



City of Seaside  
440 Harcourt Ave, Seaside, CA 93955 831.899.6700

## CANNABIS DISPENSARY APPLICATION

Business Name		
Owner Name (s)		
Mailing Address		
City	State	Zip
Phone	Email	Fax
Driver's License #		
Dispensary Address		
City	State	Zip
Dispensary Square Footage		
Additional Principal Employees		
Name		Email
Mailing Address		
City	State	Zip
Driver's License #		
Name		Email
Mailing Address		
City	State	Zip
Driver's License #		
Name		Email
Mailing Address		
City	State	Zip
Driver's License #		
Name		Email
Mailing Address		
City	State	Zip
Driver's License #		
Name		Email
Mailing Address		
City	State	Zip

Please attach any additional employee information on a separate sheet.

## APPLICATION CHECK LIST

**All Cannabis Dispensary Applications must include the following items to be complete. Incomplete applications will be rejected and applicants will be required to pay an additional processing fee.**

**How To Submit Complete Application Packages:**

Via Hard Copy: City of Seaside  
 Attn: Kurt Overmeyer, Economic Development Manager  
 440 Harcourt Ave, Seaside, CA 93955

Or Via Email: [KOvermeyer@ci.seaside.ca.us](mailto:KOvermeyer@ci.seaside.ca.us) (20MB maximum file size)

REQUIRED ITEMS	RECEIVED and REVIEWED (Completed by Staff)
Completed Application	
Business Plan	
Security Plan	
Community Benefit Plan	
Plan to Avoid Underage Use	
Property Owner Approval Letter (must say owner approves, will lease and understands that license is for one year only)	
Live Scan Results	
Photocopies of all Principal Employees Driver's Licenses	
List of all Employees	
Application Fee of \$7,000 has been paid	
Indemnification Agreement	
Acknowledgement of Process	

**ADDITIONAL NOTES:**

**Cannabis Expertise Test**

- After a complete application is received, the applicant will be informed of the times/dates to complete the Cannabis Expertise test.

**Live Scan**

- Applicants can use the attached form or write in the ONI number 0271000 on the standard application. .

**QUESTIONS:** Kurt Overmeyer, Economic Development Manager  
 831-899-6839 or [kovermeyer@ci.seaside.ca.us](mailto:kovermeyer@ci.seaside.ca.us)

# **RANKING AND SELECTION SCORING MATRIX**

(As approved by City Ordinance)

- Location of business (10 possible points)
  - 10 Points for:
    - Areas North of Gigling Road
    - West Broadway Urban Village
    - Any Area within 2,500 feet of Highway 1
  - 1 Point for all other areas
- Business Plan (5+ Possible Points)
  - Prior Experience in Successful Business + 1 year of operating capital - 5 points
  - One additional point for every \$250,000 in projected annual revenue
  - 1 point if none of above is demonstrated
- Local Enterprise and Community Benefits (8 possible points)
  - Community benefits may include commitment to employing Seaside residents, commitment to working with Seaside-located businesses (including capital), commitment to sponsoring non-profits and / or other similar specific commitments within the Seaside community.
- Neighborhood Compatibility (5 possible points)
  - Application demonstrates neighborhood support within 250 feet of use -5 points
  - Lack of support -0 points
- Safety and Security Plan (20 possible points)
  - Inadequate Plan -0 points
  - Adequate Plan -10 points
  - Exemplary Plan -20 points
- Final Ranking
  - Scores on Cannabis Expertise Test (pass/fail)
  - Top applicants eligible to pursue Conditional Use Permit

# INDEMNIFICATION AGREEMENT

Pursuant to Seaside Municipal Code, and to the fullest extent permitted by law, the Applicant" (owner, tenant or other lawful occupant in possession of the property) hereby agrees to defend, indemnify and hold harmless the City of Seaside, its officers, attorneys, agents, and employees:

1. From any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City or its officers, attorneys, agents or employees, related to the issuance, administration, and/or enforcement of the Cannabis Permit issued by the City to the Applicant. The indemnification is intended to include but not be limited to damages, fees, and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, and/or the parties initiating or bringing such proceeding.
2. The Property Owner hereby agrees to indemnify the City for all of the City's costs, fees, and damages which the City incurs enforcing the indemnification provisions of this Agreement.
3. In the event of a proceeding, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The City has the right not to participate in the defense, except that the City agrees to cooperate with the applicant in the defense of the proceeding. If the City Attorney's office participates in the defense or the City retains special counsel, all City Attorney or special counsel fees and costs shall be paid by the Property Owner/Applicant.
4. The defense and indemnification of the City set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.
5. Should either party to this Indemnification Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the prevailing party shall be entitled to reasonable attorney's fees which shall be fixed by the judge, arbitrator hearing the case and such fees shall be included in the judgment together with all costs.

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Print Name and Date

Signature (Applicant)

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Print Name and Date

Signature (Zoning Administrator)

Company Name: \_\_\_\_\_

APN: \_\_\_\_\_

Business Address: \_\_\_\_\_

## CITY OF SEASIDE CONSENT AND INDEMNIFICATION

Pursuant to Seaside Municipal Code, and to the fullest extent permitted by law, the "Property Owner" (owner of the subject property, if different from the applicant) hereby agrees to defend, indemnify and hold harmless the City of Seaside, its officers, attorneys, agents, and employees:

1. From any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City or its officers, attorneys, agents or employees, related to the issuance, administration, and/or enforcement of the Cannabis Permit issued by the City to the Applicant/Occupant of the subject property. The indemnification is intended to include but not be limited to damages, fees, and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, and/or the parties initiating or bringing such proceeding.
2. The Property Owner hereby agrees to indemnify the City for all of the City's costs, fees, and damages which the City incurs enforcing the indemnification provisions of this Agreement.
3. In the event of a proceeding, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The City has the right not to participate in the defense, except that the City agrees to cooperate with the applicant in the defense of the proceeding. If the City chooses its own counsel to defend the City, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the above, if the City Attorney's office participates in the defense, all City Attorney fees and costs shall be paid by the Applicant.
4. The defense and indemnification of the City set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

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Print Name and Date

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Signature (Owner)

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Print Name and Date

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Signature (Zoning Administrator)

We, the owners of real property identified within this application hereby acknowledge and consent to the cannabis related use proposed by the Applicant \_\_\_\_\_ on our property identified as APN \_\_\_\_\_ and located at \_\_\_\_\_.

We further consent to inspection for Permit compliance by authorized City personnel, without notice, so long as the owner(s), Applicant or legal tenant/occupant is present.

## ACKNOWLEDGEMENT OF APPLICATION PROCESS

I, \_\_\_\_\_ hereby acknowledge that I have read and understand the Seaside Commercial Cannabis Ordinance (SMC Chapter 19), and agree to the following:

1. Applicants have no rights to engage in commercial cannabis activities unless granted a Use Permit, Business License and Development/Operating Agreement.
2. All Commercial Cannabis Uses are granted license and use permits for one year only. No property interests, vested right or entitlement to receive a future license to operate a cannabis business shall ever inure to the benefit of such permit as such permits are revocable at any time with or without cause by the City Manager or designee subject to Section 19.09 of the Seaside Municipal Code.
3. Any cannabis related use that receives a Use Permit or Administrative Use Permit shall also execute a Development/Operating Agreement annually agreeing to abide to all conditions of approval at all times. The City Manager or designee can terminate a Development/Operating Agreement at any time with or without cause.
4. All fees paid to the City for processing applications are non-refundable.
5. Any application that is deemed incomplete will be returned to the applicant and submission of a new application will require the applicant to pay a new processing fee.
6. Dispensary Business License Holders shall be responsible for paying 6% of gross revenues quarterly as a business license tax. Failure to pay in a timely manner may result in revocation of the license holder's business license, Use Permit, Administrative Use Permit and Development/Operating Agreement.
7. All non-dispensary Business License Holders shall be responsible for paying 2% of gross revenues quarterly as a business license tax. Failure to pay in a timely manner may result in revocation of the license holder's business license, Use Permit, Administrative Use Permit and Development/Operating Agreement.
8. Applications will be scored by a committee and ranked based on those scores, combined with scores of the Cannabis Expertise Test. Only the highest ranked applications will receive an opportunity to take the Cannabis Expertise Test and proceed to a Use Permit application.
9. No guarantee of a Use Permit, Administrative Use Permit, Business License or Development/Operating Agreement is implied with the submission of an Application.
10. The applicant certifies that all statements in this application are true to the best of the knowledge of the applicant. Untrue statements are grounds for the application to be rejected and for Use Permit, License and Development/Operating Agreement revocation.
11. Use Permits, Business Licenses, and Development/Operating Agreements are for one year and can be revoked at any time with or without cause.

\_\_\_\_\_  
Applicant Name and Date (Printed)

\_\_\_\_\_  
Applicant Signature

