

Medical Marijuana Collective Agreement

ArtCart LA/I Art Collective

Pursuant to the provisions of California Health and Safety Code § 11362.775,

I _____ hereby certify the following: I am a qualified medical marijuana patient under California law and wish to be a member of **ArtCart LA/I Art Collective** (herein referred to as, "I Art", "ArtCart LA" or "ACLA") a medical marijuana collective operating under applicable California law; I agree that my initiation fee for membership shall be **\$5**. I further agree and acknowledge all the following:

- 1) I have the right to obtain and use marijuana for medical purposes where that medical use has been deemed appropriate and has been recommended and/or approved by a California physician who has determined that my health would benefit from the use of marijuana in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which marijuana provides relief;
- 2) I am a qualified medical marijuana patient who is entitled to the protections of California Health and Safety Code Sections 11362.5, and 11262.7 et seq;
- 3) A true and correct copy of my current written physician's recommendation and/or approval for the medical use of marijuana is attached hereto;
- 4) As a qualified medical marijuana patient under the Compassionate Use Act, and the Medical Marijuana Program Act, I intend to associate with the members of the medical marijuana collective, being hereby formed, in part, through this agreement, in order collectively cultivate marijuana for medical purposes pursuant to the Medical Marijuana Program Act, which includes in part, California Health and Safety Code § 11362.775 and Section 1 (b)(3) of the uncodified portion of the Medical Marijuana Program Act, which was enacted by the People of the State of California, in part, in order to promote uniform and consistent application of the Compassionate Use Act among the counties within the state, and to enhance the access of patients and caregivers to medical marijuana through collective, cooperative cultivation projects;
- 5) As a member of this medical marijuana collective, I understand and agree that each and every member of this collective will contribute labor, funds, supplies, services and/or materials towards the cultivation and/or procurement of marijuana for medical purposes;
- 6) That the collective may also provide a means for facilitating or coordinating transactions between members, while excluding all non-members from any exchanges, reimbursements, provisions, remunerations or any other transaction that involves medical marijuana;
- 6) That none of the members of this collective, shall "profit" from the sale or distribution of medical marijuana as that term is defined by law;

7) That medical marijuana collectives should acquire marijuana only from their constituent members, because only marijuana grown by a qualified patient or his or her primary caregiver may lawfully be transported by, or distributed to, other members of a collective or cooperative (§§ 11362.765, 11362.775);

8) That the collective may allocate medical marijuana to other members of the group, and that nothing allows marijuana to be distributed/allocated outside the collective and its members;

9) That marijuana grown at a collective for medical purposes may be:

a) Provided free to qualified patients and primary caregivers who are members of the collective or cooperative;

b) Provided in exchange for services rendered to the entity;

c) Allocated based on fees that are reasonably calculated to cover overhead costs and operating expenses including reasonable labor costs incurred in cultivating marijuana for this purpose; or

d) Any combination of the above.

10) That as such, in accordance with the Medical Marijuana Program Act, the Compassionate Use Act, and the 2008 California Attorney General Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (a copy of which is attached hereto) this collective is formed in accordance with California Health and Safety Code § 11362.775, as well as under any and all California State laws that may provide said collective and its members relief, where California Health and Safety Code § 11362.775 provides as follows:

“Qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients and persons with identification cards, who associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes, shall not solely on the basis of that fact be subject to state criminal sanctions under Section 11357, 11358, 11359, 11360, 11366, 11366.5, or 11570.” (H&S § 11362.775).

11) According to the State guidelines codified within the Medical Marijuana Program Act, H&S § 11362.77.

(a) A qualified patient or primary caregiver may possess no more than eight (8) ounces of dried marijuana per qualified patient. In addition, a qualified patient or primary caregiver may also maintain no more than six (6) mature or 12 immature marijuana plants per qualified patient.

(b) If a qualified patient or primary caregiver has a doctor's recommendation that this quantity does not meet the qualified patient's medical needs, the qualified patient or primary caregiver may possess an amount of marijuana consistent with the patient's needs.

(c) Counties and cities may retain or enact medical marijuana guidelines allowing qualified patients or primary caregivers to exceed the state limits set forth in subdivision (a).

(d) Only the dried mature processed flowers of female cannabis plant or the plant conversion shall be considered when determining allowable quantities of marijuana under this section.

12) That ArtCart LA/I Art collectively cultivates medical marijuana for all member/patients, Thus ArtCart LA/I Art will possess and/or cultivate enough medical marijuana to meet the aggregate of the needs of all of its qualified patient members.

13) That I will not divert, furnish, sell, distribute and/or give any marijuana to any persons who are not qualified patient members of this collective.

14) I understand that as a member of this collective I have the right to vote on issues which the bylaws of this collective permit members to vote on; however, I wish to issue a proxy which shall last for one year from the signing of this agreement and allow any member of the board of this collective to vote in my stead. My proxy shall be renewed after one year and renewal shall occur upon any use of the services of this collective after the first year period of membership.

15) **MEMBER OWNERSHIP ACKNOWLEDGEMENT AND AGREEMENT TO A LIEN ON MEDICAL CANNABIS:** As a member of ArtCart LA/I Art, I am fully aware that I am in full ownership of the medical cannabis I receive and have ownership rights over said cannabis from the moment it is cultivated on my behalf. That when I provide cash proceeds I am merely reimbursing my Collective for the service of cultivation, time, travel, laboratory testing, maintenance and upkeep of the medical cannabis provided within. I am by no means “paying for” or “purchasing” my medical cannabis as I already have ownership over said medical cannabis. I acknowledge that ArtCart LA/I Art is providing me with my medical cannabis, which requires regular maintenance and upkeep of which I acknowledge I must reimburse ArtCart LA/I Art at the amount deemed necessary by ArtCart LA/I Art Board Members to cover these overhead costs. I acknowledge that a portion of the reimbursement I provide to ArtCart LA/I Art is also applied towards the medical cannabis needed for other members of this collective that are unable to afford to pay for these overhead costs associated with obtaining their medication. I thus authorize ArtCart LA/I Art to maintain possession of said medical cannabis until the time I have reimbursed ArtCart LA/I Art for the service herein outlines and the overhead costs associated with cultivating the quantity of medical cannabis that is reasonably related to my medical cannabis needs.

This agreement shall be in effect as of _____ . Renewal Date _____

Member First Name

Member Last Name

Member Address

Member City, State, Zip

Member Phone

Member's ID/CDL

Member's Card Number

Physician's Name

Physician's Phone