



Santa Cruz County Cannabis Temporary Event Authorization Application

Thank you for your interest in conducting a temporary cannabis event in the County of Santa Cruz. All such events are restricted to the County Fairgrounds per State regulations and event promoters must first obtain a Letter of Local Authorization from the Cannabis Licensing Office prior to applying for their State authorization. Local authorization is granted at the discretion of the Cannabis Licensing Office.

Please review the following policies, procedures and conditions which will provide information regarding the local authorization process. Once you have reviewed this information the following materials should be submitted to complete the application and begin the local authorization process:

- * Completed application form
- * Tentative site plan drawing
- * List of all exhibitors and vendors
- * Copies of Bureau of Cannabis Control license for those vendors selling cannabis products
- * Copies of California Sales Tax Permit for all vendors selling merchandise (including food)
- * Copies of Environmental Health permits for all vendors selling food
- * Insurance certificate listing the event applicant as the insured and listing the Santa Cruz County Fairgrounds as an additional insured (additional information below)
- * Hold harmless agreement
- * Copy of contract with the Santa Cruz County Fairgrounds
- * Any required fees

This application and all materials must be received, processed and approved and a Local Authorization letter issued before any application to the State commences. Please allow at least three (3) weeks for processing a completed application. Please note that your event is not confirmed until you have received both local and State authorization.

Upon approval of your application and payment of all fees, a Letter of Local Authorization, containing all Conditions of Use will be issued to the applicant.

Your Local Authorization Letter must be kept on location at all times and produced if requested by any County or Fairgrounds staff.

STANDARD CONDITIONS

- 1 Local Cannabis businesses, licensed by the County of Santa Cruz, shall be contacted by the Applicant for participation and offered prime booth locations and sponsorship opportunities.
- 2 Temporary Cannabis events can only be held by an Applicant who has received a cannabis event organizer license by the California State Bureau of Cannabis Control.
- 3 Per State regulations only a licensed retailer or microbusiness will be allowed to participate as a cannabis vendor. Applicant is required to verify a valid State license for all cannabis vendors.
- 4 All exhibitors / vendors who sell cannabis products will be required to provide a copy of their Bureau of Cannabis Control license to the County of Santa Cruz Cannabis Licensing Office. No vendor may sell cannabis products who does not have such a license.
- 5 All exhibitors / vendors who sell non-cannabis products will be required to provide a copy of their California Sales Tax Permit to the County of Santa Cruz Cannabis Licensing Office. No vendor may sell non-cannabis products who does not have such a permit
- 6 Event Applicants will supply a list of all exhibitors and vendors to the County of Santa Cruz Cannabis Licensing Office.

- 7 All exhibitors and vendors will be required to pay the appropriate taxes on any sales that result at the event, including Santa Cruz County Cannabis Business Tax and Sales tax.
- 8 Taxes will be collected by the event Applicant and paid to the County of Santa Cruz within 10 days after the last day of the event.

Tax payments will include a one-time tax form from each vendor.

Taxes must be paid to the Auditor-Controller/Treasurer Tax Collector's office location at 701 Ocean Street, 1st Floor, Santa Cruz, CA 95060.

Failure to pay applicable taxes by any exhibitor / vendor or Applicant will result in notification to the Bureau of Cannabis Control, the California Department of Tax and Fee Administration and/or the Franchise tax Board and could result in license suspension.

- 9 All exhibitors / vendors who sell cannabis products will be required to provide a copy of their Bureau of Cannabis Control license to the County of Santa Cruz Cannabis Licensing Office. No vendor may sell cannabis products who does not have such a license.
- 10 All exhibitors / vendors who sell non-cannabis products will be required to provide a copy of their California Sales Tax Permit to the County of Santa Cruz Cannabis Licensing Office. No vendor may sell non-cannabis products who does not have such a permit
- 11 Event Applicants will supply a list of all exhibitors and vendors to the County of Santa Cruz Cannabis Licensing Office.
- 12 All food service vendors must obtain a special event permit from the Santa Cruz County Office of Environmental Health.
- 13 All vendors will be required to show ID and will be given a vendor wristband by Fairgrounds staff. Vendors without wristbands will not be allowed to participate in the event.
- 14 No attendee under 21 will be allowed admittance per State regulation §5602. All attendees must verify that they are 21 or older through a valid ID and must be issued a special wristband.
- 15 All attendees will be required to pass through a security check point prior to entrance. The security check point will include bag and body checks prior to the purchasing of tickets. No attendee will be allowed re-entry for any reason once they leave the premises.
- 16 The applicant must meet the following insurance requirements:
The applicant shall maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000 (one million dollars). This insurance shall name the County of Santa Cruz as an additional insured, including the statement *If the policy is cancelled prior to its expiration date, the issuing company with mail 10 days written notice to the additionally insured named.* The applicant must provide the County a copy of the policy stating the name and address of the insurance agent as part of the application process.

Additional insurance requirements may be required by the Santa Cruz County Fairgrounds.

The applicant shall exonerate, indemnify and hold harmless the County, including its officers, agents, employees and volunteers for any and all liability for personal injury and property damage arising out of the applicant's
- 17 Parking lots will be staffed by Santa Cruz County Fairgrounds personnel.
- 18 No alcohol or tobacco sales or consumption is allowed at the event.
- 19 No weapons of any kind (including but not limited to: guns, knives, drug paraphernalia, CO2 cartridges, butane lighters, etc.) will be allowed at the event.
- 20 Event Applicant is responsible for a fenced perimeter around the entire event and must work with the Santa Cruz County Fairgrounds to provide appropriate security personnel.
- 21 Emergency Medical Technicians or Paramedics must be present during all event hours of operation in case of emergencies.
- 22 Smoking and vaping will be allowed ONLY in designated outdoor areas.

- 23 Signage must be posted at the entry points, including:
- * No one under 21 will be allowed.
 - * Attendees must show a valid photo ID to gain admittance.
 - * Everyone working the event must show a valid ID to obtain a vendor wristband.
 - * Regardless of State laws, federal laws will prevail, if required.
- 24 All State regulations regarding Temporary Cannabis events must be adhered to by the Applicant.
- 25 Additional conditions may be imposed by the County of Santa Cruz and or the Santa Cruz County Fairgrounds personnel. All conditions must be adhered to during the event.

Applicant Information

- 1) Name of Applicant _____
- 2) Company Name _____
- 3) Address _____

- 4) Contact Phone # _____ 5) Contact Email _____

Production Information

- 1) Event Title _____
- 2) On-site Location Mgr. _____ Phone _____
Location Mgr. Email _____ Cell _____
- 3) Production Date(s) _____ Hours Open to the Public _____
Set up Times _____ Break down times _____
- 4) Production Personnel on site # of Crew _____ # of Exhibitors / Vendors _____
- 5) Please supply a list of all exhibitors / vendors that includes:
Exhibitor / Vendor Company Name
Exhibitor / Vendor On-Location Contact Person
Exhibitor / Vendor Address
Exhibitor / Vendor Phone Number
Exhibitor / Vendor email address
Exhibitor / Vendor BCC license number and/or CA Sales Tax Permit number
- 6) # of expected participants 21 and over _____
- 7) Will an admission fee be charged? _____ Amount of admission fee _____
- 8) Will food and/or beverages be sold? _____ (County health permit required)
- 9) Will cooking be done on site? _____ (May require County Fire inspection)
- 10) Will merchandise be sold? _____ (Sales tax must be collected)
- 11) Has Applicant organized other temporary cannabis events? No Yes
- 12) Has Applicant used the Santa Cruz County Fairgrounds previously? No Yes

Other Information

1) Please identify any other pertinent information below

The applicant hereby agrees to comply with the conditions pertaining to this application and agrees to pay all costs incurred by the County in providing the services required by this application. Applicant agrees to add the County of Santa Cruz, its officers and agents, employees and volunteers as additional insureds to a minimum \$1 million Comprehensive General Liability policy. Address: 701 Ocean Street, Santa Cruz, CA 95060

Hold Harmless Provisions

A. In consideration for the County of Santa Cruz (hereinafter known as "County") authorize Applicant to conduct a temporary cannabis event named within and attached hereto, Applicant hereby agrees on behalf of itself, its agents, and employees, to indemnify and hold harmless the County and the County's representatives, officers, agents, employees, and volunteers (hereinafter jointly referred to as "Releasees") for all damage, loss, claims, suits, or action of any kind or nature whatsoever, including attorney fees brought for or on account of damage to property, or injuries to, or health of any person, resulting or alleged to have resulted directly or indirectly, wholly or partially, from the use of the requested area(s) for the event or from the conduct of the event sponsored by Applicant at the requested area(s).

B. Additionally, Applicant hereby agrees to indemnify Releasees against and hold Releasees harmless from all damage, loss, claims, suits, or action of any kind whatsoever, including attorney fees, which Releasees may sustain or incur, in whole or in part, as a consequence of the Applicant's negligence or intentional misconduct in the use of the requested area or the conduct of the event sponsored by Applicant at the requested area(s).

C. In further consideration of the County's agreement to allow Applicant to use the requested area(s), Applicant hereby agrees not to assert any claim against, sue, attach the property of, or prosecute Releasees for injury or damage alleged to have been caused in whole or in part by Applicant's use of the requested area(s) or the conduct of the event sponsored by Applicant at the requested area(s), or any other activity undertaken by Applicant at or about the requested area(s) with or without the County's permission.

D. Should it become necessary to enforce the terms of this agreement by legal or equitable action or should Applicant breach this agreement, Applicant shall pay legal costs and attorney fees incurred by the County of Santa Cruz whether in defense of a suit by Applicant or in the prosecution of a suit against Applicant.

Please check the box to acknowledge that you have read, considered, and agree to abide by the rules and regulations of the Hold Harmless Agreement.

Print Name

Authorized Signature

Date