

PUNCH EDIBLES
MEMBERSHIP AGREEMENT

This document is prepared through the regular course of business for Punch Edibles. Undersigned is a representative, witnesses and/or Custodian of Records for the Collective.

Punch Edibles, hereafter “Collective”, a Non-Profit Mutual Benefit Corporation, operating under Corporation Code § 7110 et seq., facilitates the association of qualified medical patients for the purpose of collectively cultivating medical cannabis for its members, pursuant to Health and Safety Code sections 11362.765 and 11362.775. Collective is dedicated to providing our members with the highest level of quality service pursuant to the Compassionate Use Act and Medical Marijuana Program Act (Health & Safety Code § 11362.5, et. seq.). This agreement contains member requirements and guidelines to ensure compliance with the CUA, MMPA, and Attorney General’s Guidelines. It also serves to ensure the safety of our members, and to continue to create a member-run, community-based, alternative healing and wellness organization.

I, _____, hereby declare and agree as follows:
(Print Name)

1. As a qualified medical marijuana patient under California law, I intend to associate with the members of Collective being hereby formed, in part, through this agreement, in order to cooperatively cultivate cannabis 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 un-codified 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 cannabis through cooperative cultivation projects.

2. On ___/___/___, I was diagnosed with a serious medical condition that substantially limits my ability to conduct one or more major life activities for which the use of marijuana provides relief. My medical authorization and recommendation is hereby provided with this application and made part of this document. I agree to provide renewals as needed.

3. As a member, I appoint and designate this collective and its representatives as my true and lawful agents for the limited purpose of assisting in obtaining medical marijuana. I understand that this means the collective may be required to cultivate, possess, transport and distribute my medication to me; and I grant them the authority to do so.

_____(INITIAL HERE)

4. **All members understand that marijuana may impair a person’s ability to drive a motor vehicle or operate machinery. Management reserves the right to refuse membership or service to anybody at anytime.**

_____(INITIAL HERE)

5. Members of Collective must contribute finances, labor and/or resources in exchange for membership. I understand that such contributions are used to ensure continued operation of the collective and are applied toward future harvests of the collective's medicine as well as other items of overhead and operating costs.

I have been informed and understand that operation of the collective relies on its members to volunteer.

_____ I am unable to participate as a result of my health, physical, work or financial condition(s), and hereby request for exemption from the volunteer requirement.

6. I have been informed and understand that there will be an annual meeting of all members of the Collective for purposes of voting as to the operation of the Collective and that I will be advised of the annual member meeting by U.S. Mail, email and/or published notice posted at the Collective not less than ten (10) nor more than ninety (90) days before the date of the meeting. I understand that my attendance is very important in order to help make decisions necessary to the day-to-day operations of the Collective for the benefit of all members.

_____ (INITIAL HERE)

7. The medicines I acquire during my membership are indicative of what I will require in the future and my contributions will be used to produce that amount of medicine on my behalf. I understand that all contributions made to collective are to be used as reimbursement for actual expenses and reasonable costs for the administration of the collective. Furthermore, all contributions are for the continued operation of the collective and that any said contribution in no way constitutes a commercial promotion or sale of any item.

_____ (INITIAL HERE)

8. Members of collective agree to assign agency rights to collective for the limited purpose of assisting each member in obtaining legally cultivated marijuana and for purposes of growing medication for the member's benefit. Collective is required to possess, transport, and cultivate marijuana on member's behalf and limited authority is granted to collective for this purpose.

_____ (INITIAL HERE)

9. Members of collective agree to and understand that all medicine obtained is for medical use only and **may not be diverted for non-medical use or for use by a non-member of Collective. Any member who diverts marijuana for non-medical use or use by a non-member is violating California law and will have their membership permanently revoked.**

Any member whose medical recommendation is **expired** shall be excluded from membership until such time that their qualified status pursuant to the Compassionate Use Act can be verified.

_____ (INITIAL HERE)

10. Members of collective can possess an amount of marijuana consistent with their medical need. As a patient, I am authorized to possess and require approximately _____ ounces/grams/pounds (circle one) of marijuana monthly. I understand that collective may require verification of my medical need by way of a specific Physician recommendation or through any means deemed acceptable to collective.

_____(INITIAL HERE)

11. I understand and agree to the following **confidentiality agreement**: I will not disclose the identity of other members, the nature or details of the transactions I witness or partake in with Collective to any person whatsoever, including but not limited to Law Enforcement or Media unless subpoenaed to do so in a court of law.

_____(INITIAL HERE)

12. **I understand and agree that my medical marijuana recommendation may be disclosed pursuant to any required audits by any Government agency for purposes of verifying collective's compliance with the Compassionate Use Act and the Medical Marijuana Program Act. Any such audit will remain confidential pursuant to HIPAA.**

_____(INITIAL HERE)

13. WAIVER; INDEMNIFICATION.

- a. **Member Risk.** In consideration of services rendered to me by Collective, I hereby agree both, for myself and for my heirs, executors and assigns, to hold Collective harmless from any loss, theft, cost, claim, injury, damage or liability ("Damages") incurred as a result of the use of Collective's facility or products provided by Collective. I have been informed and acknowledge that Collective makes no claims as to the medical results that can be obtained through use of any Collective products and has neither suggested nor will suggest any medical treatment to members. I understand that cannabis remains a prohibited substance under federal law and I accept all risk associated with its possession and consumption.
- b. **Loss of Property.** Members are urged not to bring valuables onto the premises of Collective's facility. Collective shall not be liable for the disappearance, loss, theft, or damage to personal property, including money, negotiable securities or jewelry of Member.
- c. **Acknowledgment.** I understand that my monetary contributions to Collective, if any, are used to support the continued operation of Collective and that this transaction in no way constitutes commercial promotion. I declare that I will not deliver any product obtained from Collective to any other person not authorized by California law to possess them.

I, _____, declare under penalty of perjury that the information provided on this membership agreement is true and correct. I further declare under penalty of perjury that I am a medical marijuana patient and will not divert my medicine for non-medical use or for use by a non-member. I _____, further declare under penalty of perjury that I am not a member of law enforcement and will not divert any medicine for the purpose of any criminal investigations.

I have read and understand the above requirements and agree to follow these guidelines. Additionally, I hereby authorize the release of my medical information concerning my diagnosis, condition or prognosis to collective and its authorized representatives for purposes of verifying the validity of my medical recommendation and the valid operation of collective pursuant to the Compassionate Use Act and Medical Marijuana Program Act.

Signed:

Member Name

Member Signature

Date

Collective Agent and/or
Custodian of Records

Date

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