



CITY OF RIVERVIEW
14100 CIVIC PARK DRIVE, RIVERVIEW, MI 48193
Clerk's Office: 734-281-4240 Facsimile: 734-281-4228

APPLICATION FOR CANNABIS BUSINESS LICENSE

INSTRUCTIONS

1. Applicants may respond to questions on the Application by reference to an attachment, provided that the attachment is accompanied by a concise explanation of how the attachment is responsive to the question.

For example, Question 4-2 of the Application requires that an Applicant provide proof of prequalification. Such proof should be attached and tabbed as **Attachment 4-2**. Applicants must follow this format for all Application questions to which an attachment may apply.

2. All Applications must be accompanied by a \$5,000 application fee (in cash or certified funds) per License requested. Payment should be made payable to the "City of Riverview."

3. Each Applicant may file only one Application per Business Location.

4. Each Business Location may only be occupied by the applying Applicant.

5. All Applications and supporting documents shall be delivered by the Applicant to the City Clerk by in-person delivery at the Riverview City Hall Clerk's office during business hours.

6. Applicants should refer to the City of Riverview's Cannabis Business License Ordinance prior to submitting an Application. The Clerk's office will not provide legal advice or advise Applicants on how to fill out the Application.

PART I

APPLICANT INFORMATION

1-1. Applicant's Legal or Corporate Name: _____

1-2. Applicant's Legal Status:

- _____ Individual
- _____ Corporation
- _____ Partnership
- _____ Limited Liability Company
- _____ Other: State other legal status: _____

1-3. Address of individual or Corporate Headquarters: _____

1-4. Proposed Business Location*: _____

• Address(es): _____

• Tax Parcel ID(s): _____

1-5 Attach a copy of the applicant's current driver's license or other photo identification.

If the applicant is a corporate entity, attach the authorized representative / designated contact person's (identified in Part III) current driver's license or other photo identification.

*Approval of an application is contingent upon, among other things, the proposed location fitting within the zoning restrictions in the City's Cannabis Business License Ordinance, and all tax parcels being combined into one parcel, which shall be the identified Business Location. An Applicant may only apply for one Business Location per application.

PART II

LICENSE REQUESTED

2-1. Please check the license type for which you are applying:

Adult Use Cannabis Retail Center: _____

Adult Use Cannabis Microbusiness: _____

PART III

CONTACT INFORMATION

3-1. Authorized Representative and primary contact person:

Name: _____

Electronic Mailing Address:

Phone Number: _____

Fax Number: _____

Mailing Address: _____

3-2. Does the Applicant consent to electronic communication between the City and the Authorized Representative? Yes No

- If yes, notice is deemed effective when it is received in an electronic mailbox, notwithstanding that the message was sent to a spam or similar folder.
- If no, mailed notice is deemed effective on the date it is postmarked.

3-3. Emergency Contact (if different than the Authorized Representative listed above):

Name: _____

Relationship to Applicant: _____

Daytime phone: _____

Nighttime phone: _____

Address: _____

Email: _____

PART IV

PRE-REVIEW CRITERIA

4-1. Have you been prequalified, by the State of Michigan's Cannabis Regulatory Agency?

Yes No

4-2. Attach proof of prequalification or copy of an existing state marijuana business license, as **Attachment 4-2**.

4-3. Corporate Resolution / Sworn Statement from Applicant:

Attach a Corporate resolution, if a business entity, or a sworn statement, if an individual, attesting to all of the following:

Under penalty of perjury, the information contained in this application is true to the best of Applicant's information, knowledge, and belief.

All attachments including prequalification, current copies of your organizing documents, bylaws, etc., and any State of Michigan application, and business plan are true and correct and are not submitted to mislead the City is evaluating the Application.

The Authorized Representative has the actual authority to sign on Applicant's behalf.

Applicant and its Authorized Representative have read, understood, had the opportunity to consult with legal counsel regarding, and agree to be bound by:

- the terms of the City of Riverview's Cannabis Business License Ordinance,
- the Cannabis Business License Community Benefits Agreement
- this application form and its conditions and accompanying instructions, and
- any and all terms or conditions placed on a License by the City of Riverview, its agents and administrators.

4-4. Attach proof that you will be legally able to use the Business Location as a Cannabis Business.

This proof may consist of a deed evidencing ownership, purchase agreement, land contract, or lease agreement that allows the property to be used as a Cannabis Business under the Riverview Cannabis Business License Ordinance.

PART V

BUSINESS ORGANIZATION DOCUMENTATION

5-1. Attach current copies of your organizing documents, for example: articles of incorporation or articles of organization.

5-2. Attach current copies of any bylaws, operating agreements, partnership agreements, shareholder agreements, and any other similar corporate documents.

5-3. Attach a list of all owners, shareholders, officers, directors, members, partners, managers, and any other key individuals or employees, whether directly compensated or not.

For each person identified in 5.3, include his or her full legal name, date of birth, home address, direct telephone number, electronic mailing address, and driver's license number or state identification number if applicable.

PART VI

STATE APPLICATION DOCUMENTS

6-1. Attach a copy of any State of Michigan application that relates to this Application.

Include applications and all attachments thereto for any adult-use marijuana establishments.

PART VII

BUSINESS PLAN INFORMATION

7-1. Attach the following:

- Business Plan and Qualifications
- Financial Investment
- Identity and contact information for Undisclosed Investors
- Safety and Security Plan in Compliance with the City's Ordinance.

Documentation pertinent to each section should be tabbed accordingly as Attachment

PART VIII

TERMS AND CONDITIONS

The Applicant and Authorized Representative agree to the following on behalf of themselves and their owners, operators, directors, officers, agents, shareholders, investors, heirs, assigns, estates, successors, parents, subsidiaries, and any other holder of any interest whatsoever (collectively, the “Applicant”):

A. Definitions. As used in Part VIII, the following terms have the following meanings:

Claim, means any cause of action or potential cause of action that arises out of the operation of or in any way relates to one or more state or local licenses for adult-use marijuana establishments within the City of Riverview, including, causes of action or potential causes of action relating to the City of Riverview’s application, licensing, inspection, enforcement, renewal, amendment, suspension, denial, or revocation process. This definition includes, but is not limited to, lawsuits arising under statutory, constitutional, contractual, and/or equitable law.

City, includes the City of Riverview and its representatives, agents, employees, appointed and elected officials, department heads, insurers, contractors, and all boards, commissions, committees, and the members thereof.

B. All of the following apply to all Claims against the City:

- (i) Applicant waives its right to a trial of any kind, in both federal and state court, including the right to participate in any class action litigation.
- (ii) Applicant consents to individual arbitration of all Claims against the City. Under no circumstances will class action or joint action of any kind be permitted.
- (iii) Arbitration will be in accordance with the then-current rules of JAMS or AAA, or as otherwise agreed to by the parties in writing. An award by the Arbitrator may be entered as a judgment by any court having jurisdiction. Arbitration shall take place in Riverview, Michigan and shall be governed by the laws of the State of Michigan, notwithstanding any conflict of law provisions.
- (iv) Any and all Claims against the City must be filed within six months from the date that a final decision is issued by the City, or such claims will be waived and permanently barred.
- (v) If the City prevails on any Claim, the Arbitrator shall award the City its costs and attorney fees for the Claim or Claims.

C. If issued a License, Applicant consents to a reassessment of the taxable value of the proposed Business Location and waives any right to a property tax appeal.

D. If any court of competent jurisdiction finds any provision hereof to be unenforceable, then the remainder of these provisions shall remain in full force as if the unenforceable provision were never included.

E. Applicant understands and agrees that a License or conditional License, if issued, will not be renewed if the Applicant owes any amount towards any outstanding tax bill, water bill, or any special assessment; if the applicant has any outstanding zoning, building, or ordinance violations.

F. Applicant has reviewed the City's Cannabis Business License Ordinance, and this Application, all in their entirety, and has had the opportunity to consult with its legal counsel.

G. The issuance of a License or conditional License will be contingent upon the Applicant agreeing to any other conditions imposed by the City on the Applicant.

H. In addition to the \$5,000 application fee, the Cannabis Business License Applicant is responsible for any required fees for building inspection, site plan review, special land use review and ZBA review fee, and any other fee or cost that may be incurred in the same manner that any other Business License Applicant is responsible for when applying for a non-Cannabis Business License from the City.

Under penalty of perjury, I attest, to the best of my information, knowledge, and belief, that I have read and understood the foregoing, that I agree and acknowledge same, and that I am duly authorized to sign this application and bind the Applicant to its terms.

Date: _____

By: X _____
(Signature)

Print Name: _____

Its: _____
(Title, if applicable)

COPY OF APPLICANT'S CURRENT DRIVERS LICENSE OR OTHER PHOTO IDENTIFICATION IS REQUIRED AT TIME OF FILING.

For Office Use Only:

FEES:

License Fee: \$5,000.00 Date Paid: _____

Account No: 101-000-625.010

Received by: _____ Date: _____ Cash/Certified Check #: _____

Taxes Paid Yes No Balance Due: \$ _____

ASSIGNED APPLICATION NUMBER _____

State prequalification attached? Yes No

Proposed Business location information submitted? Yes No

Organizing documents, bylaws, etc, attached? Yes No

Affidavit Attached? Yes No

State of Michigan application attached? Yes No

Business plan documents attached Yes No

Photo ID attached? Yes No

DATE AND TIME STAMP HERE

DEPARTMENTAL APPROVALS

Approved _____ Denied _____ Pending _____

Building Department Date

Approved _____ Denied _____ Pending _____

Police Department Date

Approved _____ Denied _____ Pending _____

DPW Cross Connections Date

Approved _____ Denied _____ Pending _____

Planning Department Date

Approved _____ Denied _____ Pending _____

Fire Marshall Date

City of Riverview
Annual Cannabis Business License Community Benefits Agreement

THIS COMMUNITY BENEFITS AGREEMENT (“CBA”) is made **effective on the date noted below (“Effective Date”)**, by and between _____ with an address of _____ (hereafter the **“Licensee”**) and the **CITY OF RIVERVIEW**, with an address of 14100 Civic Park Drive, Riverview, MI 48193 (herein referred to as the **“City”**).

The Licensee and City of Riverview agree as follows:

Pursuant to Section 14-669 (g) of the Riverview Cannabis Business License Ordinance, upon approval and issuing of a Cannabis Business License (CBA) by the City, the Licensee shall execute this Agreement and further pledges to make an annual payment contemporaneously upon receipt of the license, in the annual amount of ten thousand dollars (\$10,000) to the City, and continue to make said annual payment for as long as the Licensee, or its successors or assigns, is issued a license. CBA payments should be made payable to “The City of Riverview.” If the City amends its ordinance to modify the annual payment, this Agreement shall incorporate that amendment upon the effective date of the amendment.

The CBA money received by the City may be used for community purposes that offset and mitigate the potential adverse impacts caused by cannabis retailers being permitted to operate in the City, and to address both unknown and anticipated adverse or other effects, in such a way as to alleviate anticipated concerns and the cost to the city, including the potential primary and secondary impacts on streets, sidewalks, public facilities, and the community at large, which may result from or be contributed by cannabis retailers locating in the City.;

Appropriate use of such funds would be to also serve mitigation measures, which may include but are not limited to street, sidewalk and road improvements to offset potential physical impacts and secondary effects caused by cannabis retailers, increased DPS utilization, odor control, aesthetic improvements, trash collection and street cleaning efforts due to use and to littering, graffiti and loitering, police and fire enforcement and inspections, zoning and zoning related considerations, regulations and enforcement, administrative and other impacts, related legal costs and fees, education on public health and safety issues, and community outreach related to cannabis use, misuse, dangers and consumption.

Please read this entire document carefully.

By signing below, the Licensee further agrees and acknowledges all of the following:

- The undersigned is legally authorized to bind the Licensee.
- The Licensee has read and understands all information contained in this document regarding the use and purpose of this CBA.
- The Licensee understands that, once submitted this is a legally binding document and a condition of licensure; failure to comply shall result in the denial of plan approvals, permit issuance, inspection approvals, and/or the denial of a Certificate of Occupancy or other denials or conditions as may be required or permitted.

“Licensee”

Name: _____
Its: _____

Date

“City”

City of Riverview

Name: _____
Its: _____

Date