DEPARTMENT OF CANNABIS REGULATION

**INDEMNIFICATION AGREEMENT**

Pursuant to Regulation No. 3 of the Rules and Regulations for Cannabis Procedures,

 (Applicant) agrees to indemnify the City of Los Angeles (City) as follows:

Applicant shall defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, City fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to court costs, attorney fees, and costs of experts and consultants), and payment of any judgments, awards, or settlement obligations (including an award of attorney’s fees), for damages or liability of any nature whatsoever, for death or injury to any person, including Applicant’s employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of:

1. an act, error, or omission by Applicant, its boards, officers, agents, employees, assigns, and successors; and/or
2. the City’s processing of an application or issuance of Temporary Approval or a License, including but not limited to, an action to challenge, void, revoke or otherwise modify the Temporary Approval or License, the associated environmental (CEQA) review, or to claim personal property damage or any constitutional claim stemming from the processing or approval of the Temporary Approval or License.

Applicant shall deposit with the City funds to pay for litigation costs within 10 days’ notice of the City tendering defense to the Applicant. The initial and subsequent deposits shall be in an amount set by the City Attorney’s Office based on the nature and scope of action. The City’s failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City. The City shall have the sole right to choose its counsel, including the City Attorney’s office or outside counsel.

In the event the Applicant fails to comply with this agreement, in whole or in part, the City may withdraw its defense of the action, revoke or modify its approval of the Temporary Approval and/or License, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation. The rights and remedies of the City provided in this agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

SIGNATURE OF APPLICANT OR DULY-AUTHORIZED AGENT

Print Name: Business Entity/DBA:

Date:

Title:

Application No(s).: Business Premises Address: