

# Diego Kush Caregivers, Inc.

## Membership Agreement

*As a qualified patient protected by California Law, Health and Safety Code §11362.5 and §11362.7, et. seq., and, in conjunction with California Senate Bill 420, the case of People v. Urziceanu [132 Cal.App.4<sup>th</sup> 747], and with the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use by California Attorney General Edmund G. Brown Jr., you are required to read and agree to the following statements to become a member of Diego Kush Caregivers, Inc.*

**Please understand that these are for your protection as well as ours.** Please read the following statements and initial that you have read each where provided. Please sign the last page of this Agreement confirming that you have read each of the statements and understand them.

- 1) I hereby declare that I am a qualified medical marijuana patient, or primary caregiver, under California Health and Safety Code §§ 11362.5, 11362.7, et. seq., and my doctor has recommended and/or approved my use of medical marijuana.

**Patient/Member initials:** \_\_\_\_\_

- 2) I understand that Diego Kush Caregivers, Inc. is a lawful, private, members- only Medical Marijuana collective under California law. This Collective complies with California Health and Safety Code §11362.775 which states that medical marijuana patients and their primary caregivers may “associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes.” It is my intent to join Diego Kush Caregivers, Inc.

**Patient/Member initials:** \_\_\_\_\_

- 3) I also understand that Diego Kush Caregivers, Inc. complies with the standards set forth in the August 2008 “Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use” by California Attorney General Edmund G. Brown Jr. (hereinafter referred to as Guidelines), which states:

- a. **Collectives:** California law does not define collectives, but the dictionary defines them as “a business, farm, etc., jointly owned and operated by the members of a group.” (*Random House Unabridged dictionary*; Random House, Inc. © 2006.) Applying this definition, a collective should be an organization that merely facilitates the collaborative efforts of patient and caregiver members – including the allocation of costs and revenues. As such, a collective is not a statutory entity, but as a practical matter it might have to organize as some sort of business to carry out its activities. The collective should not purchase marijuana from, or sell to, non-members; instead, it should only provide a means for facilitating or coordinating transactions between members. (Guidelines, section IV.A.2., p.8.) Diego Kush Caregivers, Inc. abides by this definition.

**Patient/Member initials:** \_\_\_\_\_

- b. **Guidelines for the Lawful Operation of a Cooperative or Collective:** Collectives and Cooperatives should be organized with sufficient structure to ensure security, non-diversion of marijuana to illicit markets, and compliance with all state and local laws. The following are some suggested guidelines and practices for operating collective growing operations to help ensure lawful operation. (Guidelines, section IV.B., p.9.) Diego Kush Caregivers, Inc. abides by these guidelines.

**Patient/Member initials:** \_\_\_\_\_

- c. **Non-Profit Operation:** Nothing in Proposition 215 or the MMP authorizes collectives, cooperatives, or individuals to profit from the sale or distribution of marijuana. (See, e.g., § 11362.765(a) [“nothing in this section shall authorize... any individual or group to cultivate or distribute marijuana for profit”]. (Guidelines, section IV.B.1., p.9.) Diego Kush Caregivers, Inc. operates in a non-profit manner. Any money received from our members is used to cover the overhead of our organization, which includes but is not limited to rent, salaries, growing costs, legal fees, etc. Any excess money received beyond the cost of overhead is put back into the organization, and used to further the goals of the organization. These goals include community service, patient advocacy, and educating the public regarding the medical use of cannabis.

**Patient/Member initials:** \_\_\_\_\_

- d. **Business Licenses, Sales Tax, and Seller’s Permits:** The State Board of Equalization has determined that medical marijuana transactions are subject to sales tax, regardless of whether the individual or group makes a profit, and those engaging in transactions involving medical marijuana must obtain a Seller’s Permit. Some cities and counties also require dispensing collectives and cooperatives to obtain business licenses. (Guidelines, section IV.B.2., p.9.) I understand that Diego Kush Caregivers, Inc. has obtained the necessary Seller’s Permit, and pays sales tax to the State of California on all medical marijuana transactions.

**Patient/Member initials:** \_\_\_\_\_

- e. **Membership Application and Verification:** When a patient or primary caregiver wishes to join a collective or cooperative, the group can help prevent the diversion of marijuana for non-medical use by having potential members complete a written membership application. The following application guidelines should be followed to help ensure that marijuana grown for medical use is not diverted to illicit markets. (Guidelines, section IV.B.3., p.9.) The agreement I am presently reading is the agreement drafted by Diego Kush Caregivers, Inc. which is in full compliance with the California Attorney General Guidelines of August 2008. The following sections are from the Guidelines.

**Patient/Member initials:** \_\_\_\_\_

- i. I hereby declare under penalty of perjury that I am a qualified patient and/or a primary caregiver of a qualified patient, and that a doctor has recommended or approved my use of medical cannabis, or if I am a primary caregiver the use of medical cannabis by my qualified patient. I understand that Diego Kush Caregivers, Inc. will contact my recommending or approving physician to verify the status of my recommendation or approval. If I am a primary caregiver, Diego Kush Caregivers, Inc. will contact my patient, and my patient's doctor, to verify their status as a qualified medical marijuana patient. (See Guidelines, section IV.B.3.a., p.9.)

**Patient/Member initials:** \_\_\_\_\_

- ii. I agree not to distribute marijuana to non-members. (See Guidelines, section IV.B.3.b., p.9.)

**Patient/Member initials:** \_\_\_\_\_

- iii. I agree that I will only use marijuana for medical purposes. (See Guidelines, section IV.B.3.c., p.9.)

**Patient/Member initials:** \_\_\_\_\_

- iv. I acknowledge that Diego Kush Caregivers, Inc. will maintain membership records on site or have them reasonably available. (See Guidelines, section IV.B.3.d., p.9.)

**Patient/Member initials:** \_\_\_\_\_

- v. I agree to maintain a valid recommendation or approval throughout my membership in Diego Kush Caregivers, Inc.. I will renew my recommendation or approval before the expiration date. If for some reason I am unable to renew my recommendation or approval before the expiration date, I will inform Diego Kush Caregivers, Inc. of that fact before my recommendation or approval expires. (See Guidelines section IV.B.3.e., p.9.)

**Patient/Member initials:** \_\_\_\_\_

- vi. I understand that Diego Kush Caregivers, Inc. will enforce conditions of membership by excluding members whose physician recommendations or approvals have expired, or who are caught diverting marijuana for non-medical purposes, or who fail to comply with all of the provisions of this membership agreement. (See Guidelines sections IV.B.3.f., p.9.)

**Patient/Member initials:** \_\_\_\_\_

- f. **Collectives Should Acquire, Possess, and Distribute Only Lawfully Cultivated Marijuana:** Collectives and Cooperatives should acquire marijuana only from their constituent members, because only marijuana grown by a qualified patient or his or her primary caregiver may be lawfully transported by, or distributed to, other members of a collective or cooperative. (§§11362.765, 11362.775.) The collective or cooperative may then allocate it to other members of the group. Nothing allows marijuana to be purchased from outside the collective or cooperative for distribution to its members. Instead, the cycle should be a closed-circuit of marijuana cultivation and consumption with no purchases or sales to or from non-members. To help prevent diversion of medical marijuana to non-medical markets, collectives and cooperatives should document each member's contribution of labor, resources, or money to the enterprise. They should also track and record the source of their marijuana. (Guidelines IV.B.4., p.10.) Diego Kush Caregivers, Inc. acquires and distributes only lawfully cultivated marijuana. I understand that this organization is in full compliance with the above statement.

**Patient/Member initials:** \_\_\_\_\_

- g. **Distribution and Sales to Non-Members are Prohibited:** State law allows primary caregivers to be reimbursed for certain services (including marijuana cultivation), but nothing allows individuals or groups to sell or distribute marijuana to non-members. Accordingly, a collective or cooperative may not distribute medical marijuana to any person who is not a member in good standing of the organization. A dispensing collective or cooperative may credit its members for marijuana they provide to the collective, which it may then allocate to other members. (§11362.765(c).) Members also may reimburse the collective or cooperative for marijuana that has been allocated to them. Any monetary reimbursement that members provide to the collective or cooperative should only be an amount necessary to cover overhead costs and operating expenses. (Guidelines IV.B.5., p.10.) I understand that Diego Kush Caregivers, Inc. strictly prohibits the sale of medical marijuana to non-members, and strictly adheres to the principals stated above.

**Patient/Member initials:** \_\_\_\_\_

- h. **Permissible Reimbursements and Allocations:** Marijuana grown at a collective or cooperative for medical purposes may be:
- i. Provided free to qualified patients and primary caregivers who are members of the collective or cooperative;
  - ii. Provided in exchange for services rendered to the entity;
  - iii. Allocated based on fees that are reasonably calculated to cover overhead costs and operating expenses; or
  - iv. Any combination of the above. (Guidelines IV.B.6., p.10.)
- I understand that as a member of Diego Kush Caregivers, Inc. I will be in one of the above relationships with the organization.

**Patient/Member initials:** \_\_\_\_\_

- i. **Possession and Cultivation Guidelines:** If a person is acting as a primary caregiver to more than one patient under section 11362.7(d)(2), he or she may aggregate the possession and cultivation limits for each patient. For example, applying the MMP's basic possession guidelines, if a caregiver is responsible for three patients, he or she may possess up to 24 oz. of marijuana (8 oz. per patient) and may grow 18 mature or 36 immature plants. Similarly, collectives and cooperatives may cultivate and transport marijuana in aggregate amounts tied to its membership numbers. Any patient or primary caregiver exceeding individual possession guidelines should have supporting records readily available when:

- i. Operating a location for cultivation;
- ii. Transporting the group's medical marijuana; and
- iii. Operating a location for distribution to members of the collective or cooperative. (Guidelines IV.B.7., p.10.)

Diego Kush Caregivers, Inc. strictly follows the above guidelines when cultivating, transporting, or operating a location for distribution to members. I agree that if I am involved in any of the above three aspects of our organization, I will follow these guidelines.

**Patient/Member initials:** \_\_\_\_\_

- j. **Security:** Collectives and Cooperatives should provide adequate security to ensure that patients are safe and that the surrounding homes or businesses are not negatively impacted by nuisance activity such as loitering or crime. Further, to maintain security, prevent fraud, and deter robberies, collectives and cooperatives should keep accurate records and follow accepted cash handling practices, including regular bank runs and cash drops, and maintain a general ledger of cash transactions. (Guidelines IV.B.8., p.11.) Diego Kush Caregivers, Inc. will take reasonable and practical measures of security, and follow accepted cash handling practices. I agree that I will not loiter around the premises, use my medication around the premises, or create any type of nuisance or disturbance around the premises.

**Patient/Member initials:** \_\_\_\_\_

- 4) I hereby agree and assign agency rights to Diego Kush Caregivers, Inc. for the limited purpose of assisting me in obtaining legally cultivated marijuana and for purposes of growing medication for my benefit. Diego Kush Caregivers, Inc. may be required to purchase, possess, transport, and cultivate marijuana on my behalf, and I grant Diego Kush Caregivers, Inc. limited authority to do so for this purpose.

**Patient/Member initials:** \_\_\_\_\_

- 5) I hereby verify that I am a California resident and my personal medical marijuana will not be taken out of the state of California. I further verify and agree that my medical marijuana shall not be shared, sold, bartered, traded, exchanged, or delivered in any other means to any other person, unless I am a primary caregiver of a qualified patient who is a member of Diego Kush Caregivers, Inc., and who resides in the same county as me. I understand that all marijuana obtained is for medical use only, and that any member who fails to comply with the terms of this agreement will immediately have their membership revoked.

**Patient/Member initials:** \_\_\_\_\_

- 6) I understand that Diego Kush Caregivers, Inc. is a private, members-only collective. I further understand that I am a non-voting member, and that I will have little or no say in how the organization is operated.

**Patient/Member initials:** \_\_\_\_\_

- 7) As a member, I understand Diego Kush Caregivers, Inc. has other members with similar Membership Agreements. I hereby authorize Diego Kush Caregivers, Inc. to jointly possess the medical marijuana as described under this agreement jointly with other Diego Kush Caregivers, Inc. members under similar membership agreements. I agree the medical marijuana possessed by Diego Kush Caregivers, Inc. at any time is the collective property of every patient who is also under this Membership Agreement.

**Patient/Member initials:** \_\_\_\_\_

- 8) I understand that as a member of Diego Kush Caregivers, Inc., I must contribute money, labor, or resources in exchange for membership in the organization. Such contributions are necessary to conduct the day to day operations of the Collective for the mutual benefit of its members. I may also be asked at some time in the future to assist with the cultivation of our plants. Any member who wishes to cultivate marijuana for the benefit of the Collective and its members may do so, but only if said member is in possession of a grower certificate issued by Diego Kush Caregivers, Inc. This is to ensure that the amount cultivated is consistent with the needs of the Collective and its members, as well as compliance with local and state ordinances that may affect the member's ability to cultivate marijuana at a given location. Additionally, compensation to any member growing on behalf of the Collective will be limited to reimbursement of reasonable overhead and operating expenses.

**Patient/Member initials:** \_\_\_\_\_

- 9) I agree and understand that any member whose medical recommendation has expired shall be excluded from membership until such time that their status as a qualified patient pursuant to the Compassionate Use Act can be verified. I agree to possess my original or a true and correct copy of my recommendation when I am on Diego Kush Caregivers, Inc. property. I understand that failure to do so may result in refusal of services. I hereby agree to all future changes of these policies as the laws for safe access develop.

**Patient/Member initials:** \_\_\_\_\_

10) I understand that under California Health and Safety Code section 11362.81, it is a misdemeanor to fraudulently represent a medical condition or fraudulently provide any material misinformation to a physician, county health department or the county's designee, or state or local law enforcement agency or officer, for the purpose of falsely obtaining an identification card. I hereby swear under penalty of perjury that I did not violate any of the above in obtaining my recommendation or approval to use medical marijuana.

**Patient/Member initials:** \_\_\_\_\_

11) I understand that all prospective members' status as qualified patients or primary caregivers must be verified prior to acceptance into Diego Kush Caregivers, Inc., and that my recommending or approving physician will be contacted prior to my acceptance. In the event that a patient's status cannot be verified immediately, Diego Kush Caregivers, Inc. will contact the prospective member to advise of confirmation. Possession of a valid, county-issued medical marijuana identification card satisfies this requirement.

**Patient/Member initials:** \_\_\_\_\_

12) I understand that there are certain legal issues that may arise as a result of the operation of Diego Kush Caregivers, Inc. Though collectives are legal under California law, it is impossible to predict how law enforcement will respond to our operation. I agree that Diego Kush Caregivers, Inc. may use all documents associated with my membership in order to provide a defense in court.

**Patient/Member initials:** \_\_\_\_\_

13) *Optional:* I understand that to prove a defense in court, it may be necessary for Diego Kush Caregivers, Inc. to call witnesses who will testify in court to the lawful operation of our collective. I agree to testify in court should any member Diego Kush Caregivers, Inc. face criminal charges as a result of the activities of our collective.

**Patient/Member initials:** \_\_\_\_\_

14) I hereby authorize Diego Kush Caregivers, Inc. to cultivate, obtain, transport, and possess my medical marijuana on my behalf.

**Patient/Member initials:** \_\_\_\_\_

15) I hereby designate Diego Kush Caregivers, Inc. as my medical marijuana administrator under Health and Safety Code § 11362.765(b)(3).

**Patient/Member initials:** \_\_\_\_\_

16) As a condition of joining Diego Kush Caregivers, Inc. and by using such medicine/herbal cannabis and related products as I may obtain, I, my heirs, and those with me expressly and forever disclaim the warranty of merchantability and the warranty of fitness for a particular purpose. Any product obtained may be inspected prior to delivery. The cannabis and related products are offered solely on an AS IS basis with no warranty whatsoever.

**Patient/Member initials:** \_\_\_\_\_

17) As a condition of utilizing such medicine/herbal cannabis and related products as I may obtain, I, my heirs, and those with me expressly and forever waive any and all claims now known, or discovered at any time in the future due to, related to, or arising from my use and/or storage and/or handling of cannabis or any other product/herb/food/oil/concentrate I may obtain from Diego Kush Caregivers, Inc..

**Patient/Member initials:** \_\_\_\_\_

18) I understand that any member of law enforcement who is a bona fide patient must disclose the fact that he/she is a member of law enforcement. Otherwise, by signing these terms and conditions, I promise, state, and affirm, under penalty of perjury under the laws of the State of California, that I am not a member of, affiliated with, nor employed by any law enforcement department, entity, or agency.

**Patient/Member initials:** \_\_\_\_\_

19) I agree to provide Diego Kush Caregivers, Inc. with all changes in my contact information, diagnosis, or primary physician immediately.

**Patient/Member initials:** \_\_\_\_\_

20) I agree that any violation of the terms of this agreement or any other club rules are grounds for immediate termination of my membership.

**Patient/Member initials:** \_\_\_\_\_

**I HAVE READ AND UNDERSTOOD THE ABOVE REQUIREMENTS AND AGREE TO FOLLOW THESE GUIDELINES. ADDITIONALLY, I HEREBY AUTHORIZE MY TREATING PHYSICIAN TO RELEASE ANY MEDICAL INFORMATION CONCERNING MY DIAGNOSIS, CONDITION, OR PROGNOSIS TO DIEGO KUSH CAREGIVERS, INC. AND ITS AUTHORIZED REPRESENTATIVES**

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Member's Name

\_\_\_\_\_  
Member's Signature

**MEDICAL CANNABIS HIPAA WAIVER HEALTH INFORMATION PRIVACY**

I am aware of my right to privacy of my health related information. I hereby authorize the use and disclosure of the medical information contained in the medical recommendation of my physician for medical cannabis for confirmation with the doctor by Diego Kush Caregivers, Inc., from time to time. I also understand a copy of my record will be kept by the center on file, will be kept with my marijuana while being transported, and may be kept by our growers with your plants. I understand that Diego Kush Caregivers, Inc.' privacy policy is not to disclose the name or identity of any patient other than in the course of confirmation of the recommendation, or under severe legal emergencies. I understand that I may have extra protection under California and Federal law as to my information; however, I expressly authorize the use and storage of this information in accordance herewith. I understand I may revoke my authorization in writing at any time and that Diego Kush Caregivers, Inc. will then maintain a record, but block out my name. I understand I am under no obligation to sign this form; however I realize that in order to ask Diego Kush Caregivers, Inc. to provide me access to medical cannabis, I grant the right to use the information as described herein. I understand that I have the right to inspect this authorization, and my file with Diego Kush Caregivers, Inc. I understand that there is the possibility of re-disclosure of information in the course of confirming my recommendation. This authorization shall terminate on the termination of my membership in Diego Kush Caregivers, Inc., unless I terminate sooner in writing. I have had an opportunity to review this form, and I confirm it accurately reflects my wishes.

Print Full Name: \_\_\_\_\_, Patient Member

Signature: \_\_\_\_\_ Date: \_\_\_\_\_