

## **Membership Agreement**

Kush Cart Cannabis Home Delivery in Portland is licensed as a retail dispensary under the OLCC and licensed as a marijuana retail courier under Portland City to provide members with safe and affordable access to quality cannabis products and information by dedicated professionals.

By signing up you agree to the following terms and conditions and represent that all of the following statements are true:

### **I. Terms of Use**

- a. This agreement defines the rights, terms, and conditions of membership in Kush Cart Cannabis Home Delivery in Portland, a retail cannabis company dispensing collective operating pursuant to a license issued by the City and County of Portland, OR.
- b. Kush Cart Cannabis Home Delivery in Portland membership is granted on an individual basis and is subject to the terms and conditions of this agreement.
- c. Membership entitles recreational users access to Kush Cart Cannabis Home Delivery in Portland' products and use of our services during operating hours, subject to restrictions that may be amended at our discretion.

### **II. Eligibility for Membership**

To be eligible for membership with Kush Cart Cannabis Home Delivery in Portland, the member must:

- a. Possess valid, government-issued identification verifying patient is at least 21 years of age at the time of application;
- b. Possess proof of OR residency.

### **III. Disclosures**

- a. In accordance with applicable state and local laws, compensation is received for the reasonable costs of operating the dispensary, including compensation incurred for services provided to qualified individuals to enable that individual to transport cannabis pursuant to OR Health & Safety Codes, or for payment of reasonable out-of-pocket expenses incurred in providing those services, or both. Reasonable out-of-pocket expenses may include expenses for services, rent or mortgage, utilities, employee costs, furniture, maintenance and reserves.
- d. All cannabis distributed by Kush Cart Cannabis Home Delivery in Portland is manufactured and processed in the State of OR and has not left the state before arriving for distribution among Kush Cart Cannabis Home Delivery in Portland members.
- e. All activities related to the cultivation of cannabis conducted by Kush Cart Cannabis Home Delivery in Portland in comply with applicable state and local laws including, but not limited to, building and planning codes. Kush Cart Cannabis Home Delivery in Portland operates in compliance with the OLCC. If State or Local law is violated, the license to operate may be revoked or suspended.
- h. In compliance with state and local law, Kush Cart Cannabis Home Delivery in Portland collects reimbursements from customers for a 20% marijuana tax. Further, Kush Cart Cannabis Home Delivery in Portland is committed to helping our members and the community by providing services and other charitable contributions. Member acknowledges that Kush Cart Cannabis Home Delivery in Portland is not a tax-exempt organization under applicable state or federal revenue codes.

i. The OR Office of Environmental Health Hazard Assessment added marijuana smoke to its list of chemicals known to cause cancer. Member hereby acknowledges receipt of this notice.

#### IV. Membership Standards of Behavior and Responsibilities; Use and Verification of Personal Health Information

a. By signing this agreement you acknowledge the authenticity of this document and the information you have provided and continue to provide to the facility is a true and faithful representation of the truth to the best of your ability under penalty of perjury.

#### V. Membership Standards of Behavior and Responsibilities; Termination

By signing this agreement you acknowledge receipt and understanding of Kush Cart Cannabis Home Delivery in Portland' Membership Code of Conduct. Member further understands that violation of the Code of Conduct may result in immediate termination of membership at Kush Cart Cannabis Home Delivery in Portland collective or other disciplinary remedies as appropriate. Member acknowledges that Kush Cart Cannabis Home Delivery in Portland may, at their discretion, amend and update this Code of Conduct. Kush Cart Cannabis Home Delivery in Portland reserves the right to terminate this agreement with any member at any time.

#### VI. Informed Consent

You acknowledge that Kush Cart Cannabis Home Delivery in Portland makes no claims, of any sort, on behalf of any products, services, or treatment protocols for any condition whatsoever (despite overwhelming scientific evidence to the contrary). You understand that you should continue to seek professional medical consultation and monitoring while using any cannabis product.

#### VII. Waiver; Indemnification

a. Member Risk: In consideration of services rendered to you by Kush Cart Cannabis Home Delivery in Portland, you agree, for yourself and your heirs, executors and assigns, to hold Kush Cart Cannabis Home Delivery in Portland harmless from any loss, theft, cost, claim, injury, damage or liability ("Damages") incurred as a result of the use of Kush Cart Cannabis Home Delivery in Portland products or services provided by Kush Cart Cannabis Home Delivery in Portland. You have been informed and acknowledge that Kush Cart Cannabis Home Delivery in Portland makes no claims as to medical results that can be obtained through use of cannabis products and have neither suggested nor will suggest any medical treatment to members. You understand that cannabis remains a prohibited substance under Federal law and accept all risk associated with its possession and consumption.

b. Acknowledgements: You understand that your monetary contributions to Kush Cart Cannabis Home Delivery in Portland, are used to support the continued legal operation of Kush Cart Cannabis Home Delivery in Portland. You declare that you will not deliver any product obtained from Kush Cart Cannabis Home Delivery in Portland to any other person not authorized by OR law to possess them.

#### VIII. Amendments

Member acknowledges that Kush Cart Cannabis Home Delivery in Portland reserves the right to amend or update this agreement periodically and will provide proper notice to the member in the event of any change in terms. Any amendment initiated by the member must be signed, and agreed to in writing and approved by a director or manager of the collective.

Membership Code of Conduct

all members are required to adhere to the following code of conduct. violation of any of these rules may result in revocation of membership.

1. Members must be at least 21 years old and must present valid, government-issued, identification upon receipt of all cannabis products and services by Kush Cart Cannabis Home Delivery in Portland.
2. Members shall be limited to state limits of cannabis per order, without exceptions.
3. All cannabis obtained through Kush Cart Cannabis Home Delivery in Portland is for the personal, use of the member. cannabis may not be resold or redistributed for any reason.
4. Members and staff are to treat each other with respect and courtesy at all times. Offensive, abusive and/or threatening language and/or behavior will not be tolerated for any reason.
5. Members are required to check the contents of the delivery before Kush Cart Cannabis Home Delivery in Portland driver leaves and must try to resolve any issues with the driver. If the member fails to resolve the issue with the driver directly, have the driver call our office to speak with the shift manager or community liaison.
6. To discuss problems with staff, please ask to speak to the manager on duty.
7. Members shall not photograph, record audio/video, or broadcast any activities concerning Kush Cart Cannabis Home Delivery in Portland without prior consent from an authorized agent.
8. For safety's sake, place all cannabis out-of-sight upon completing your transaction with Kush Cart Cannabis Home Delivery in Portland.
9. Members acknowledge and understand that cannabis consumption during pregnancy may harm their baby if marijuana is used in any form and at any time during their pregnancy or while breastfeeding. If a child eat or drink marijuana please call the Poison Center Hotline as soon as possible 1-800-222-1222