

**Host Community Agreement for Marijuana Testing Facility**

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of [REDACTED], a Massachusetts municipal corporation with a principal address of [REDACTED] (the "City"), and [REDACTED], a Massachusetts limited liability company with a principal address of [REDACTED] (the "Operator") (collectively, the "Parties"), in connection with [REDACTED] marijuana testing facility (the "Facility") operating in the City in accordance with the laws of the City and of the Commonwealth of Massachusetts, as now in effect and as hereinafter enacted.

WHEREAS, the Operator's laboratory is regulated by the Department of Public Health ("DPH") and therefore is limited to testing medical marijuana;

WHEREAS, the Operator is seeking to expand the laboratory's use to the testing of adult use marijuana and therefore is applying to the Cannabis Control Commission ("CCC") for a license; and

WHEREAS, the CCC's regulations require a testing laboratory to enter into a host community agreement with the municipality in which it is located prior to receiving a license to operate;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledge, and the mutual promises set forth below, the Operator and the City agree as follows:

1. School Participation. The Operator and its team of scientists will participate in and be a resource to the STEM programs operating within the public and private schools located in the City of [REDACTED]. The Operator agrees to make its employees available upon reasonable notice and at reasonable times to the schools and community service projects. Participation may include community service, working with faculty on programs, presentations to students, and working one on one with specific students on scientific projects. The City and the Operator agree to meet annually to plan and identify school and community service opportunities for its professionals and other employees. The Operator agrees to provide a minimum of 150 hours of employees' time to meet its obligation under this section.
2. Parking and Transit. The Operator agrees to make available to the public the elevated parking area on the [REDACTED] side of the building, after 5 p.m. on weekdays and all weekends. The Operator will erect a sign that informs the public that the use of its lot is at the risk of the individual. The Operator further agrees to relinquish its exclusive access to seven (7) of the thirteen (13) on-street parking it currently possesses pursuant to the easement recorded in the [REDACTED] Registry of Deeds [REDACTED] and record a release of the easement with respect to the seven (7) parking spaces which are identified as spaces numbered 7, 8, 9, 10, 11, 12, and 13 on the Easement Plan of Land for [REDACTED] recorded at [REDACTED] [REDACTED] in the [REDACTED] Registry of Deeds. The Operator also agrees to install

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a bicycle rack, capable of holding at least six (6) bicycles at the site, that will be made available to the public and to employees as part of the City’s official bike share program.

3. Security. The Operator shall maintain a cooperative relationship with the [REDACTED] Police Department, including but not limited to attending periodic meetings to review operational concerns, cooperation in investigations, and communication to the [REDACTED] Police Department of any suspicious activities at the Facility. The Operator shall maintain security at least in accordance with the security as approved by the CCC or such other state licensing or monitoring authority and shall provide a copy of its security plan and protocols to the [REDACTED] Police Department for its review and approval, which shall not be unreasonably withheld. The Operator shall promptly report the discovery of the following to the City’s Police within twenty-four (24) hours of the Operator becoming aware of such event: theft; loss; any criminal activity by employees; unusual discrepancy in weight or inventory of marijuana being tested; any vehicle accidents, diversions, losses, or other reportable incidents that occur onsite or during transport of marijuana; any loss or unauthorized alteration of records related to marijuana; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

- a. Cameras. To the extent requested by the City’s Police Department, and consistent with the CCC Regulations, the Operator shall work with the City’s Police Department in determining the placement of exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public ways on which the Facility is located and maintain any cameras currently in place. At the request of the [REDACTED] Police Department, such cameras shall be connected to the City’s existing camera surveillance system. The parties understand that such camera requirements or locations may be altered by the CCC during their security and architectural review process.

4. Local Hiring. To the extent permissible by law, the Operator will make jobs available to local, qualified residents of the City; and such residency will be a positive factor in hiring decisions provided that this does not prevent Operator from hiring the most qualified candidates and complying with all employment laws and other legal requirements, including Section [REDACTED] of the City’s Ordinance. The Operator will also work in a good faith, legal and non-discriminatory manner to similarly consider local status of vendors, suppliers, contractors and builders from the City, and the surrounding area, to be a positive factor in retaining such vendors.
5. Improvements to the Facility Site. If the Operator makes any capital improvements to the site at which the Facility is located, such improvements shall be such that the property will match the look and feel of the City and be of construction standards at least at the quality of other nearby businesses. If any capital improvements are

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made to the Facility by the Operator or the Owner, the Operator shall use best efforts such that these improvements reflect the standards established in the City's climate change adaptation plan and that power supply shall be through the [REDACTED] [REDACTED] electrical aggregation program's greenest available product or a supplier with a minimum of equivalent renewable power sources.

6. Term; Termination. This Agreement shall be in effect for five (5) years from the date of execution but may terminate at the time that either of the following occurs.
  - a. If, for cause, the City determines that termination is in the best interests of the City. Cause shall be defined as the following: (i) the Operator fails to obtain, and maintain in good standing, all necessary local licenses and permits, and such failure remains uncured for thirty (30) days following written notice from the City; (ii) the Operator fails to make payments to the City or comply with other obligations as required under the terms of this Agreement, and such failure remains uncured for thirty (30) days following written notice from the City. Such termination will take place only after written notice to the Operator and an opportunity for the Operator to be heard by the City Council;
  - b. the Operator ceases to operate the Facility; or
  - c. the Operator is no longer licensed by the CCC and/or DPH as a medical or adult use testing laboratory.
7. Re-Opener/Review. In the event that the Operator, or another marijuana testing facility, within the Commonwealth enters into a host community agreement for a Facility to test medical and/or adult use marijuana with another municipality that contains financial terms that are superior to what the Operator agrees to provide the City pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the City equivalent or superior to those provided to the other municipality.
8. Registration Contingency. The obligations of the Operator and the City set forth in this Agreement are contingent upon the issuance of a license to operate an independent testing laboratory for adult use marijuana by the CCC to the Operator the operation of the Facility in [REDACTED].
9. Compliance with Legal Requirements. The Operator shall comply with all laws, rules, regulations and orders applicable to the operation of a testing laboratory for medical and/or adult use marijuana, including any ordinances and/or regulations of the City, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the Facility. Upon request, the Operator shall provide a copy of its application to the CCC as well as any annual filings to the City.

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10. Notices. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth above or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or if sent by private overnight or other delivery service, when deposited with such delivery service.
11. Assignment; Binding Effect. The Operator shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
12. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
13. Amendment. This Agreement may only be amended by a written document duly executed by both of the Parties. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the City and the Operator.
14. Headings. The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained in this Agreement.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof. The venue for any dispute hereunder shall be in the courts of Essex County.
17. Entire Agreement. This Agreement, including all documents incorporated by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements,

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negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

18. Counterparts. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto set their hands and seals on the day and year first above written.

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\_\_\_\_\_  
Name: ████████████████████

By: \_\_\_\_\_  
Name:  
Title: