

Medical Cannabis Cooperative Agreement for The Leonard Moore Cooperative

Pursuant to the provisions of California Health and Safety Code § 11362.775,

I hereby certify the following:

- 1) I have the right to obtain and use cannabis for medical purposes where that medical use has been deemed appropriate and has been recommended and/or approved by a California physician who has determined that my health would benefit from the use of marijuana in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which marijuana provides relief;
- 2) I am a qualified medical cannabis patient who is entitled to the protections of California Health and Safety Code Sections 11362.5, and 11262.7 et seq;
- 3) A true and correct copy of my current written physician's recommendation and/or approval for the medical use of cannabis is attached hereto;
- 4) As a qualified medical cannabis patient under the Compassionate Use Act, and the Medical Marijuana Program Act, I intend to associate with the members of the medical cannabis Cooperative, being hereby formed, in part, through this agreement, in order to cooperatively cultivate cannabis for medical purposes pursuant to the Medical Marijuana Program Act, which includes in part, California Health and Safety Code § 11362.775 and Section 1 (b)(3) of the uncodified portion of the Medical Marijuana Program Act, which was enacted by the People of the State of California, in part, in order to promote uniform and consistent application of the Compassionate Use Act among the counties within the state, and to enhance the access of patients and caregivers to medical cannabis through collective, cooperative cultivation projects;
- 5) As a member of this medical cannabis cooperative, I understand and agree that each and every member of this Cooperative will contribute labor, funds, supplies, services and/or materials towards the cultivation and/or procurement of cannabis for medical purposes;
- 6) That the Cooperative may also provide a means for facilitating or coordinating transactions between members, while excluding all non-members from any exchanges, reimbursements, provisions, remunerations or any other transaction that involves medical cannabis;
- 7) That none of the members of this cooperative, shall profit from the sale or distribution of medical cannabis;
- 8) That medical cannabis cooperatives should acquire cannabis only from their constituent members, because only cannabis grown by a qualified patient or his or her primary caregiver may lawfully be transported by, or distributed to, other members of a collective or cooperative (§§ 11362.765, 11362.775);

9) That the cooperative may allocate medical cannabis to other members of the group, and that nothing allows cannabis to be distributed/allocated outside the cooperative and its members;

10) That cannabis grown at a cooperative for medical purposes may be:

- a) Provided free to qualified patients and primary caregivers who are members of the collective or cooperative;
- b) Provided in exchange for services rendered to the entity;
- c) Allocated based on fees that are reasonably calculated to cover overhead costs and operating expenses; or
- d) Any combination of the above;

11) That as such, in accordance with the Medical Marijuana Program Act, the Compassionate Use Act, and the 2008 California Attorney General Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, this cooperative is formed in accordance with California Health and Safety Code § 11362.775, as well as under any and all California State laws that may provide said cooperative and its members relief, where California Health and Safety Code § 11362.775 provides as follows:

“Qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients and persons with identification cards, who associate within the State of California in order cooperatively or cooperatively to cultivate marijuana for medical purposes, shall not solely on the basis of that fact be subject to state criminal sanctions under Section 11357, 11358, 11359, 11360, 11366, 11366.5, or 11570.”
(H&S § 11362.775)

12) According to the State guidelines codified within the Medical Marijuana Program Act, H&S § 11362.77.

- (a) A qualified patient or primary caregiver may possess an amount of medical marijuana that is **reasonably related** to the patient's medical needs.
- (b) If a qualified patient or primary caregiver has a doctor's recommendation that this quantity does not meet the qualified patient's medical needs, the qualified patient or primary caregiver may possess an amount of marijuana consistent with the patient's needs.
- (c) Counties and cities may retain or enact medical marijuana guidelines allowing qualified patients or primary caregivers to exceed the state limits set forth in subdivision (a).
- (d) Only the dried mature processed flowers of female cannabis plant or the plant conversion shall be considered when determining allowable quantities of marijuana under this section;

13) That (member's names) has the right to cooperatively cultivate medical cannabis for all member/patients. Thus **The Leonard Moore Cooperative** will possess and/or cultivate enough medical cannabis to meet the aggregate of the needs of all of its qualified patient members;

14) That I will not divert, furnish, sell, distribute and/or give any cannabis to any persons who are not qualified patient members of this cooperative;

15) That, when requested of me by the cooperative, I will provide any services, labor and/or resources necessary to maintain this cooperative, of which I am legally and physically able to provide;

CULTIVATOR'S AGREEMENT

16) That, if or when, I cultivate cannabis for medical purposes for other members of this association of qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients and persons with identification cards, who associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes under the provisions of the 2004 Medical Marijuana Program Act, including Health and Safety Code § 11362.775, I agree, and will perform the following:

A) That, I will receive from any cooperative member(s) any monies, services or any other tangible valuable consideration for any cannabis beyond the expenses I have incurred while cultivating the cannabis, including, but not limited to the cost of fertilizers, various sundries, real property expenses or rental, professional services, management costs, and labor incurred as a result the cultivation of the cannabis, and that I will not request or receive any profit for any cannabis cultivation, activities;

B) That, I understand that any remuneration for my labor during any cannabis cultivation, will be reasonably related to my training, education and skills;

C) That, I will never use any toxic chemicals for pest or disease control during the cultivation of the cannabis;

D) That, I will never use any fertilizers, or other nutritional products for the cannabis that are not to be used for the cultivation of food products (i.e. I will not use any products designed to be used for ornamental plants);

RELEASE OF LIABILITY

17) Please feel free to consult with other members of the Leonard Moore Cooperative regarding your use of medical cannabis, as well as cultivation of medical cannabis. However, be aware that there is no guarantee that any of the advice given will produce usable medicine and the Leonard Moore Cooperative, its agents, employees, and members do not guarantee any results represented or advised. In addition, the information given is strictly for educational purposes and shall not be construed as legal advice.

This agreement shall be in effect as of_____.

Renewal Date_____.

Member's First Name

Member's Last Name

Member's Address, City, State, & Zip

Member's Phone

Member's Signature

Doctor's Name & Doctor's Phone

Date

Member's ID or CDL

NOTICE TO LOCAL LAW ENFORCEMENT: Pursuant to the Constitution of the State of California, Amendment III, Section 3.5(c), state enforcement officials do not have the authority to refuse to enforce a statute on the basis that federal law or federal regulations prohibit the enforcement of such statute. Furthermore, in Garden Grove v, Superior Court, the Court of Appeal for the Fourth Appellate District has observed that, "it is not the job of the local police to enforce the federal drug laws." Thank you for your understanding and compliance.