

Membership Agreement & Application

Patient's Information:

Date: _____

Last Name: _____ Middle: _____ Birth Date: _____

First Name: _____ Over 65 yr: Yes/No Are you a Veteran: Yes/No

Address: _____

City: _____ Zip: _____

Driver's Lic.: _____ Exp. Date: _____

Cell # _____ Carrier _____

(Texting Patients with Monthly Specials)

Patient's NY Driver's Lic. or State ID Card

Physician's Information:

Doctor's Name: _____

Phone No: _____

Address: _____

City: _____ Zip: _____

Date of Recommendation: _____

State ID: _____ Exp. Date: _____

Terms, Conditions & Representations:

I represent and warrant that all information, representations, records and other documents I provide to the Collective, and those provided on my behalf, to join the Collective, are to the best of my knowledge and belief true, correct, complete and without any material omission. I agree to all of the following terms and conditions of membership of Herbs, Inc. a nonprofit corporation organized under New York Law and a Medical Marijuana Collective operating a Dispensary. I understand that this agreement is required to join the Collective, and I promise to abide by its terms and conditions at all times. In consideration of the processing of my application, the rights, privileges and benefits of membership in the Collective, and other good and valuable consideration the receipt of which I hereby acknowledge, I enter into this Agreement as of the date set forth next to my signature.

1. I am a New York resident, 21 years of age or older, a qualified patient under New York Law, and my doctor has recommended medical marijuana as treatment for my medical condition.
2. I agree to comply with (1) this Agreement, (2) The Collective's Rules & Regulations, its policies, and procedures adopted by the Collective's board of directors, and (3) state and local City of Rochester laws and regulations relating to medical marijuana and collectives, as the same may be amended or superseded from time to time. Nothing in this Agreement shall be construed as authorizing any actions which violate State or City of Rochester laws with regard to the cultivation, transportation and sale of Marijuana. **Patient's Initials:** _____
3. I agree not to distribute any marijuana to anyone who is not an active member of the Collective, and only to use the medical marijuana obtained from the Collective for my personal, legitimate, medical needs as recommended by my doctor. I will not take my personal medical marijuana out of the State of New York for any reason.
4. I agree that any violation of the terms of this Agreement or any other rules, regulations and procedures established by the Collective's board of directors are grounds for immediate termination of membership, and that the Collective's management reserves the right to refuse to provide medical marijuana on any given day to any member for any reason or no reason whatsoever. **Patient's Initials:** _____
5. I agree to provide the Collective with all changes in my contact information, diagnosis, and changes in my medical condition or primary physician immediately.
6. The Collective may use my individually identifiable personal information, and may disclose such information to

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persons identified in Government Code §3301 and to the City of Rochester acting within the course and scope of their official duties, and others. I understand that the Collective's policy on privacy is to not disclose the name or identity of any patient other than to confirm physician recommendations for use of medical marijuana, patient identities, and as may be reasonably necessary to further the cultivation, processing, transportation, storage and dispensing of medical marijuana in compliance with State of New York and City of Rochester's medical marijuana laws. **Patient's Initials:** _____ Release of Liability and Hold Harmless – I release the City of Rochester and its Agents, officers, elected officials, and employees from any injuries, damages or liabilities of any kind that result from any arrest or prosecution of the Collective or its members for violation of Federal or State laws and from any and all legal liability related to or arising from the registration of the Collective or the enforcement of the provisions of this Chapter. In addition I shall indemnify and hold harmless the City of Rochester and its Agents, officers, elected officials, and employees from any claims, damages or liabilities arising from claims filed by third parties due to the operations at the Location or Premises or arising from claims filed by the Collective's members arising out of the possession, cultivation or dispensing and/or on- or off-site use of Medical Marijuana provide at the Location or Premises.

7. **Patient's Initials:** _____
8. The City of Rochester neither warrants nor guarantees the quality or Safety of the Medical Marijuana obtained from this Collective.
9. Every member shall keep all medicine, including medical marijuana, properly secured. I agree that I will secure my medical marijuana so that nobody, especially children, will have access to it and will store it in a clean and dry place. I will keep all Medical Marijuana out of Reach of Children.

All Patients shall abide by the Collective's Rules and Regulations:

- A. NO persons Under the Age of 21 Allowed.
- B. One Visit per Member per Day.
- C. You must present Legal Documents from a NY Licensed Physician per Health & Safety Codes for Membership.
- D. NO Consumption of Medical Marijuana on the Premises or in the Parking Lot. NO Smoking within n 50 feet of all building entrances. NO one under the influence of Alcohol or other Illegal Substances will be allowed. NO persons shall have any of the following on the Premises: Alcoholic Beverages, Fire Arms or Controlled Substances. NO Members shall distribute Medical Marijuana to Nonmembers
- E. Conduct yourself in a Respectable Adult Manner at all times. NO loud, abusive language or loud radios in parking lot or adjacent neighborhoods. Loitering at the location of a Medical Marijuana Collective for an illegal purpose is prohibited by NY Penal Code 647(h).
- F. Violation of these Regulations shall be grounds for termination as a Member of this Collective.
- G. We reserve the right to refuse service to anyone, especially those breaking these Rules & Regulations.

I hereby affirm that I have read understand and agree to the terms and conditions of this membership agreement without reservation and that I am a qualified patient under Health and Safety Code §11362.5.

Patient's signature: _____ Date: _____

Print your name: _____

[For Office Use Only]	
Verification of Patients Doctor's Recommendation	
Patient received by: _____	
Physician contacted by: _____	
Verified: <input type="checkbox"/>	Not Verified: <input type="checkbox"/>
Date: _____ Time: _____	

[For Office Use Only]	
Verification of Physician's NY Medical License	
Checked by: _____	
Physician's Lic. No.: _____	
Verified: <input type="checkbox"/>	Not Verified: <input type="checkbox"/>
Date: _____ Time: _____	