

RETAIL CANNABIS (MARIJUANA) LOCAL LICENSING APPLICATION



San Miguel County Planning Department P.O. Box 548, Telluride, CO 81435 Phone (970) 728-3083 – Fax (970) 728 3098 www.sanmiguelcounty.org	RECEIVED _____ PAID _____ RM-_____
--	--

License for:					Operation Fee:
<input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Modification to Premises				\$	
License Type:			Permit:		
<input type="checkbox"/> Retail Marijuana Store License <input type="checkbox"/> Retail Marijuana Cultivation Facility <input type="checkbox"/> Retail Marijuana Products Manufacturing <input type="checkbox"/> Retail Marijuana Testing Facility			<input type="checkbox"/> Off Premises Storage of Retail Marijuana Facility		
Physical Address					
Applicant's Legal Business Name/Trade Name (DBA)			12 Digit Parcel ID Number		Zone District
Street Address of Business			Business Phone Number ()		
Mailing Address		City	State	Zip	
Primary Contact Person					
Primary Contact Person for Business		Primary Contact Phone Number ()		Primary Contact Cell Number ()	
Primary Contact Email Address					
Primary Contact Address		City	State	Zip	
State Retail Marijuana License Numbers					
Retail Marijuana Center Number			Products Manufacturing Number		
Cultivation Facility Number			Testing Facility Number		
Applicant's Signature				Date	

Retail Marijuana License Application Checklist

For Complete Regulation Language see BOCC Resolution 2012-10, Exhibit A Sections 4 & 5

Submitted	Section 4 (1)	
	(a)	<i>Copy of Lease, Deed, or Contract</i> for right to possess physical premises.
	(b)	<i>Building Plans</i>
	(b)	<i>Food Prep Area</i>
	(c)	<i>Location Plan/Plot Plan</i> - Submit a location plan showing all uses located within 1,000 feet of the premises including schools, daycare facility (see complete list in Section 4.1 c.)
	(d)	<i>Fees</i> – Make payable to San Miguel County
	(e)	<i>Fingerprints</i> – Applicants shall include a set of fingerprints for each licensee applicant on forms provided by the state licensing authority.
	(f)	<i>Corporate, LLC, or Partnership</i> – Formation documents shall be provided for any licensee other than a sole proprietorship.
	(g)	<i>Material Safety Data Sheets (“MSDS”)</i> – MSDS sheets for each and every proposed chemical and/or proposed chemical mixtures to be stored or used on the premises shall be submitted with the application.
Submitted	Section 4 (3)	
	(a)	<i>Fire District Comments</i> – Written comments or a letter from the appropriate fire district in which the proposed licensed premises are to be located demonstrating compliance with the applicable fire code provisions.
	(b)	<i>Proof of county land use approval</i> – use is allowed in the proposed location.
	(c)	<i>SMC Department of Health and Environment approval</i>
	(d)	<i>SMC Building Department approval</i> – facility must comply with applicable building codes and comply with all applicable Colorado plumbing/electrical code standards.
	(e)	<i>SMC Sheriff’s Office</i> – Written comments or a letter with regard to the Sheriff’s recommendations concerning issuance of the license(s) for which application has been made, including the results of any investigation conducted.
Submitted	Section 5	
	(3)	<i>State License for the proposed Licensed Premises.</i>
	(4)	<i>Indemnification</i> – Applicant/Licensee must provide an executed indemnification in a form acceptable to the Local Licensing Authority.
	(5)	<i>Permit Duration</i> – Local License shall be valid for a period not to exceed one year from date of issuance, and shall terminate on the same date as the State Licensing Authority’s license.
		<i>Affirmation & Consent Form</i>
		<i>Investigation Authorization & Authorization to Release Information</i>
		<i>Applicant’s Request to Release Information</i>

Retail Cannabis (Marijuana) Local Licensing Application
San Miguel County – Planning Department
P.O. Box 548, Telluride, CO 81435
Phone (970) 728-3083 – Fax 970-728-3098 – www.sanmiguelcounty.org

PRIOR TO THE LOCAL LICENSING AUTHORITY’S FINAL DECISION REGARDING AN APPLICATION, THE APPLICANT SHALL PROVIDE THE FOLLOWING INFORMATION:

TELLURIDE FIRE PROTECTION DISTRICT	
Written comments or a letter from the appropriate fire district in which the proposed licensed premises are to be located demonstrating compliance with the applicable adopted fire code provisions.	
<input type="checkbox"/> No objection to the Retail Marijuana facility as proposed.	
_____	_____
Signature TFPD	Date
<input type="checkbox"/> Applicant must comply with the following adopted fire code provisions:	
_____	_____
Signature TFPD	Date

SAN MIGUEL COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT	
For Retail cannabis infused products manufacturing licenses, documentary proof of compliance with the applicable county and/or state health department standards.	
<input type="checkbox"/> No objection to the Retail Marijuana facility as proposed.	
_____	_____
Signature SMC Dept. Health & Environment	Date
<input type="checkbox"/> Applicant must comply with the following health code provisions:	
_____	_____
Signature Dept. Health & Environment	Date

SAN MIGUEL COUNTY BUILDING DEPARTMENT

For all licensed facilities located within a building or structure for which a San Miguel County Building permit is required, documentary proof of compliance with all applicable county building code standards, as well as documentary proof of compliance with all applicable Colorado Plumbing/Electrical Code standards.

No objection to the Retail Marijuana facility as proposed.

Signature SMC Building Official

Date

Applicant must comply with the following county building code standards:

Signature SMC Building Official

Date

SAN MIGUEL COUNTY SHERIFF'S OFFICE

Written comments or a letter from the San Miguel County Sheriff or his designee with regard to the Sheriff's recommendations to the Local Licensing Authority concerning the issuance of the license(s) for which the application has been made, including the results of any investigation conducted pursuant to Section 5 (1): New application review shall include, but need not be limited to, an investigation into the criminal background, if any, of the proposed licensee(s) by the San Miguel County Sheriff's Office ("SMCSO"). The SMCSO may, in its discretion, require the proposed licensee(s) to submit to a personal interview regarding, but not limited to, their background, qualifications, and financial arrangements, relevant to the proposed License.

No objection to the Retail Marijuana facility as proposed, and recommend no additional security measurers required.

Signature SMCSO

Date

Application should be Denied. See attached written report of the results of the SMCSO investigation of the proposed licensee(s).

Signature SMCSO

Date

**SAN MIGUEL COUNTY COLORADO
RETAIL CANNABIS LOCAL LICENSEE
INDEMNIFICATION AGREEMENT**

The undersigned in consideration for the San Miguel County Board of Commissioners, acting in its capacity as the Local Licensing Authority, issuance of a Retail Cannabis (Marijuana) local license to the undersigned pursuant to the Colorado Retail Marijuana Code (C.R.S. Title 12, Article 43.3, Part1) by its acceptance of such Local License hereby agrees, undertakes, and covenants to hold and save harmless, release, and indemnify San Miguel County, its Board of County Commissioners, the San Miguel County Local Licensing Authority, and their officers, directors, employees, contractors and agents, and all other persons or entities associated or affiliated with San Miguel County, all jointly and severally (collectively, the “County”), from and against any and all liabilities, claims, demands, actions, damages, injuries, and/or rights of action, of any nature whatsoever, that are related to, arise out of, or are in any way connected with the County’s issuance of a local license to the undersigned pursuant to the Colorado Retail Marijuana Code and San Miguel County Board of County Commissioners Resolution #2013-15, including, but not limited to the County’s adopted Retail Cannabis Local Licensing Standards.

The undersigned understands and acknowledges that by signing this Retail Cannabis Local Licensee Indemnification Agreement the undersigned has given up certain legal rights and/or possible claims that the undersigned might otherwise assert or maintain against the County. The undersigned also understands and acknowledges that this Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that if any portion hereof is held invalid, the undersigned agrees and understands that the balance shall continue in full legal force and effect.

The undersigned understands and acknowledges that this Indemnification Agreement constitutes the entire agreement and understanding between the undersigned and the County relating to the subject matter herein and that it cannot be modified or changed in any way by the representations or statements of the County, or by the undersigned.

Nothing herein shall be deemed or construed as waiver or diminishment of any protections, limitations, rights or immunities available to the County by any provision of Colorado law, including, without limitation, any protection or limitation of liability under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

In the event that a controversy, dispute, litigation or arbitration emerges over this Indemnification Agreement, venue and jurisdiction shall be proper only in San Miguel County District Court. The County shall have the right to recover reasonable attorneys fees and costs it may incur to enforce this Indemnification Agreement

Affirmation & Consent

I, _____, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Retail Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Retail Marijuana license by the San Miguel County. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of a temporary Retail Marijuana application or the revocation of the license. I am voluntarily submitting this application to the San Miguel County Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a San Miguel County Retail Marijuana License, and for 90 days following the expiration or surrender of such Retail Marijuana License.

Print Full Legal Agent Name clearly below:

Applicant's Business Name		Trade Name (DBA)	
Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name	
Signature		Date	

INVESTIGATION AUTHORIZATION AUTHORIZATION TO RELEASE INFORMATION

I, _____, as an authorized agent for the applicant, hereby authorize the San Miguel County Local Licensing Authority, through the San Miguel County Sheriff's Office (hereafter, the Investigative Agency) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigative Agency to provide any and all information deemed necessary by the Investigative Agency. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigative Agency a complete and accurate record of such transactions that may have occurred with that institution, including but not limited to, internal banking memoranda, past and present loan applications, financial statements, and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigative Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigative Agency to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigative Agency to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigative Agency reserves the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigative Agency may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, San Miguel County, the Investigative Agency, and other agents of employees of San Miguel County shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to San Miguel County, the Investigative Agency, and other agents or employees of San Miguel County for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigative Agency, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Agent Name clearly below:

Applicant's Business Name	Trade Name (DBA)
---------------------------	------------------

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
--------------------------------------	------------------------	-------------------------

Legal Agent Title	Signature (Must be signed in front of one witness)
-------------------	--

Dated this _____ day of _____, 20____ at _____ (time)

_____, _____ (City) _____ (State)

Witness Signature

APPLICANT'S REQUEST TO RELEASE INFORMATION

To: _____

From: _____

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the San Miguel County Retail Marijuana Local Licensing Authority whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the San Miguel County Retail Marijuana Local Licensing Authority to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the San Miguel County Retail Marijuana Local Licensing Authority to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/We hereby authorize and request that a duly appointed agent of the San Miguel County Retail Marijuana Local Licensing Authority be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking records, savings deposit records, safe deposit box records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the San Miguel County Retail Marijuana local Licensing Authority, my/our true and lawful attorney in fact for me/us in my/our behalf and for my/our use and benefit:
 - (a) To request, review, copy, sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
 - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
 - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do it personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the San Miguel County Retail Marijuana Local Licensing Authority an application for a Retail Marijuana Local License. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employers arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Legal Agent Last Name (Please Print)			Legal Agent First Name			Legal Agent Middle Name		
Legal Agent Title			Signature (Must be signed in front of one witness)					
Dated this _____ day of _____, 20____ at _____ <div style="text-align: right; margin-right: 100px;">(time)</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> (City) (State) </div>								
Witness Signature								
Signature of Retail Marijuana Licensing agent presenting this request						Date		