

## **MEDICAL MARIHUANA FACILITY LICENSE APPLICATION SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Charter Township of Waterford (herein called Township), in the amount of \$ 10,000.00, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Section 10-301(b)(23) of the Township Medical Marihuana Facility Licensing Ordinance ("Ordinance") requires a bond in this amount to be filed as part of an Application for a Township Medical Marihuana Facility License, and Principal, as the Named Applicant will be filing an Application for one or more of such Licenses, referred to in this Bond as the "Application"; and

WHEREAS, the purpose of this Bond is to provide funds for use by the Township for costs and attorney fees incurred in defending an action challenging a Township decision on the Application as described in the Condition of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS BOND is that if a complaint, petition, claim of appeal, or other proceeding with any court or governmental administrative agency, challenging, contesting, or otherwise seeking to invalidate a Township decision on the Application or money damages based on the Township decision, is not filed or commenced by Principal, any other Applicant as defined in the Ordinance, or any person on behalf of the Principal, and after 21 days from the Township's final decision, the Principal and all other Applicants provide the Township with a signed written agreement that waives any and all rights to apply for leave to appeal from the decision or file any other court or governmental agency complaint, petition, or other proceeding against the Township or its officials, employees, or agents based on the decision, this obligation shall be null and void. Otherwise it shall remain in full force and effect until the expiration of six (6) years after the date of the Township's final decision.

Upon Principal, any other Applicant as defined in the Ordinance, or any person on behalf of the Principal, filing or commencing a complaint, petition, claim of appeal, or other proceeding with any court or governmental administrative agency, challenging, contesting, or otherwise seeking to invalidate a Township decision on the Application or money damages based on a Township decision, the full amount of this bond shall be paid by Surety to the Township within 30 days after the Township's written Demand for Payment to Principal and Surety that shall be sent by registered mail or overnight delivery service.

If Surety has paid the full amount this Bond within the time required by a Township Demand for Payment, after a final and unappealable court or agency decision on the Township decision on the Application, any amounts of the Bond proceeds not used by the Township for costs and attorney fees in defending the Township decision on the Application shall be returned to Surety without interest.

### **PRINCIPAL**

Date: \_\_\_\_\_

(See attached notarization of signature)

### **SURETY**

Date: \_\_\_\_\_

(See attached notarization of signature)