



**Interim Cannabis Dispensary Agreement**  
Commencing February 2021  
The Six Nations People's Cannabis Coalition

This **Interim Cannabis Dispensary Agreement** shall serve as a temporary permit issued by the Six Nations People's Cannabis Coalition (SNPCC) and represents a harmonious extension of the previously adopted Six Nations People's Cannabis Coalition Agreement. This "Interim Agreement" advances The People's Will as part of the first steps for establishing a regulated cannabis industry. Business owners who sign this Agreement shall dedicate themselves to the processes of improving the SNPCC policies and collectively working towards making positive changes in our community. All members of the Six Nations People's Cannabis Coalition, which includes signatories to this interim agreement, are dedicated to ensuring youth have no access to cannabis through SNPCC approved business locations.

All products sold shall be thoroughly tested on a random sample basis which may be verified by the SNPCC and comply with any current SNPCC testing guidelines. Testing records shall be kept for at least 12 months from the date of the sale. Business owners agree to allow personnel designated by the SNPCC to perform site inspections and compliance checks at the discretion of the SNPCC. These visits may serve to keep SNPCC members aware of any additions to the agreement, aid businesses with relevant information, and enhance the policies of the SNPCC. This agreement will bind businesses together in the spirit of cooperation; and make all members accountable to one another and to our community.

All businesses will contribute a minimum of 1% of net sales to the coalition's community initiative fund on a monthly basis. We are of the belief that those who have the ability to make our community safer and better have the obligation to do so. The community initiative fund will be used to enhance pre-existing programs running in our territory as well as establishing others that look to make a positive impact for our people. From infrastructure to social programming, strong communities raise strong people. The SNPCC, in consultation with the community, shall determine which initiatives are to be funded so as to benefit the community.

Breaches of this Interim Cannabis Dispensary Agreement will be subject to penalties according to SNPCC policies or at the discretion of the SNPCC where policies have not yet addressed certain types of breaches. Any penalty fines levied shall be payable to the SNPCC community initiative fund. Repeat offenses may result in the loss of certification or approval of this Interim Cannabis Dispensary Agreement and any subsequent SNPCC permits - and in severe cases may include the permanent banning of the business and the location.

As an interim agreement, these are the principals we will use to move forward together with the priorities of community safety, product quality, active business cooperation, and giving back to our community. Applicants for the Interim Cannabis Dispensary Agreement agree that she or he accepts and shall adhere to all elements of this agreement and the previously adopted Six Nations People's Cannabis Agreement of the Six Nations People's Cannabis Coalition.

Business Owner Signature:

Date:

SNPCC Designate Signature:

Date:



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**Application**

Businesses shall be required to submit information regarding the operations and ownership of their business as determined by the SNPCC as part of this application. Inadequate information or discrepancies may lead to loss of permit and loss of membership with the SNPCC. The "SNPCC" in this agreement refers to The Six Nations People's Cannabis Coalition.

Business Name:

Owner: (Copy of status card must be attached)

General manager:

Location:

Phone:

Email:

Proposed Business Activities and Products to be Processed and Sold:

Security and Safety Outline (What measures are being taken to ensure the community, businesses, and products are safe):

Please list programs and initiatives that you believe should be funded through the community fund:



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## **Regulations**

Within these regulations, the short form "Dispensary Agreement" refers to this Interim Cannabis Dispensary Agreement. A business owner approved for the Interim Cannabis Dispensary Agreement agrees to the following:

1. This Agreement applies to activities related to the dispensary and sale of cannabis grown on Six Nations for SNPCC approved business owners for the Dispensary Agreement.
2. Businesses must be owned and operated by a Six Nations member.
  - a) The owner(s) must be 19+ years of age.
  - b) The applicant business must have 70% equity controlling interest by Six Nations members.
3. This Dispensary Agreement authorizes the retail sale of cannabis products for dispensary stores located on the territory of Six Nations. Businesses may sell their products through physical brick and mortar locations as well as online means. This Dispensary Agreement authorizes the retail sale of the following types of products:
  - I. Cannabis Flower (labels must show CBD% and THC%),
  - II. Edibles (labels must show CBD% and THC%),,
  - III. Tinctures and Distillates (labels must show CBD% and THC%),
  - IV. Cannabis Oil (labels must show CBD% and THC%),
  - V. Creams, Lotions, Balms and Other (Body Surface) Topicals (labels must show CBD% and THC%),
  - VI. Cannabis and Hemp Textiles,
  - VII. Concentrates (labels must show CBD% and THC%),
  - VIII. THC Based Extracts (labels must show CBD% and THC%),
  - IX. CBD Based Extracts (labels must show CBD% and THC%),
  - X. Other Cannabinoid and Terpene Based Extracts (labels must show CBD% and THC%),,
  - XI. Products Requiring Altering the Cannabis Plant or Bi-Products by Chemical and Physical Manufacturing Processes Beyond the Drying and Curing of Cannabis Plants (labels must show CBD% and THC%).

Retail locations shall not sell more than 30 grams of cannabis product per customer per day, unless the customer is a holder of a medical script.

4. Edibles must be easily identifiable and not be mistaken for children's candy. Products must be stored in childproof containers with proper warning labels. All ingredients must appear on the packaging and labels and must emphasize common allergens. Perishable edibles are to be stored in a refrigerated environment. Suppliers will be required to submit typical product identification packages to become an approved cannabis retailer.



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5. All Dispensary Agreement approved business owners undertaking cannabis retail activities shall have their products tested by a third party that meets community and SNPCC standards. Dispensaries are required to procure analytical testing services or products to detect microbial contamination, pesticides, heavy metals, THC, and CBD in the cannabis product.

6. This Dispensary Agreement will allow the approved holder to sell cannabis to a person who has attained at least the age of nineteen (19) years or to a holder of a valid Canadian Medical Cannabis Card (MMAR or ACMPR) or doctor's prescription from a dispensary located within Six Nations Territory. No SNPCC approved business shall sell to someone they believe is supplying a person who is under the age of 19 years old.

7. Dispensary Agreements shall be in effect until the SNPCC implements a new updated Cannabis Dispensary Permit or implements a new overall SNPCC Agreement that includes regulations for Cannabis Dispensary Permits. At that point in time, business owners operating with this Dispensary Agreement shall agree to and sign the new SNPCC dispensary permit documents and/or this Dispensary Agreement will no longer be valid. Furthermore, it is understood that the SNPCC may make amendments to any authorizing agreements, regulations or permits from time to time and the amendments shall constitute additional binding agreements for SNPCC approved cannabis businesses. SNPCC approved business owners shall adhere to such amendments or else all SNPCC agreements they are signatories to will no longer be valid. Any liabilities resulting from the transition to a new SNPCC Dispensary Permit shall fall solely on the signatories to this Interim Cannabis Dispensary Agreement.

8. Business owners must submit a separate business plan that includes how the proposed business benefits the Community of Six Nations, benefits the new cannabis industry at Six Nations, and illustrates how their proposed cannabis business meets Six Nations community standards. All business plans for cannabis dispensary operations must include detailed plans so as to demonstrate:

- I. Consumer safety,
- II. The safety of the surrounding community,
- III. The safety of dispensary employee personnel,
- IV. Environmental protection,
- V. Market & business viability

All Dispensary Agreement business owners are required to submit a security plan within the business plan that is submitted as part of the application for this agreement.

9. Business owners with an approved Dispensary Agreement must prevent unauthorized access to the dispensary and stores must have secured entry points. Business owners with an approved Dispensary Agreement must install security cameras and record all parts of the store perimeter, store access points, and customer areas daily, 24 hours per day, and maintain such video recordings in a secure location for one year. The video surveillance



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system's fault tolerance as well as solutions to any possible video surveillance system's failures must be demonstrated as adequate prior to this agreement being authorized.

10 All cannabis products must be stored securely at all times and be accessible only by staff from receipt of product to point of sale, destruction, or return to the supplier. Cannabis retail businesses must ensure that cannabis products and cannabis accessories are not visible from the exterior of the store and exterior premises. Cannabis stores may use sensory display containers to allow customers to see and smell cannabis. Sensory display containers must be locked and tamper-proof to prevent customers from touching the cannabis, and must not be able to be removed from the premises.

11. Business owners with an approved Dispensary Agreement must restrict access to the dispensary site(s) with the use of keys or key cards or other such devices, to owners, employees performing job duties, and previously designated business personnel impacting the operations of the approved dispensary business. All cannabis products must be stored in a secure location.

12. All employees and contractors entering an SNPCC approved dispensary must be at least 19 years old.

13. The identity of every employee and contracted individual who enters the secure areas of a business must be recorded for entry and exit and the records shall kept in a secure location for six months.

14. All Dispensary Agreement business owners shall utilize the services of a security business prior to the commencement of dispensary activities to ensure sound security systems are being deployed at all cannabis dispensaries. All Dispensary Agreement business owners are required to submit a security plan within the business plan submitted as part of the application for this agreement. The SNPCC agrees with the following Alcohol and Gaming Commission of Ontario Registrar's Standards for Cannabis Retail Stores and adopts them as part of this agreement -security cameras and lighting at a cannabis retail business must be positioned to clearly capture 24 hour coverage of the interior of the premises and immediately outside the premises, including the:

1. Entrances and exits, including where IDs are checked
2. Pick up area(s) for cannabis purchased online or by telephone
3. Point of sale area(s)
4. Receiving area(s)
5. Sales floor area(s)

15. Security clearances shall be required only at the discretion of the Dispensary Agreement business owner signatories. Dispensary Agreement business owners are encouraged to require their employees and previously designated business personnel impacting the operations of the approved dispensary business to submit a police check for their employment or services. Employees with a record of any indictable offense may be



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employment restricted on a case by case basis by the SNPCC where such employment may jeopardize public confidence in the cannabis industry at Six Nations - as determined by the SNPCC and where such a determination may include a consultation process with community members of Six Nations.

16. It is understood and agreed to that no person shall be approved for a Dispensary Agreement unless all dispensary areas have been inspected and certified by SNPCC designated personnel as being in compliance with the standards set forth in this agreement and any applicable regulations in the previously adopted Six Nations People's Cannabis Coalition Agreement.

17. Cannabis retail stores may only sell cannabis and cannabis-related items. No tobacco products may be sold from cannabis retail stores. No cannabis business will operate later than 11:00 pm and before 7:00 am. Cannabis retail stores are to be located in buildings. Trailers will be allowed for the interim period but it is expected and will be required that businesses invest in moving cannabis stores into a building as soon as possible. No Dispensary Agreement business shall locate a cannabis retail store in a residence dwelling or attached to a residence dwelling.

18. All Dispensary Agreement business owners are required to maintain cannabis dispensary operations tracking systems and record keeping. Records shall be kept for dated retail sales transactions for all identified products, product sales quantities, inventory control, for all testing as per the standards and testing provisions as outlined in Parts 19 through 21 of the previously adopted Six Nations People's Cannabis Coalition Agreement, and for inbound supplier product receiving.

19. All Dispensary Agreement business owners are required to adhere to the applicable Part 23 Community Contributions sections of the previously adopted Six Nations People's Cannabis Coalition Agreement. A community contribution minimum of 1% of net sales shall be submitted to the SNPCC each month for the community initiative fund.

20. Applicant business owners for the Interim Cannabis Dispensary Agreement agree that upon signing the agreement she or he indemnifies the Six Nations People's Cannabis Coalition from and against any liability relating to the business owner's cannabis business, investment, and any instances of theft, fire, or injury, and any and all expenses related to the conduct of the business or the termination of the business. The business owner signatory to this Dispensary Agreement accepts that any and all liabilities related to any activities delineated in this agreement shall fall solely upon the business owner. The business owner hereby declares agreement with this paragraph and to indemnifying the SNPCC by signing this Dispensary Agreement.

21. Dispensary advertising shall be regulated by the SNPCC in such a manner that ensures the well-being of Six Nations community. The SNPCC agrees with the following Alcohol and Gaming Commission of Ontario Registrar's Standards for Cannabis Retail



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Stores and adopts them as part of this agreement. Specifically, cannabis retail advertising for SNPCC approved cannabis retail businesses may not:

1. Appeal to or target persons under 19 years of age;
2. Promote cannabis or cannabis accessories in a way that is false, misleading, or deceptive;
3. Suggest or imply, directly, indirectly, or by use of endorsements of testimonials, that consumption of cannabis is associated with success, enjoyment of an activity, fulfillment of a goal, or the resolution of a problem;
4. Be associated with medicine, health, or pharmaceuticals;
5. Depict or suggest the illegal sale of cannabis;
6. Associate consumption of cannabis with driving a motorized vehicle, or with any activity that requires care and skill or has elements of danger.

22. All Dispensary Agreement businesses approved under this Dispensary Agreement may sell or transfer ownership of their businesses during the time period that this Dispensary Agreement is in effect, provided the buyer(s) or new owners agree to the same tenets, assertions and regulations as the original permit holders did. Such agreements will be superseded if a more current SNPCC dispensary regulatory agreement is adopted, in which case the buyer(s) or business transfer beneficiaries must agree to and sign the most current version of an SNPCC Dispensary Agreement or Permit. Ultimately, the SNPCC shall determine whether or not to approve new ownership permits.

23. All Dispensary Agreement businesses approved under this Dispensary Agreement shall adhere to current COVID-19 health and safety requirements stipulated by the SNPCC.

24. Cannabis business locations operating using this Dispensary Agreement must not be located within 200 meters of public parks, schools, churches, longhouses, burial grounds, daycares, and community buildings. This provision requires that no dispensary agreements or permits will be approved for in-Ohsweken locations until such time as the SNPCC deems them appropriate.

25. Please be advised that product price minimums or price controls may be established at some point in the future to anchor pricing for the SNPCC based market - if severe pricing conflicts warrant such regulations - in order to protect business owners from being driven from industry participation as a result of monopolization tactics. Pricing minimums would be adopted only if pricing conflicts rise to a level of being clearly threatening as a trend towards industry monopolization within the membership industry. The adoption of price controls would require a consensus agreement amongst members.

26. A filing fee of \$100 shall accompany this application and agreement and shall be due after an applicant's business premises have been inspected and approved and the business plan has been approved. It is understood that a total filing fee of \$1,000 shall come due at the time the SNPCC implements a new updated Cannabis Dispensary Agreement or implements a new superseding Six Nations People's Cannabis Coalition Agreement that





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includes regulations for holders of Cannabis Dispensary Permits. The interim \$100 filing fee may be applied to a subsequent \$1,000 filing fee, consequently reducing the required balance due to \$900.

27. A community contribution minimum of 1% of net sales shall be submitted to the SNPCC each month for the community initiative fund.

28. Penalties for non-compliance or breaches of this agreement shall be tiered as follows:

- a. A prescribed fine for offenses forgivable to be determined by the SNPCC (yet to be defined.)
- b. Suspension of this Dispensary Agreement and an accompanying cultivation agreement until compliance is met and penalties are paid
- c. Banning of the business permanently (e.g.: for illegal drug sales)

I, \_\_\_\_\_, The Owner of \_\_\_\_\_, Agree

I, \_\_\_\_\_, Also an Owner of \_\_\_\_\_, Agree

To Abide by the Terms and Regulations in this Dispensary Agreement. I understand that any breaches of this agreement by me (or us) could result in a temporary or permanent suspension of this Agreement by the SNPCC. I/We also understand that it is my and our responsibility to be accountable to the community and act with the highest standards of integrity and safety. I am declaring that all sections of this Interim Cannabis Dispensary Agreement are acknowledged and agreed to by me.

Business Owner Signature:

Date:

SNPCC Designate Signature:

Date: