

Membership and Ceding Agreement

1. MEMBERS DETAILS

Members Name:

Address:

Phone Number:

Email Address:

I.D Number:

Date of Birth:

2. AGREEMENT AND FEES

This Agreement between the Member and the [] Cannabis Club (“The Club”) is on a month to month basis at the initial due rate of R[] per month payable in advance.

A late fee of R[] will be applied for all payments received after the 5th of each month.

A non-refundable Joining Fee of R[] is payable on the signing of this Agreement.

Three late payments and/or payments with insufficient funds in any 12 month period will result in termination of this Agreement pursuant to Clause 7.

The Club may change and review membership dues on an annual basis and shall give prior written notice of any such change,

3. MEMBERS OBLIGATIONS

The Member agrees to keep and obey all rules and regulations currently in force or in future prescribed by the Club including but not limited to the Club Code of Conduct and Club Constitution published on the website and posted in any Club premises and given in writing to the Member on the signing of this Agreement and by way of any notice served pursuant to Clause 8 below.

The Member acknowledges that they have been provided with mandatory educational material pertaining to the safe and healthy consumption of cannabis.

The Member confirms that in the last year their personal consumption has been on average [] grams per month.

The Club reserves the right to revoke this Membership Agreement if the Member is in breach of any of the rules and regulations or for reason of nuisance, disturbance, moral turpitude or fraud in accordance with the Club Constitution by giving notice in accordance with this Agreement.

The Member provides a guarantee that they will not do anything which does or may end, limit or cause to be revoked the Member's constitutional right to cultivate cannabis pursuant to the Constitutional Court ruling of September 2018 including but not limited to any cultivation of cannabis by the Member outside the limits and direction of the Club

4. CODE OF CONDUCT

Without limiting the Member's obligations to obey the rules and regulations of the Club presently in force or in future prescribed, the Member agrees to obey the following –

- You must be a cannabis enthusiast interested in the educational, medicinal, recreational benefits of cannabis and promotion of the same.
- You will be vetted and verified for criminal records and financial soundness
- You are required to be a free-minded, free-thinking, self-sustaining individual
- You will be required to assist in an annual volunteer program of education and advocacy on cannabis
- You may not buy, sell or otherwise trade cannabis or any related product that has been generated and supplied to you by the Club.
- You cannot join and get cannabis or any related product on the same day.
- You will be expected to participate on the processing and trimming of plants buds and related products and to give reasonable assistance to the maintenance of the Club its premises and equipment if reasonably required by the Club.
- You must ensure your personal details are kept up to date
- If you don't collect your monthly allocation within 2 weeks of it becoming available, it will lapse and no allocation is due for that month.
- The Club reserves the right to produce and retain 25% of all harvests as a buffer for future crop failure, for use in Club events and for research and development of new products

5. CLUB OBLIGATIONS

The Club shall maintain the purposes of the Club to the best of its ability in accordance with the Club Constitution and Club Rules for the benefit of the Members.

The Club shall use all reasonable endeavours to provide to the Member a minimum monthly allocation of [] grams of cannabis per month in return for the Members agreement to cede

all rights to cultivate cannabis as per the Ceding Agreement in Clause 6 below and upon payment of all fees referred to in Clause 2 above

6. CEDING AGREEMENT

The Member cedes assigns transfers and otherwise confers all right title and interest the Member has to cultivate cannabis pursuant to the Constitutional Court Ruling of September 2018 to the Club so that they Club may cultivate cannabis on behalf of the Member and collectively on behalf of other members of the Club.

7. NON-TRANSFER

It is expressly understood and agreed that this Agreement is not assignable or transferable by the Member and no rights or privileges granted by this Agreement may be transferred or assigned by the Member

8. NOTICES

All written notices between the parties to this Agreement and other communications are validly served if sent to

- In the case of the Club – *[insert club email address here]*
- And in the case of the Member the email address contained in Clause 1 above

9. TERMINATION

Without limiting the Clubs ability to terminate this Agreement for cause, the Club may terminate this Agreement by giving 1 month’s written notice to the Member.

The Member may cancel this Agreement by giving not less than 1 month’s written notice to the Club pursuant to Clause 8 above.

The Member acknowledges receipt of a copy of this Agreement on the date hereof executed by the Club and the Member and both parties acknowledge these Agreement terms.

MEMBER

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

CLUB REPRESENTATIVE

PRINT NAME: _____

SIGNATURE: _____

DATE: _____