

Good Neighbour Agreement (Cannabis)

This agreement made this ____ day of _____, _____.

WHEREAS (the "Business Licensee"):

- A. Wishes to demonstrate to the City of Parksville (the "City"), the City's affiliate associations, and the citizens of Parksville its efforts to be a responsible corporate citizen for the City of Parksville.
- B. Recognizes its role as a responsible corporate citizen and responsible neighbour within the community and agrees to work with the City and its departments to resolve concerns.
- C. Wishes to promote Parksville as a vibrant, safe, and attractive community for the enjoyment of everyone, including residents, visitors, businesses, and their workers.
- D. Recognizes that City Council has made good neighbour agreements mandatory on an annual basis as part of maintaining a Retail Cannabis Sales Business Licence and that non-compliance with this agreement may be brought to the attention of the Business Licence Inspector or City Council, which may, in turn, require the business owner(s) to attend a Business Licence Suspension and/or Cancellation Hearing.
- E. Recognizes that Cannabis Retail Licence establishments have a civic responsibility beyond the legislated requirements of the *Cannabis Control and Licensing Act* to control the conduct of their patrons; and that the *Cannabis Control and Licensing Act*, the policies of the Liquor and Cannabis Regulation Branch, City bylaws, and other statutes and legislation shall, as the case may require, take precedence over this agreement.
- F. Recognizes that should the Business Licensee's Cannabis Licence be suspended or cancelled, its Business Licence will also be suspended or cancelled and that, should Cannabis Retail Business Licence incidents occur and remain unresolved, the City may exercise its power to place conditions on the associated Business Licence (e.g. regulating hours of operation).

AND WHEREAS the City wishes to:

- G. Commend the Business Licensee for its recognition of its civic responsibilities and commitment to fostering a good working relationship with the City and the Business Licensee's neighbours.
- H. Demonstrate its commitment to early resolution of disputes with the Business Licensee in relation to this agreement whenever possible.

NOW THEREFORE in conjunction with and in consideration of obtaining, continuing to hold, or renewing a Business Licence, the Business Licensee covenants and agrees with the City as set out in **Schedule "A"** attached to forming part of this Agreement.

IN WITNESS WHEREOF the parties have executed this agreement in the City of Parksville, Province of British Columbia, this _____ day of _____, _____.

The Business Licensee by its authorized signatory:

Signature

Print Name

On behalf of the City of Parksville by its Business Licence Inspector:

Signature

Print Name

SCHEDULE "A" to Good Neighbour Agreement (Cannabis)

The Business Licensee covenants and agrees with the City to:

1. Ensure there will be no tolerance for criminal activity within or adjacent to the Premises.
2. Prohibit minors from entering or remaining on the Premises.
3. Ensure that any person working in the business is at least 19 years of age.
4. Not permit a person to work in the licensed business without having first submitted a police information check for that employment, as per the *Cannabis Control and Licensing Act*.
5. When incidents occur that require RCMP involvement, co-operate and ensure that all Business Licensee staff co-operate with RCMP members and not impede or obstruct an investigation in any way.
6. Promptly bring to the attention of the RCMP any criminal charges brought against the licence holder or any employees of the licensed business.
7. Notify the City's Business Licence Inspector within 24 hours of the change in contact information for responsible person or persons.
8. Prohibit banners, flags, string lighting, or similar means of advertising and display on the Premises at any time.
9. Prohibit the consumption of any alcoholic/cannabis products on the Premises.
10. Prohibit the sale of food products from the Premises, except for the sale of tinctures, capsules, edible oils, and other products permitted under the *Cannabis Control and Licensing Act*.
11. Prohibit smoking or vaping of any substance within the business area.
12. Discourage patrons from smoking/vaping or consuming purchased product immediately outside the premises to minimize impacts to pedestrians and the neighbourhood, and to comply with the British Columbia *Health Act* and WorkSafeBC in regard to smoking laws.
13. Undertake monitoring and promotion of the orderly conduct of patrons immediately outside the premises, including those congregating outside during open hours, and discourage patrons from engaging in behaviour that may disturb the peace, quiet, and enjoyment of the neighbourhood.
14. Assign staff to inspect the outside of the premises each day of operation to ensure that there is no litter, garbage, or other foreign objects associated with the business left within the general area of the Premises.
15. Work with the City, its departments, and the community to promptly resolve any issues of concern.
16. Submit to periodic full inspections of the Premises that will be carried out by various departments of the City.
17. Participate in any programs initiated by the City and/or RCMP to coordinate and monitor Cannabis Retail Licence activities within the community.