

Patient and Designated Primary Caregiver/Grower Agreement

This agreement is between _____ (Patient) and _____ (Grower).

Patient has designated Grower as the person responsible for Patient's marijuana grow site under ORS 475.304, and Grower has agreed to grow medical marijuana for Patient as agreed to below.

1. Patient's Responsibilities:

- A. Patient agrees to register Grower with the Oregon Medical Marijuana Program (OMMP) as the person responsible for the grow site and to provide timely written documentation to support Grower's registration. This includes providing Grower with a registry identification card and placard within two days of their receipt by Patient.
- B. Patient agrees to reimburse Grower for expenses related to growing medical marijuana at a rate of \$_____ per month, or for ___% of the following expenses related to growing medical marijuana:
 - i. Utilities: Electricity: \$_____ per month
Water: \$_____ per _____
Other: \$_____ per _____
 - ii. Supplies: _____ \$_____ per _____
_____ \$_____ per _____
_____ \$_____ per _____
- C. Patient agrees to keep confidential and not release to any 3rd party the name of Grower or the address of the designated grow site.
- D. Patient agrees that Grower may donate, for no consideration, excess marijuana beyond the amount agreed to under section 2B of this Agreement to other registry identification cardholders or to the Compassion Center's Patient-to-Patient Medicine Donation Program.
- E. Patient agrees to hold Grower harmless from liability for medical or legal problems that Patient may experience as a result of using cannabis grown and supplied by Grower under the Oregon Medical Marijuana Act and according to section 2C of this Agreement.

2. Grower's responsibilities:

- A. Grower certifies that s/he has not been convicted within the previous five years for manufacture or delivery of a controlled substance.
- B. Grower agrees to produce marijuana at the location mutually agreed to by both parties and registered with the Department of Human Services under ORS 475.304.
- C. Grower shall make a good faith effort to provide Patient with a minimum of _____ ounce(s) of useable medical marijuana per _____ or at the end of each grow cycle.

- D. Grower agrees to use only organic fertilizers and other products and to make a good faith effort to prevent mold or mildew on medical marijuana that s/he is growing for Patient.
- E. Grower agrees to inform Patient of any serious problems that arise during a growing cycle within two days of their occurrence or when Grower first realizes that a problem that will endanger production has developed.
- F. Grower agrees to comply with all applicable Oregon laws, including limiting plants to 6 mature plants and 18 seedlings. If Grower accumulates more than 24 ounces of usable marijuana from Patient's plants, Grower will notify Patient and make arrangements to donate excess marijuana in order to remain in compliance with Oregon law.

3. **Ownership of Medical Marijuana.** The parties acknowledge that under the Oregon Medical Marijuana Act, Patient is the sole owner of both plants and medical marijuana and has the sole authority to donate any excess to another patient.

4. **Disputes.** If a dispute arises out of or relating to this Agreement, the parties agree to first make an attempt to resolve the dispute verbally. If the dispute cannot be resolved verbally, the parties may request mediation from Community Mediation Services.

5. **Termination of this Agreement.** This Agreement may be terminated by either party by notifying the other party in writing and:

- A. **Grower:** Ceasing growing, returning the grow site registration card and giving all remaining marijuana and marijuana plants to Patient.
- B. **Patient.** Requesting that Grower return the grow site registration card and giving all remaining marijuana and marijuana plants to Patient.

6. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be construed according to the laws of the state of Oregon. Any litigation arising from or pertaining to this Agreement shall be conducted only in the Circuit Court for the state of Oregon for _____ county, and the parties consent to the exclusive jurisdiction of said court.

7. **Attorneys Fees and Costs.** In the event of litigation between the parties pertaining to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred, including the cost of any appeals.

8. **Period of Agreement.** This agreement is good for one year, or until Patient's medical marijuana card expires for the year. The parties agree to review the contract on or before the anniversary date for potential renewal.

9. **Entire Agreement.** This Agreement constitutes the entire Agreement between Patient and Grower.

Patient

Date

Grower

Date