H-4018.1

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**SUBSTITUTE HOUSE BILL 2472**

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**State of Washington 65th Legislature 2018 Regular Session**

**By** House Commerce & Gaming (originally sponsored by Representatives Vick, Blake, Sawyer, Condotta, Kloba, and Young)

AN ACT Relating to ensuring reasonable terms of payment are available to marijuana retailers when contracting with marijuana processors for the purchase of marijuana products; and amending RCW 69.50.395.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

**Sec.**  RCW 69.50.395 and 2017 c 317 s 16 are each amended to read as follows:

(1)(a) A licensed marijuana business may enter into a licensing agreement, or consulting contract, with any individual, partnership, employee cooperative, association, nonprofit corporation, or corporation, for:

((~~(a)~~)) (i) Any goods or services that are registered as a trademark under federal law or under chapter 19.77 RCW;

((~~(b)~~)) (ii) Any unregistered trademark, trade name, or trade dress; or

((~~(c)~~)) (iii) Any trade secret, technology, or proprietary information used to manufacture a cannabis product or used to provide a service related to a marijuana business.

((~~(2)~~)) (b) All agreements or contracts entered into by a licensed marijuana business, as authorized under this section, must be disclosed to the state liquor and cannabis board.

(2)(a) A contract between a marijuana processor and a marijuana retailer for the purchase and sale of marijuana products:

(i) May allow the marijuana retailer to tender full or final payment to the marijuana processor on a date after the date the marijuana products are delivered to or received by the marijuana retailer; and

(ii) Must require the marijuana retailer to tender full or final payment to the marijuana processor on a date not more than five calendar days after the date the marijuana products are delivered to or received by the marijuana retailer.

(b) This subsection (2) applies to contracts entered or renewed on or after the effective date of this section.

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