

OM _____

Ocala Home _____

Charity Register _____

Red Book/Other _____

OCALA MAGAZINE PUBLICATIONS, LLC.

P.O. Box 4649 / Ocala, FL 34478

(352) 622-2995 – (352) 622-9200 Fax

MARKETING AGREEMENT

Sales Representative

Client (LEGALNAME/DBA) City of Ocala Water Resources

Physical Address 1805 NE 30th Ave

City Ocala State FL Zip 34470

Billing Address (if different) _____ City _____ State _____ Zip _____

Telephone (352)351-6778 Fax _____ Contact Tammy Warren Cell phone _____

E-Mail Twarren@ocalafl.gov URL ocalafl.gov/waterresources

Ad Size Full page Ad Frequency monthly Price (per insertion) \$7,500 additional 2 page spread included in Trade _____

Start Date 10/1/25- 9/30/26, 30-day notice required to move scheduled ad to a different month.

Charity Register: Ad size _____ Price _____ Special will donate to Charity of choice _____

*Will be invoiced 45 days prior to publication date. Donation: 1 page \$100, ¼ or ¼ page \$50. Noncancellable.

Advertising Policy - Terms and Conditions

Publisher Rights Regarding Copy: Publisher reserves the right to revise, alter or reject any advertisement for any reason, or to omit advertisements without notice. No change in advertising copy will be made without Advertiser's prior consent. Publisher reserves the right to alter any materials received at variance with mechanical requirements. Such alterations may be billed at actual cost to the advertiser. Publisher will use reasonable caution to protect all printing materials but will not be liable for loss or damage.

Copy: Publisher is not responsible for errors in copy once the advertiser has approved a proof. Publisher cannot guarantee a proof for any ad that is submitted after the copy deadline. Copy deadline for all ads or promotional features is the 1st of the month prior to publication. Advertisements submitted after proof deadlines are submitted at Advertiser's own risk and Publisher assumes no liability for errors or omission in such advertisements.

Credit: The extension of credit is at the discretion of Publisher. Accounts are billed on the 1st of the month prior to publication and are due on the first day of the month of publication. All other invoices are due upon receipt. Late payments will be subject to a finance charge of 1.5% per month until paid. The undersigned individually, jointly and severally guarantees payment of the obligation. If any invoice is not paid within the terms established, Publisher reserves the right to reject ads at any time and cancel the Agreement without notice. In this event, all charges for advertising published prior to such cancellation shall immediately be due and payable at the Publisher's regular earned rates. Earned rate is defined as the rate that is earned for a specific number of insertions, e.g., a 12 time agreement that is cancelled after running 5 ads has earned the four time rate regardless of whether cancelled by Publisher because of nonpayment or cancelled by the client. Publisher agrees to accept credit card payments from Visa, MasterCard or American Express for any monies owed.

Rates: The Publisher reserves the right to revise rates, terms, specifications, deadlines and conditions contained herein upon sixty (60) days written notice to Client. Client shall have the right, within 15 days after notification of any such revision, to cancel the contract without penalty.

Terms & Conditions: Oral agreements are not recognized. Publisher is not obligated to return ads or ad materials, and is not responsible for any damage or loss of ads, copy, drawings or photography, art or any other material provided. The OCALA Magazine name and logo is the property of Publisher, and any reproduction or use without the written permission of authorized representatives is prohibited. New clients (anyone who has not advertised with OCALA Magazine in the previous 6 months) must pay the first insertion of this agreement at the time of signing. An advertorial (whether a new or existing client) must be paid in full before it is printed. One-half of the payment is due at the signing of this agreement and balance must be paid on approval for printing. In any event, by signing this agreement the undersigned is obligated to fulfill the agreement whether or not any monies are received at signing.

All copy changes must be supplied by the first of the month preceding publication date. All ad changes must be approved for printing by the tenth of the month preceding publication date. Should Client fail to supply copy or to make themselves available to approve proof, Publisher has the discretion to create an ad or promotional feature using name, address and phone number of Client or to not run the ad or advertorial and to invoice the contractual amount agreed. All clients will receive the first proof of their ad to approve for printing or make corrections (corrections could be photo/art and/or copy). A second proof will be shown when corrections are required. Any changes to the second proof will be approved by the salesperson for printing. Should a

client require a third proof there would be an additional charge of \$100 (should the change be photography that is different than approved in the first or second proof the charge for the third proof will be \$250). Client will be invoiced \$100 for any appointment with a writer or photographer that is cancelled without 24-hour notice. Client agrees that the charges are reasonable compensation for Publisher's accommodation.

Payment: Client guarantees that Client is solvent and that the payment due under the Agreement will be paid in full. Client will be responsible for the entire amount owed and Publisher may look to Client and/or assigned agents to collect the entire debt. If a Client's account is delinquent and placed with an attorney or collection agency, the Client agrees to pay any attorney's fees or cost of collection or other expenses incurred in collection of monies due the Publisher.

Regarding Barter for Contract: All barter will not depreciate in value, be charged fees or have any type of expiration date of any sort. Barter cannot be refused for any reason and will be used at any time. Barter is due with your payment and is considered part of the payment process and thus will be treated as so.

Cancellation / Earned Rate: All contracts may be cancelled by the Advertiser after the first insertion, provided written notice is received by the Publisher seventy-five (75) days from the first of the month of the month that the magazine is distributed. If such contracts are cancelled, the Advertiser will be liable for the difference between the discount rate and actual rate earned as per the rate card in effect at time of cancellation (see earned rate definition in **Credit** paragraph).

Unavoidable Non-Performance: Publisher is not liable for failure to publish ads or distribute the magazine because of floods, fire, riots, strikes, and shortages of materials, orders of government, failure of transportation, acts of God, war, accidents or other causes beyond our control. In such an event, the Agreement will be suspended during the period of inability to perform and the terms extended for a like period. Neither party shall have liability to the other party because of suspension.

Liability of Publisher: Publisher will not be liable by any reason for any error, for which it may be responsible, beyond liability for the cost of actual space occupied by the item in which the error occurred. In the case of typographical errors or omissions, Publisher shall not be liable beyond the printing cost of the area occupied by the advertisement. Notice of errors must be given in time for correction before additional insertions are made. Claims for error adjustments must be made within thirty (30) days of the error date. Publisher is not liable for copy corrections not provided in writing or for corrections made by telephone.

THIS CONTRACT IS NOT SELF-RENEWABLE.

The party signing the Agreement on behalf of the Client guarantees that he/she has full authority to enter into the Agreement on behalf of the Client and to bind the Client to perform the Agreement. The Agreement shall cover only advertising of the named Client and is not assignable by the Client. If Client contracts with an advertising agency or other agent, Client remains obligated to pay Publisher for all advertising purchases.

I have read this agreement and agree that it includes all conditions of advertising.

Docusigned by:

Ken Whitehead

5677F71E38B74F4

Ken Whitehead

Client Authorized Signature

Ken Whitehead

Client name printed

10/23/2025

Date

Form A102 – Valid 2024-25.

Approved as to form and Legality:

Signed by:

William E. Sexton Esq.

73ASASABAE204F3

William E. Sexton, Esq., City Attorney

Certificate Of Completion

Envelope Id: 285AD669-6FA3-456C-92E8-CFAEBCCE2398
 Subject: FOR SIGNATURE - Ocala Magazine Marketing Agreement (WRS/260043)
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

 Envelope Originator:
 Porsha Ullrich
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 pullrich@ocalafl.gov
 IP Address: 216.255.240.104

Record Tracking

Status: Original 10/10/2025 9:23:05 AM	Holder: Porsha Ullrich pullrich@ocalafl.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 4A55AB8A8ED04F3...

 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 10/10/2025 9:24:17 AM
 Viewed: 10/23/2025 11:03:27 AM
 Signed: 10/23/2025 11:03:36 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2023 9:02:35 AM
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5677F71E38874F4...

 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 10/23/2025 11:03:37 AM
 Viewed: 10/23/2025 11:29:19 AM
 Signed: 10/23/2025 11:29:41 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2025 9:24:17 AM
Certified Delivered	Security Checked	10/23/2025 11:29:19 AM
Signing Complete	Security Checked	10/23/2025 11:29:41 AM
Completed	Security Checked	10/23/2025 11:29:41 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.