

SECOND AMENDMENT TO AGREEMENT FOR HOLIDAY LIGHTING LEASE AND INSTALLATION SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR HOLIDAY LIGHTING LEASE AND INSTALLATION SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **RILEIGHS OUTDOOR, LLC, D/B/A CLARK SALES DISPLAY**, a limited liability company duly organized in Delaware and authorized to do business in the state of Florida (EIN# 83-3166513) ("Vendor").

WHEREAS, on October 5, 2021, City and Vendor entered into an Agreement for the provision of holiday lighting lease and installation services, (the "Original Agreement"), City of Ocala Contract No.: REC/210577, for a term of three (3) years starting from October 7, 2021, to October 6, 2024; and

WHEREAS, on October 31, 2023, City and Vendor entered into a First Amendment to Agreement to modify the lighting installations as outlined in Exhibit B – Price Proposal of the Original Agreement (the "First Amendment"); and

WHEREAS, City and Vendor now desire to renew the Original Agreement, as amended, for the single one-year renewal term referenced in the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO EXHIBIT B – AMENDED PRICE PROPOSAL.** The document attached to the First Amendment as **Exhibit B – Amended Price Proposal** is hereby deleted and replaced, in its entirety, with the document attached to this Second Amendment as **Amended Exhibit B – Price Proposal**.
4. **RENEWAL TERM.** The Original Agreement is hereby renewed for a one-year term commencing on **OCTOBER 7, 2024**, and terminating **OCTOBER 6, 2025**.
5. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **ONE HUNDRED SEVENTY THOUSAND, AND NO/DOLLARS (\$170,000)** (the "Contract Sum") over the Renewal Term in accordance with the pricing set forth in **Amended Exhibit B – Price Proposal**. The pricing is structured as an all-inclusive unit cost for the entire season/year and includes lease, installation, removal, and storage.
6. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor: Rileighs Outdoor, LLC, d/b/a Clark Sales Display
Attn: Shannon Magee
P.O. Box 43654
Bethlehem, Pennsylvania 18018
PH: 484-224-7146
E-mail: smagee@holidayoutdoordecor.com

If to City of Ocala: Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Second Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

CLARK SALES DISPLAY

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)

QUOTE



Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 9/11/2024
Expiration Date 4/24/2025
Quote Number 00018062

Prepared By Shannon Magee
Email smagee@holidayoutdoordecor.com

Bill to Phone 352.368.5517
Email acasaletto@ocalafl.gov

Bill To Name AMY CASALETTO
Bill To ATTN: ACCOUNTS PAYABLE
828 NE 8TH AVE
Ocala, Florida 34470
United States

Ship To Name AMY CASALETTO
Ship To ATTN: ACCOUNTS PAYABLE
1805 NE 30TH AVE BLDG 700
OCALA, Florida 34471
United States

Quote To United States

Ship To Phone 352.368.5517

HTH Referral

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
LSE-ML-WA-706-WW	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	EXHIBIT B ITEM 2 PALM TREE SMALL - 19 SETS PER TREE	\$253.00	38.00	\$9,614.00
LSE-ML-WA-706-WW	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	EXHIBIT B ITEM 2 PALM TREE MEDIUM	\$487.00	28.00	\$13,636.00
LSE-ML-WA-706-WW	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	EXHIBIT B ITEM 3 PALM TREES LARGE	\$750.00	7.00	\$5,250.00
LSE-ML-WA-706-WW	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	EXHIBIT B - ITEM 5 PALM TREE MD - S CURVE MEDIAN SE 10TH ST AND SE 1ST AVE	\$391.00	6.00	\$2,346.00
LSE-ML-WA-706-WW	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	EXHIBIT B - ITEM 6 PALM TREE SM - N. MAGNOLIA MEDIAN SPLIT	\$253.00	12.00	\$3,036.00
	POLE TRIM		EXHIBIT B - ITEM 7 P/T			

Account Terms DUE UPON RECEIPT

QUOTE ACCEPTANCE INFORMATION

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
- 4% Credit Card payments fee
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- Applicable Sales Tax will be added to Final Invoice

Signature: _____

Name: _____

Title: _____

QUOTE



LSE-VM-25-PT-6FOP	OPAQUE 25', 6" Garland, Fine Cut	POLE TRIM OPAQUE 25', 6" Garland, Fine Cut	UNLIGHTED OPAQUE GARLAND	\$98.50	173.00	\$17,040.50
LSE-VM-25-PT-6FOP-WW	POLE TRIM OPAQUE 25' WARM WHITE LED 6" O.C. C7 Lamps, 6" Garland, Fine Cut	POLE TRIM OPAQUE 25' WARM WHITE LED 6" O.C. C7 Lamps, 6" Garland, Fine Cut	EXHIBIT B - ITEM 8 P/T LIGHTED OPAQUE GARLAND	\$65.00	159.00	\$10,335.00
LSE-VM-25-PT-918BG	POLE TRIM BRANCH Garland 25', Unlit	POLE TRIM BRANCH Garland 25', Unlit	EXHIBIT B - ITEM 9 P/T NATURAL BRANCH GARLAND	\$140.00	28.00	\$3,920.00
LSE-PM-GLB-WRBBC60	5' SPLIT WREATH W/BALL CLUSTERS 46 C7 Warm White Lamps LED	5' SPLIT WREATH W/BALL CLUSTERS 46 C7 Warm White Lamps LED	EXHIBIT B - ITEM 10 P/T AND WREATHS - CITIZENS CIRCLE	\$320.00	4.00	\$1,280.00
LSE-T-50P-MC	Panel Tree 50' C7 MULTI LED	Panel Tree 50' C7 MULTI LED	EXHIBIT B - ITEM 11 PANEL TREE 50'	\$29,150.00	1.00	\$29,150.00
LSE-VM-20-PT-18BG-WW	POLE TRIM BRANCH Garland 20', WARM WHITE LED 12" O.C. C7 Lamps	POLE TRIM BRANCH Garland 20', WARM WHITE LED 12" O.C. C7 Lamps	EXHIBIT B - ITEM 12 GAZEBO	\$2,195.00	1.00	\$2,195.00
LSE-ML-WA-706-WW	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	EXHIBIT B - ITEM 13 HOLLY BUSH CITIZENS CIRCLE	\$84.00	5.00	\$420.00
LSE-ML-WA-706-WW	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	EXHIBIT B - ITEM 14 MAGNOLIAS CITIZENS CIRCLE	\$715.00	2.00	\$1,430.00
LSE-VM-20-PT-18BG-O	POLE TRIM BRANCH Garland, 20' Unlit, Decorated	POLE TRIM BRANCH Garland, 20' Unlit, Decorated	EXHIBIT B - ITEM 15 DECORATIVE GARLAND 179 S.MAGNOLA	\$105.00	6.00	\$630.00
	32" Ice Lights,					

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- Custom Items are NOT returnable
- 4% Credit Card payments fee
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
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QUOTE



LSE-MN-IM5-608-32D-GR	Warm White LED Green cord, 8' each, set of 5 totaling 40' long, 32" drops	32" Ice Lights Green, Warm White LED Green cord, 8' each, set of 5 totaling 40' long, 32" drops	EXHIBIT B - ITEM 16 CITIZENS CIRCLE ICE DROP	\$2,170.00	6.00	\$13,020.00
LSE-MN-IM5-608-32D-GR	32" Ice Lights, Warm White LED Green cord, 8' each, set of 5 totaling 40' long, 32" drops	32" Ice Lights Green, Warm White LED Green cord, 8' each, set of 5 totaling 40' long, 32" drops	EXHIBIT B - ITEM 17 E FORT KING ICE DROP	\$2,170.00	3.00	\$6,510.00
LSE-MN-IM5-608-32D-GR	32" Ice Lights, Warm White LED Green cord, 8' each, set of 5 totaling 40' long, 32" drops	32" Ice Lights Green, Warm White LED Green cord, 8' each, set of 5 totaling 40' long, 32" drops	EXHIBIT B - ITEM 18 TUSCAWILLA ICE DROP	\$2,635.00	3.00	\$7,905.00
LSE-LL-C92-12-G-1000-WW	Perimeter Lighting - 1000' with WW C9 LED lamps 12" OC	Perimeter Lighting - 1000' with WW C9 LED lamps 12" OC	EXHIBIT B - ITEM 19 TUSCAWILLA PERIMETER LIGHTING	\$765.00	1.00	\$765.00
LSE-LL-C92-12-G-1000-WW	Perimeter Lighting - 1000' with WW C9 LED lamps 12" OC	Perimeter Lighting - 1000' with WW C9 LED lamps 12" OC	EXHIBIT B - ITEM 20 TRAIN STATION PERIMETER LIGHTING	\$1,100.00	1.00	\$1,100.00
LSE-ML-WA-706-WW	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	Wide Angle mini lights, LED, 70 light, 6" Spacing - Warm White	EXHIBIT B - ITEM 22 OAK TREES WRAPPED MINI LIGHTS	\$44.00	276.00	\$12,144.00
LSE-B-V24-RD-B	24" Red Vinyl Bow	24" Red Vinyl Bow, 4 Loop with Bracket	5th street bow lease and installation. Install, remove and store 24" red vinly bows on select poles on 5th street (Two bows per pole, 57 poles total)	\$60.00	114.00	\$6,840.00
LSE-FB-4-4BS-MC	4 Ball Stack 42" Multicolor	4 Ornament Oversized Ball Stack - 42" Ornaments	NEW ITEM	\$3,675.00	2.00	\$7,350.00

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- Custom Items are NOT returnable
- 4% Credit Card payments fee
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
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QUOTE



VM-5GT-AR	Augmented Reality Bundle: 5 games pack + totem	Augmented Reality Bundle: 5 games pack w/beacon + totem. Games include (please choose 5): Santa Claus, Teddy Bear, Pingoo, Naughty Elf, Mr. Frosty, Cooky and Princess Charlie)	NEW ITEM	\$1,855.00	1.00	\$1,855.00
VM-T-AR	Augmented Reality Bundle: 1 additional totem	Augmented Reality Bundle: Additional Totem to place in additional display location	NEW ITEM	\$1,715.00	1.00	\$1,715.00
LSE-MN-IM5-608-32D-GR	32" Ice Lights, Warm White LED Green cord, 8' each, set of 5 totaling 40' long, 32" drops	32" Ice Lights Green, Warm White LED Green cord, 8' each, set of 5 totaling 40' long, 32" drops	NEW ITEM - 3 OAK TREES ON THE SOUTH SIDE OF THE TOWN HALL - PUT ICE LIGHTS IN THOSE TREES - 10 SETS OF 5 ICE LIGHTS PER OAK TREE	\$125.00	30.00	\$3,750.00
LSE-TS-19-ASA	Snowflake Arch (A.) 31 1/2 x 19 475 lbs.----LED SSWW39 LED	Snowflake Arch (A.) 31 1/2 x 19 475 lbs.----LED SSWW39 LED	NEW ITEM	\$3,416.00	1.00	\$3,416.00

Subtotal \$166,652.50
 Total Price \$166,652.50
 Grand Total \$166,652.50

Lease Terms and Conditions

Holiday Outdoor Decor shall comply with the specifications above. All work shall be completed in a professional manner according to standard industry practices. Modifications to the above specifications may incur additional costs and will require an executed change order. Holiday Outdoor Decor shall not be responsible for any failure or delay caused by any reason beyond its control. Owner shall have sole responsibility to insure itself and its property against damages or injury. HOLIDAY OUTDOOR DECOR SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, NOR SHALL IT BE LIABLE IN ANY WAY WHATSOEVER FOR DAMAGES UNLESS DIRECTLY CAUSED BY HOLIDAY OUTDOOR DECOR NEGLIGENCE OR MISCONDUCT. IN NO EVENT WILL HOLIDAY OUTDOOR DECOR BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNT WHICH EXCEEDS THE VALUE OF THIS PROPOSAL.

For our complete Terms and Conditions, please click [here](https://holidayoutdoordecor.com/terms-conditions/) or visit <https://holidayoutdoordecor.com/terms-conditions/>

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- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
- 4% Credit Card payments fee
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- Applicable Sales Tax will be added to Final Invoice

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Signature: _____

Name: _____

Title: _____