



Marion County Board of County Commissioners

Parks & Recreation

111 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8560
Fax: 352-671-8550

PARKS & RECREATION EVENT AGREEMENT FOR USE OF FACILITIES AT Horseshoe Lake

Event Organizer: Fort King Heritage Foundation/ City of Ocala Recreation & Parks

Contact Person(s): Samantha Jarvis

Phone Number: 352-789-7802 Email Address: sjarvis@ocalafl.org

Event Name: Women's History Month/Pioneer Games Day Vendor Stay

Event Description:

Free lodgings for vendors participating in the above events.

Dates Requested: March 19-21 Times Requested: All Day

INVOICE DETAILS

Park Event Facility Fees	Rate	Unit	Qty.	Total
1 – 249 participants	\$100	Day		
250 – 499 participants	\$250	Day		
500+ participants	\$500	Day		
Other Event Fees	Rate	Unit	Qty.	Total
Electricity: 1 – 4 hours	\$50	Half Day		
Electricity: 4 – 8 hours	\$100	Full Day		
Pavilion Rental ¹	\$40	Day		
Field Lights	\$25	Hr.		
Concession	\$100	Day		
Other: Cabin Rental	\$100	Night	3	\$300.00
Other:				
Staffing Fees	Rate	Unit	Qty.	Total
Park Services Worker	\$25	Hr.		
Park Ranger	\$35	Hr.		
Other:				
Subtotal – Taxable:				
Subtotal – Non Taxable:				\$300.00
SUB TOTAL:				\$300.00

Rental Tax 3%:	
Administrative Fee:	
Deposit ² :	\$100.00
Credit Card Processing Fee 2.65% (if applicable):	
TOTAL:	\$400.00
Additional Information: 1. Price of pavilion rental is determined by size of pavilion. 2. Deposit for Events with 1 – 499 participants is \$100; \$250 for 500+ participants; plus an additional \$100 for concession stand reservations, if applicable.	

TERMS AND CONDITIONS

1. Only the facilities ("Facilities") designated within this Parks & Recreation Special Event Agreement ("Agreement") and assigned by Department staff pursuant to Section 6 below are approved for use by the Event Organizer ("Organizer").
2. Organizer must remove all personal items (tents, canopies, food, grills, etc.) from the Facility, including the concession stand, within twenty-four (24) hours of the conclusion of the Event.
3. **Assumption of Risk, Release, Indemnification, Hold Harmless and Defend, Sovereign Immunity, Binding on Others, Responsible Operation, Independent Contractor, Purpose and Severability.**
 - 3.1. **Assumption of Risk.**
 - A. Organizer acknowledges that special events in a public space (weddings, fundraising events, triathlon, 5K or other event considered outside of typical park usage) presents certain risk and when performed during a national pandemic of Coronavirus ("COVID-19") the risk is increased.
 - B. Organizer acknowledges that COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact, including contact with carriers of the virus displaying no symptoms.
 - C. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**
 - D. Organizer acknowledges that in its use of the Facilities, Organizer and its users both pose and are exposed to the enhanced risks as contemplated in this Agreement.
 - E. The Marion County Board of County Commissioners (Marion County) in no way warrants that COVID-19 infection, severe illness, personal injury, permanent disability, or death will not occur to Organizer or its users as a result of the Organizer's use of the Facilities.
 - F. **Organizer voluntarily assumes all risk**, known and unknown, of infection, illness, injury, disability, including death or damage, however caused, to the fullest extent of the law.
 - 3.2. **Release.**
 - A. **Organizer hereby releases**, absolves, acquits, waives, and forever discharges Marion County, its officials, governmental authorities, employees, agents, and volunteers, ("Released Parties") for every claim, demand, and cause of action of whatever nature or kind, COVID-19 contamination, illness, disease, disability, personal injury, including death, or damage to property, arising from or associated with this Agreement or Organizer's use of the Facilities.
 - B. This release includes claims for strict liability for abnormally dangerous activities.
 - C. This release survives the expiration or termination of this Agreement.
 - 3.3. **Indemnification Hold Harmless and Defend.**
 - A. **Organizer agrees to indemnify, hold harmless, and defend the Released Parties** against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards, and actions of whatever kind or nature, including reasonable attorney's fees and costs on appeal, arising out of this Agreement or Organizer's use of the Facilities, and damages (including, but not limited to, actual and

consequential damages) arising from any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Organizer.

- B. **Organizer shall satisfy any judgment against the Released Parties** and reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees and fees on appeal that the Released Parties incur because of any claims made against them arising out of this Agreement or Organizer's use of the Facilities.
- C. Organizer's grant of indemnity hereby survives the expiration or termination of this Agreement.

3.4. Sovereign Immunity. This parties acknowledge that Marion County is a governmental entity and does not waive any sovereign immunity protections provided in Section 768.28, Florida Statutes, as it may be amended from time to time.

3.5. Organizer to Ensure the Release, Indemnification, Hold Harmless and Defend are Binding on Users.

- A. Organizer agrees that for safety purposes and the protection of Marion County, and as part of the consideration for entering into this Agreement, the protections afforded Marion County need to govern and apply equally to all its users.
- B. Organizer agrees that Organizer, not Marion County, is in a position to best cause safety compliance by the users.
- C. Organizer agrees it shall ensure the release, indemnification, hold harmless and defend provisions of this Agreement in favor of County are binding upon, known to, and abided by its users.
- D. Organizer specifically agrees that failure of Organizer to comply with this Section shall result in Organizer, not Marion County, assuming full responsibility for any resulting liability.

3.6. Responsible Operation.

- A. Organizer agrees to responsibly perform under this Agreement and use of the Facilities.
- B. Organizer's responsible performance and use includes complying with, and requiring its users to comply with up-to-date health and safety recommendations of the Federal and State authorities, including the Center for Disease Control recommendation to wear person protective equipment and social distancing as a means to prevent the spread of COVID-19.
- C. Organizer shall take particular care to ensure for the safety of its users and members of the public.

3.7. Independent Contractor. In the performance of this Agreement, Organizer acknowledges it is an Independent Contractor, and not an agent, employee, partner, joint venture, or associate of County in any capacity. Organizer is solely responsible for the means, methods, techniques, sequences, and procedures utilized by Organizer. Organizer specifically affirms that the Released Parties have no control over, are not involved in any way, and assume no responsibility for Organizer's performance under this Agreement or Organizer's use of the Facilities.

3.8. Purpose of Severability.

- A. Organizer acknowledges, in light of the inherent and unknown risks involved in the use of the Facilities during the COVID-19 pandemic and as part of the consideration for this Agreement, an important part of the purpose of this Agreement is to create enforceable Release, Indemnification, Hold Harmless and Defend provision in favor of the Released Parties as broad and inclusive as is permitted by law.
- B. The parties agree that if any portion or provision of the intended protection of the Released Parties is found to be invalid or unenforceable, then the remainder will continue in full force and effect and any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purposes of this Agreement.

4. Insurance.

4.1. Requirements. Organizer shall maintain during the entire term of this Agreement and all periods in which Organizer is in possession of the Facilities, such commercial general liability insurance as will provide coverage for claims resulting in personal injury, bodily injury, and/or property damage, which may arise directly from Organizer's use of the Facilities. The amount

4.2. Use is Contingent Upon Insurance. Organizer shall ensure delivery of the certificate of insurance to the Marion County Parks & Recreation Department (“Department”) at 111 SE 25th Ave, Ocala, FL 34471 no less than ten (10) business days prior to the scheduled use of the Facilities. If insurance is not procured by Organizer, Organizer will not be eligible to use the Facilities until proper insurance documentation is provided.

- EVENT ORGANIZER:**

Printed Name

Date _____

Approved as to form and Legality:

Page 4 of 5

OFFICIAL USE ONLY

Application reviewed by: _____ Date: _____

Insurance reviewed by: _____ Date: _____

Park event deposit received by: _____ Date: _____

Park event fee received by: _____ Date: _____

Certificate Of Completion

Envelope Id: 2A005BA8-33ED-43D9-8352-44A33D8DE2A7

Status: Completed

Subject: FOR SIGNATURE - Fort King Marion County Women's History Weekend Sponsorship Agreement (REC/260070)

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

10/15/2025 9:56:50 AM

pullrich@ocalafl.gov

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:

William E. Sexton, Esq.

4A55AB8A8ED04F3...

Timestamp

Sent: 10/15/2025 9:59:38 AM

Viewed: 10/20/2025 3:07:07 PM

Signed: 10/20/2025 3:07:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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:

Ken Whitehead

5677F71E38874F4...

Sent: 10/20/2025 3:07:52 PM

Viewed: 10/21/2025 1:35:52 PM

Signed: 10/21/2025 4:13:56 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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	10/15/2025 9:59:38 AM
Certified Delivered	Security Checked	10/21/2025 1:35:52 PM
Signing Complete	Security Checked	10/21/2025 4:13:56 PM
Completed	Security Checked	10/21/2025 4:13:56 PM
Payment Events	Status	Timestamps
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.