



THIS IS A LEGALLY BINDING CONTRACT. READ THE TERMS & CONDITIONS ON REVERSE CAREFULLY BEFORE SIGNING.

Date:
6/16/2025
Sales Exec:
KELLI HART, PUBLISHER

Start Date:
Dec 2025 / January 2026
End Date:
Oct/Nov issue 2026

Advertiser:
City of Ocala, Recreation and Parks

Contact:
Amy Casaletto / Misti Barrett

Address:
828 NE 8th Ave

City/Zip:
Ocala Florida 34470

Phone:
368-5571
Cell:

Misc:
Add'l:
acasaletto@ocalafl.org
mbarrett@ocalafl.org

ISSUES	SIZE	OTHER
<u>2</u> Feb/Mar	FP 1/2 1/4 1/8	Front Cover: (includes Cover + 2 pages)
<u>3</u> Apr/May	FP 1/2 1/4 1/8	Back Cover:
<u>4</u> June/July	FP 1/2 1/4 1/8	Special Placement +10% X
<u>5</u> Aug/Sept	FP 1/2 1/4 1/8	Advertorial:
<u>6</u> Oct/Nov	FP 1/2 1/4 1/8	Page(s): 1 2 3 4 5 6
<u>1</u> Dec/Jan	FP 1/2 1/4 1/8	EACH ISSUE IS 4-PAGES FOR COAP; DESIGNED IN COOPERATION WITH OCALA REC PARKS; ORP PROVIDES LISTING OF EVENTS

ALL PAYMENTS ARE DUE IN ADVANCE OF PRINTING - A LATE CHARGE WILL BE ASSESSED EACH MONTH THEREAFTER.

Investment Per Issue
\$ 3,856.50
Additional (SEE INVOICE)
TOTAL:
\$ 23,139.00

Please sign and date below. Thank you for your business!

AUTHORIZED SIGNATURE

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

DATE:
8/28/2025

Family Times Magazine

Signature:

Title:
Publisher

Date:
8/27/2025

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq, City Attorney

CITY OF OCALA RECREATION & PARKS 2025-2026 PROPOSAL

4 pages per issue @ \$1,595/pp x 6 issues:

dec 2025/jan 2026
feb/march 2026
april/may 2026
june/july 2026
aug/sept 2026
oct/nov 2026

TOTAL: \$38,280

Less annual agreement of an in-kind donation
(\$12,570.00)

Balance: \$25,710
Less 10% payment in full discount: \$2,571

Total: \$23,139.00

family
TIMES

TERMS AND CONDITIONS

The term "Publisher" (as used in this agreement) shall refer to Family Times Magazine (FTM).

The term "Advertiser" shall refer to the representative/individual/corporate entity authorizing this agreement/contract.

Publisher is not liable for delays in delivery in the event of any condition beyond the control of the Publisher affecting production or delivery in any manner.

Deadlines: Space commitments are required in a timely fashion and should be made the by 15th of the month before the month of issue (at the very latest). Advertisements prepared by the Publisher will always be provided to the Advertiser for final approval before inclusion in the issue(s) contracted for. Advertising material received late, as determined by the Publisher, cannot be guaranteed for correctness or quality of reproduction. Should Advertiser be unavailable for the print date, Publisher reserves the right to make final approval of advertising.

Digital files submitted without color proofs cannot be guaranteed for color. These ads will be at the Advertiser's risk with no make-goods or credits from Publisher.

Preferred Placement: Special requests for placement are accommodated when feasible for an additional 10% fee. This fee will not be charged if requested placement is unavailable.

Cancellation: Must be made in writing and received 60-days prior to deadline before the upcoming issue. For example, if you want to cancel your April/May ad, you would need to put that in writing and submit to the Publisher 60-days PRIOR to March 15th. In the event that the Publisher allows the Advertiser to cancel their contract, Advertiser will be liable for the difference between the discounted rate and the retail open rate that is in effect at the time of cancellation. If Advertiser's account is delinquent, Advertiser will incur a monthly finance charge for each month that Advertiser's account continues to be delinquent. If Advertiser's account is placed with an attorney or collection agency, the Advertiser agrees to pay any cost of collections or attorney expenses incurred. The Publisher reserves the right to cancel this Agreement for bills unpaid within sixty days, and bill Advertiser for the difference in rate between this contract rate and the price of the open rate at the time of default. The difference will be invoiced to Advertiser and due at the time of receipt by the Advertiser. The Publisher reserves the right to amend the terms, conditions, rates, etc., specified in this agreement, upon 30 days written notice to the Advertiser.

Discounts: Will be allowed as per Publisher's discretion.

Liability: Publisher does not assume responsibility for loss or damage of any original printed material or supplies. Advertiser assumes responsibility and liability for any claims or damages resulting from the publication(s) of Advertiser's agreed upon advertisement. Advertiser represents and warrants that its advertisement shall NOT contain any misrepresentations. Publisher is NOT responsible for any damages or claims resulting from misprints or errors that may appear in said advertisement. Liability shall be limited strictly up to the cost of the advertisement, should there be any, if deemed appropriate by Publisher.

Indemnity: Advertiser agrees to indemnify Publisher and its officers, agents, and employees for any attorney fees and/or expenses and losses resulting from the publication(s) including, without limitation, claims or suits for libel, violations of the rights of privacy, copyright infringement or plagiarism, due to any acts or omissions by Advertiser stemming from said advertisement.

Publisher's Approval: Positioning of advertisements is solely at the discretion of the Publisher. All content of advertisements are subject to Publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation or positioning commitment AT ANY TIME.

Laws: This agreement shall be construed according to the laws of the State of Florida and the exclusive venue for any and all actions concerning the terms of this agreement shall be in a Court of Competent Jurisdiction in Ocala, Florida. Publisher shall be able to use any and all advertising materials, photos, copy and endorsements provided by Advertiser and its agents or representatives for Publisher's promotion in any advertising medium, including the World Wide Web. Should Advertiser transfer business, this contract is still binding.

IMPORTANT: Any artwork prepared by Publisher is the property of the Publisher and is NOT available for publication elsewhere without the express permission of the Publisher. A production fee, equal to the amount determined by the Publisher may be assessed to Advertiser or venue duplicating Publisher's property.

***NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

Certificate Of Completion

Envelope Id: AE76D9CE-FEC4-4AAD-94BF-9996644BAA22

Status: Completed

Subject: FOR SIGNATURE - Family Times Magazine Agreement (REC/250933)

Source Envelope:

Document Pages: 3

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

8/27/2025 2:53:31 PM

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:

4A55AB8A8ED04F3...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 8/27/2025 2:57:00 PM

Viewed: 8/27/2025 3:31:28 PM

Signed: 8/27/2025 3:31:38 PM

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: 8/27/2025 3:31:39 PM

Viewed: 8/28/2025 10:13:21 AM

Signed: 8/28/2025 10:16:36 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	8/27/2025 2:57:00 PM
Certified Delivered	Security Checked	8/28/2025 10:13:21 AM
Signing Complete	Security Checked	8/28/2025 10:16:36 AM
Completed	Security Checked	8/28/2025 10:16:36 AM
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.