

OCALA POLICE DEPARTMENT MOUNTED HORSE UNIT AGREEMENT

THIS MOUNTED POLICE HORSE UNIT AGREEMENT (hereinafter "Agreement") is entered into effective this ___ day of _____, 2024 (the "Effective Date"), by and between:

- City of Ocala, a municipal corporation ("City"); and
- OHAR-Open Hands Animal Rescue d.b.a. Florida Mounted, a not-for-profit corporation ("Foundation").

WHEREAS:

- A. City, by and through the Ocala Police Department ("OPD"), desire to have a Mounted Police Unit as a resource for additional visibility in the downtown area and at special events.
- B. Foundation desires to provide and maintain horses for OPD's use as a Mounted Police Unit.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Services and Responsibilities of Foundation.

- a. General Services. Foundation agrees to: (1) provide at least two (2) horses fit for use by OPD in its Mounted Police Unit; (2) provide any additional horses as needed and agreed upon by Foundation and OPD; (3) make horses available to OPD for use in law enforcement related activities, public relations activities, and for any other purpose approved by OPD; and (4) provide and assume all costs associated with training of the horses in order to ensure a well-trained and safe Mounted Police Unit.
- b. Transportation of Horses. Foundation shall be responsible for the costs associated with the cost of owning and maintaining horse trailers necessary to transport the above referenced horses.
- c. Horse Equipment. Foundation shall be responsible for procuring, maintaining and replacing equipment necessary for the horses' participation in OPD's Mounted Police Unit including, but not limited to, tack, saddles, bridles, etc.
- d. No Other Use of Horses or Provision of Services. Foundation is not authorized to and is strictly prohibited from engaging in any activities during which agents, employees and/or volunteers of Foundation act as or hold themselves out to be representatives of City or the City's Mounted Horse Unit without the express consent and at the express direction of the Chief of Police.

2. Use of the Horses.

- a. City agrees while the horses are not being utilized by OPD, Eddie Leedy shall have the right to utilize the horses for personal use.

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- b. The City, by and through the Chief of Police and only after consultation with Foundation, shall have final authority on the approval of all Mounted Police Unit riders.
3. **Compensation.** City shall pay Foundation the sum of **One and no/100 Dollar (\$1.00)** as full and complete compensation for the Services provided under this Agreement.
 - a. City agrees to pay for any and all training of police officer riders in order to provide for a well-trained safe Mounted Police Unit.
4. **Contract Term and Renewals.** This Agreement shall become effective and commence on the Effective Date and continue for a term of **One (1) Year**. This Agreement may be renewed for successive one-year renewal periods upon written agreement between the City and Foundation.
5. **Termination.** Either party may terminate this agreement, for any reason, upon thirty (30) days' written notice to the other party. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
6. **Care and Maintenance of Horses.** Foundation shall assume the full cost and all other responsibilities related to the provision of full care and maintenance of the horses during the term of this Agreement in a manner consistent with best practices for the care of equines in the state of Florida including, but not limited to the provision of:
 - a. boarding facilities (stable, paddock, pasture, etc.);
 - b. quality feed, adequate water, and exercise;
 - c. farrier services and shoeing;
 - d. medical/veterinary care, worming, shots, teeth floating, chiropractic care, and various other related services.
7. **Risk of Loss.** During the time that the horses are in the custody of OPD, the City of Ocala shall not be liable for any sickness, disease, stray, theft, death or injury which may be suffered by the horses or any other cause of action, whatsoever, arising out of or being connected in any way with the use of said horses in OPD's mounted police unit, except in the event of negligence on the part of the City, its agents, and/or employees.
 - a. Foundation fully understands that the City shall not carry any insurance on the horses provided by Foundation for its Mounted Police Unit, or for any other purpose, whether public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with any reason for which the horses are in the possession of the City, its agents, and/or employees, are to be born by Foundation.
 - b. Foundation shall assume the full cost and all other responsibility for the treatment of injuries sustained by horses during law enforcement activities including training, detail, events, competition, or other OPD approved functions.
8. **Inherent Risks and Equine Activity Liability.** City acknowledges there are inherent risks associated with equine activities, as described below, and hereby expressly assumes all risks associated with participating in such activities.

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- a. Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.
 - b. The term “inherent risks” shall include, but are not limited to, the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other equines or objects; and the potential of an individual who engages in an equine activity to act in a negligent manner that may contribute to injury to the individual or others, such as failing to maintain control over the animal or not acting within his or her ability.
 - c. To the extent that Foundation qualifies as an equine activity sponsor, an equine professional, or other eligible individual, corporation, or partnership eligible under section 773.02, Florida Statutes, Foundation shall not be liable for injury or death of a participant resulting from the inherent risks of equine activities and, except as provided in section 773.03, Florida Statutes, no participant nor any participant’s representative shall have any claim against or recover from Foundation for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.
9. **Policies, Procedures and Directives of the Ocala Police Department.** Foundation agrees upon execution of this Agreement, it has read and understands all OPD policies, directives, and procedures and further agrees to comply with those policies, directive and procedures.
10. **Indemnification.** Each party shall indemnify and hold harmless the other party and its elected officials, if any, agents and employees from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission of such party, its agents or employees.
11. **No Waiver of Sovereign Immunity.** Foundation and the City of Ocala each agree to fully responsible for the acts and omissions of their own respective agents, employees, or invitees to the extent permitted by law, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to the City of Ocala. Nothing herein shall be construed as consent by the City of Ocala to be sued by third parties.
12. **Insurance.**
- a. Provision for Insurance. The City and the Foundation agree that, at certain times when agents, employees and volunteers of the Foundation will be acting in the course and scope of their service to the City, as either police officers and/or reserve officers, said agents, employees and volunteers of Foundation may be covered under City’s immunities and insurance to include general liability, workers compensation and automobile insurance.

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- b. Additional Insurance. Nothing in this Agreement shall relieve or limit the liability of Foundation. City does not in any way represent that any types or amounts of insurance are sufficient or adequate to protect Foundation's interests or liabilities but are merely the minimums. No insurance is provided by City under this agreement to cover Foundation or its Foundations/sub-Foundations.
- c. Miscellaneous. Foundation shall be responsible for carrying such insurance as Foundation may desire to protect Foundation's own animals, equipment, contents, personal property, and other property, and business loss insurance.
13. **Non-Discriminatory Employment Practices.** During the performance of the contract, Foundation shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
14. **Compliance With F.S. 287.135.** City may terminate Agreement immediately upon discovering that Foundation: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Foundation falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
15. **Subcontractors.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Foundation or any other persons or organizations having a direct contract with Foundation, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Foundation or any other persons or organizations having a direct contract with Foundation, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Foundation, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
16. **Emergencies.** In an emergency affecting the welfare and safety of life or property, Foundation, without special instruction or authorization from the Chief of Police, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Foundation shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Foundation's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

17. **Independent Foundation Status.** Foundation acknowledges and agrees that under this Agreement, Foundation and any agent or employee of Foundation shall be deemed at all times to be an independent Foundation and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Except as expressly authorized pursuant to this Agreement, neither Foundation nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Foundation nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Foundation in its performance of its obligations under this Agreement.
18. **Access to Facilities.** City shall provide Foundation with access to all City facilities as is reasonably necessary for Foundation to perform its obligations under this Agreement.
19. **Assignment.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
20. **Public Records.** The Foundation shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Foundation shall:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Foundation does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Foundation or keep and maintain public records required by the public agency to perform the service. If the Foundation transfers all public records to the public agency upon completion of the contract, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps

and maintains public records upon completion of the contract, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

21. **Audit.** Foundation shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
22. **Publicity.** Foundation shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
23. **E-Verify.** Pursuant to section 448.095, Foundation shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Foundation shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Foundation certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Foundation understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Foundation may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Foundation shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
24. **Conflict of Interest.** Foundation is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Foundation shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Foundation's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

25. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
26. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
27. **Notices.** All notices, certifications or communications required by this Agreement 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:

28.

If to Foundation:

Florida Mounted Foundation
Attention: Eddie Leedy
14940 NE 180th Street
Fort McCoy, FL 32134
Phone:
E-mail: eleedy@thehsmc.org

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

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

29. **Attorney's Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes,

- court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
30. **Jury Waiver.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
31. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
32. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
33. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
34. **Mutuality of Negotiation.** Foundation and City acknowledge that this Agreement is a result of negotiations between Foundation and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
35. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

36. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
37. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
38. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
39. **Electronic Signature(s).** Foundation, 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 Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
40. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
41. **Legal Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.

The remainder of this page intentionally left blank.

Signature page to follow.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA

Signed by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:

Peter Lee

Peter Lee
City Manager

Approved as to form and legality:

FLORIDA MOUNTED FOUNDATION

Signed by:

William E. Sexton, Esq.

William E. Sexton, Esq.

William E. Sexton, Esq.

Printed Name

City Attorney

Title

Signed by:

By: *Eddie Leedy*

Eddie Leedy

Eddie Leedy

Printed Name of Signatory

Commander FI Mounted

Title of Signatory

Certificate Of Completion

Envelope Id: 00E593CA-5890-4251-A987-9FA005419970
Subject: SIGNATURE - Mounted Unit Agreement (OPD/240653)
Source Envelope:
Document Pages: 10
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
3/18/2026 10:40:19 AM
Security Appliance Status: Connected

Holder: Patricia Lewis
plewis@ocalafl.org
Pool: StateLocal

Location: DocuSign

Signer Events

Eddie Leedy
eleedy@thehsmc.org
Commander FI Mounted
Security Level: Email, Account Authentication
(None)

Signature

Signed by:

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Signature Adoption: Drawn on Device
Using IP Address: 2a09:bac3:6c99:31e1::4f8:92
Signed using mobile

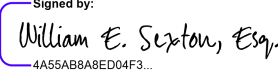
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Signed: 3/18/2026 12:25:21 PM

Electronic Record and Signature Disclosure:

Accepted: 3/18/2026 12:22:53 PM
ID: 17f5bf1f-d0b4-49ae-b9d4-2c03fa2b709c

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

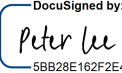
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Electronic Record and Signature Disclosure:

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Peter Lee
plee@ocalafl.org
City Manager
City of Ocala
Security Level: Email, Account Authentication
(None)

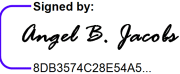
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs
ajacobs@ocalafl.org
City Clerk
Security Level: Email, Account Authentication
(None)

Signed by:

8DB3574C28E54A5...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

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Signed: 3/23/2026 9:10:15 AM

Electronic Record and Signature Disclosure:

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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 Sent	Hashed/Encrypted	3/18/2026 10:46:08 AM
Certified Delivered	Security Checked	3/23/2026 9:10:03 AM
Signing Complete	Security Checked	3/23/2026 9:10:15 AM
Completed	Security Checked	3/23/2026 9:10:15 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>.

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