

ADVERTISING AGREEMENT

352 | PREVIEW

EFFECTIVE 06/25/19

City of Ocala Recreation and Pakrs
 CLIENT
 828 NE 8th Ave.
 ADDRESS
 Ocala, FLorida 34470
 CITY/STATE/ZIP
 Misti Barrett
 CONTACT
 352-368-5506
 TELEPHONE FAX
 MBarrett@ocalafl.org
 EMAIL
 Kathy Johnson
 SALES REP

MONTH	YEAR	SIZE	PRICE
Jan			
Feb			
Mar			
Apr	2023	1/2 page	795.00
May	2023	1/2 page	795.00
Jun	2023	1/2 page	795.00
Jul	2023	1/2 page	795.00
Aug	2023	1/2 page	795.00
Sep	2023	1/2 page	795.00
Oct			
Nov			
Dec			
Total Number of Insertions			6
Deposit			
TOTAL			4770.00

NOTES:

ARTWORK

Any artwork and/or photography created by 352 Preview for use in the magazine is the property of 352 Preview and may not be used for any other use without permission. A production fee of \$120 an hour will be charged for any artwork which is requested for uses other than 352 Preview. 352 Preview reserves the right to deny releasing artwork to other publications.

BILLING

A working credit or debit card is required to secure your advertising space. By providing that information, you grant 352 Preview permission to charge the card 10 days prior to publication in the amount of your monthly invoice for the duration of the contract. Corporate accounts that require payment to be made by check, will be due upon receipt of invoice.

DEFAULT

Upon default in the payment of the sums due hereunder, you will be required to provide another working card or company check within 10 days or 352 Preview may discontinue advertising, however, such discontinuance does not relieve Advertiser of the contract obligations. In the event a payment is not made within thirty (30) calendar days of its due date, a late charge of \$25 shall be due in addition to accruing interest of 1.5% per month.

FINANCE CHARGES

All payments in arrears shall bear interest at 1.5% per month and this interest rate shall accrue on any judgments entered based upon this contract.

CANCELLATION BY 352 PREVIEW

352 Preview reserves the right to cancel this Agreement for any reason at any time

CANCELLATION BY ADVERTISER

If Advertiser wishes to cancel a contract without running the remaining advertisement placements, the Advertiser will be billed the appropriate Short Rate. Advertiser may cancel his/her remaining advertising insertions in this agreement subject to its compliance with the following;

1. Advertiser provides 352 Preview with a written notice of cancellation specifying an effective date of cancellation no less than 30 days before the next insertion date, AND

2. Advertiser pays 352 Preview prior to the effective date of cancellation, any unpaid charges which are due up to the cancellation date PLUS a \$250 cancellation charge, any unpaid interest AND
3. Advertiser pays 352 Preview the appropriate Short Rate.

SHORT RATE

The short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually published). A higher periodic rate will be charged to the advertiser, upon early cancellation of the advertising agreement, by either publisher or advertiser, and the rate will be determined by the current published 352 Preview rate card.

ATTORNEYS/COLLECTION AGENCY FEES

If Advertiser's account is delinquent and placed with an attorney or collection agency, Advertiser agrees to pay any attorney's fees or cost of collection or other expenses incurred in collection of monies due 352 Preview. Any court action or formal dispute resolution (arbitration or mediation) to occur in Marion County, Florida.

RIGHT TO REFUSE

352 Preview reserves the right to refuse any advertising materials which it deems inappropriate.

HOLD HARMLESS

In consideration of publication of an advertisement, Advertiser and the agency, jointly and severally, will indemnify and hold harmless 352 Preview, its officers, agents and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, violation of the rights of privacy, copyright infringement or plagiarism.

VENUE

Any court action or formal dispute resolution (arbitration or mediation) to occur in Marion County, Florida.

JURY TRIAL WAIVER

IT IS SPECIFICALLY AGREED THAT ALL PARTIES HERETO WAIVE THEIR RIGHT TO A JURY TRIAL FOR ANY AND ALL CLAIMS THAT THEY HAVE AGAINST ONE ANOTHER ARISING OUT OF THIS CONTRACT.

The undersigned (hereafter referred to as "Advertiser"), which term shall mean and include any and all persons, corporations or other entities, that sign hereunder in whatever capacity or that are otherwise defined as "Advertiser" herein, each of whom shall be individually, jointly, personally and severally bound hereby agrees with 352 Preview to place and maintain advertising subject to the conditions and instructions herein, for such prices per month as are indicated herein and guarantees payments of all obligations:

352 PREVIEW

3035 SE MARICAMP RD STE 104, UNIT 168
 OCALA, FL 34471
 P: 352.812.3672 W: 352PREVIEW.COM

Ken Whitehead

SIGNATURE

02 / 05 / 2023

DATE







Ken Whitehead
 PRINTED NAME

City of Ocala
 COMPANY NAME

Approved as to form and legality: *William E. Sexton*
 William E. Sexton, City Attorney

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