



## SERVICES AGREEMENT FOR THE PROVISION OF A PHOTO BOOTH EXPERIENCE FOR THE 2025 PATRIOTIC SKIES EVENT

THIS SERVICES AGREEMENT FOR THE PROVISION OF A PHOTO BOOTH EXPERIENCE FOR THE 2025 PATRIOTIC SKIES EVENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SMILE TIME, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN: 83-0912281) ("Vendor").

**NOW THEREFORE**, in consideration of the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement.

Vendor shall provide **ONE (1)** platinum photo booth package which contains the following services:

- A. Unlimited photo booth sessions in open air photo booth
- B. Provision of quality double printed photos.
- C. Option for traditional 2x6 strips or 4x6 sized photos.
- D. Customized photo template including the addition of logo, event name, and date.
- E. Themed and/or client's color scheme colored backdrop.
- F. Themed and/or client's color scheme props.
- G. Presence of photo booth attendants to assist guests and operate the booth.
- H. A private, online event gallery containing all digital photos, accessible for downloading, sharing, and saving.

City will provide **ONE (1)** power source, **ONE (1)** branding for photo template, and **ONE (1)** 10' x 10' tent for Vendor.

2. **COMPENSATION.** City shall pay Vendor a price not to exceed the lump sum amount of **NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$995)** (the "Service Fee") as full and complete compensation for the timely and satisfactory completion of the Services set forth herein.

- A. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date.
- B. **Payment of Invoice by City.** City shall pay the Service Fee by hand delivering a check made payable to **SMILE TIME, LLC** to Vendor immediately following the rendering of the Services on the Event Date.
- C. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- D. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax



to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

3. **TIME FOR SERVICE.**

- A. Vendor shall provide **ONE (1)** unlimited photo booth located at an indoor or covered outdoor location during the City's **2025 PATRIOTIC SKIES EVENT** (the "Event") on **JULY 4, 2025**, from **6:00 P.M. to 10:00 P.M.** (the "Event Date").
- B. The Event shall take place at **TUSCAWILLA PARK** located at **800 NE SANCHEZ AVENUE, OCALA, FLORIDA 34470.**
- C. The load in and set up time on the date of the Event shall begin at **4:00 P.M.**
- D. The Time for Service under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City.

4. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the service of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

5. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. 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.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Vendor provides material that does not meet the specifications of the Agreement;
- (3) Vendor fails to complete the work required within the time stipulated in the Agreement;  
or
- (4) Vendor fails to make progress in the service of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the



violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

- C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager, or other designee, shall provide written notice of the termination.

6. **SERVICE EVALUATION.** At the end of the contract, City may evaluate Vendor's service. Any such evaluation will become public record.

7. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

8. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:

- A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
- B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
- C. Vendor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the site(s) upon which the Services are to be performed and is satisfied with the site conditions that may affect cost, progress, and service of the work, as observable or determinable by Vendor's own investigation.
- D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its service under this Agreement whatsoever.
- E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state



or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
  - A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
  - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures related to the provision of Services, and for any and all safety precautions or programs incident thereto.
  - C. Vendor shall be responsible for all travel expenses incurred by both themselves and their employees while executing obligations under this Contract.
  - D. Vendor shall provide release to photos and digital copies so event host may print more on their own from anywhere. Vendor shall not keep the rights to event photos.
10. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
11. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
  - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
  - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.
  - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
  - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
  - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages.



Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

- C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

13. **ADDITIONAL INSURANCE REQUIREMENTS.**

- A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force



and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

- G. **Severability of Interests.** Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
14. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor.
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 Vendor or any other persons or organizations having a direct contract with Vendor, 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 Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, 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. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor 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 Vendor in its service of its obligations under this Agreement.
17. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
18. **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.
19. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

- 20. **AUDIT.** Vendor 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.
- 21. **PUBLICITY.** Vendor 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.
- 22. **E-VERIFY.** Pursuant to section 448.095, Vendor 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. Vendor 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, Vendor 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. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor 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. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
- 23. **WAIVER.** The failure or delay of any party at any time to require service by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require service



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.

24. **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.
25. **INDEMNITY.** Vendor shall indemnify and hold harmless City, its elected officials, employees and volunteers against all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
26. **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 service 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.
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:

If to Vendor:

Smile Time, LLC  
Attention: Felicia Gomez  
22 Teak Way  
Ocala, FL 34472  
Phone: (352) 450-5099  
E-mail: [info@smiletimellc.com](mailto:info@smiletimellc.com)

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
Email: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)





Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, FL 34471  
Phone: 352-401-3972  
E-Mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

28. **ATTORNEYS' 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.
29. **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.
30. **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.
31. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated service 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.
32. **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.



33. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor 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.
34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **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.
36. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **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 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.
39. **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.
40. **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.

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



CONTRACT# REC/250609

**IN WITNESS WHEREOF**, the parties have executed this Agreement on 4/23/2025.

**ATTEST:**

**CITY OF OCALA**

Signed by:  
Angel B. Jacobs  
8DB3574C28E5AAS  
Angel B. Jacobs  
City Clerk

DocuSigned by:  
Ken Whitehead  
5677F71E38B74F4  
Ken Whitehead  
Assistant City Manager

**Approved as to form and legality:**

**SMILE TIME, LLC**

DocuSigned by:  
William E. Sexton  
6A7D0FC4E9E5485  
William E. Sexton, Esq.  
City Attorney

By: DocuSigned by:  
Felicia Gomez  
5A3A4171C4354F347

Name: Felicia Gomez  
(Printed Name)

Title: Event Specialist  
(Title of Authorized Signatory)



# **VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS**

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Smile Time, LLC

VENDOR NAME

22 Teak Way, Ocala, FL 34472

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS (\$1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

VENDOR acknowledges and understands that unless CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on

7-4-25 (IDENTIFY DATE HERE): EVENT DESCRIPTION: 4th of

July Event

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.



IN WITNESS WHEREOF, the VENDOR sets its hand this 24th day of  
MARCH, 2025

Santiago G. Gomez  
VENDOR SIGNATURE

Santiago G. Gomez  
VENDOR PRINTED NAME

**TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:**

- ☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE: initial  
RD  
4/23/2025 (Date)
- ☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE  
(Date)

## Certificate Of Completion

Envelope Id: 72441AD6-F93D-4E87-A573-598E10209A0B

Status: Completed

Subject: FOR SIGNATURES - Services Agreement for the Provision of Photo booth Experience (REC/250609)

Source Envelope:

Document Pages: 13

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 1

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

4/16/2025 3:39:41 PM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

## Signer Events

Felicia Gomez

info@smiletimellc.com

Event Specialist

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
8AA4D704364F447...

## Timestamp

Sent: 4/16/2025 3:42:21 PM

Viewed: 4/16/2025 4:30:19 PM

Signed: 4/16/2025 4:32:15 PM

Signature Adoption: Drawn on Device

Using IP Address: 104.28.92.188

Signed using mobile

## Electronic Record and Signature Disclosure:

Accepted: 4/16/2025 4:30:19 PM

ID: ffc241da-5cf0-4ac2-9945-b2f91a6f4ca5

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
B07DCFC4E86E429...

Sent: 4/16/2025 4:32:17 PM

Viewed: 4/16/2025 4:58:14 PM

Signed: 4/18/2025 4:38:58 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
5677F71E38874F4...

Sent: 4/18/2025 4:39:00 PM

Viewed: 4/21/2025 9:51:45 AM

Signed: 4/23/2025 3:26:54 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Richard Dennis

rdennis@ocalafl.org

Security Level: Email, Account Authentication (None)

Initial

Sent: 4/23/2025 3:26:56 PM

Viewed: 4/23/2025 3:45:52 PM

Signed: 4/23/2025 3:46:40 PM

Signature Adoption: Pre-selected Style

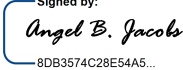
Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Accepted: 7/30/2024 11:01:16 AM

ID: 1b0ebc34-2a4d-4bdb-b2d5-fb0c8cca783a



Signer Events	Signature	Timestamp
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	<div>Signed by:  8DB3574C28E54A5...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</div>	Sent: 4/23/2025 3:46:41 PM Viewed: 4/23/2025 4:55:48 PM Signed: 4/23/2025 4:56:17 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/23/2025 4:55:48 PM  
ID: 2051c1ea-23bb-4042-a405-7617184534b4

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	4/16/2025 3:42:22 PM
Certified Delivered	Security Checked	4/23/2025 4:55:48 PM
Signing Complete	Security Checked	4/23/2025 4:56:17 PM
Completed	Security Checked	4/23/2025 4:56:17 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](mailto: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](mailto: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](mailto: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](mailto: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.

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- 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.