



Clear Channel
Outdoor

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City of Ocala Utilities Department

City of Ocala / Grease Campaign

October 14, 2024

Shelly Ashley
731 SW 37th Ave
Ocala Florida 34474

shellyashley@clearchannel.com



Flight Name: F-2328394	Start Date: November 4, 2024
Market Name: Orlando-Daytona Beach-Melbourne FL	End Date: December 1, 2024
Market Type: DMA	Duration: 4 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	4-Wk Proposed Rate	Total Price	City	Digital: Spot Length	Digital: # of Spots Per Loop
1	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	W	10'6" x 36'	\$1,000	\$1,000	OCALA	8	8
2	Digital	001494	SR 200 College Rd NS 0.32mi W/O US 441 F/E - 1	E	10'6" x 36'	\$1,000	\$1,000	OCALA	8	8
3	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	S	10'6" x 36'	\$1,000	\$1,000	Ocala	8	8
4	Digital	052814	SR 40 SS 1.26mi E/O NW 80th Ave F/W - 1	W	14' x 48'	\$1,000	\$1,000	Ocala	8	8

Target Demo – Persons 18+ yrs										
Map Loc.#	Media Type	Panel ID	Location Desc.	Plan Total Imps	4-Wk Total Imps	Weekly Total Imps	CPM	Media Product		
1	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	324,456	324,456	81,114	\$3.08	Digital Bulletin		
2	Digital	001494	SR 200 College Rd NS 0.32mi W/O US 441 F/E - 1	236,627	236,627	59,157	\$4.23	Digital Bulletin		
3	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	394,793	394,793	98,698	\$2.53	Digital Bulletin		
4	Digital	052814	SR 40 SS 1.26mi E/O NW 80th Ave F/W - 1	221,409	221,409	55,352	\$4.52	Digital Bulletin		
Totals:				1,156,097	1,156,097	289,024	\$3.40			

Flight	Total Price
F-2328394	\$4,000
Totals	\$4,000

Important Notes:

Sizes are approximate and not intended for final production specifications. All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/embellishments unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details. Total Price may include estimated sales tax on media, production, shipping, installation.

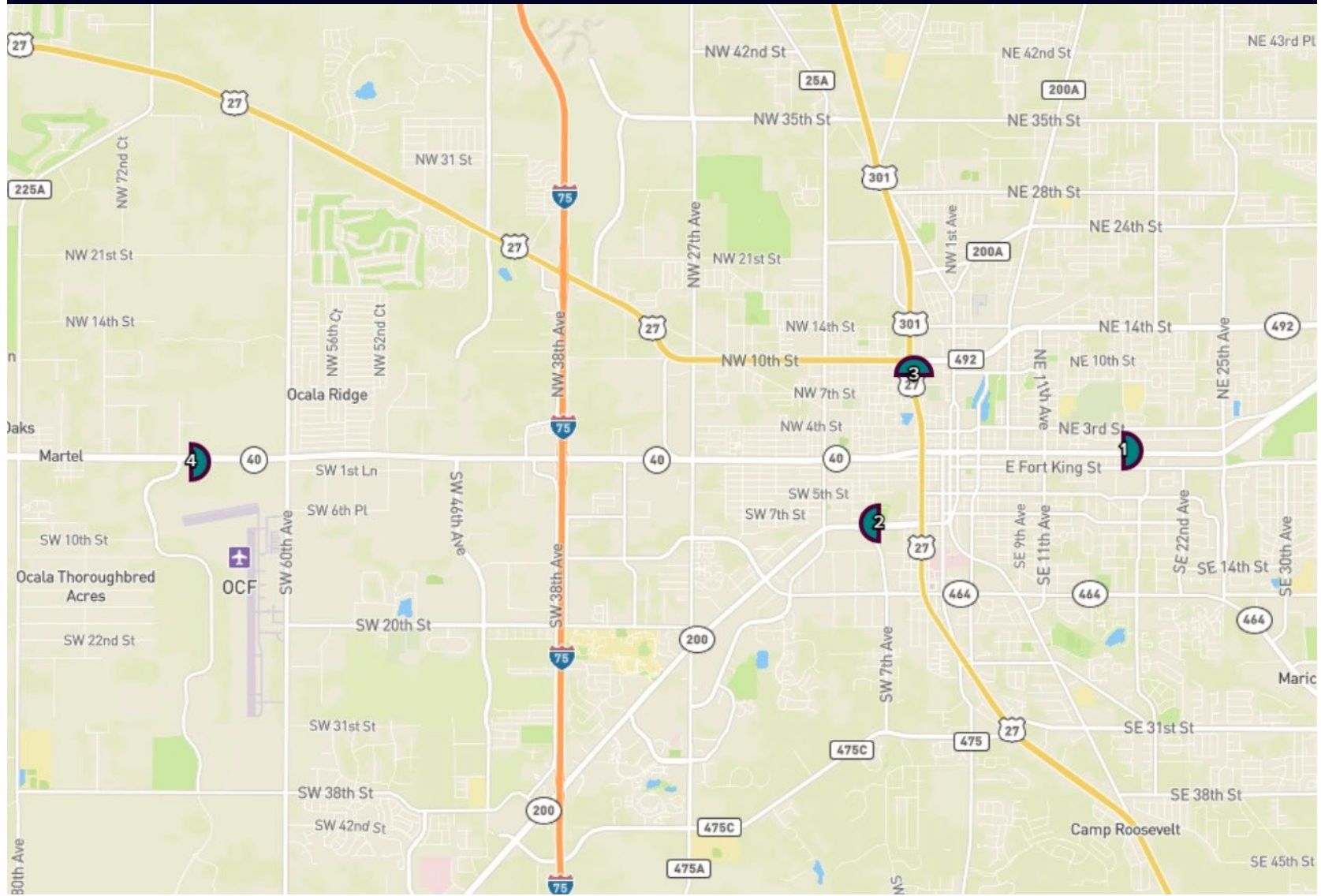
The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. They do not represent all impressions available on the structure, since these structures have multiple spots. Metrics provided for audience buys are estimates and will be finalized once actual locations are selected.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Clear Channel will deliver at least 92.5% of total contracted time for Times Square digital inventory.

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this proposal. Based on that certificate, taxes were omitted from this proposal. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

F-2328394 (OCA)



000238 – Ocala/Gainesville



Description: SR 40 NS 300ft E/O SE 16th Av FW - 1

Geopath ID: 336656

Facing: W

City: Ocala

Latitude: 29.187194

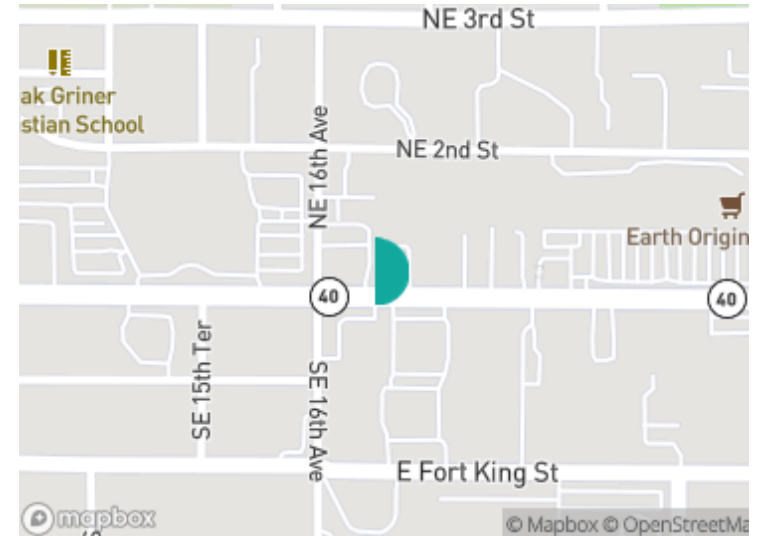
Current Advertiser:

Media Type: Digital

Size: 10'6" x 36'

Zip: 34470

Longitude: -82.115681



Weekly Impressions		
Orlando-Daytona Beach-Melbourne FL (DMA)		
Demo	In Market	Total
Persons 18+ yrs	74,381	81,114

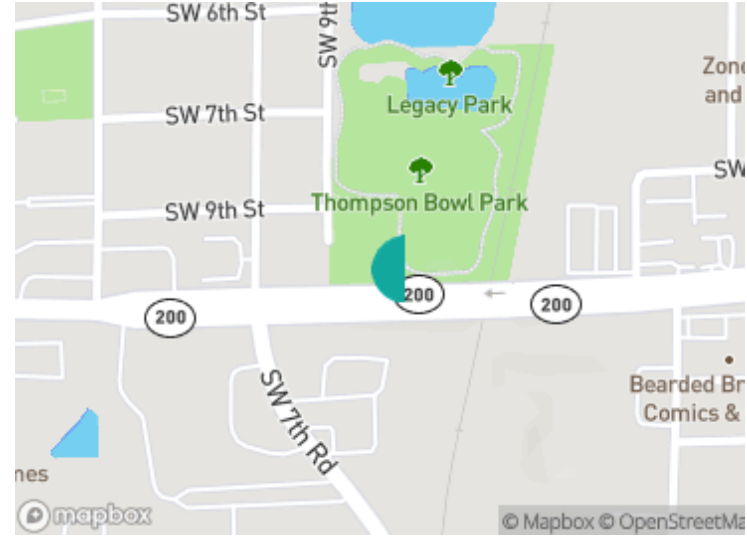
Highlights: SR 40 is a significant east/west artery through Central Florida, from the Gulf of Mexico to the Atlantic Coast, midway is downtown Ocala. Located in Ocala's Historic Downtown, this digital bulletin reaches target consumers who travel by for business or pleasure. Nearby are chain and local retail establishments, government offices, professional services and middle-to-upper income neighborhoods.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

001494 – Ocala/Gainesville



Description: SR 200 College Rd NS 0.32mi W/O US 441 F/E - 1
Geopath ID: 336799 **Media Type:** Digital
Facing: E **Size:** 10'6" x 36'
City: OCALA **Zip:** 34471
Latitude: 29.179331 **Longitude:** -82.145776
Current Advertiser:



Weekly Impressions		
Orlando-Daytona Beach-Melbourne FL (DMA)		
Demo	In Market	Total
Persons 18+ yrs	51,479	59,157

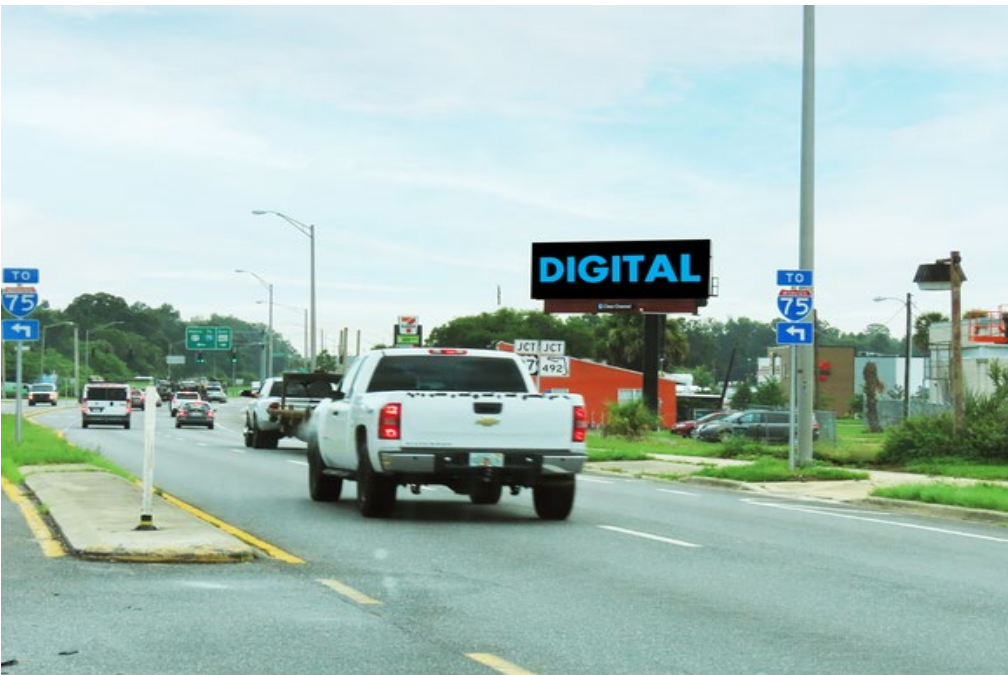
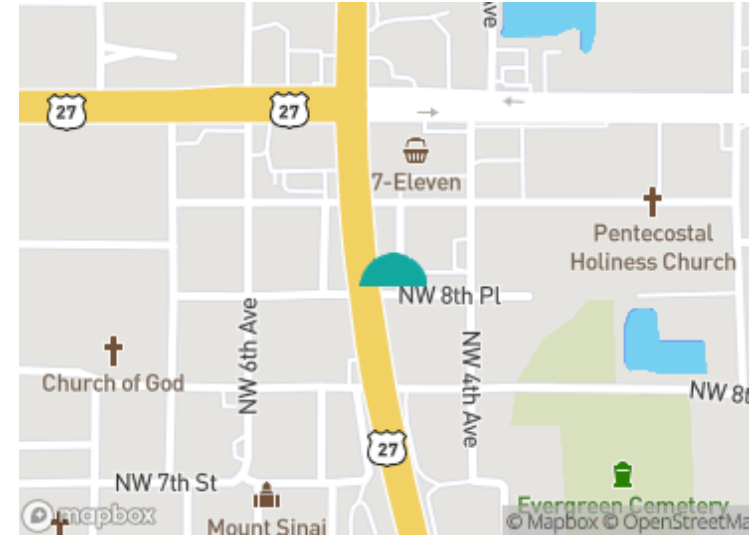
Highlights: SR 200 College Rd. is a major route from downtown Ocala to I-75 and the southwestern suburbs. It is lined with every kind of business from dining to medical to shopping. Located near one of Ocala's busiest intersections, this bulletin reaches consumers as they travel into "car dealer row". This digital bulletin is viewed weekly by 42% of working residents, 34% of African American residents, and 41% of Hispanic residents.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

082966 – Ocala/Gainesville



Description: US 441/301/27 ES 560ft S/O US 27 F/S - 1
Geopath ID: 50739226 **Media Type:** Digital
Facing: S **Size:** 10'6" x 36'
City: Ocala **Zip:** 34475
Latitude: 29.195451 **Longitude:** -82.141518
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	84,114	98,698

Highlights: Situated on US 441, a major north-south thoroughfare just south of the US 441/301/27 intersection, this Digital Bulletin captures the attention of both industrial freight and local commuter traffic. Located in the heart of Ocala, just north of the historic city district and HCA Florida Ocala Hospital, this billboard is surrounded by a vibrant mix of nature parks, recreational areas, local retail stores, service businesses, and popular QSR chain restaurants, ensuring high visibility to a diverse audience.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

052814 – Ocala/Gainesville

Clear Channel Outdoor

Description: SR 40 SS 1.26mi E/O NW 80th Ave F/W - 1

Geopath ID: 50506251

Media Type: Digital

Facing: W

Size: 14' x 48'

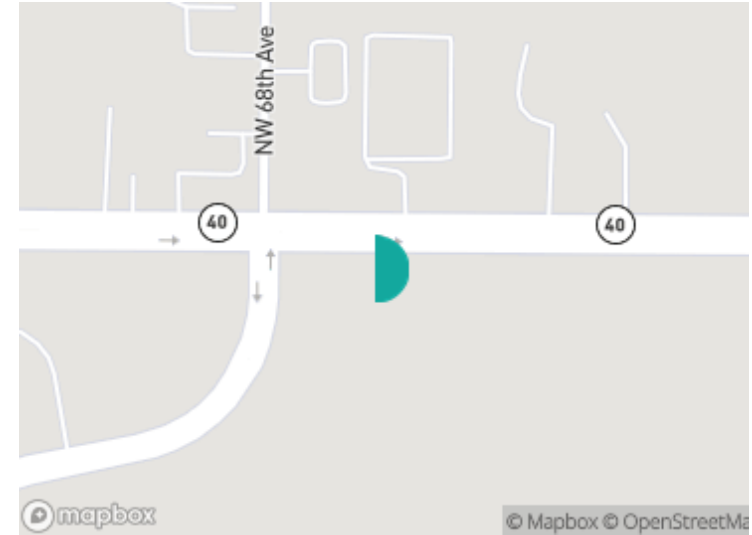
City: Ocala

Zip: 34474

Latitude: 29.186045

Longitude: -82.230521

Current Advertiser:



Weekly Impressions		
Orlando-Daytona Beach-Melbourne FL (DMA)		
Demo	In Market	Total
Persons 18+ yrs	48,385	55,352

Highlights: Excellent digital coverage for any advertisers looking to speak to the locals and tourists - traveling along Hwy 40. The World Equestrian Center is located 1 mile west of this digital opportunity. This world-class facility is the largest equestrian complex in the United States situated on nearly 378 acres of state-of-the-art arenas and luxury accommodations with an additional 300 acres set aside for future expansion. Speak to the affluent thoroughbred horse audience as well as anyone with interests in the equestrian community: realtors, supply shops, tractors, equipment sales etc.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™



SALES CONTRACT

ACCOUNT EXECUTIVE

Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

731 SW 37th Avenue
Ocala, FL 34474

ORDER #1239466-OCA

City of Ocala Utilities Department - City of Ocala
/ Grease Campaign - 11/04/2024

ADVERTISER

City of Ocala Utilities Department
(#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

BILL TO

City of Ocala Utilities Department
(#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

OCALA/GAINESVILLE

OOH SERVICES

Product	Display	Start Week	Period Type	Period Rate	Periods	Total Price
Digital Bulletin 1 slots	#000238 - SR 40 NS 300ft E/O SE 16th Av F/W - 1 - 10'6" x 36'	11/4/2024	4-Week	\$1,000.00	1.0	\$1,000.00
Digital Bulletin 1 slots	#001494 - SR 200 College Rd NS 0.32mi W/O US 441 F/E - 1 - 10'6" x 36'	11/4/2024	4-Week	\$1,000.00	1.0	\$1,000.00
Digital Bulletin 1 slots	#052814 - SR 40 SS 1.26mi E/O NW 80th Ave F/W - 1 - 14' x 48'	11/4/2024	4-Week	\$1,000.00	1.0	\$1,000.00
Digital Bulletin 1 slots	#082966 - US 441/301/27 ES 560ft S/O US 27 F/S - 1 - 10'6" x 36'	11/4/2024	4-Week	\$1,000.00	1.0	\$1,000.00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	\$4,000.00
TOTAL	\$4,000.00


Docusign Envelope ID: 454F61C4-90CB-4151-AFD5-8798EE2C2550

VERSION 275018 10/14/2024 11:23 AM EDT

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915


TERMS & CONDITIONS
1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:

"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.

"Campaign" shall mean the advertising campaign described in the Contract.

"CC Portal" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.

"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.

"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.

"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.

"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.

"Customer" shall mean the advertiser and any agency or buying service named in the Contract.

"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.

"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.

"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.

"Impressions Deliverables" means a Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).

"Quantity Deliverables" means a Campaign delivered by Clear Channel without the guarantee of specific Sign(s).

"Sign" or "Signs" shall mean the sign or signs identified in the Contract for the placement of the advertising for the Campaign.

2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.

b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.

c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.

d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.

e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.

f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES**3.1 OF CUSTOMER**

a. Customer represents and warrants to Clear Channel that

(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,

(2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.

(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and

(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is due to Customer or Customer's advertising material, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.

b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials, shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Contract.

c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report, (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.

d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.

e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Contract and commence billing on the date copy is fully displayed.

f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.

g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.

h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.

b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:

- The US Foreign Corrupt Practices Act 1977; and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY**4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS**

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

a. Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) and modify that mix during the Campaign to deliver the guaranteed deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) that will display Customer's advertising copy, is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of 2023 Geopath Impressions for the Sign(s) selected. If Clear Channel does not deliver the required number of Impressions during the Campaign, Clear Channel shall not be in breach of the Contract, however, Customer shall not be charged for the portion of Impressions that were not delivered. If applicable, Clear Channel shall refund to Customer any prepaid amounts for the portion of Impressions that were not delivered. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 CHANGE OUT OF ADVERTISING MATERIALS.

Customer may request replacement advertising copy change outs subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Customer.

4.8 RIGHTS AND OBLIGATIONS

The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA UTILITIES DEPARTMENT

DocuSigned by:
Ken Whitehead
Signature

Ken Whitehead

Name

10/22/2024

Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
Signature

Bradley Lacher

Name

10/14/24

Date

Approved as to form and Legality:

DocuSigned by:
William E. Sexton
William E. Sexton
City Attorney

Certificate Of Completion

Envelope Id: A6EE0010348146EE824D38891084D51E	Status: Completed
Subject: FOR SIGNATURE - City of Ocala Grease Campaign Agreement (WRS/250040)	
Source Envelope:	
Document Pages: 13	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
10/15/2024 1:07:03 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
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 10/15/2024 1:13:32 PM
 Viewed: 10/22/2024 8:50:55 AM
 Signed: 10/22/2024 10:28:07 AM

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

Sent: 10/22/2024 10:28:08 AM
 Viewed: 10/22/2024 1:00:01 PM
 Signed: 10/22/2024 2:58:00 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/15/2024 1:13:33 PM
Certified Delivered	Security Checked	10/22/2024 1:00:01 PM
Signing Complete	Security Checked	10/22/2024 2:58:00 PM
Completed	Security Checked	10/22/2024 2:58:00 PM

Payment Events	Status	Timestamps
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