



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum") is entered into by and between Ocala Civic Theatre, Inc. (hereafter "OCT"), located at 4337 E Silver Springs Blvd, Ocala, Florida 34470, and City of Ocala, a Florida municipal corporation (hereafter "City"), located at 110 SE Watula Ave, Ocala, FL 34471. OCT and City shall be collectively referred to as the "Parties".

1. MISSION

The Parties intend to collaborate with the following intended mission in mind:

To uplift, inspire, and entertain by providing quality performing arts experiences and education. Together with City of Ocala, Ocala Civic Theatre can offer more opportunities to more members of our community.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to document their intention to accomplish the above-referenced mission through OCT's use of the Mary Sue Rich Community Center at Reed Place (hereafter "MSR") for the purpose of conducting theater classes and performances. The Parties shall endeavor to work together to promote and sustain a place of learning for citizens of Ocala/Marion County, FL to engage in education and performance opportunities in the performing arts.

This Memorandum is NOT intended to serve as a formal agreement between the Parties. OCT's use of MSR is subject to and shall be governed by the rental agreement attached hereto as Exhibit "A" (the "Rental Agreement"). To the extent that any term of this Memorandum is inconsistent with any term of the Rental Agreement, the Parties acknowledge and agree that the terms of the Rental Agreement shall control.

3. TERMS OF UNDERSTANDING

Subject to the Rental Agreement, Ocala Civic Theatre, Inc. shall provide qualified instructors, instructional materials, and production resources to bring quality arts education and performances to MSR to enrich our cultural outreach in the Ocala Metro Area.

Subject to the Rental Agreement, City Of Ocala shall provide space for classes and performances as scheduled and agreed upon in Exhibit "B". and otherwise outlined in the Rental Agreement.

4. TERMS OF UNDERSTANDING

Subject to the Rental Agreement, this Memorandum applies to a period of September 9, 2024 – April 13, 2025. This Memorandum and the Rental Agreement may be extended upon written mutual agreement of both Parties.

5. RELEASE AND WAIVER OF LIABILITY

The Parties acknowledge and agree that OCT's use of MSR or any other City building/facility shall be subject to the "Release and Waiver of Liability" clause of the Rental Agreement, which provides as follows:

[OCT] releases and agrees to defend, indemnify and hold harmless the City of Ocala, its officials, agents, employees, and volunteers from any and all liability, actions, damages, and claims of any kind and nature whatsoever for any injury, harm or damage to persons or damage to property that may arise or occur during or in connection with the [OCT]'s (including its employees, agents, officers, and volunteers) use of the City's public facilities. [OCT] acknowledges that no Ocala Civic Theatre, Inc. officials, agents, employees, and volunteers shall be construed as officials, agents, employees, and volunteers of the City of Ocala.

6. PUBLIC RECORDS

OCT shall, to the extent required by law, comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, OCT shall:

- A. Keep and maintain public records required by the City to perform under this Memorandum and the Rental Agreement.
- B. Upon request from the City's custodian of public records, provide the City 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 confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Memorandum and/or Rental Agreement and following termination of the Memorandum and/or Rental Agreement if OCT does not transfer the records to the City.
- D. Upon termination of this Memorandum and/or the Rental Agreement, transfer at no cost to the City, all public records in possession of OCT or keep and maintain public records required by the City to perform the service. If OCT transfers all public records to the City upon termination of this Memorandum and/or the Rental Agreement, OCT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OCT keeps and maintains public records upon termination of this Memorandum and/or the Rental Agreement, OCT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF OCT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM AND/OR THE RENTAL AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 629-8441.

IN WITNESS HEREOF, the Parties have executed this Memorandum of Understanding on August 7, 2024.

ATTEST:

Signed by:
Angel B. Jacobs
80B8974C28E54A5

Angel B. Jacobs
City Clerk

Approved as to form and legality:

DocuSigned by:
William E. Sexton
8070CF4E8E6428

William E. Sexton, Esq.
City Attorney

CITY OF OCALA

Signed by:
Julie Johnson

Julie Johnson
Recreation and Parks Director
(Pursuant to City Resolution 98-101)

Ocala Civic Theatre, Inc.

Greg Thompson

Greg Thompson as it's Executive Director
Name Printed

Exhibit A

City of Ocala, Florida

Facility Rental Agreement - Summary

Rental bookings are not confirmed until we receive a copy of this Facility Rental Agreement signed by the Licensee and accompanied by the initial rental fee payment and damage deposit, if any.

Contract

Contract Name: Ocala Civic Theatre - The Studio; McCabaret	Prepared by: John Spencer
Contract #: FA-1966	Status: Tentative
Date: Jul 10 2024	

Client Information

Name: Ocala Civic Theatre, Inc.	Account: Ocala Civic Theatre
Phone #: (352) 236-2851	Email: GThompson@OcalaCivicTheatre.com
Address: 4337 East Silver Springs Boulevard, Ocala, Florida, 34470	

Facility Rental Summary

Repeat	Facility	Day	Start	End	Date Range	# Sess.	Event ID
Weekly	Mary Sue Rich Banquet Hall (Rooms 1, 2, & 3)	Mon, Tue, Thu, Fri	04:30 PM	07:30 PM	Sept. 9 2024 - April 13, 2025		00003869

Exclusions, Additions & Modifications

Type	Facility	Day	Start	End	Date	Event ID
-	-	-	-	-	-	-

Facility Fees

Name	Subtotal	Discount	Tax	Total Price	# of Booking(s)
Mary Sue Rich Banquet Hall (Rooms 1, 2, & 3)	\$0.00	\$0.00	\$0.00	\$0.00	

Extra Fees

Name	#	Unit Price	Total Usage	Subtotal	Tax	Total Price
-	-	-	-	-	-	-

Extra Fees Details

Extras per Contract

Invoice

Due Date	Amount	Remaining Balance
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-	-	-
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Contract Total

Rental Fee	Rental Tax	Extra Fees	Extra Tax	Total with Tax
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Conditions of Use

Decorations, Equipment, and Cleanliness

- All signs and decorations are required to be free standing.
- The use of nails, tape, tacks, "Command branded" and similar adhesive fasteners, or the like to fasten decorations or other materials to walls, doors, or from the ceiling is expressly prohibited.
- The use of any open flame, candles (wick or wickless), incense, or fireplaces is strictly prohibited inside of the facility or anywhere on the property.
- The use of fog machines, smoke machines, "cold spark" machines, or any other pyrotechnic devices are prohibited inside of the facility.
- The use of rice, confetti, bubbles, silly string, glitter or birdseed is prohibited inside of the facility or anywhere on the property.
- Extension cords exceeding eight (8) feet are required to contain an Underwriter's Laboratory (UL) label.
- City shall not be liable for any damage or loss to any property of the permittee from any cause whatsoever while said property is located at the facility.
- All decorations and equipment belonging to permittee must be removed from the facility at the conclusion of the event.
- All trash must be removed from the facility and placed in the dumpsters located at the facility.
- Floors must be cleaned immediately in the event of spillage and swept if littered with excess debris.
- All tables and chairs must be cleaned off and returned to their original location.

The City of Ocala's Recreation and Parks Department has set forth the following rules, standards, and guidelines for the use, management, and protection of the public facilities that it oversees and for the protection of the persons granted permission to use the same.

Failure to observe and abide by the *Facility Rules and Standards for Use* may result in the immediate termination of the Facility Rental Agreement, forfeiture of all fees, and removal from the reserved facility.

Event Booking Process and Payment Terms

The security deposit is due when the permit paperwork is processed. Taxes (as applicable) must be paid at the time fees are paid unless a copy of the organization's Florida State sales tax exempt certificate accompanies the payment. All other applicable deposits and fees are due 90 days before the event date. Reservations made less than 90 days before the date of the event must pay ALL applicable deposits and fees when the permit is processed. All prices and fees are subject to change (at the discretion from and approval of City Council).

- Payments made 90 days or more before event date: May be made by personal check, money order, certified check, cash or credit card. Checks and money orders must be made payable to the City of Ocala.
- Payments made less than 90 days before the event date: Must be by certified check, money order, cash or credit card. Personal checks will NOT be accepted for any payments made less than 90 days before an event. Certified checks and money orders must be made payable to the City of Ocala.

Deposits and Cancellation Terms

1. **Security/Damage Deposit.** A refundable security deposit, in an amount established by the City of Ocala Recreation and Parks Fee Schedule, is required for all rentals. The security deposit converts to a damage deposit at the time of the event and shall be fully refunded after the event so long as no damages are incurred. The City of Ocala reserves the right to assess additional fees against the damage deposit in accordance with the terms and conditions set forth in the Facility Rules and Standards for Use.
 - a. **Cancellation Greater than 90 Days Prior to Event.** Should Applicant cancel its reservation more than 90 days prior to the scheduled event, Applicant shall be entitled to a full refund of the security deposit and any administrative fee paid.
 - b. **Cancellation Less than 90 Days but More than 30 Days Prior to Event.** Should Applicant cancel its reservation less than 90 days prior to the scheduled event, Applicant shall be entitled to a refund equal to one-half (½) of the security deposit and administrative fees paid.
 - c. **Cancellation Less than 30 Days Prior to Event.** Should Applicant cancel its reservation less than 30 days prior to the scheduled event, no portion of the security deposit, rental fees, or administrative fees paid shall be refunded.

2. **Alcohol Deposit.** If alcohol is to be served or consumed, additional insurance, deposit, and/or permitting will be required.
3. **Cancellation by City.** The use of Recreation and Parks facilities by the public is secondary to the needs of the City of Ocala. As such, the City of Ocala reserves the right to cancel reservations at any time and for any reason to include inclement weather or other unforeseeable conditions that may present a potential danger to the user, staff, guests or the facility.

Additional fees may be assessed against the damage deposit for reasons stated in the Rental Facility Rules and Standards of Use. If damages to the facility exceed the amount of damage/alcohol deposit, Permittee shall be liable to City for costs related to same and shall reimburse the City for associated costs of repairs within 30 days of receipt of invoice. Refunds of damage deposits, less any assessments, will be made 30 days after event date. If damages require repair, the damage deposit refund may be delayed until staff can ascertain the cost of repairs.

Decorations, Equipment, and Cleanliness

1. All decorations must be free standing. No affixing decorations to walls, doors, windows, light fixtures, etc. The use of nails, tape, tacks, "Command branded" and similar adhesive fasteners, or the like to fasten decorations or other materials to walls, doors, or from the ceiling is expressly prohibited.
2. The use of any open flame, candles (wick or wickless), incense, or fireplaces is strictly prohibited inside of the facility or anywhere on the property.
3. The use of fog machines, smoke machines, "cold spark" machines, or any other pyrotechnic devices are prohibited inside of any facility.
4. The use of rice, confetti, bubbles, silly string (or similar novelties), glitter, birdseed, or polystyrene foam containers is prohibited anywhere on the property.
5. Extension cords exceeding eight (8) feet are required to contain an Underwriter's Laboratory (UL) label.
6. City shall not be liable for any damage or loss to any property of the permittee from any cause whatsoever while said property is located at the facility.
7. All decorations and equipment belonging to permittee must be removed from the facility at the conclusion of the event.
8. Permittee shall be responsible for ensuring that all trash must be removed from the facility and placed in the dumpsters located at the facility.
9. Permittee shall be responsible for ensuring all floors are cleaned immediately in the event of spillage and swept if littered with excess debris.
10. Permittee shall be responsible for ensuring all tables and chairs are cleaned off and returned to their original location.
11. Under no circumstances shall the Permittee apply dance wax, meal, or any other substance to any floor for any purposes whatsoever.
12. The use of live plants is permitted if placed around walls so as not to obstruct exits and doors. Moisture proof mats or pads are required under each container.
13. No large exhaust fans to be placed on floors near doorways or exits.
14. All of Permittee's or Permittee's sub-contractor's equipment must be removed from the building at the end of the event.
15. The City is not responsible for any item left in building, nor will the City store Permittee's equipment.

General Facility Rules and Regulations

The Facility Use Application, these Conditions of Use, and the associated Facility Use Permit issued by the City of Ocala collectively represents the entire understanding and agreement between the City of Ocala and the Permittee with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties.

The terms and provisions set forth in the Conditions of Use and the associated Facility Use Permit may not be amended, supplemented, waived, or changed in a writing which makes specific reference to the associated Facility Use Permit and which is signed by both parties.

1. Permittees agree to be available on-site and by telephone for the duration of the set-up, operation and breakdown of event.
2. Facility Use Permits are for the designated space(s), lights, heating or air conditioning, restrooms and tables/chairs located at the facility only. No occupancy of the facility outside of the perimeters of the designated space(s) will be permitted unless expressly granted. Permittee shall be responsible for ensuring that Permittee's guest do not access any prohibited areas.
3. City will ensure all areas and equipment are clean and in good working order in advance of occupancy. Permittees are responsible for leaving the facility in the same condition in which received and shall be responsible for any loss or damage to facilities or equipment.
4. Permittees agree to accept the facility in "AS IS" condition and understands that the City neither intends nor is obligated to provide services to ready the facility for Permittee's use other than as described herein.
5. Permittee shall be charged for any required repair or cleanup costs incurred by City as a result of the applicant's use of the facility.
6. The consumption of alcoholic beverages in the facility or surrounding campus is strictly prohibited without prior authorization.
7. The facility kitchen is available for the storing of food only and not for the preparation of food. No utensils or other items shall be provided by the City for Permittee's use of the kitchen.
8. Permittee shall be responsible for ensuring that permittee's guests use only designated parking areas and refrain from parking on grass or park property not otherwise designated for parking.
9. Permittee shall oversee all set-up, breakdown, and clean-up including that provided by vendors, volunteers and contracted production companies or caterers.
10. Permittee understands that the Facility Use Permit is not for exclusive use of the facility or campus and that there may be other events taking place in areas not subject to the permittee's use permit.

11. Permittee is responsible for the orderly conduct of attendees and is required to be in attendance for the duration of the event.
12. For the entire duration of the event, Permittee must ensure the premise is secure when it is not in use or when the Permittee leaves the premises. All personal property placed or moved into the premises shall be at the risk of the Permittee and the City is not liable for any damage to the Permittee, or any personal property, by reason of any act of negligence by the Permittee, any City employee, or any other person whomsoever.
13. Permittee shall be responsible for any damage to the facility or any part thereof caused directly or indirectly by the permittee or his/her agents, employees, guests, or invitees. Permittee is required to indemnify City and its elected officials, employees and volunteers against and from any claims arising from permittee's use of the facility.

For Events and Rentals with Alcohol

1. The permittee shall have a formal signed contract with a licensed and insured caterer who will providing and serving alcohol.
2. **A** mobile caterer is required to carry a 13CT license through the State of Florida, Division of Business and Professional Regulation's Hotel's and Restaurant's Department. A 13CT license is required for any mobile alcoholic beverage sales in the State of Florida, and this is only permitted when over 51% of the gross sales are for food products.
3. The permittee shall ensure that alcohol sold at the event stays within the designated event zone. For functions at the Mary Sue Rich Rich Community Center, the designated event zone is only the banquet rooms. No alcohol is permitted elsewhere in the Mary Sue Rich Community Center.
4. Beverages may not sold or given away in glass containers.
5. Events with alcohol require an Ocala Police presence.

The City of Ocala, its officials, agents, employees, volunteers, law enforcement, and fire officials shall have the right to enter the facility at all times during the event to confirm that the Permittee is in compliance with this Agreement. Should City determine, in its sole judgment, that Permittee has breached a term of this Agreement, City shall have the right to immediately terminate this Agreement prior to the conclusion of the event.

If the Client misrepresents the type, style, or nature of the agreed upon event, then the function shall be immediately shut down by the City. The Permittee and their guests will be directed to immediately vacate the facility and property. If such a misrepresentation of event type does occur, no portion of the security deposit(s), fees, or administrative fees paid shall be refunded; all paid fees, deposits, and charges are immediately forfeited.

Release and Waiver of Liability

Applicant releases and agrees to defend, indemnify and hold harmless the City of Ocala, its officials, agents, employees, and volunteers from any and all liability, actions, damages, and claims of any kind and nature whatsoever for any injury, harm or damage to persons or damage to property that may arise or occur during or in connection with the Applicant's (including its employees, agents, officers, and volunteers) use of the City's public facilities. Applicant acknowledges that no Ocala Civic Theatre, Inc. officials, agents, employees, and volunteers shall be construed as officials, agents, employees, and volunteers of the City of Ocala.

BY SIGNING BELOW, THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT A COPY OF THE FACILITY RULES AND STANDARDS FOR USE CONTAINING THE RULES AND REGULATIONS FOR USE OF FACILITIES OWNED AND/OR MANAGED BY THE CITY OF OCALA HAS BEEN RECEIVED AND READ, AND UNDERSTANDS AND AGREES TO ABIDE BY THESE RULES & REGULATIONS GOVERNING THE USAGE OF THE FACILITY BEING RENTED. THE UNDERSIGNED FURTHER CERTIFIES THAT ALL INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT. ANY APPLICATION FOUND TO CONTAIN MISLEADING OR INACCURATE IS SUBJECT TO REJECTION BY CITY.

Signature:  _____
for Ocala Civic Theater, Inc., as its

Date: August 7, 2024

Executive Director

For Official Use Only

Date: 8/26/2024

Recreation & Parks Director or Designee:  _____
Signed by: Julie Johnson
FF16E023EC334F0

Exhibit B

Academy West (Mary Sue Rich) – FALL

The Studio; McCabaret
Mondays, Tuesdays, Thursdays, Fridays
September 30-October 18, 2024
5-7 pm
McCabaret Tech at OCT: October 21-24
Showcase: October 25-27

Theatre Unplugged (Ages 9-12)
Mondays
September 9 – October 28, 2024
5-6:30 pm

Play Space; Act Now (Ages 6-8)
Mondays
September 9 – October 28, 2024
5:00- 6:00 pm

Academy West (Mary Sue Rich) – SPRING

Play Space; Act Now (Ages 6-8)
Mondays
January 6th – February 24, 2025 (no class 2/17)
Pick up class Friday 2/21
5:00- 6:00 pm

Theatre Unplugged (Ages 9-12)
Mondays
January 6th – February 24, 2025 (no class 2/17)
Pick up class Friday 2/21
5-6:30 pm

The Studio; Stage Combat
Thursdays
January 9 - February 27, 2025
5 – 6:30 pm

Academy West (Mary Sue Rich) – SPRING Show

James and The Giant Peach
Sundays 1:30-4:30 pm & Monday, Tuesday, Thursdays 4:30-7 pm
March 3 – April 3
Tech Sunday April 6 1:30-4:30 pm
Tech Monday – Thursday 4:30-7:45 pm
Student Show Friday April 11th at 11 am
Regular Shows Friday & Saturday April 11th & 12th at 7 pm
Sunday April 13th at 2 pm

Certificate Of Completion

Envelope Id: 600F069797E84CF5A850A02D7BD3E194	Status: Completed
Subject: FOR SIGNATURE - MOU Agreement for Ocala Civic Theatre (REC/240777)	
Source Envelope:	
Document Pages: 7	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld 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

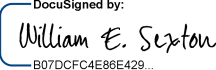
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Status: Original	Holder: Porsha Ullrich	Location: DocuSign
8/23/2024 11:04:32 AM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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

Timestamp

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 Viewed: 8/23/2024 12:03:37 PM
 Signed: 8/23/2024 12:12:29 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Julie Johnson
 jjohnson@ocalafl.gov
 Security Level: Email, Account Authentication (None)

Signed by:

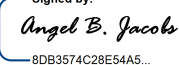
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 Signed: 8/26/2024 11:24:11 AM

Electronic Record and Signature Disclosure:

Accepted: 8/26/2024 11:21:41 AM
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Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

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

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Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	8/26/2024 10:32:59 AM
Envelope Updated	Security Checked	8/26/2024 11:13:03 AM
Envelope Updated	Security Checked	8/26/2024 11:13:03 AM
Certified Delivered	Security Checked	8/26/2024 12:24:29 PM
Signing Complete	Security Checked	8/26/2024 12:24:41 PM
Completed	Security Checked	8/26/2024 12:24:41 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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