



## FIRST AMENDMENT TO AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **DEAN MITCHELL D/B/A SAXSQUATCH, LLC**, a limited liability company duly organized in the state of North Carolina and authorized to do business in the state of Florida (EIN: 85-1941244) ("Artist").

**WHEREAS**, on July 3, 2024, City and Artist entered into an Agreement for Performance Services, City of Ocala Contract No. REC/240690 (the "Original Agreement"); and

**WHEREAS**, City and Artist now desire to amend the Original Agreement to revise the performance date; and

**NOW THEREFORE**, In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE.** City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show approximately **ONE (1) HOUR** in length on **OCTOBER 16, 2024**, beginning at **7:00 P.M.** and ending at **8:00 P.M.** (the "Performance").
  - A. The load in, sound check, and set up time on the date of Performance shall begin at **3:00 P.M.**
  - B. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **DOWNTOWN SQUARE GAZEBO STAGE** during the City of Ocala Sunset Songs Series Event (the "Event").
3. **COMPENSATION.** Artist shall be paid the total sum of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000)** for the entire Performance (the "Performance Fee"). The Performance Fee shall be paid by check made payable to artist known as **SAXSQUATCH, LLC** and shall be hand delivered to Artist immediately following the Performance unless the parties otherwise agree.
4. **RECITALS.** City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
5. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Artist, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
6. **ELECTRONIC SIGNATURE(S).** Artist, 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.
7. **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.


- 8. **ENTIRE AGREEMENT.** This First Amendment and the attached Riders, if any, contains all agreements between the Parties. 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 First Amendment. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this First Amendment shall control.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment on 10/15/2024.

**ATTEST:**

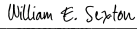
**CITY OF OCALA**

Signed by:  
  
 \_\_\_\_\_  
8DB3574C28E54A5  
 Angel B. Jacobs  
 City Clerk

DocuSigned by:  
  
 \_\_\_\_\_  
5077F7E38B744  
 Ken Whitehead  
 Assistant City Manager

**Approved as to form and legality:**

**SAXSQUATCH, LLC**

DocuSigned by:  
  
 \_\_\_\_\_  
8D7DCFC8E8E426  
 William E. Sexton, Esq.  
 City Attorney

By: Signed by:  
  
 \_\_\_\_\_  
14DD0704A74B477  
 Dean Mitchell  
 \_\_\_\_\_  
 Printed Name of Signatory  
 \_\_\_\_\_  
 Owner of Saxesquatch LLC  
 \_\_\_\_\_  
 Title of Signatory



**RELIANT**  
TALENT AGENCY

# CHANGE MEMO

ARTIST: Saxsquatch  
SHOW DATE(S): 10.16.24  
CITY, ST: Ocala, FL  
VENUE: Sunset Song Series at Downtown Square  
PROMOTER COMPANY: City of Ocala

BOOKING AGENT: Seth Meganck  
CONTRACT ISSUE DATE: 4.1.24

*Please list all deal changes below.*

FROM:

TO:

ORIGINAL DATE:  
October 9, 2024

RESCHEDULED DATE:  
October 16, 2024

All other terms and conditions of the original contract remain the same.

THE CHANGES ABOVE ARE ACCEPTED AND AGREED TO BY:

**Artist Signature:**

**Purchaser Signature:**

Dean Mitchell

Signed by:  
Dean Mitchell  
14DD070474B477...

**Certificate Of Completion**

Envelope Id: A3B86C48F93E48B1A2CDC292D3F6CB78	Status: Completed
Subject: First Amendment to Agreement for Performance Services (REC/240690)	
Source Envelope:	
Document Pages: 3	Signatures: 5
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

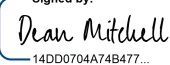
**Record Tracking**

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

**Signer Events**

Dean Mitchell  
saxsquatch@saxsquatch.com  
Owner of Saxsquatch LLC  
Security Level: Email, Account Authentication (None)

**Signature**

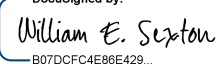
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Signature Adoption: Pre-selected Style  
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Signed using mobile

**Timestamp**

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Viewed: 10/14/2024 4:39:57 PM  
Signed: 10/14/2024 4:40:55 PM

**Electronic Record and Signature Disclosure:**  
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ID: d97464c8-04ea-4c4a-8e7d-7d5388cb622a

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

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

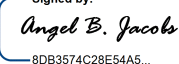
Ken Whitehead  
kwhitehead@ocalafl.org  
Assistant City Manager  
City of Ocala  
Security Level: Email, Account Authentication (None)

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

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Signed: 10/15/2024 9:14:17 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

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

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Signed: 10/15/2024 9:15:36 AM

**Electronic Record and Signature Disclosure:**

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	10/15/2024 9:15:22 AM
Signing Complete	Security Checked	10/15/2024 9:15:36 AM
Completed	Security Checked	10/15/2024 9:15:36 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- 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.