



Ocala Relocation Guide Advertising Agreement



City of Ocala, by and through Ocala Electric Utility

Business Name
1805 NE 30th Avenue, Bldg. 400

Address
Ocala, FL 34471

City/State/Zip
Tammy Hoff (352) 351-6626 thoff@ocalafl.org

Contact Name Telephone Fax Email

Purchase Agreement For:

| AD SIZE | RATE |
|-----------|--------|
| full-page | \$2490 |
| | |
| | |
| | |
| TOTAL: | \$2490 |

PAYMENT TERMS:

☐ Check (PAYABLE TO: GOOD LIFE PUBLISHING)

NOTES:

Includes FREE highlighted listing (a \$295 value)

Rate is \$300 less than published rate total for our best clients

May separate full-page ad into fractional ads at no additional charge

Credit Card:



☐ MC ☐ Visa ☐ American Exp

Name on Card: _____

Number: _____

CVV Security Code: _____

Exp. Date: _____

Billing Zip Code: _____

Amount of Charge: _____

I authorize Good life Publishing, Inc. to charge my credit card.

Signature: _____

Date: _____

Having full power and authority to sign for the above business, I hereby warrant that I have read all provisions on **both pages** of this contract and give my approval of same.

Signed by:

SIGNATURE *Janice Mitchell*

DATE 2/5/24

55198913858A4E1...

Title CFO

Print Name Janice Mitchell

9/5/2024

Publisher's Rep. Dean Blinkhorn

TERMS AND CONDITIONS**ACCEPTANCE**

The undersigned (hereafter referred to as "Advertiser"), which term shall mean and include any and all persons, corporations or other entities, that sign hereunder in whatever capacity or that are otherwise defined as "Advertiser" herein, each of whom shall be individually, jointly and severally bound hereby agrees with Good Life Publishing, Inc. (hereafter referred to as "GLP") to place and maintain advertising subject to the conditions and instructions herein, including those on both sides of this agreement, for such prices per month as are indicated herein and guarantees payments of all obligations. GLP will not be bound by any agreement which is not expressed herein. This is NOT an agreement between the Advertiser and Ocala/Marion County Chamber and Economic Partnership (hereafter referred to as "CEP").

PAYMENT TERMS

Advertiser agrees to payment terms indicated on page one of this agreement, or by the date of the invoice, whichever is earlier.

FINANCE CHARGES

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

DEFAULT

Upon default in the payment of the sums due hereunder, GLP may cancel advertising. However, that such discontinuance does not relieve Advertiser of the contract obligations.

ARTWORK

Advertiser agrees that the service being purchased is for the advertising space only. If requested, GLP shall create artwork for the advertising space at no additional charge as a courtesy. Artwork and photography created by GLP remains the property of GLP. Every effort will be made to obtain artwork approval from the Advertiser, but failure to approve artwork will not result in a refund of monies to Advertiser. Any artwork and/or photography created by GLP for use in the magazine is the property of GLP and may not be used for any other use without permission. A production fee of \$125 an hour will be charged for any artwork which is requested for uses other than GLP. GLP reserves the right to deny releasing artwork to other publications.

SUPPLIED ADVERTISING MATERIALS

Supplied advertising materials cannot be guaranteed for correctness or quality of reproduction. Digital files submitted without color proofs cannot be guaranteed for color. These advertisements will be at Advertiser's risk with no make-goods or credits allowed.

CANCELLATION BY GLP:

GLP reserves the right to cancel this Agreement for any reason at any time. GLP specifically reserves the right to cancel this Agreement if any bill is not paid within 30 days of the press date.

CANCELLATION BY ADVERTISER:

This contract may not be cancelled by the Advertiser and the Advertiser will be responsible for payment of the ad space.

ATTORNEYS /COLLECTION AGENCY FEES:

If Advertiser's account is delinquent and placed with an attorney or collection agency, Advertiser agrees to pay any attorney's fees or cost of collection or other expenses incurred in collection of monies due GLP.

ALTERATION/DAMAGES OF PRINTING MATERIALS

GLP reserves the right to alter any printing materials received at variance with mechanical requirements. GLP will use reasonable precaution to protect all printing materials, but will not be liable for loss or damage.

EDITORIAL DISCRETION

GLP reserves the right at all times to reject any advertising and/or

contract which fails to conform to its editorial standards or which GLP deems to be otherwise undesirable.

LIMITATION OF LIABILITY

ADVERTISER hereby expressly agrees that the GLP LIABILITY FOR ERRORS AND OMISSIONS SHALL NOT EXCEED THE AMOUNT OF CHARGES FOR LISTING OR ADVERTISEMENT SPECIFIED on the face of this Application. In no event shall GLP be liable for indirect damages or consequential damages resulting from GLP errors or omissions. No adjustments will be considered on any advertisement in reimbursements. ADVERTISER agrees to defend and to identify GLP and to hold GLP harmless from any and all liabilities and claims, including expenses, cost and attorney fees incurred in the defense of any claims resulting from a breach of any rights to such trademark, service mark, trade name, illustration, person's name and/or person's photograph used, which results from GLP acceptance of the application and performance of the Contract. Since this agreement is not with the CEP, the CEP shall not be liable for any errors or omissions.

VENUE

All disputes between the parties shall take place in Marion County, Florida.

JURY TRIAL WAIVER

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

Having full power and authority to sign for the above business, I hereby warrant that I have read all provisions on both pages of this contract and give my approval of same.

Signed by:

SIGNATURE

Janice Mitchell

DATE 9/5/2024

Title

5519783358A4E1...

Print Name

Janice Mitchell

Approved as to form and legality:

DocuSigned by:

William E. Sexton

B07DCFC4E86E429...

William E. Sexton

City Attorney

Certificate Of Completion

Envelope Id: CA7C0491544442BFACAA54FE08B338E8

Status: Completed

Subject: SIGNATURE: Advertising Agreement - Ocala Relocation Guide (ELE/240863)

Source Envelope:

Document Pages: 2

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

7/16/2024 1:17:36 PM

Holder: Patricia Lewis

plewis@ocalafl.org

Location: DocuSign

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: 7/16/2024 1:19:55 PM

Viewed: 7/29/2024 12:33:46 PM

Signed: 9/5/2024 9:05:22 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Janice Mitchell

jmitchell@ocalafl.org

CFO

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:



55198B43858A4E1...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 9/5/2024 9:05:23 AM

Viewed: 9/5/2024 9:42:35 AM

Signed: 9/5/2024 9:42:54 AM

Electronic Record and Signature Disclosure:

Accepted: 9/5/2024 9:42:35 AM

ID: 7171de38-94b5-4bb2-9d5c-f85ede905aa7

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 | 7/16/2024 1:19:55 PM |
| Certified Delivered | Security Checked | 9/5/2024 9:42:35 AM |
| Signing Complete | Security Checked | 9/5/2024 9:42:54 AM |
| Completed | Security Checked | 9/5/2024 9:42:54 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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.

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.