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## OCALA MAGAZINE PUBLICATIONS, LLC.

Ocala Home \_\_\_\_\_

P.O. Box 4649 / Ocala, FL 34478

Sales Representative

Charity Register \_\_\_\_\_

(352) 622-2995 – (352) 622-9200 Fax

Red Book/Other \_\_\_\_\_

## MARKETING AGREEMENT

Client (LEGAL NAME/DBA) City of OcalaPhysical Address 1770 SW 60th AveCity OcalaState FloridaZip 34474Billing Address (if different) 1770 SW 60th Ave Suite 600City OcalaState FloridaZip 34474Telephone 352-629-8377Contact Matthew GrowCell phone 352-427-5737E-Mail mgrow@ocalafl.govURL www.ocalaairport.comSize Full Page Ad Frequency 4x Price (per insertion) \$995 4x in Trade No. Start Date September-December, 2024

## Advertising Policy - Terms and Conditions

**Publisher Rights Regarding Copy:** Publisher reserves the right to revise, alter or reject any advertisement for any reason, or to omit advertisements without notice. No change in advertising copy will be made without Advertiser's prior consent. Publisher reserves the right to alter any materials received at variance with mechanical requirements. Such alterations may be billed at actual cost to the advertiser. Publisher will use reasonable caution to protect all printing materials but will not be liable for loss or damage.

**Copy:** Publisher is not responsible for errors in copy once the advertiser has approved a proof. Publisher cannot guarantee a proof for any ad that is submitted after the copy deadline. Copy deadline for all ads or promotional features is the 1st of the month prior to publication. Advertisements submitted after proof deadlines are submitted at Advertiser's own risk and Publisher assumes no liability for errors or omission in such advertisements.

**Credit:** The extension of credit is at the discretion of Publisher. Accounts are billed on the 1st of the month prior to publication and are due on the first day of the month of publication. All other invoices are due upon receipt. Late payments will be subject to a finance charge of 1.5% per month until paid. The undersigned individually, jointly and severally guarantees payment of the obligation. If any invoice is not paid within the terms established, Publisher reserves the right to reject ads at any time and cancel the Agreement without notice. In this event, all charges for advertising published prior to such cancellation shall immediately be due and payable at the Publisher's regular earned rates. Earned rate is defined as the rate that is earned for a specific number of insertions, e.g., a 12 time agreement that is cancelled after running 5 ads has earned the four time rate regardless of whether cancelled by Publisher because of nonpayment or cancelled by the client. Publisher agrees to accept credit card payments from Visa, MasterCard or American Express for any monies owed.

**Rates:** The Publisher reserves the right to revise rates, terms, specifications, deadlines and conditions contained herein upon sixty (60) days written notice to Client. Client shall have the right, within 15 days after notification of any such revision, to cancel the contract without penalty.

**Terms & Conditions:** Oral agreements are not recognized. Publisher is not obligated to return ads or ad materials, and is not responsible for any damage or loss of ads, copy, drawings or photography, art or any other material provided. The OCALA Magazine name and logo is the property of Publisher, and any reproduction or use without the written permission of authorized representatives is prohibited. A 12X Frequency with a feature story is non-cancelable.

**New clients** (anyone who has not advertised with OCALA Magazine in the previous 6 months) must pay the first insertion of this agreement at the time of signing. An advertorial (whether a new or existing client) must be paid in full before it is printed. One-half of the payment is due at the signing of this agreement and balance must be paid on approval for printing. In any event, by signing this agreement the undersigned is obligated to fulfill the agreement whether or not any monies are received at signing.

All copy changes must be supplied by the first of the month preceding publication date. All ad changes must be approved for printing by the tenth of the month preceding publication date. Should Client fail to supply copy or to make themselves available to approve proof, Publisher has the discretion to create an ad or promotional feature using name, address and phone number of Client or to not run the ad or advertorial and to invoice the contractual amount agreed.

All clients will receive the first proof of their ad to approve for printing or make corrections (corrections could be photo/art and/or copy). A second proof will be shown when corrections are required. Any changes to the second proof will be approved by the salesperson for printing. Should a client require a third proof there would be an additional charge of \$100 (should the change be photography that is different than approved in the first or second proof the charge for the third proof will be \$250). Client will be invoiced \$100 for any appointment with a writer or photographer that is cancelled without 24-hour notice. Client agrees that the charges are reasonable compensation for Publisher's accommodation.

**Payment:** The undersigned, jointly and severally with the Client guarantee the payment of the obligation and if a Client's account is delinquent and placed with an attorney or collection agency, the undersigned and Client agree to pay any attorney's fees and cost of collection or other expenses incurred in collection of monies due the Publisher. Interest shall accrue at 18% per annum on the unpaid balance and any judgment rendered thereon.

**Regarding Barter for Contract:** All barter will not depreciate in value, be charged fees or have any type of expiration date of any sort. Barter cannot be refused for any reason and will be used at any time. Barter is due with your payment and is considered part of the payment process and thus will be treated as so.

**Cancellation / Earned Rate:** Contract may not be canceled by the advertiser. If such contracts are cancelled, the Advertiser will be liable for the difference between the discount rate and actual rate earned as per the rate card in effect at time of cancellation (see earned rate definition in Credit paragraph).

**Unavoidable Non-Performance:** Publisher is not liable for failure to publish ads or distribute the magazine because of floods, fire, riots, strikes, and shortages of materials, orders of government, failure of transportation, acts of God, war, accidents or other causes beyond our control. In such an event, the Agreement will be suspended during the period of inability to perform and the terms extended for a like period. Neither party shall have liability to the other party because of suspension.

## THIS CONTRACT IS NOT SELF-RENEWABLE.

**Liability of Publisher:** Publisher will not be liable by any reason for any error, for which it may be responsible, beyond liability for the cost of actual space occupied by the item in which the error occurred. In the case of typographical errors or omissions, Publisher shall not be liable beyond the printing cost of the area occupied by the advertisement. Notice of errors must be given in time for correction before additional insertions are made. Claims for error adjustments must be made within thirty (30) days of the error date. Publisher is not liable for copy corrections not provided in writing or for corrections made by telephone.

The party signing the Agreement on behalf of the Client guarantees that he/she has full authority to enter into the Agreement on behalf of the Client and to bind the Client to perform the Agreement. The Agreement shall cover only advertising of the named Client and is not assignable by the Client. If Client contracts with an advertising agency or other agent, Client remains obligated to pay Publisher for all advertising purchases.

I have read this agreement and agree that it includes all conditions of advertising.

 Peter Lee

8/12/2024

Client Authorized Signature

Valid 2024-25.

Client name printed

Date

Approved as to form and legality:

 William E. Sexton  
William E. Sexton  
City Attorney

**Certificate Of Completion**

Envelope Id: F3E24C3380D647EEB4288474DD810F01

Status: Completed

Subject: SIGNATURE - (AIR/230705) Ocala Magazine Advertisement Airport

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

April Adolf

AutoNav: Enabled

110 SE Watula Avenue

Enveloped Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

aadolf@ocalafl.gov

IP Address: 216.255.240.104

**Record Tracking**

Status: Original

Holder: April Adolf

Location: DocuSign

8/12/2024 10:05:45 AM

aadolf@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement &amp; Contracting

Location: DocuSign

**Signer Events****Signature****Timestamp**

William E. Sexton

DocuSigned by:

wsexton@ocalafl.org

  
B07DCFC4E86E429...

Sent: 8/12/2024 10:55:15 AM

City Attorney

Viewed: 8/12/2024 1:29:17 PM

City of Ocala

Signed: 8/12/2024 1:32:30 PM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 216.255.240.104**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Peter Lee

DocuSigned by:

plee@ocalafl.org

  
5BB28E162F2E4C2...

Sent: 8/12/2024 1:32:31 PM

City Manager

Viewed: 8/12/2024 5:13:36 PM

City of Ocala

Signed: 8/12/2024 5:13:43 PM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 216.255.240.104**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	8/12/2024 10:55:16 AM
Certified Delivered	Security Checked	8/12/2024 5:13:36 PM
Signing Complete	Security Checked	8/12/2024 5:13:43 PM
Completed	Security Checked	8/12/2024 5:13:43 PM

  

Payment Events	Status	Timestamps