



**CONTRACT# OFN/230321**

**AGREEMENT FOR LEASE AND RESALE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES**

THIS AGREEMENT FOR LEASE AND RESALE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **OAK RUN ASSOCIATES, LTD. DBA DECCA DIGITAL SOLUTIONS**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 59-2977066) ("Reseller").

**WHEREAS**, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

**WHEREAS**, the Reseller desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility for resale to Reseller's customers.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Reseller agree as follows:

1. **RECITALS.** City and Reseller hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
  - A. **Customer:** the end user of the supplied fiber optic service who has purchased such service from Reseller.
  - B. **Authorized Users:** users authorized by the Reseller to utilize the fiber optic connection.
  - C. **Reseller:** an individual or entity who purchases fiber optic service to re-sell to third-party customers.
  - D. **Effective Date:** the date that this Agreement has been fully executed by all parties.
  - E. **Service Date:** the date on which fiber optic telecommunication services are installed and ready for Reseller use; also the date on which Reseller billing begins.
  - F. **Access Cost:** the cost to build new networked lines to Reseller's service location.
  - G. **Live and Ready for Use:** assigned fiber lines ready for transmitting and receiving electronic data flow.
  - H. **Initial Term:** shall mean the minimum time period required for lease of fiber optic telecommunication services by the Reseller.
3. **SCOPE OF SERVICES.**
  - A. Reseller agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **8969 SW 100<sup>TH</sup> STREET, OCALA, FLORIDA, 34481.**
  - B. **Internet Services.** Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Reseller understands that Reseller and Reseller's Authorized Users may access the Internet through the Service. Reseller agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Reseller from Third Parties. Reseller assumes total responsibility and risk for use of the Service and the Internet by Reseller and/or Reseller's Authorized Users. Neither the City, its agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.



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- C. Reseller will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy**.
4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Reseller's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Reseller (the "Service Date").
5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (12 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Reseller or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Reseller. At that time, Reseller has the right to reject the new rate and cancel services by providing notice to Utility.
6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Reseller shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **FOURTEEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS PER MONTH (\$14,800/Per Month)**, excluding any applicable fees or taxes.
7. **DEFAULT AND TERMINATION.**
- A. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within **THIRTY (30) DAYS** of such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.
- B. If Reseller defaults or terminates this Agreement without cause prior to the expiration of the original term, the Reseller will be required to pay all payments remaining under the original Agreement term.
- C. This Agreement will be invoiced monthly as part of Reseller's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Reseller.
- D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.
8. **USE OF RESELLER'S PREMISES.** If necessary, the Reseller shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Reseller will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.
- A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Reseller, unless there has been a prior agreement between the parties

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- covering said costs. The Utility will install its wire or cable once the Reseller has provided for access.
- B. Where the premises are not owned by the Reseller, Reseller shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Reseller's default of any of the provisions of this Agreement or at the termination of this Agreement.
  - C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.
  - D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Reseller will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.
9. **MAINTENANCE & REPAIR.** Each party shall be responsible for maintaining its own infrastructure or equipment and repairing such infrastructure or equipment when necessary. Upon receiving a request for maintenance or report of an interruption in service, the receiving party shall notify the other party of such receipt. The parties shall conduct a timely investigation of the cause of such interruption, determine which party's infrastructure or equipment has failed (and, therefore, who is responsible for repair), and the responsible party shall make a reasonable effort to remedy the problem and restore service as soon as reasonably practicable. In no event shall either party be responsible for maintaining or repairing infrastructure or equipment of the other party.
10. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:
- A. Keep and maintain public records required by the public agency to perform the services set forth herein.
  - B. Upon request from the public agency's custodian of public records, provide the public agency 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 exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.
  - D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.



**IF THE RESELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

#### 11. MISCELLANEOUS PROVISIONS.

- A. **Assignment.** This Agreement shall not be assigned by Reseller without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.
- B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
- C. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- D. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
- E. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- F. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- G. **Rights of Third Parties.** Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- H. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- I. **Entire Agreement.** This Agreement, including exhibits, (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 Agreement. For the avoidance of doubt, this Agreement replaces and supersedes in their entirety that certain: (i) Agreement to Lease



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Fiber Optic Telecommunications Services, dated October 1, 2020, by and between OFN and Reseller (Contract #OFN200783), as amended by that certain Change Order dated February 2, 2021; and (ii) Broadband Services Agreement, dated January 18, 2023, by and between OFN and Reseller.

- J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which will constitute the same instrument.
- K. **Electronic Signatures.** Reseller, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- L. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director  
1805 NE 30<sup>th</sup> Avenue, Bldg 500  
Ocala, FL 34470  
Tele: 352-401-6900 E-Mail: [telecom@ocalafl.org](mailto:telecom@ocalafl.org)

Oak Run Associates, LTD. DBA Decca Digital Solutions  
8969 SW 100<sup>th</sup> St  
Ocala, FL 34481  
Attn: Chuck Stein  
Tele: 352-854-3223  
E-Mail: [cstein@deccahomes.com](mailto:cstein@deccahomes.com)  
[deccacabletech64@deccacable.com](mailto:deccacabletech64@deccacable.com)

- M. **Attorney Fees.** If any civil action, or other legal proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.
- N. **Indemnity.** Reseller shall indemnify, up to the limits set forth in Florida Statute, §768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.
- O. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in



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Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

12. **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.

13. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire Agreement between the Utility and the Reseller shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

**Exhibit A-** Service Pricing

**Exhibit B-** Ocala Fiber Network Fair Use Policy

**IN WITNESS WHEREOF**, the parties have executed this Agreement on 3/29/2023.

**OAK RUN ASSOCIATIONS, LTD. DBA  
DECCA DIGITAL SOLUTIONS**

**CITY OF OCALA**

DocuSigned by:  
  
B09DEC8009B84FD...

DocuSigned by:  
  
Ken Whitehead  
Assistant City Manager

Janice Mitchell  
CFO

By: Oak Run Associates, Ltd.  
(Printed Name)

President  
(Title of Authorized Signatory)

**Approved as to form and legality:**

DocuSigned by:  
  
William E. Sexton, Esquire  
City Attorney



**EXHIBIT A- SERVICE PRICING**

DETAILS OF FIBER OPTIC TELECOM SERVICES

**Service Location:**

**12 MONTH TERM**

8969 SW 100<sup>TH</sup> ST, OCALA FL

(Dedicated Internet Access – 8 GB w/300 Burstable)

**Total Recurring Monthly Rate:**

\$ 14,800.00 (Taxes not included in cost. Taxes will be applied where applicable)

**Equipment provided by the City of Ocala:**

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

**Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:**

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)



## EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

### What Is A Fair Use Policy (FUP)

A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

### WHY A FUP Is Needed

As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

### What Happens If A FUP Breach Happens

OFN will throttle back on their available internet bandwidth for a period of time.

### Legal Considerations

OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- violates any Law;
- constitutes harassment;
- promotes or encourages illegal or socially unacceptable or irresponsible behavior;
- is in breach of any third-party rights (including any third-party intellectual property rights);
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
- damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:

- unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
- unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- tools designed to compromise the security of other sites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

**Certificate Of Completion**

Envelope Id: F909C0FF687C4E69A3DEC99DE6C5488D	Status: Completed
Subject: FOR SIGNATURE - Ocala Fiber Network - Lease and Resale Agreement (OFN/230321)	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

**Record Tracking**

Status: Original	Holder: Patricia Lewis	Location: DocuSign
3/27/2023 1:57:16 PM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

**Signer Events**

Oak Run Associates, Ltd.  
 pghumman@atsurecompliance.com  
 President  
 Security Level: Email, Account Authentication (None)

**Signature**

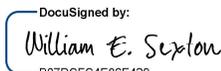
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 Signature Adoption: Drawn on Device  
 Using IP Address: 185.197.192.188  
 Signed using mobile

**Timestamp**

Sent: 3/27/2023 2:03:25 PM  
 Viewed: 3/28/2023 9:59:36 AM  
 Signed: 3/28/2023 10:00:49 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/28/2023 9:59:36 AM  
 ID: 7331660f-317c-4ede-8c7e-ca2765160b61

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

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

Sent: 3/28/2023 10:00:51 AM  
 Viewed: 3/29/2023 12:17:47 PM  
 Signed: 3/29/2023 12:18:42 PM

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

Janice Mitchell  
 jmittell@ocalafl.org  
 CFO  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 55198B43858A4E1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

Sent: 3/29/2023 12:18:44 PM  
 Resent: 3/29/2023 12:40:52 PM  
 Viewed: 3/29/2023 1:20:00 PM  
 Signed: 3/29/2023 1:23:57 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/29/2023 1:20:00 PM  
 ID: da12963f-62f1-4844-b75f-ab67b7e8c848

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

<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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Envelope Sent	Hashed/Encrypted	3/27/2023 2:03:25 PM
Envelope Updated	Security Checked	3/29/2023 12:40:52 PM
Envelope Updated	Security Checked	3/29/2023 12:40:52 PM
Envelope Updated	Security Checked	3/29/2023 12:40:52 PM
Certified Delivered	Security Checked	3/29/2023 1:20:00 PM
Signing Complete	Security Checked	3/29/2023 1:23:57 PM
Completed	Security Checked	3/29/2023 1:23:57 PM

<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.

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