



### AGREEMENT FOR ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **KIRK SEESE**, (BB Murals) ("Artist").

**WHEREAS**, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

**WHEREAS**, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A- Artwork** ("Artwork") and all intellectual property rights therein; and

**WHEREAS**, Artist desires to loan the Artwork to City for public display and sale; and

**WHEREAS**, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

**NOW THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display to the City of Ocala's **OCALA OUTDOOR SCULPTURE COMPETITION**, located at **829 NE SANCHEZ AVENUE, OCALA, FLORIDA 34470** from **JANUARY 18, 2024**, through **JANUARY 9, 2026**.
  - A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:
    - (i) the right to display the Artwork in its public spaces; and
    - (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.
  - B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.
  - C. **City's Right to Refuse Artwork.** Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.
  - D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit") for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY**



**PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this agreement. City shall have the right to audit or to authorize audits of Artist's books, records, and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JANUARY 18, 2024**, and shall end on **JANUARY 9, 2026**, unless otherwise renewed or terminated pursuant to this Agreement.
  - A. **Renewal.** The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.
  - B. **Termination.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.
4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **JANUARY 18, 2024**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no earlier than **JANUARY 9, 2026**, unless otherwise agreed to by the parties.
  - A. **Delivery of Artwork:** City shall take possession of the Artwork at **OCALA OUTDOOR SCULPTURE COMPETITION**, located at **829 NE SANCHEZ AVENUE, OCALA, FLORIDA 34470**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.
  - B. **Condition of Artwork Upon Transfer to City:** The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt. Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.
  - C. **Installation and De-Installation of Artwork:** City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.
  - D. **Surrender and Removal of Artwork:** The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.
  - E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from



City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.

5. **CONSIDERATION.** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling the Artwork. Except as otherwise specified herein, City shall not reimburse Artist for any expenses incurred in providing the Artwork. Notwithstanding the foregoing, upon Artist's delivery and City's acceptance of the Artwork, City shall pay honoraria to Artist in the amount of **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)** in the form of a check made payable to **KIRK SEESE**.
6. **ARTIST'S WARRANTIES AND REPRESENTATIONS.** Artist warrants and represents as follows:
  - A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;
  - B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
  - C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;
  - D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A**.
  - E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.
7. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
8. **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 the 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.
9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement
10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Artist shall supply City with any written maintenance instructions for the Artwork as applicable. In the event of damage to the Artwork requiring restoration or repair, the City shall, if practicable, offer the Artist the first opportunity to



restore or repair the Artwork and, in any case, shall consult with the Artist with respect to the restoration or repairs. If no response is received from the Artist within **FIVE (5)** business days, City shall have the right to proceed in any manner listed below and shall provide notice to Artist of its intended course of action:

- A. City may repair the Artwork at its own expense after providing reasonable notice to Artist of the intended course of action and the associated costs prior to undertaking such repairs. Within **FIVE (5)** business days of receipt of such notice, Artist shall have the right to provide City with written notice of its denial of City's proposed repair and its election undertake the repairs itself, but in any such case Artist shall pay any costs exceeding the cost estimate provided in City's notice.
- B. City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above

11. **RISK OF LOSS DURING LOAN PERIOD.** The risk of loss or damage to the Artwork during the Loan Period shall be the responsibility of the City upon acceptance of the Artwork by City.

- A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.
- B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A-Artwork**; or (b) \$15,00.00. The amounts set forth in **Exhibit A-Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.
- C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.

12. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

13. **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 received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows



If to Artist:

Kirk Seese  
1605 Front Avenue,  
Lutherville, MD 21093  
Phone: 715-451-0636  
Email: [kirk@alienartifactstudios.com](mailto:kirk@alienartifactstudios.com)

If to City of Ocala:

Daphne M. Robinson, Esq. Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
Email: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, FL 34471  
Phone: 352-401-3972  
E-Mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

14. **ACCESS TO FACILITIES.** City shall provide Artist with access to all City facilities as is reasonably necessary for Artist to perform its obligations under this Agreement.
15. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered 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.
16. **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 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 and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER



PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
19. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because 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.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
24. **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.
25. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. 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. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement supersedes any previous agreements for the Artwork referenced herein.



26. **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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on 12/4/2023.

**ATTEST:****CITY OF OCALA:**

DocuSigned by:  
*Angel B. Jacobs*  
8DE3574C28E94A5...

Angel B. Jacobs  
City Clerk

DocuSigned by:  
*Peter Lee*  
58B28E162F2E4C2...

Peter Lee  
City Manager

**Approved as to form and legality:****ARTIST:**

DocuSigned by:  
*William E. Sexton*  
B07DCFC4E86E429...

William E. Sexton Esq.  
City Attorney

DocuSigned by:  
*Kirk Seese*  
CCDE91A4B0514B8...

Kirk Seese (BB Murals)

**Exhibit A – Artwork      CONTRACT# GRM/240143**

Kirk Seese / January 18, 2024 – January 9, 2026

Artist: Kirk Seese

Title: The Feathers Three

Dimensions: 14' x 6 x 6'

Weight: 200 lbs.

Material: Steel, MDO Boards, UV Inks

Cost: \$18,000



**VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT  
IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS**

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

**Kirk Seese**

---

VENDOR NAME

1605 Front Ave. Lutherville Timonium, MD 21093

---

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS (\$1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

VENDOR acknowledges and understands that unless CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on 01/15/2024 - 1/15/2025 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

---

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

IN WITNESS WHEREOF, the VENDOR sets its hand this 19th day of  
October, 2023.

---

VENDOR SIGNATURE

**Kirk Seese**

---

VENDOR PRINTED NAME

---

**TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:**

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:  
12/4/2023 (Date)



☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE  
                     (Date)

**Certificate Of Completion**

Envelope Id: A70389BC0ED1419DBE081DFABB9545EC

Status: Completed

Subject: SIGNATURE: GRM/240143-Sculpture Artwork and Loan Display Agreement-Kirk Seese

Source Envelope:

Document Pages: 10

Signatures: 4

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Porsha Ullrich

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

**Record Tracking**

Status: Original

11/20/2023 11:00:29 AM

Holder: Porsha Ullrich

pullrich@ocalafl.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement &amp; Contracting

Location: DocuSign

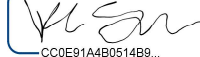
**Signer Events**

Kirk Seese

kirk@alienartifactstudios.com

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



CC0E91A4B0514B9...

**Timestamp**

Sent: 11/20/2023 11:04:34 AM

Viewed: 11/22/2023 8:47:44 AM

Signed: 11/22/2023 9:02:44 AM

Signature Adoption: Drawn on Device

Using IP Address: 71.179.205.81

**Electronic Record and Signature Disclosure:**

Accepted: 11/22/2023 8:47:44 AM

ID: 507e41d7-2ed0-4647-8cf2-7ecd521b215e

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



B07DCFC4E86E429...

Sent: 11/22/2023 9:02:46 AM

Viewed: 11/22/2023 11:30:53 AM

Signed: 11/22/2023 11:31:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Peter Lee

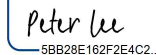
plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



5BB28E162F2E4C2...

Sent: 11/22/2023 11:31:13 AM

Viewed: 12/4/2023 11:03:13 AM

Signed: 12/4/2023 11:03:32 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Richard Dennis

rdennis@ocalafl.org

Security Level: Email, Account Authentication  
(None)

Sent: 12/4/2023 11:03:34 AM

Viewed: 12/4/2023 11:31:40 AM

Signed: 12/4/2023 11:32:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

**Electronic Record and Signature Disclosure:**

| Signer Events                                                                                                                     | Signature                                                                                                                                                                                  | Timestamp                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Accepted: 12/4/2023 11:31:40 AM<br>ID: d20a3b8a-324d-40cc-8c8f-850b5654cbca                                                       |                                                                                                                                                                                            |                                                                                               |
| Angel B. Jacobs<br>ajacobs@ocalafl.org<br>Security Level: Email, Account Authentication (None)                                    | <div><div>DocuSigned by:</div><div><i>Angel B. Jacobs</i></div><div>8DB3574C28E54A5...</div></div> <div>Signature Adoption: Pre-selected Style<br/>Using IP Address: 216.255.240.104</div> | Sent: 12/4/2023 11:32:13 AM<br>Viewed: 12/4/2023 11:33:19 AM<br>Signed: 12/4/2023 11:33:44 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 12/4/2023 11:33:19 AM<br>ID: bd8ea519-6aa6-4d9e-94d1-352593bc8408 |                                                                                                                                                                                            |                                                                                               |
| 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 Sent                                                                                                                     | Hashed/Encrypted                                                                                                                                                                           | 11/20/2023 11:04:34 AM                                                                        |
| Certified Delivered                                                                                                               | Security Checked                                                                                                                                                                           | 12/4/2023 11:33:19 AM                                                                         |
| Signing Complete                                                                                                                  | Security Checked                                                                                                                                                                           | 12/4/2023 11:33:44 AM                                                                         |
| Completed                                                                                                                         | Security Checked                                                                                                                                                                           | 12/4/2023 11:33:44 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](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.