



THE SCOUT GUIDE®
OCALA

Ocala, Florida | Volume 3 Advertisement Agreement

Member Information

Business Name *

City of Ocala, Ocala International Airport

Client First Name *

Matt

Client Last Name *

Grow

Email Address *

Mgrow@ocalafl.org

Telephone Number *

352-629-8269

Street Address *

1770 SW 60th Ave, Ocala FL 34474

City *

Ocala

State *

Florida

Zip Code *

34474

Spread Type

*Please inquire for pricing if you are interested in premium placement.

The advertiser above agrees to purchase one of the following: *

- ☒ 1 Page \$4,500
- ☐ 2 Page \$6,500

General Information & Additional Terms

- \$150 cancellation fee for photoshoots cancelled within one week of the scheduled shoot date.
- 3-5 low resolution images will be provided from this shoot for the client and TSG Ocala's use only.
- images from and for TSG Ocala are NOT permitted to be used within any other advertising publication.

Edit Cap & Associated Fees

Advertiser will receive three free OFAs per spread. Each additional edit will incur a \$150 fee that will be billed separately.

*OFA is defined as spread Out For Approval.

Payment Information & Options

Please check one of the following: *

- ☒ 1 Payment - Due upon execution of the Agreement
- ☐ 2 Payments - 50% deposit upon execution of the Agreement. Remaining balance due by February 1, 2025
- ☐ Monthly payments: 25% deposit due upon execution of the Agreement. Remaining balance distributed by equal monthly payments. All payments to be made by February 1, 2025. A monthly admin fee of \$25 will be added to each monthly invoice.

Your invoice will be sent via e-mail with an ONLINE PAYMENT OPTION. A 3% fee will automatically be added to invoices when choosing to pay via credit card.

If paying by check, please make payable to: The Scout Guide Ocala | 6565 NW 150TH AVE MORRISTON, FL 32668

The undersigned has authority to execute this Advertisement Agreement (this "Agreement") on behalf of the business or firm named above (hereinafter referred to as "Advertiser") with HGS Print LLC and, by execution below, hereby authorizes HGS Print LLC ("Company") for and on behalf of the Advertiser, to publish advertising as set forth above in book and on The Scout Guide Ocala | Volume 3, those terms and conditions attached hereto, which terms and conditions are incorporated herein by this reference and form a part of this Agreement.

I agree to the terms and conditions of this contract.

Peter
First Name

Lee
Last Name

Signature



The date will be recorded once the form is submitted.

***Terms & Conditions** **Attached hereto*

1. The Scout Guide book (the "Book") is published one time per year. If Company fails to publish the Book within one-hundred and eighty (180) days after the Print Date, Advertiser shall have the right to terminate this Agreement and obtain a refund of the amount paid, less any photography fee, by providing written notice of termination to Company within 30 days of such failure or the right to such refund is waived.
2. This Agreement may not be transferred or assigned without Company's prior written consent, which may be withheld in Company's sole discretion. Company may assign any and all of its rights and obligations under this Agreement, including, without limitation, to Scout Guide, LLC and TSG Media, LLC and their respective affiliates, parents, and subsidiaries (collectively, "TSG") or its franchisees, without the consent of Advertiser.
3. Company reserves the right to edit, revise, or reject any advertising in its sole discretion. Unless specified in this Agreement's "General Information" section, no fixed or special placements or positions are guaranteed.
4. Advertiser shall provide materials to Company by the deadline stated in the Agreement's "General Information" section. If Advertiser fails to provide materials by the deadline, Advertiser's Placement will be printed in a subsequent publication of the Book, or, if available, Company reserves the right to re-run Placements from prior Books. Advertiser will not be entitled to a refund for a failure to submit material by any deadline provided by Company.
5. All material submitted to Company or otherwise approved for publication by Advertiser must be fully proofed, approved, and released for production and publication by Advertiser. Company assumes no responsibility for errors, omissions, mistakes, or misprints that do not differ from materials submitted by Advertiser or proofs approved by Advertiser. Company shall under no circumstances be deemed to have guaranteed any advertising by either express or implied warranty. If Company is at fault in either failing to publish any advertisement provided for Advertiser or in publishing any such advertisement with material errors, such failure or error shall not constitute a breach of this Agreement, and Advertiser's sole remedy for such failure or error shall be its entitlement to the publication of the correct advertisement in a subsequent publication of the Book at no additional charge.
6. Advertiser receives membership in The Scout Guide Ocala, VOLUME 3, Book. Benefits of membership may include digital advertising, social media, and blogging for one year from the date of this Agreement or one year from the date the Book is published, as specified by Company. Advertiser may also receive membership in The Scout Guide National Network for one year from the date the Book is published. Neither Company nor TSG guarantees that Advertiser will receive any benefit from membership nor make any representations or warranties in that regard. Advertiser recognizes that it is only contractually entitled to receive the Placement identified on the face of this Agreement.
7. Advertiser consents to the usage by Company and TSG of any and all images of Advertiser, its business, and its employees, including (but not limited to) product and project shots found on Advertiser's website, online portfolio, blog, and social media pages that Advertiser maintains. With such consent, Advertiser and Advertiser's business may be promoted on the TSG national website, Advertiser's local TSG website, and on social media pages maintained by Company and TSG. Company will use best efforts to credit the image to Advertiser via a caption or mention of Advertiser's business name in the corresponding text and link to Advertiser's business's website, blog, or social media page. Should additional credits (such as for styling or photography) or permissions (such as by subjects shown in photographed works or rights to photography) be necessary, Advertiser shall be responsible for providing the necessary attributions and securing consent from such parties.
8. Company owns and shall own all right, title, and interest in and to all photographs, images, files, negatives, documents, software, correspondence, records, promotional materials, and other property in print and online relating to Company and the Book, including photographs and other materials developed and used pursuant

CONTRACT# AIR/240867

to this Agreement (collectively, "Company Property"). If Advertiser is deemed to have any ownership rights to Company Property, Advertiser agrees to take all steps required to assign and does hereby assign all such right, title and interest to Company. Company grants to Advertiser a perpetual, royalty-free right and license to reproduce any Company Property provided to Advertiser by Company, with the condition that any reproduction of Company Property will include one of the following: 1) a publishing credit caption that reads "As Seen In The Scout Guide," (text provided by Advertiser); or 2) a flag citing TSG, (designed upon request and provided by TSG), which can be obtained by submitting a Special Graphics Request.

9. Advertiser shall defend, indemnify, and hold harmless Company and TSG and their respective affiliates, employees, officers, directors, members, and agents ("Indemnified Parties") from any claims, losses, and damages, including costs and attorney fees incurred by any of the Indemnified Parties which arise from 1) Any misrepresentation by Advertiser; 2) Advertiser's breach of the Agreement; and 3) from the advertising materials or use of advertising materials provided by Advertiser, including any claim for defamation, false advertising, piracy, plagiarism, violation of any right of privacy or right of publicity, infringement of any copyright or other proprietary or intellectual property right, and any other claims of any kind or nature.

10. TSG is an intended third-party beneficiary of this Agreement as set forth herein and shall be entitled to enforce directly against Advertiser the obligations of Advertiser with respect to TSG under this Agreement.

11. Company shall have no liability whatsoever in the event of any act of God, public enemy or governmental authority, labor dispute, war (whether or not declared), act of terrorism, civil disobedience, riot, or other occurrences beyond its control that shall in any way restrict or prevent the publication or distribution of the Book.

12. COMPANY SHALL NOT BE LIABLE TO ADVERTISER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES), WHETHER FOR BREACH OF CONTRACT OR TORT, REGARDLESS OF WHETHER COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THE PARTIES AGREE THAT COMPANY'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT "(CLAIMS)" TO ADVERTISER SHALL NOT EXCEED THE AMOUNT PAID TO COMPANY BY ADVERTISER UNDER THIS AGREEMENT.

13. Company shall have the right, in addition to any and all other rights and remedies legally available to Company, to immediately terminate this Agreement by giving written notice of such termination to Advertiser in the event (i) Advertiser fails to pay any amounts due hereunder as and when such amounts are due pursuant to the terms hereof or otherwise breaches this Agreement, (ii) Advertiser fails to provide the materials to Company by any deadline provided in the "General Information" section of the Agreement or (iii) if Advertiser is insolvent, meaning unable to pay its bills in the ordinary course of business as they become due. Advertiser agrees to pay all attorney fees and costs incurred by Company in connection with the collection of any past due account of Advertiser under this Agreement or in connection with any other breach of this Agreement. Company may at any time upon written notice and for any reason terminate this Agreement at Company's convenience and refund any deposit, minus the photographer's fee, to Advertiser.

14. This Agreement contains the entire agreement of the parties with respect to its subject matter. Any modifications must be in writing and signed by both parties. No waiver by any party of any provision or breach of this Agreement shall be deemed a waiver of any other provision or breach of this Agreement.

15. Governing Law/Venue/ Jury Waiver. This Agreement and any Claims will be governed by FL law, without regard to its rules of conflict or choice of laws. The parties agree to bring any Claims solely in the state and federal courts in FL. In any trial between any of the parties, as to any Claims, the parties agree to waive their rights to a jury trial and instead have such action tried by a judge.

16. **Indemnity.** Company shall indemnify and hold harmless the City of Ocala ("Advertiser") and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City 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 to the extent attributable to the actions of Advertiser, its agents, and employees.

17. **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.

18. **Public Records.** The parties acknowledge that the City ("Advertiser") is a governmental entity obligated to comply with Florida's Public Records Act codified as Chapter 119, Florida Statutes (the "Act"). To the extent that any provisions of this Agreement conflict with the Act, such terms shall be null, and void and the Act shall control.

19. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. All of the covenants contained in this Agreement that may require performance after the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.

Modifications made to Terms and Conditions approved by HGS Print, LLC

Signature:  _____
Signed by: 185792C04627416

Name: Grace Clayton

Title: Miss

Date: 8/1/2024

Approved as to form and legality:

 _____
DocuSigned by: 185792C04627416
William E. Sexton, City Attorney

Certificate Of Completion

Envelope Id: 06E35EC1D03C420D88C0FCE5BC683E8F

Status: Completed

Subject: Complete with DocuSign: PU Redlines- Terms & Conditions The Scout Guide Vol 3 Advertising 2024 ...

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Ocala, FL 34471

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

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

8/1/2024 9:48:16 AM

pullrich@ocalafl.gov

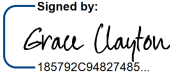
Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events	Signature	Timestamp
Grace Clayton	<div>Signed by:</div> <div></div> <div>185792C94827485...</div>	Sent: 8/1/2024 9:54:51 AM
gclayton@thescoutguide.com		Resent: 8/1/2024 12:46:07 PM
Miss		Viewed: 8/1/2024 12:48:38 PM
Security Level: Email, Account Authentication (None)		Signed: 8/1/2024 12:49:21 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 129.222.254.13	

Electronic Record and Signature Disclosure:

Accepted: 8/1/2024 12:48:38 PM

ID: 557b51d1-34cb-48f9-a1ce-75861c09e697

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	8/1/2024 9:54:51 AM
Certified Delivered	Security Checked	8/1/2024 12:48:38 PM
Signing Complete	Security Checked	8/1/2024 12:49:21 PM
Completed	Security Checked	8/1/2024 12:49:21 PM
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.

Certificate Of Completion

Envelope Id: 0E0E9DCA7DD641FCA4B0EF1A38B063D5

Status: Completed

Subject: SIGNATURE - The Scout Guide Volume 3 Advertising Agreement (AIR/240867)

Source Envelope:

Document Pages: 9

Signatures: 2

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

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

8/1/2024 12:55:31 PM

Holder: Porsha Ullrich

pullrich@ocalafl.gov

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:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 8/1/2024 1:07:23 PM

Viewed: 8/1/2024 3:03:04 PM

Signed: 8/1/2024 3:03:15 PM

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...

Signature Adoption: Pre-selected Style

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Viewed: 8/2/2024 4:10:57 PM

Signed: 8/2/2024 4:11:18 PM

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	8/1/2024 1:07:24 PM
Certified Delivered	Security Checked	8/2/2024 4:10:57 PM
Signing Complete	Security Checked	8/2/2024 4:11:18 PM
Completed	Security Checked	8/2/2024 4:11:18 PM
Payment Events	Status	Timestamps