



**Ocala Electric Utility will partner with WCJB TV20 to produce (6) 30 second professional videos  
OR the following:**

**Each :30 Second video: \$500  
1-3 minutes video: \$1,000  
3-5 minutes: \$1,500  
5-7 minutes: \$1,800**

Approved as to form and legality:

DocuSigned by:  
William E. Sexton  
B07DCPC4E895420

William Sexton, City Attorney

**Total Investment for (3) Video Segments listed above or (6) :30 second videos: \$3,000  
(to be used on or before 9/30/24)**

Client Partner's Signature:

Signed by:  
Janice Mitchell  
CS19B843850A4E1

Date: 9/5/2024

All advertising, production services, consulting services, and digital management services sold or offered by Gray Television Group, Inc. or Gray Media Group, Inc. (collectively "Gray") are subject to Gray's Standard Terms and Conditions **attached hereto**. Can cancel given a 2-week notice.



The advertiser, sponsor, or contributor of materials, appearance, or logo (collectively, "Contributor") and its advertising agency or media buying service or other representative ("Agent," and together with Contributor, "Advertiser") and Gray Local Media, Inc., their representatives, agents, employees, successors, licensees and assigns (collectively, "Gray") hereby agree—for good and valuable consideration herein, the receipt and sufficiency of which are hereby acknowledged—that the insertion order, agreement, or other contract (the "Agreement") by which Gray creates, displays and broadcasts content or material for Advertiser (the "Project") is expressly subject to the following Terms and Conditions except to the extent that Advertiser and Gray otherwise agree in writing. As used herein, "broadcast" includes transmission over FCC authorized facilities of all station(s), as well as transmission, display, or distribution of the Projects by Gray via any other means, whether now known or hereafter devised, including mobile distribution, Internet streaming, and websites.

**1. Non-Discrimination and Foreign Government Sponsorship Identification.** Gray does not discriminate in its contracts, and it will not accept contributions intended to discriminate on the basis of race or ethnicity; Advertiser affirms that nothing in this Agreement is intended to discriminate on these bases. By leasing airtime from Gray, you agree and certify that you are not a "foreign governmental entity" as defined by the U.S. Department of Justice or the U.S. Federal Communications Commission. You also certify and agree that you know of no "foreign governmental entity" in the chain of production or distribution of the content you provide Gray. Please see <https://www.fcc.gov/document/sponsorship-identification-foreign-government-programming>. If you cannot make these certifications, please contact your Gray sales representative immediately.

**2. Invoices and Payment.** Any invoice identifying Projects and their date and time of broadcasts, when sworn to by Gray, shall constitute an affidavit of performance or proof-of-performance. All invoices shall be deemed to be correct unless proven otherwise. Payment by Advertiser is due within 30 days after Advertiser's receipt of invoice. If not paid when due, such amount shall bear interest at the maximum amount permitted by law. Advertiser agrees to pay all collection agency fees and expenses, and other cost of collection, including reasonable attorneys' fees and court costs, as well any taxes imposed on the Project. If Contributor is using an Agent in connection with any contributions placed under this Agreement, Contributor and such Agent will be jointly and severally liable to Gray. In the event any Project is purchased pursuant to a cooperative advertising arrangement, the Agent will be the agent of the source of the cooperative advertising funds ("Vendor"), and Vendor shall be jointly and severally liable with Agent and the Contributor for payment in full of the entire cost of the Project within the time specified. Payment by Vendor to Agent or Contributor shall not constitute payment to Gray.

**3. Positioning; Scheduling.** Gray is not required to broadcast any Project for the benefit of any person or entity other than Advertiser. Unless otherwise set forth in the Agreement, the positioning and scheduling of Projects shall be at Gray's discretion. Gray reserves the right to edit, reject or cancel any Projects, space or time reservation, or position commitment at any time. All Projects are at all times subordinate to applicable law and the terms, conditions and restrictions contained in agreements between Gray and (i) its applicable program suppliers (including networks, leagues, and teams), and (ii) other contributors that contracted for product and/or category exclusivity or other applicable restrictions. Gray may cancel any Project or portion(s) thereof to broadcast any program that Gray, in its sole discretion, deems to be of public importance or in the public interest. If a Project is not broadcast pursuant to this paragraph, the parties will negotiate in good faith to agree, as Advertiser's sole remedy, on a satisfactory "make good" that Gray would provide.

**4. Materials and Logo Release.** Gray may use any and all photographs, music, sound recordings, video clips, articles, writings, memorabilia, logos, marks, insignias, or any other materials provided pursuant to this Agreement or in connection with the Project, ("Materials"). Gray will not pay for the use of the Materials and will not pay residual or any other type of royalty in connection therewith. Gray may use the Materials, on a royalty-free basis, worldwide, on any Gray-owned website(s), subdomains, and applications as well as the web site(s), subdomains and applications of its assignees and licensees (together, the "Websites"). Advertiser represents and warrants that it is the owner and/or authorized representative of the Materials and that it has the authority to grant Gray the permission and rights herein granted, and that no one else's permission is required. Advertiser waives any claim against Gray for Gray's use of any Materials provided in connection with this Agreement.

**5. Provision of Materials.** Advertiser, at its expense, will provide all Materials (including scheduling instructions) necessary for Projects at least 48 hours in advance of start of the Project (exclusive of weekends and holidays) and in accordance with Gray's then-current policies and procedures. Gray may dispose of any such Materials 30 days following the end of the Project, unless Advertiser has made acceptable prepaid return arrangements. Gray will not be responsible for any Materials not properly displayed or that cannot be accessed or viewed because the Materials were not received by Gray in the proper form, in a timely manner, or in an acceptable technical quality for distribution. Gray will not be responsible for typographical errors, incorrect insertions or omissions in the Project.

**6. Ownership and Rights.** Gray owns all right, title and interest (including, without limitation, copyright rights) in and to all material and other content that is furnished or produced by Gray hereunder. Advertiser will not reproduce, use, or authorize any reproduction or use of any such material without Gray's prior written consent. Gray owns all right, title and interest in and to any user or usage data or information collected via or related to any of the Projects or Gray's websites. Advertiser has no

rights to any such information by virtue of this Agreement. In providing Materials to Gray for broadcast, Advertiser irrevocably grants Gray a non-exclusive, royalty-free license to use, distribute, and sublicense such Materials on the station(s), websites, or other platforms owned and/or operated by Gray, as selected by Advertiser, including the right to authorize the distribution of broadcast signals by MVPDs on a simultaneous and non-simultaneous, on-demand basis and for Gray to stream Materials over the Internet and via mobile apps and technology now known or hereinafter developed. Advertiser represents and warrants that it controls all necessary reproduction, performance and synchronization rights to the Materials and represents that Gray's use of the Materials does not violate any third party's rights.

**7. Termination; Disputes.** Gray may terminate this Agreement at any time upon notice to Advertiser if Advertiser breaches any provision of this Agreement. Any such termination will not release the Advertiser from its obligation to pay amounts owed hereunder, which will become immediately due. This Agreement is not cancelable by Advertiser, unless otherwise specified on the face hereof. Any dispute by Advertiser with any service or invoice provided by Gray shall be reported to Gray in writing within 30 days from the date of invoice relating to the same, time being of the essence (but any such dispute shall not affect Advertiser's obligation to make payment within 30 days). Failure to report any such dispute within such time shall constitute a waiver of any claim by Advertiser with respect to such dispute. A waiver by Gray of any term, condition or agreements to be performed by Advertiser or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless signed by an authorized representative of Gray. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

**8. Indemnification.** To the fullest extent permitted by applicable law, Advertiser agrees to indemnify and hold harmless Gray and its officers, directors, shareholders, employees, licensees, agents, and assigns against all liability resulting from or relating to the use or broadcast of Materials furnished by Advertiser or otherwise incurred in connection with any breach of this Agreement by Advertiser. **Notwithstanding anything contained herein, Customer's obligation to indemnify Grey Local Media, Inc. shall not exceed \$200,000 per person or \$300,000 per incident or occurrence, as set forth in section 766.28, Florida Statutes.**

**9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** GRAY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT ANY PROJECT WILL BE BROADCAST WITHOUT INTERRUPTION OR ERROR. IN NO EVENT WILL GRAY BE LIABLE TO ADVERTISER FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED BREACH BY GRAY OF THIS AGREEMENT, GRAY'S HANDLING OF ANY MATERIAL, OR THE MANNER IN WHICH ANY PROJECT IS BROADCAST, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER GRAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF GRAY WILL BE LIMITED TO, AT GRAY'S DISCRETION, EITHER: (A) THE AMOUNTS PAID TO GRAY BY ADVERTISER FOR THE RELEVANT PROJECTS, OR

(B) DISTRIBUTION OF THE RELEVANT PROJECT AT A LATER TIME IN A COMPARABLE POSITION OR TIME SLOT (AS APPLICABLE).

**10. Political.** Projects subject to the FCC's political advertising requirements will be subject to Gray's Political Disclosure Statement ("PDS"). If the PDS conflicts with these Terms and Conditions, the PDS will control.

**11. Miscellaneous.** Advertiser represents and warrants that the Materials do not and will not violate any law, regulation or ordinance. Advertiser further represents and warrants that it has, and is in compliance with, the appropriate and applicable licenses to conduct its business and is otherwise in compliance with all applicable law and regulations. Advertiser will immediately inform Gray if it becomes the subject of any ruling by any authority which may be relevant to this Agreement. Advertiser may not assign or transfer any of its rights or obligations. The parties intend this Agreement to be the complete statement of the terms of their agreement. No course of prior dealing or usage of trade shall be relevant to amend or interpret this Agreement. Advertiser will not be entitled to enjoin, restrain, or otherwise interfere with the development, production, distribution or other exploitation of the Project or the rights granted to Gray herein. Neither party will be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, indemnification obligations, limitations of liability and ownership rights set forth herein will survive the termination or expiration of this Agreement.

**12.** Gray reserves the right to amend these Terms and Conditions at any time.

**Certificate Of Completion**

Envelope Id: 0D64A6DF19F64DA98CBC747955155BCD

Status: Completed

Subject: SIGNATURE: Agreement with OEU and WCJB TV20 (ELE/240903)

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

Enveloped Stamping: Enabled

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

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

**Record Tracking**

Status: Original

7/31/2024 8:37:45 AM

Holder: Porsha Ullrich

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement &amp; Contracting

Location: DocuSign

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

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:



William E. Sexton  
B07DCFC4E86E429...

Signature Adoption: Pre-selected Style  
Using IP Address: 216.255.240.104

Sent: 7/31/2024 8:43:02 AM

Viewed: 7/31/2024 9:57:24 AM

Signed: 9/5/2024 9:05:57 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Janice Mitchell

jmitchell@ocalafl.org

CFO

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:



Janice Mitchell  
55198B43858A4E1...

Signature Adoption: Pre-selected Style  
Using IP Address: 216.255.240.104

Sent: 9/5/2024 9:05:59 AM

Viewed: 9/5/2024 9:44:06 AM

Signed: 9/5/2024 9:44:27 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/5/2024 9:44:05 AM

ID: ca325708-35d7-46d3-8805-2d11943cf579

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2024 8:43:03 AM
Certified Delivered	Security Checked	9/5/2024 9:44:06 AM
Signing Complete	Security Checked	9/5/2024 9:44:27 AM
Completed	Security Checked	9/5/2024 9:44:27 AM

  

Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## **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 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.