

CONTRACT# ELE/220720

OM X

OCALA MAGAZINE PUBLICATIONS, LLC.

Ocala Home _____

P.O. Box 4649 / Ocala, FL 34478

220720 Sales Representative

Charity Register _____

(352) 622-2995 – (352) 622-9200 Fax

Red Book/Other _____

MARKETING AGREEMENT

Client (LEGAL NAME/DBA) Ocala Electric UtilityPhysical Address 1805 NE 30th Ave City Ocala State FL Zip 34470

Billing Address (if different) _____ City _____ State _____ Zip _____

Telephone (352) 351-1662 Fax _____ Contact Timmy Hoff Cell phone (352) 299-5210E-Mail Thoff@ocalafl.org URL ocalaelectric.govSize full Ad Frequency 12x Price (per insertion) 1600 In Trade Annually Start Date 10/1/23 9/30/24

Advertising Policy - Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT IS NOT SELF-RENEWABLE.

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

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

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

Janice Mitchell

Janice Mitchell

8/10/2023

5519854385841E1

Valid 2022-23.

Client name printed

DocuSigned by:

Date

Approved as to form and legality: William Sexton William E. Sexton, Esq., City Attorney

B07DCFC4E86E429...

Certificate Of Completion

Envelope Id: 71B249A029D043EFB4FDCE5324AFB62C

Status: Completed

Subject: FOR SIGNATURE - 2023 Marketing Agreement - Ocala Magazine (ELE/220720)

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelope Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

7/27/2023 10:07:44 AM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

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

DocuSigned by:



B07DCFC4E66E429...

Timestamp

Sent: 7/27/2023 10:09:35 AM

Viewed: 8/3/2023 11:32:13 AM

Signed: 8/3/2023 11:32:23 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Janice Mitchell

jmitchell@ocalafl.org

CFO

Security Level: Email, Account Authentication
(None)

DocuSigned by:



55198B43858A4E1...

Sent: 8/3/2023 11:32:24 AM

Viewed: 8/4/2023 7:57:33 AM

Signed: 8/10/2023 7:59:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 8/10/2023 7:59:03 AM

ID: cc726f49-7945-498a-a0a4-7c0d5e4a29ab

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	7/27/2023 10:09:35 AM
Certified Delivered	Security Checked	8/4/2023 7:57:33 AM
Signing Complete	Security Checked	8/10/2023 7:59:12 AM
Completed	Security Checked	8/10/2023 7:59:12 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

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.