

Relocation & Business Guide **Advertising Agreement**

Published by
good life
 PUBLISHING

City of Ocala, by and through Ocala Electric Utility
 Business Name
 1805 NE 30th Avenue, Bldg. 400
 Address
 Ocala, FL 34471
 City/State/Zip
 Tammy Hoff (352) 351-6626 thoff@ocalafl.org
 Contact Name Telephone Fax Email

Purchase Agreement For:

AD SIZE	RATE
full-page	\$2190
TOTAL:	\$2190

NOTES:

Includes FREE highlighted listing (a \$345 value)

Rate is \$300 less than published rate total for our best clients

May separate full-page ad into fractional ads at no additional charge

Having full power and authority to sign for the above business, I hereby warrant that I have read all provisions on **both pages** of this contract and give my approval of same.

SIGNATURE Bill Kauffman DATE 11/20/21Title ACM / CFOPrint Name wkauffman@ocalafl.orgPublisher's Rep. Dean Blinkhorn

PAYMENT TERMS:

☐ Check or Cash

50% due upon presentation of ad proof.

Credit Card:

☐ MC ☐ Visa ☐ American Exp

Name on Card: _____

Number: _____

Security Code: _____

Exp. Date: _____

Billing Zip Code: _____

Amount of Charge: _____

I authorize Good life Publishing, Inc. to charge my credit card.

Signature: _____

Date: _____

Approved as to form and legality:

Robert W. Batsel, Jr.Robert W. Batsel, Jr.
City Attorney

Good Life Publishing Inc. • BILLING: 6906 SW 134th Ave., Archer FL 32618
 Phone 877-622-5210 x 702 • Fax 877-328-4033
 Email: CEP@ocalasgoodlife.com

TERMS AND CONDITIONS

ACCEPTANCE

The undersigned (hereafter referred to as "Advertiser"), which term shall mean and include any and all persons, corporations or other entities, that sign hereunder in whatever capacity or that are otherwise defined as "Advertiser" herein, each of whom shall be individually, jointly and severally bound hereby agrees with Good Life Publishing, Inc. (hereafter referred to as "GLP") to place and maintain advertising subject to the conditions and instructions herein, including those on both sides of this agreement, for such prices per month as are indicated herein and guarantees payments of all obligations. GLP will not be bound by any agreement which is not expressed herein. This is NOT an agreement between the Advertiser and Ocala/Marion County Chamber and Economic Partnership (hereafter referred to as "CEP").

PAYMENT TERMS

Advertiser agrees to payment terms indicated on page one of this agreement, or by the date of the invoice, whichever is earlier.

FINANCE CHARGES

All payments in arrears shall bear interest at 1.5% per month and this finance charge shall accrue on any judgments entered based upon this contract.

DEFAULT

Upon default in the payment of the sums due hereunder, GLP may cancel advertising. However, that such discontinuance does not relieve Advertiser of the contract obligations.

ARTWORK

Advertiser agrees that the service being purchased is for the advertising space only. If requested, GLP shall create artwork for the advertising space at no additional charge as a courtesy. Artwork and photography created by GLP remains the property of GLP. Every effort will be made to obtain artwork approval from the Advertiser, but failure to approve artwork will not result in a refund of monies to Advertiser. Any artwork and/or photography created by GLP for use in the magazine is the property of GLP and may not be used for any other use without permission. A production fee of \$125 an hour will be charged for any artwork which is requested for uses other than GLP. GLP reserves the right to deny releasing artwork to other publications.

SUPPLIED ADVERTISING MATERIALS

Supplied advertising materials cannot be guaranteed for correctness or quality of reproduction. Digital files submitted without color proofs cannot be guaranteed for color. These advertisements will be at Advertiser's risk with no make-goods or credits allowed.

AGENCIES

Agencies whose accounts are not paid in full within forty-five (45) days thereafter will forfeit the agency commission due and shall be subject to a service charge of one and a half percent (1 1/2%) per month on the unpaid balance for an annual percentage rate of eighteen percent (18%) unless prior arrangements are made in writing between the agency and GLP.

CANCELLATION BY GLP:

GLP reserves the right to cancel this Agreement for any reason at any time. GLP specifically reserves the right to cancel this Agreement if any bill is not paid within 30 days of the press date.

CANCELLATION BY ADVERTISER:

This contract may not be cancelled by the Advertiser and the Advertiser will be responsible for payment of the ad space.

ATTORNEYS /COLLECTION AGENCY FEES:

If Advertiser's account is delinquent and placed with an attorney or collection agency, Advertiser agrees to pay any attorney's fees or cost of collection or other expenses incurred in collection of monies due GLP.

ALTERATION/DAMAGES OF PRINTING MATERIALS

GLP reserves the right to alter any printing materials received at variance with mechanical requirements. GLP will use reasonable precaution to protect all printing materials, but will not be liable for loss or damage.

EDITORIAL DISCRETION

GLP reserves the right at all times to reject any advertising and/or contract which fails to conform to its editorial standards or which GLP deems to be otherwise undesirable.

LIMITATION OF LIABILITY

ADVERTISER hereby expressly agrees that the GLP LIABILITY FOR ERRORS AND OMISSIONS SHALL NOT EXCEED THE AMOUNT OF CHARGES FOR LISTING OR ADVERTISEMENT SPECIFIED on the face of this Application. In no event shall GLP be liable for indirect damages or consequential damages resulting from GLP errors or omissions. No adjustments will be considered on any advertisement in reimbursements. ADVERTISER agrees to defend and to identify GLP and to hold GLP harmless from any and all liabilities and claims, including expenses, cost and attorney fees incurred in the defense of any claims resulting from a breach of any rights to such trademark, service mark, trade name, illustration, person's name and/or person's photograph used, which results from GLP acceptance of the application and performance of the Contract. Since this agreement is not with the CEP, the CEP shall not be liable for any errors or omissions.

VENUE

All disputes between the parties shall take place in Marion County, Florida.

JURY TRIAL WAIVER

IT IS SPECIFICALLY AGREED THAT ALL PARTIES HERETO WAIVE THEIR RIGHT TO A JURY TRIAL FOR ANY AND ALL CLAIMS THAT THEY HAVE AGAINST ONE ANOTHER ARISING OUT OF THIS CONTRACT.

Having full power and authority to sign for the above business, I hereby warrant that I have read all provisions on both pages of this contract and give my approval of same.

SIGNATURE Bill Kauffman DATE 01 / 31 / 2022

Title ACM / CFO

Print Name wkauffman@ocalafl.org

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

TITLE	FOR SIGNATURES - Advertising Agreement - CEP, Good Life...
FILE NAME	16741.original
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STATUS	• Signed

Document History



01 / 19 / 2022
10:47:53 UTC-5

Sent for signature to Robert W. Batsel, Jr.
(rbatsel@lawyersocala.com) and wkauffman@ocalafl.org
(wkauffman@ocalafl.org) from biverson@ocalafl.org
IP: 216.255.240.104



01 / 31 / 2022
13:08:45 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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01 / 31 / 2022
13:30:26 UTC-5

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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01 / 31 / 2022
17:03:42 UTC-5

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01 / 31 / 2022
17:04:27 UTC-5

Signed by wkauffman@ocalafl.org (wkauffman@ocalafl.org)
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The document has been completed.