

City of Ocala, Recreation & Parks

Business Name

828 NE 8th Avenue

Address

Ocala, FL 34470

City/State/Zip

Vicky Ramsey

368-551 368-5514

vramsey@ocalafl.org

Contact Name

Telephone

Fax

Email

MONTHS	YEAR	AD SIZE	PRICE
May/June	2022	Full	\$1380
Jul/Aug	2022	Full	\$1380
Sep/Oct	2022	Full	\$1380
Nov/Dec	2022	Full	\$1380
Jan/Feb	2023	Full	\$1380
Mar/Apr	2023	Full	\$1380

Total number of insertions: 6

Total amount of contract: \$8280

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 Ken Whitehead DATE 3/31/22

Title Asst. City Manager

Print Name Ken Whitehead

Publisher's Rep.: Dean Blinkhorn



**Don't forget to sign
the second page!**

NOTES:

Includes a built-in **savings of \$1080** from the 12x rate for a 6x agreement

PAYMENT TERMS:



Check or Cash

50% of first month's payment due on contract signing. Monthly payments are due by the 20th of the month preceding publication. Late payments are subject to fees and finance charges.



Credit Card



MC



Visa



American Exp

(Separate Credit Card Authorization form required)

Bill me: \$ _____ Monthly

\$ _____ Bi-monthly

TERMS AND CONDITIONS

REC/220264

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.

PAYMENT TERMS

Accounts are due by the 20th of the month preceding publication. In the event a payment is not made within ten (10) calendar days of its due date, a late charge of \$25.00 shall be due. If requested, a monthly invoice/statement may be sent via email, fax, or mail.

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 discontinue 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 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.

AD CHANGES

It is the responsibility of Advertiser to contact GLP thirty days before insertion date if any changes are desired in the content of the advertisement. Advertisers are entitled to no more than one advertisement design per quarter. Additional design and photography will result in a production charge of \$120 an hour.

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

Agency accounts are billed immediately upon issue of publication. Agencies whose accounts are not paid in full within forty-five (45) days thereafter will forfeit the agency commission 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 sixty (60) days and bill Advertiser the difference in the rate shown on this contract and the actual rate earned as per the

prevailing rates at the time of default. This difference in rate (the "Short Rate") is due immediately upon receipt of invoice.

CANCELLATION BY ADVERTISER:

If Advertiser wishes to cancel a contract without running the remaining advertisement placements, the Advertiser will be billed the appropriate Short Rate (as defined above). Advertiser may cancel the provisions of this agreement concerning any advertisement subject to its compliance with the following:

1. Advertiser provides GLP with a written notice of cancellation specifying an effective date of cancellation no earlier than 30 days before the next insertion date, AND
2. Advertiser pays GLP prior to the effective date of cancellation, any unpaid charges which are due up to the cancellation date PLUS a \$250.00 cancellation charge, AND,
3. Advertiser pays GLP the appropriate Short Rate.

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 GLP 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.

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 Ken Whitehead DATE 05 / 03 / 2022

Title Asst. City Manager

Print Name Ken Whitehead

Approved as to form and legality:

R. L. et al. Noted As

TITLE	FOR SIGNATURES - Advertising Agreement, Good Life Magazine...
FILE NAME	18909.original
DOCUMENT ID	c47d7fb5f259edb1196cef17a4b6ea4dbc3ae502
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History



04 / 07 / 2022
08:54:00 UTC-4

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



05 / 02 / 2022
21:18:26 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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05 / 02 / 2022
21:19:16 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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05 / 03 / 2022
11:43:44 UTC-4

Viewed by Ken Whitehead (kwhitehead@ocalafl.org)
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05 / 03 / 2022
11:47:14 UTC-4

Signed by Ken Whitehead (kwhitehead@ocalafl.org)
IP: 216.255.240.104



05 / 03 / 2022
11:47:14 UTC-4

The document has been completed.