

ocala **gazette**

Advertising Agreement

The Parties (as defined below) to this contract are:

City of Ocala <small>Corporate Name</small> Gabriela Sullivan <small>Individual Name</small> 1805 NE 30th Ave #600 <small>Billing Address</small> Ocala, FL 34470 <small>City/State/Zip</small> 352-351-6774 gsullivan@ocalafl.org <small>Telephone</small> <small>Email</small> <i>herein after referred to as "the Advertiser"</i>	Magnolia Media Company, LLC 1515 NE 22nd Ave Ocala, FL 34470 352.732.0073 <i>herein after referred to as "Magnolia"</i>
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Magnolia produces advertising and other media for a print and digital newspaper known as "Ocala Gazette" (also referred to as "the publication") and other media ancillary to that purpose and the Advertiser wishes to contract for such services with Magnolia to produce and publish advertising in Ocala Gazette (print or digital), and for full and adequate consideration, acknowledged by the Parties, as follows:

AGREEMENT: This agreement along with subsequent work orders memorializes the agreement between Magnolia and the Advertiser. "Advertiser" herein shall include, jointly and severally, all persons, corporations or entities that sign hereunder in whatever capacity. Signatories acknowledge that signatures set forth below are both in the capacity as an authorized manager or agent for any named legal entity and personally, if there is no capacity designation provided. Terms include the specifications of the Work Order as if fully set forth herein. Sales Agents do not have the authority to bind Magnolia until Agreement or Work Order is accepted by Management.

AD DESIGN/ARTWORK/IMAGES: Magnolia reserves the sole right to refuse any advertising materials which it deems inappropriate. The Parties agree that Magnolia shall have no obligation to assure Advertiser's right to use advertising material from third parties and Advertiser warrants that Advertiser either owns, or has the right or license to use and publish all such material it provides Magnolia for ad design. All ad design, artwork, photographs and images created by Magnolia shall be for exclusive use by Magnolia and is copyright protected and may not be used duplicated or reprinted, unless the parties specifically agree otherwise, in writing. A production fee of \$120.00 per hour and other misc. charges may be applicable for artwork/material requested for other uses by the Advertiser.

PRODUCTION: The Parties agree that time is of the essence in this contract. The Advertiser understands that it must cooperate in providing both A.) timely feedback on content for approval of final ads sent by email from Magnolia and B.) cooperation with production schedule of stylist, photographer, and ad designer. Material submission deadlines shall be set at the time of contract, and Advertiser's failure to supply such material timely may result in the ad not being produced timely for a specific publication. All approved advertising content for publication will be delivered by email to the address set forth above in advance of publication for final approval by the Advertiser. The Advertiser may approve the ad copy by return email or request changes to ad, by the acceptance deadline. If no response is made by the acceptance deadline, the ad will be deemed accepted by the Advertiser, and the advertiser will be responsible for the advertising cost. The position of the advertisement may be based on certain specifications as provided in the Work Order; however, in the event that the position is not specifically identified, placement shall be within the sole discretion of Magnolia.

BILLING/COLLECTIONS/CANCELLATION: Invoices will be issued upon Magnolia sending the publication to print for the contracted ad or upon provision of any Magnolia service. Accounts with significant photo and design work may be required to make a deposit toward their advertising contract. Invoices are due upon receipt. If payment due is not made within thirty (30) days of the date of the Invoice, a late charge of \$45.00 will be added to the invoice amount. Accounts that are more than thirty (30) days past due will accrue interest at 1.5% per month until paid. If the Advertiser fails to pay any invoice, then Magnolia may, in its sole discretion, continue to honor its advertising obligation under the Agreement or may suspend all further services until payment arrangements are made. Advertiser may cancel the Agreement by 1.) Providing written notice of cancellation to Magnolia, specifying the cancellation date, at least, 30 days prior to the next insertion date or service date and 2.) Advertiser pays at the time of the notice of cancellation any unpaid charges that are due, plus a \$250 cancellation fee and 3.) pays the "Recalculated Rate" under the contract. The "Recalculated Rate" shall be the difference between the advertising rate charged for a specific term and the highest standard rate for such services on the published rate card and the reduced advertisement commitment at the time the Advertiser cancels the contract. If the Advertiser's account is past due and placed with an attorney or collection agency, Advertiser agrees to pay all costs and attorney's fees incurred as a result of Advertiser's failure to pay. The parties to this Agreement agree to be subject to the jurisdiction of the state of Florida and agree that the venue for resolving all disputes regarding this Agreement shall be in Marion County, Florida, and that Florida law shall apply. Magnolia reserves the right to cancel this Agreement for advertising for any reason without penalty to the Advertiser.

HOLD HARMLESS/INDEMNIFICATION: Advertiser and its signing Agent or any Agency contracting for a principal agree to, jointly and severally, hold harmless and indemnify Magnolia, its officers, agents and employees against all damages of any kind or nature (including costs and legal fees) for all claims and damages arising from the publication of advertising, including but not limited to copyright or trademark infringement, plagiarism, libel or violations of privacy rights or for the commercial use of names or images, or negligence or intentional torts arising from publishing advertising directed or approved by the Advertiser.

Advertiser
DocuSigned by:
Ken Whitehead 4/11/2023
Signature Date

Magnolia Media Company, LLC
DocuSigned by:
Jennifer Hunt Murty 4/11/2023
Signature Date



City of Ocala

Advertiser

March 30, 2023

Dated

Jennifer Murty

Sales Rep

jennifer@magnoliamediaco.com

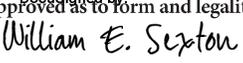
Email

Print/Digital Advertising Work Order

Issue	Year	Publish Dates	Size/Description	Magnolia Media Design or Print Ready	Cost
January					
February					
March					
April	2023	14, 21, & 28	1/4-page vertical		\$337.50
May					
June					
July					
August					
September					
October					
November					
December					
Other Media					
Special Event					
Design/Photo					
				Total	1012.50

Notes: _____

This work order is subject to all of the terms and conditions of the Magnolia Media, LLC, Advertising Agreement which are expressly incorporated herein as if fully set forth herein. The acceptance of this Work Order or the Advertising Agreement shall be deemed an acknowledgment and acceptance of the terms set forth therein.

DocuSigned by:
 Approved as to form and legality:

 William E. Sexton
 City Attorney

DocuSigned by:

 Ken Whitehead
 Advertiser

4/11/2023

Date

Certificate Of Completion

Envelope Id: 9F73AA6206A0428EBF385810BEEE9907	Status: Completed
Subject: Advertising Agreement, Magnolia Media Company, LLC (WSD/230418)	
Source Envelope:	
Document Pages: 2	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Brittany Craven
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	biverson@ocalafl.org
	IP Address: 216.255.240.104

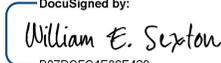
Record Tracking

Status: Original	Holder: Brittany Craven	Location: DocuSign
4/10/2023 2:51:39 PM	biverson@ocalafl.org	
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:

B07DCFC4E88E429...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Timestamp

Sent: 4/10/2023 2:56:36 PM
Viewed: 4/11/2023 4:23:30 PM
Signed: 4/11/2023 4:25:59 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Ken Whitehead
kwhitehead@ocalafl.org
Assistant City Manager
City of Ocala
Security Level: Email, Account Authentication (None)

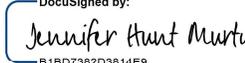
DocuSigned by:

5677F71E38874F4...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 4/11/2023 4:26:00 PM
Viewed: 4/11/2023 5:00:02 PM
Signed: 4/11/2023 5:00:15 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Jennifer Hunt Murty
jennifer@magnoliamediaco.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

B1BD7382D3814E9...
Signature Adoption: Pre-selected Style
Using IP Address: 24.250.135.156

Sent: 4/11/2023 5:00:16 PM
Viewed: 4/11/2023 5:04:17 PM
Signed: 4/11/2023 5:04:48 PM

Electronic Record and Signature Disclosure: Accepted: 4/11/2023 5:04:17 PM ID: f9705be6-a4e1-4967-b847-6078dcc20196

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/10/2023 2:56:36 PM
Certified Delivered	Security Checked	4/11/2023 5:04:17 PM
Signing Complete	Security Checked	4/11/2023 5:04:48 PM
Completed	Security Checked	4/11/2023 5:04:48 PM

Payment Events	Status	Timestamps
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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.