



Clear Channel
Outdoor

GET MORE WITH US.

City of Ocala Utilities Department

April Water

Conservation Month

February 11, 2025

Shelly Ashley
731 SW 37th Ave
Ocala Florida 34474

shellyashley@clearchannel.com



Flight Name: F-2414598	Start Date: March 31, 2025
Market Name: Orlando-Daytona Beach-Melbourne FL	End Date: April 27, 2025
Market Type: DMA	Duration: 4 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	4-Wk Proposed Rate	Total Price	Digital: # of Spots Per Loop	Digital: Spot Length
1	Digital	001494	SR 200 College Rd NS 0.32mi W/O US 441 F/E - 1	E	10'6" x 36'	\$1,000	\$1,000	8	8
2	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	SE	14' x 48'	\$1,000	\$1,000	8	8
3	Digital	009218	SW 17th St SS 0.25mi W/O US 441 F/E - 1	E	14' x 48'	\$1,000	\$1,000	8	8
4	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	SW	14' x 48'	\$1,000	\$1,000	8	8

Target Demo – Persons 18+ yrs								
Map Loc.#	Media Type	Panel ID	Location Desc.	Plan Total Imps	4-Wk Total Imps	Weekly Total Imps	CPM	Media Product
1	Digital	001494	SR 200 College Rd NS 0.32mi W/O US 441 F/E - 1	236,627	236,627	59,157	\$4.23	Digital Bulletin
2	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	313,033	313,033	78,258	\$3.19	Digital Bulletin
3	Digital	009218	SW 17th St SS 0.25mi W/O US 441 F/E - 1	440,160	440,160	110,040	\$2.27	Digital Bulletin
4	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	473,289	473,289	118,322	\$2.11	Digital Bulletin
Totals:				2,405,763	2,405,763	601,441	\$2.73	

Flight	Total Price
F-2414598	\$4,000
Totals	\$4,000

Important Notes:

Sizes are approximate and not intended for final production specifications. All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/embellishments unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details. Total Price may include estimated sales tax on media, production, shipping, installation.

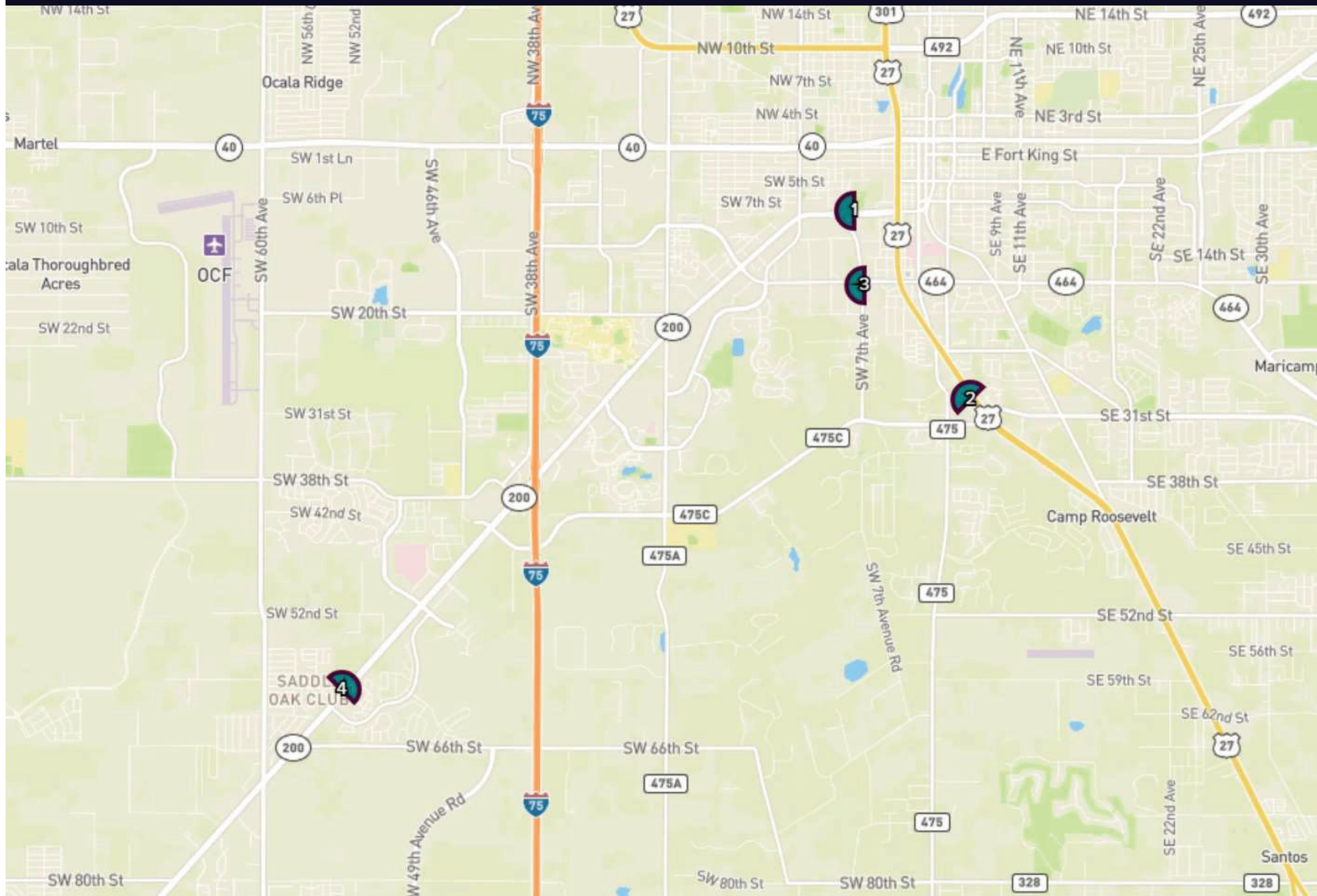
The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. They do not represent all impressions available on the structure, since these structures have multiple spots. Metrics provided for audience buys are estimates and will be finalized once actual locations are selected.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Clear Channel will deliver at least 92.5% of total contracted time for digital inventory.

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this proposal. Based on that certificate, taxes were omitted from this proposal. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

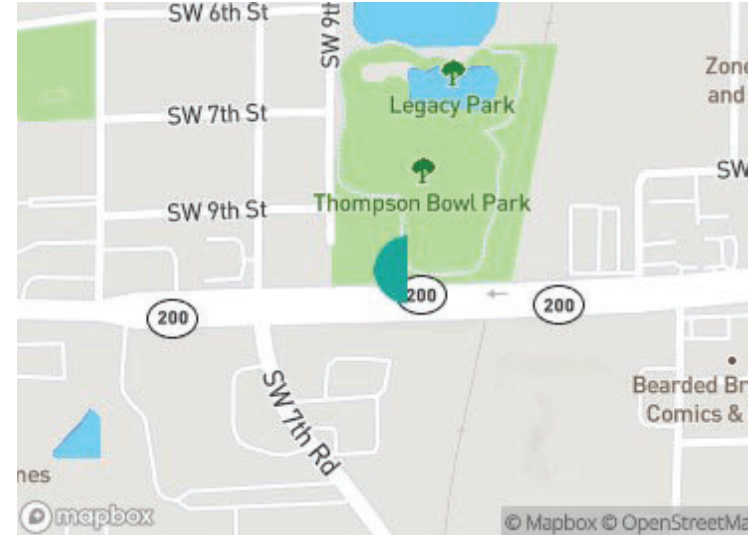
F-2414598 (OCA)



001494 – Ocala/Gainesville



Description: SR 200 College Rd NS 0.32mi W/O US 441 F/E - 1
Geopath ID: 336799 **Media Type:** Digital
Facing: E **Size:** 10'6" x 36'
City: OCALA **Zip:** 34471
Latitude: 29.179331 **Longitude:** -82.145776
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	51,479	59,157

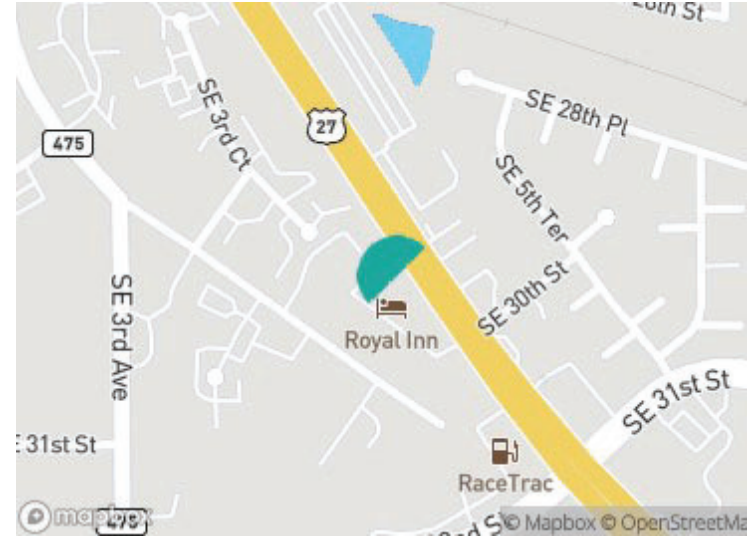
Highlights: SR 200 College Rd. is a major route from downtown Ocala to I-75 and the southwestern suburbs. It is lined with every kind of business from dining to medical to shopping. Located near one of Ocala's busiest intersections, this bulletin reaches consumers as they travel into "car dealer row". This digital bulletin is viewed weekly by 42% of working residents, 34% of African American residents, and 41% of Hispanic residents.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

008329 – Ocala/Gainesville



Description: US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1
Geopath ID: 337408 **Media Type:** Digital
Facing: SE **Size:** 14' x 48'
City: Ocala **Zip:** 34471
Latitude: 29.158857 **Longitude:** -82.131459
Current Advertiser:



Weekly Impressions		
Orlando-Daytona Beach-Melbourne FL (DMA)		
Demo	In Market	Total
Persons 18+ yrs	69,271	78,258

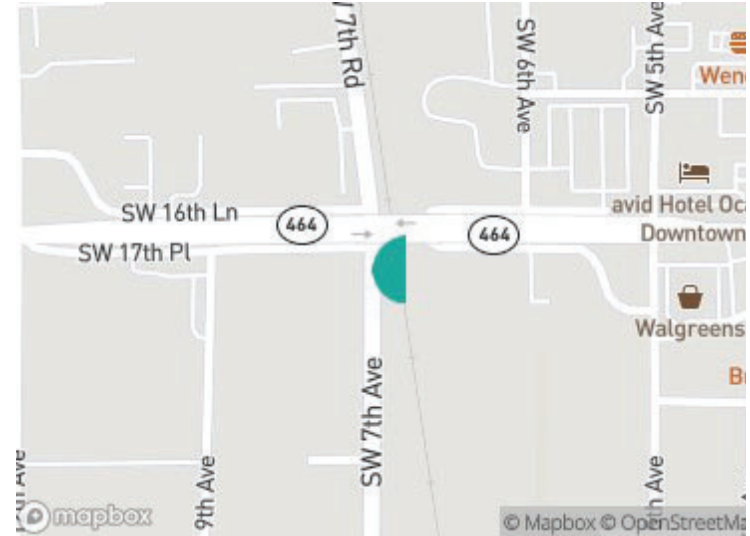
Highlights: US 441/301/27 Pine Ave. is Ocala's main north/south roadway through downtown. Along its route are commercial, industrial and medical areas. The State Attorney's office and two of the area's largest hospitals edge it in downtown Ocala. This digital bulletin reaches consumers and professionals traveling into Ocala from the south.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

009218 – Ocala/Gainesville



Description: SW 17th St SS 0.25mi W/O US 441 F/E - 1
Geopath ID: 14934324 **Media Type:** Digital
Facing: E **Size:** 14' x 48'
City: Ocala **Zip:** 34471
Latitude: 29.171304 **Longitude:** -82.144581
Current Advertiser:



Weekly Impressions		
Orlando-Daytona Beach-Melbourne FL (DMA)		
Demo	In Market	Total
Persons 18+ yrs	100,243	110,040

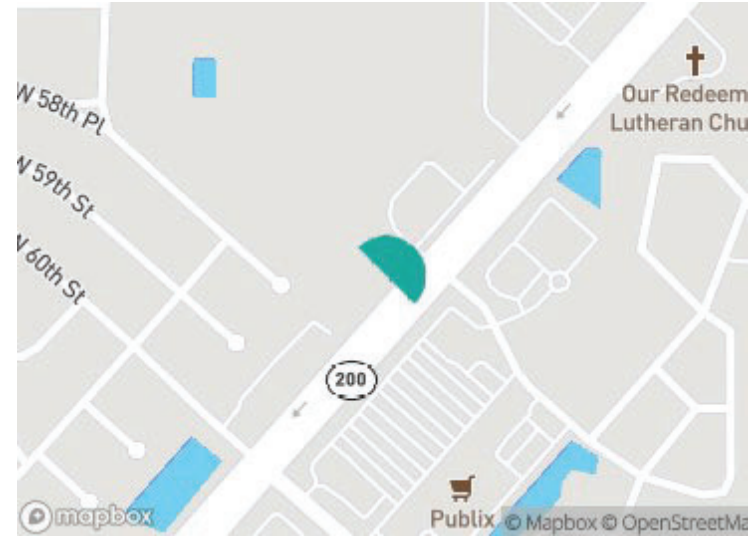
Highlights: 17th Street is the major commuter and business artery linking Ocala's southeast and southwest sections. Along 17th Street is every kind of business--retail, medical, industrial, entertainment, service and financial--as well as upscale residential areas. This digital bulletin stands at the peak of a railroad overpass bridge, between two traffic-light-controlled intersections. It is impossible to miss your message here!

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

070506 – Ocala/Gainesville



Description: SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1
Geopath ID: 338033 **Media Type:** Digital
Facing: SW **Size:** 14' x 48'
City: Ocala **Zip:** 34474
Latitude: 29.127275 **Longitude:** -82.20885
Current Advertiser:



Weekly Impressions		
Orlando-Daytona Beach-Melbourne FL (DMA)		
Demo	In Market	Total
Persons 18+ yrs	88,898	118,322

Highlights: SR 200 is one of the major commuter arteries in Marion County as well as the main route from western communities into I-75 and Downtown Ocala. This digital unit is in one of the fastest growing residential areas in the county surrounded by medical, retail, restaurants, and car dealers. This new digital unit is located just minutes away from On Top of the World, Calesa, WEC and the recently opened world class FAST Aquatic and Training Center. This area is constantly busy and a rapidly growing community that offers it all.

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SALES CONTRACT

ACCOUNT EXECUTIVE

Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

731 SW 37th Avenue
Ocala, FL 34474

ORDER #1251831-OCA

City of Ocala Utilities Department - April Water
Conservation Month - 03/31/2025

ADVERTISER

City of Ocala Utilities Department
(#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

BILL TO

City of Ocala Utilities Department
(#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

Ocala/GAINESVILLE

OOH SERVICES

Product	Display	Start Week	Period Type	Period Rate	Periods	Total Price
Digital Bulletin 1 slots	#001494 - SR 200 College Rd NS 0.32mi W/O US 441 F/E - 1 - 10'6" x 36'	3/31/2025	4-Week	\$1,000.00	1.0	\$1,000.00
Digital Bulletin 1 slots	#008329 - US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1 - 14' x 48'	3/31/2025	4-Week	\$1,000.00	1.0	\$1,000.00
Digital Bulletin 1 slots	#009218 - SW 17th St SS 0.25mi W/O US 441 F/E - 1 - 14' x 48'	3/31/2025	4-Week	\$1,000.00	1.0	\$1,000.00
Digital Bulletin 1 slots	#070506 - SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1 - 14' x 48'	3/31/2025	4-Week	\$1,000.00	1.0	\$1,000.00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	\$4,000.00
TOTAL	\$4,000.00

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915



TERMS & CONDITIONS

1. **DEFINED TERMS.** As used in this Contract, these terms shall have the meanings set forth below:
 - "Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
 - "Campaign" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.
 - "CC Portal" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
 - "Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
 - "Commencement Date" shall mean the date identified as the commencement date of the Campaign in this Contract.
 - "Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
 - "Contract" shall mean the applicable sales contract for Advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
 - "Customer" shall mean the advertiser and any agency or buying service named in the Contract.
 - "Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
 - "Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
 - "Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
 - "Impressions Deliverables" means a Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
 - "Quantity Deliverables" means a Campaign delivered by Clear Channel without the guarantee of specific Sign(s).
 - "Sign" or "Signs" shall mean the sign or signs identified in the Contract for the placement of the advertising for the Campaign.
2. **PAYMENT**
 - a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
 - b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice" for Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
 - c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
 - d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
 - e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
 - f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.
3. **RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES**
 - 3.1 **OF CUSTOMER**
 - a. Customer represents and warrants to Clear Channel that
 - (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations.
 - (2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
 - (3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
 - (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.
 - 3.2 **OF CLEAR CHANNEL**
 - a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy, for any reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is due to Customer or Customer's advertising material, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
 - b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Contract.
 - c. Clear Channel shall furnish to Customer proof of performance as follows: (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report, (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
 - d. Clear Channel's obligations under this contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
 - e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Contract and commence billing on the date copy is fully displayed.
 - f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination", provided that in all cases illumination hours will be limited to those hours presented by applicable law.
 - g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
 - h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.
 - 3.3 **SANCTIONS COMPLIANCE**
 - a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
 - The US Foreign Corrupt Practices Act 1977; and
 - Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer ("Applicable Economic Crime Laws").
 - b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.
4. **CONTENT, PRODUCTION AND DELIVERY**
 - 4.1 **PRINTED ARTWORK AND PRODUCTION MATERIALS**
 - a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight, tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel, including Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).
 - b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including without limitation, if third party approval for the Printed Advertising Materials is required.
 - c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2. NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

- a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.
- b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.
- c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

4.3. FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

- a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").
- b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day in the receipt of such materials without any rate proration or extension of the term.
- c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4. QUANTITY DELIVERABLES

- a. Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) and modify that mix during the Campaign to deliver the guaranteed deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) that will display Customer's advertising copy, is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5. IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of 2023 Geopath Impressions for the Sign(s) selected. Clear Channel does not deliver the required number of Impressions during the Campaign. Clear Channel shall not be in breach of the Contract, however, Customer shall not be charged for the portion of Impressions that were not delivered. If applicable, Clear Channel shall refund to Customer any prepaid amounts for the portion of Impressions that were not delivered. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6. ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7. CHANGE OUT OF ADVERTISING MATERIALS.

Customer may request replacement advertising copy change outs subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Customer.

4.8. RIGHTS AND OBLIGATIONS

The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancelable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, direct, consequential, punitive or statutory damages or lost profits, to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations of (ii) Customer's products and services.

8. GENERAL

- a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.
- b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.
- c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.
- d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.
- e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.
- f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.
- g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA UTILITIES DEPARTMENT

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned By:
Ken Whitehead
CITY OF OCALA
Signature

DocuSigned By:
Bradley Lacher
CLEAR CHANNEL OUTDOOR, LLC
Signature

Ken Whitehead

Bradley Lacher

Name

Name

2/14/2025

2/13/2025

Date

Date

Approved as to form and Legality:

DocuSigned By:
William E. Sexton
BRITTON LAW FIRM, PA
William E. Sexton, City Attorney

Certificate Of Completion

Envelope ID: 87345BA8-D4E9-4774-84BD-7A4304BCC1ED Status: Completed
Subject: FOR SIGNATURE - Advertising Agreement for April Water Conservation Month (WRS/250429)
Source Envelope:
Document Pages: 13 Signatures: 3
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeID Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Envelope Originator:
Porsha Ulirich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Porsha Ulirich Location: DocuSign
2/13/2025 11:05:40 AM pullrich@ocalafl.gov
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events

Signature **Timestamp**
Bradley Laecher DocuSigned by:
bradleylaecher@clearchannel.com *Bradley Laecher*
Security Level: Email, Account Authentication 734102CA14284A8... Sent: 2/13/2025 11:10:04 AM
(None) Viewed: 2/13/2025 11:11:10 AM
Signature Adoption: Pre-selected Style Signed: 2/13/2025 11:11:29 AM
Using IP Address: 163.116.252.75

Electronic Record and Signature Disclosure:

Accepted: 5/24/2024 11:21:59 AM
ID: c4be30fc-3462-4626-8334-765510855df2

William E. Sexton DocuSigned by:
wsexton@ocalafl.org *William E. Sexton*
City Attorney B07D0FC4E8BE429... Sent: 2/13/2025 11:11:30 AM
City of Ocala Viewed: 2/14/2025 9:23:06 AM
Security Level: Email, Account Authentication Signed: 2/14/2025 3:32:56 PM
(None) Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken Whitehead DocuSigned by:
kwhitehead@ocalafl.org *Ken Whitehead*
Assistant City Manager 5877F71E38874FA... Sent: 2/14/2025 3:32:58 PM
City of Ocala Viewed: 2/14/2025 3:34:22 PM
Security Level: Email, Account Authentication Signed: 2/14/2025 3:35:03 PM
(None) Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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 Sent	Hashed/Encrypted	2/13/2025 11:10:04 AM
Certified Delivered	Security Checked	2/14/2025 3:34:22 PM
Signing Complete	Security Checked	2/14/2025 3:35:03 PM
Completed	Security Checked	2/14/2025 3:35:03 PM
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.