

OCALA'S good life MAGAZINE

Advertising Agreement
Effective 07/01/2018

City of Ocala Rec & Park
 Business Name
 828 NE 8th Avenue
 Address
 Ocala, FL 34470
 City/State/Zip
 Misti Barrett Telephone 352-358-5506 Fax mbarrett@ocalafl.org Email
 Contact Name Telephone Fax Email

MONTHS	YEAR	AD SIZE	PRICE
May/June	2023	full	\$960
July/Aug	2023	full	\$960
Sep/Oct	2023	full	\$960
Nov/Dec	2023	full	\$960
Jan/Feb	2024	full	\$960
Mar/Apr	2024	full	\$960

NOTES:

Total number of insertions: 6

Total amount of contract: \$5,760

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

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

DocuSigned by
 SIGNATURE Ken Whitehead DATE 3/27/2023
5677F71E38874F4...
 Title Assistant City Manager
 Print Name Ken Whitehead
 Publisher's Rep.: Dean Blinkhorn



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

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.

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 DocuSigned of this contract and give my approval of same.

SIGNATURE Ken Whitehead DATE 3/27/2023
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Title Assistant City Manager

Print Name Ken whitehead

Approved as to form and legality: DocuSigned by: William E. Sexton Pg. 2 of 2

William E. Sexton, City Attorney William E. Sexton
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