

## AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Digital Fury LLC**, located at 3440 SE 45th Street, Ocala, FL 34480, possessing FEIN# 45-3141493 (hereinafter referred to as "FIRM") under seal for the Tourism Photography and Video, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Bid #24Q-295 - Tourism Photography and Video, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance and Notice to Proceed.**

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

**Section 2 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

**Section 3 – Term.** This Agreement shall commence upon Board Approval and will conclude upon the Project's final completion, March 31, 2026, with the option of three, one (1) year renewals; pending mutual agreement ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

**Section 4 – Scope of Services.** FIRM shall complete the Work for Project 24Q-295, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

**Section 5 – Compensation.** COUNTY shall make payment Per Fee Schedule, Exhibit B, hereto (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

**Section 6 – Assignment.** FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 7 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 8 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 9 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 10 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT  
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marionfl.org](mailto:publicrelations@marionfl.org)**

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
  - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
  - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

**Section 11 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

**Section 12 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

#### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

#### BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 13 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 14 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 15 – Damage to Property.** FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 17 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 18 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 19 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

**Section 20 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 21 – FIRM Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 22 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

**A. Certification.**

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
  - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
  - b. Engaged in a boycott of Israel.

**B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
  - c. Been engaged in business operations in Cuba or Syria; or
  - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
  1. Was entered into or renewed on or after July 1, 2018, and
  2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 25 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

**Section 26 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 27 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Scope of Work, EXHIBIT B - Fee Schedule.**

**Section 28 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Digital Fury LLC  
3440 SE 45th Street, Ocala, FL 34480  
CONTACT PERSON: Marc Rice | Phone: 352-484-5205

COUNTY: Marion County Visitors Convention and Bureau  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marionfl.org](mailto:procurement@marionfl.org). If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: [marc@digitalfurytv.com](mailto:marc@digitalfurytv.com). Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**MARION COUNTY, A POLITICAL SUB-ATTEST:**

*G. C. Harrell* 2/18/2025  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

**DIVISION OF THE STATE OF FLORIDA**

*Kathy Bryant* 2/18/2025  
KATHY BRYANT DATE  
CHAIRMAN

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**BCC APPROVED:** February 18, 2025  
24Q-295 | Tourism Photography and Video

*For:* *Matthew G. Minter* 3/7/25  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

**WITNESS:**

*Charles Gaj*  
SIGNATURE  
Charles Gaj  
PRINTED NAME

**DIGITAL FURY LLC**

*Marc E. Rice*  
BY: DATE  
Marc E. Rice  
PRINTED:  
owner  
ITS: (TITLE)

**WITNESS:**

*Lillian Gaj*  
SIGNATURE  
Lillian Gaj  
PRINTED NAME

## 24Q-295 Tourism Photography and Video EXHIBIT A – SCOPE OF WORK

### OVERVIEW

The Ocala/Marion County Visitors and Convention Bureau (OMCVCB), Tourist Development Department for Marion County, is entering into a 12-month agreement with a qualified agency to provide photography and videography services for content-related events. This includes capturing candid moments of leisure, outdoor activities, business travel, venues, and special events. Marion County is accepting submittals from professional visual storytellers who can deliver high-quality photography and videos that inspire travel to Marion County and reinforce its reputation as a premier tourism destination.

Images/video may be used on the OMCVCB website, social media channels, and in various forms of print and/or digital advertising. Content may also be used to supply the press with visual assets to accompany articles/advertisements.

Edit and deliver high-resolution content within 14 days of the shoot and have the capacity for a 5-day turnaround on occasion. This is not the requirement for raw footage. Please note:

- The project is considered completed when the entirety of the scope is completed.
- OMCVCB will work with the photographer to determine the assigned locations per month and will facilitate entrance and location permissions when needed. Assigned locations may include area cities and towns, special events, hotels, attractions and restaurants.
- All photographs/videos taken will become the property of OMCVCB.
- All photographs/videos taken will be supplied to OMCVCB as RAW images.
- Photographs/videos may only be used by the photographer with written permission from OMCVCB.
- A minimum of 20 edited photographs of each location on the shot list will be provided to OMCVCB.
- Photographs must be supplied to OMCVCB in JPG and as RAW file formats with files sizes no less than 300 dpi. Photography services must be able to edit and deliver high-resolution images in digital format.
- Videography services must be able to edit and deliver 4K footage in digital format.
- At least two duplicate master copies of the final images/videos (on an external hard drive or flash drive) in JPG and RAW file format will be provided to OMCVCB. Hard drive needs to be approved by the user department. The photographer will include an adequate description of each image for purposes of identification.
- All content must be uploaded to a digital access management system for which the OMCVCB has exclusive access.
- Final files will be edited using standard photo/video editing practices and/or editing out undesirable elements when necessary.
- OMCVCB retains all rights to alter and use any final images and videos.
- A contract will be signed between OMCVCB and firm that will outline the services required, fees charged, and payment schedule.
- Photographer will be required to have their own photography and videography equipment and obtain licenses or permits as needed; drone content is desirable.

### SCOPE OF WORK

600 high-resolution photos (including at least 10 brand images) and corresponding high-resolution video footage, hereafter known as the "Product". Photos/videos to be taken at various locations in Ocala/Marion County (OMC). OMC is known as "the Horse Capital of the World®". Photos/videos are to highlight what makes OMC unique and capture the essence of the community.

- A. **Shot Variety** - Collect wide and close shots. Wide shots should show the beauty and expansiveness of Marion County while close-up shots create intimacy and warmth with the subject. Hero images have a "look and feel" that set apart Marion County as a tourism destination, Shots should include vertical captures conducive to social media uses such as Instagram reels and stories. Included should also be shots that allow clear space for

additional content (logos, copy, QR codes, etc.) to use in ad designs (such as portrait and landscape print ads, dynamic digital ad units, video commercials, and billboards.)

- B. Videography – Video b-roll should be provided at each shot location. Video assignments may include turning storyboards into final, edited productions. Assignments may include coverage of events, short-form social media and promo and marketing videos.
- C. Clothing and Props – All clothing and props must be:
1. Free of brand advertisement, slogans, logos, etc., and should be legible
  2. Free of heavy prints, avoid being distracting
  3. Appropriate for the season depicted and convey a timeless feel so images do not appear “dated”
  4. Arranged by the agency

Examples of props include paddle craft, boats, food, bikes, etc.

- D. Talent – Talent must be arranged by the agency and reviewed/approved by OMCVCB. This should include a variety of ages and cultures. Paid talent will likely be needed to achieve capturing some of the content, especially brand hero images.
- E. Storyboards – The selected firm will be expected to collaborate with OMCVCB staff to develop storyboards to create assets that will have a cohesive look and feel so that they can be used together or separately with success.
- F. Photo Releases – A release must be signed by all participants within images/videos. This gives Marion County greater leeway with the creative and is an advantage for the photographer. Usage rights: OMCVCB will have full rights for all photography and video that it acquires.
- G. Meetings – Project update and status meetings will occur, at minimum, once a month, via in person or video chat, between the scheduled firm and the OMCVCB. Upon delivery of first set of files, the selected firm (s) will meet with OMCVCB to review first selects to be edited. Photography and Video Shot List includes, but is not limited to, the following:
1. All leisure activities should be cognizant of the user groups that follow:
    - i. Families/Generations (multicultural/multigenerational)
    - ii. Couples
    - iii. Friend Groups
  2. Ability to showcase leisure activities:
    - i. Water Activities: springs, tubing, canoeing/kayaking, paddle boarding, snorkeling, swimming. **(Minimum number of images: 60, including 4 hero images)**
      - Rivers, lakes, and springs; footage around the Waterways (boat docks, shorelines, recreation areas, etc. – Springs as backdrop, models enjoying activity such as eating ice cream, having a picnic, looking over bridge at water. (20 images per location – Silver Springs, Rainbow Springs, etc.)
    - ii. Trails/Hiking/Camping (tents and RVs) **(Minimum number of images: 40, including 2 hero images)**
      - Leisure trail walking (hiking, birding, etc.) \*

- a. Potential location – Ocala National Forest, Trails in Dunnellon, Boardwalk and Silver Springs, Fern Hammock. (20 images)
  - Camping – daytime, to include families. (20 images)
- iii. Downtown Ocala (**Minimum number of images: 80, including 2 hero images**)
  - Seasonal events (when assigned) – video needed of models experiencing events
    - a. Downtown Ocala Farmers Market (Every Saturday from 9AM – 20PM) (20 images)
    - b. The Ocala/Marion County Visitors and Convention Bureau (20 images)
    - c. Culture/history (historic buildings, art) (20 images)
    - d. Gazebo \* (20 images)
- iv. Hotels (**Minimum number of images: 20**)
  - Families
  - Older Couples
  - Homes/Short-Term rentals
  - Non-identifying location video \* (i.e. walking into hotels, enjoying pool/amenities, coffee on a porch/balcony (20 images)
- v. Dining (**Minimum number of images: 20, including 2 hero images**)
  - Dining of family and groups \* (20 images)
- vi. Scenic (**Minimum number of images: 100, including 2 hero images**)
  - Painted Horses (20 images)
  - Murals \* - murals set as background during other experiences, i.e. friends eating ice cream or shopping (20 images)
  - World Equestrian Center \* (20 images)
  - County Roads with horses (20 images)
  - Agritourism/U-Pick farms – flowers, fruits other than berries (seasonal – pumpkin) (20 images)
  - Families
  - Older Couples
- vii. Museum/Indoor Activities (**Minimum number of images: 120**)
  - Models actively enjoying museums/historical locations
  - Locations include:
    - a. Fort King \* (20 images)
    - b. Don Garlits Museum of Drag Racing (20 images)
    - c. Fire Museum (20 images)
    - d. Florida Thoroughbred Breeders' and Owners' Association (20 images)
    - e. Reilly Arts Center (non-seasonal) (20 images)
    - f. Marion Theatre \* (20 images)
  - Families
  - Older Couples
- viii. Sports (**Minimum number of images: 120, including 4 hero images**)
  - Sports venues and competitions
    - a. World Equestrian Center expo centers during sporting events \* (20 images)
    - b. Florida Horse Park – Polo (20 images)
  - Cycling – Road Biking on paved trail \* (no face mask style helmets) (20 images)
  - Recreational sports with group
    - a. Pickle Ball (20 images)
    - b. Golf (20 images)
    - c. Yoga – outside (20 images)

- ix. Meetings (**Minimum number of images: 20, including 2 hero images**)
  - Friend Groups
  - Business Travelers
  - Groups of people actively enjoying meeting spaces (hotel ballrooms, boardrooms, coffee together, team building offsite (20 images)
- x. Festival or Local Color (when assigned) (**Minimum number of images: 20**)
  - Families/Generations
  - Couples Sporting Events
  - Can include holiday festivals, concerts, art festivals, fall festivals, symphony events, inc. (20 images per location)

**\*Need hero images or video/commercial**

OMCVCB retains the right to alter any final images to meet specific needs of size, resolution, or crop ratio as required by specific applications and uses. The proposal should speak to meeting the multiple needs of the OMCVCB and the agency's ability to achieve and meet those needs.

Credit will not be given to the photographer of this contract either through captioning or by using a watermark signature on the final images. The agency will be allowed to use any and all images captured for this project for demo purposes only. OMCVCB will own the rights to all photographs for this project upon completion.

# FEE SCHEDULE

Service	Quantity	Fee	Notes
Site walk through	1	\$150/hr	Site walk through with property owners/ participants. As needed.
Photo + Video	Half Day, 4 hours*	\$3,000.00	Includes 4-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, 50 edited photos, a single color graded file of 4K footage. Raw, unedited files of photos delivered via a hard drive.
Photo + Video	Full Day, 8 hours*	\$5,750.00	Includes 8-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, 100 edited photos, a single color graded file of 4K footage, professional audio. Raw, unedited files of photos delivered via a hard drive.
Photography	1 hour	\$600.00	Includes 1 photographer, 10 edited photos, editing and delivering images taken during session. Raw, unedited files of photos delivered via a hard drive.
Photography	Half Day, 4 hours	\$1,800.00	Includes 4-hours on-location, 1 photographer, 50 edited photos, editing and delivering images taken during session. Raw, unedited files of photos delivered via a hard drive.
Photography	Full Day, 8 hours	\$3,000.00	Includes 8-hours on-location, 1 photographer, 100 edited photos, editing and delivering images taken during session. Raw, unedited files of photos delivered via a hard drive.
Video Filming	Half Day, 4 hours	\$1,800.00	Includes 4-hours on location, 1 videographer, a single color graded file of 4K footage, professional audio.
Video Filming	Full Day, 8 hours	\$3,000.00	Includes 8-hours on location, 1 videographer, a single color graded file of 4K footage, professional audio.
Drone photo/video	1 hour	\$350.00	Includes 1 licensed Part 107 FAA Drone Pilot, 5 edited photos, a single color graded file of 4K footage.
professional model	1	\$800.00	1 individual. Hired through agencies throughout Florida, experience modeling on a professional level
local talent	1	\$400.00	1 individual. Hired directly through the individual. Based out of Ocala/Central Florida. Model has experience on a local level
friends/family	1	\$100.00	1 individual. Hired directly through the individual. No professional or local modeling experience.
Professional talent production	per shoot	\$2,000.00	Includes: Pre-production - professional model casting, talent booking and scheduling, site and locations logistics. Production Day - model/talent coordination, wardrobe assistance and styling, on-site timing and logistics
Professional talent agency	per model	\$160.00	Includes: professional model casting and talent booking
Local talent production	1	\$1,000.00	Includes: Pre-production - local model casting, talent booking and scheduling Production Day - model/talent coordination, wardrobe assistance and styling, on-site timing and logistics
hair and makeup	1	\$450.00	Per person for an 4-hour day. Included one hair/makeup artist for one model/talent
hair and makeup	1	\$650.00	Per person for an 8-hour day. Included one hair/makeup artist for one model/talent
wardrobe, level 1	1	\$200/person	Per person. Includes 1-2 full outfits. Needed if full control over wardrobe is desired for the shoot.
wardrobe, level 2	1	\$75/person	Per person. Includes 1-2 articles of clothing (shirt, swimsuit, pants, etc.) Needed if partial control over wardrobe is desired for the shoot.
produced reel for social media	1	\$250.00	One 16:9 vertical format, 8-15 seconds, created from previously captured footage
video editing	1 hour	\$250/hr	Horizontal or vertical format as needed, created from previously captured footage
video editing	Day rate, 8 hours	\$1500/day	Horizontal or vertical format as needed, created from previously captured footage
Voice over		\$500.00	Professionally recorded and produced audio
Production elements		market price	Motion graphics, stock audio, sound design elements, music licensing, etc as needed
food		\$50/person	As needed
beverage, alcohol		\$20/person	As needed
admission/location fee		market price	Admission or location fees associated with the shoot. Examples include park entrance fees, parking, museum admission, pavillion rental, etc
equipment rentals (canoe, kayak, etc)		market price	Equipment rental fees associated with the shoot. Examples include canoe, kayak, etc.
supplies (props, etc)		market price	Any props needed for the shoot that aren't already available. Examples include tents, outdoor kids toys,

Service		Unit price	Description	QTY	
<b>Professional Level Talent Production - Full Day</b>					<b>\$13,550.00</b>
Photo + Video	Full Day, 8 hours*	\$5,750.00	Includes 8-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, edited photos, a single color graded file of 4K footage, professional audio. Raw, unedited files of photos and videos delivered via a hard drive.	1	\$5,750.00
Professional talent production	per shoot	\$2,000.00	Includes: Pre-production - professional model casting, talent booking and scheduling, site and locations logistics. Production Day - model/talent coordination, wardrobe assistance and styling, on-site timing and logistics	1	\$2,000.00
professional model	1	\$800.00	1 individual. Hired through agencies throughout Florida, experience modeling on a professional level	4	\$3,200.00
hair and makeup	1	\$650.00	per person for an 8-hour day. Included one hair/makeup artist for one model/talent	4	\$2,600.00
<b>Professional Level Talent - Full Day</b>					<b>\$12,190.00</b>
Photo + Video	Full Day, 8 hours*	\$5,750.00	Includes 8-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, edited photos, a single color graded file of 4K footage, professional audio. Raw, unedited files of photos and videos delivered via a hard drive.	1	\$5,750.00
professional model	1	\$800.00	1 individual. Hired through agencies throughout Florida, experience modeling on a professional level	4	\$3,200.00
Professional talent agency	per model	\$160.00	Includes: professional model casting and talent booking	4	\$640.00
hair and makeup	1	\$650.00	per person for an 8-hour day. Included one hair/makeup artist for one model/talent	4	\$2,600.00
<b>Local Level Talent Production - Full Day</b>					<b>\$10,950.00</b>
Photo + Video	Full Day, 8 hours*	\$5,750.00	Includes 8-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, edited photos, a single color graded file of 4K footage, professional audio. Raw, unedited files of photos and videos delivered via a hard drive.	1	\$5,750.00
Local talent production	1	\$1,000.00	Includes: Pre-production - local model casting, talent booking and scheduling Production Day - model/talent coordination, wardrobe assistance and styling, on-site timing and logistics	1	\$1,000.00
local talent	1	\$400.00	1 individual. Hired directly through the individual. Based out of Ocala/Central Florida. Model has experience on a local level	4	\$1,600.00
hair and makeup	1	\$650.00	per person for an 8-hour day. Included one hair/makeup artist for one model/talent	4	\$2,600.00
<b>Friend/Family Talent Production - Full Day</b>					<b>\$9,750.00</b>
Photo + Video	Full Day, 8 hours*	\$5,750.00	Includes 8-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, edited photos, a single color graded file of 4K footage, professional audio. Raw, unedited files of photos and videos delivered via a hard drive.	1	\$5,750.00
Local talent production	1	\$1,000.00	Includes: Pre-production - local model casting, talent booking and scheduling Production Day - model/talent coordination, wardrobe assistance and styling, on-site timing and logistics	1	\$1,000.00
friends/family	1	\$100.00	1 individual. Hired directly through the individual. No professional or local modeling experience.	4	\$400.00
hair and makeup	1	\$650.00	per person for an 8-hour day. Included one hair/makeup artist for one model/talent	4	\$2,600.00

Service		Unit price	Description	QTY	
<b>Professional Level Talent Production - Half Day</b>					<b>\$11,600.00</b>
Photo + Video	Half Day, 4 hours*	\$3,000.00	Includes 4-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, edited photos, a single color graded file of 4K footage. Raw, unedited files of photos delivered via a hard drive.	1	\$3,000.00
Professional talent production	per shoot	\$2,000.00	Includes: Pre-production - professional model casting, talent booking and scheduling, site and locations logistics. Production Day - model/talent coordination, wardrobe assistance and styling, on-site timing and logistics	1	\$2,000.00
professional model	1	\$1,200.00	1 individual. Hired through agencies throughout Florida, experience modeling on a professional level	4	\$4,800.00
hair and makeup	1	\$450.00	Per person for an 4-hour day. Included one hair/makeup artist for one model/talent	4	\$1,800.00
<b>Professional Level Talent - Half Day</b>					<b>\$8,640.00</b>
Photo + Video	Half Day, 4 hours*	\$3,000.00	Includes 4-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, edited photos, a single color graded file of 4K footage. Raw, unedited files of photos delivered via a hard drive.	1	\$3,000.00
professional model	1	\$800.00	1 individual. Hired through agencies throughout Florida, experience modeling on a professional level	4	\$3,200.00
Professional talent agency	per model	\$160.00	Includes: professional model casting and talent booking	4	\$640.00
hair and makeup	1	\$450.00	Per person for an 4-hour day. Included one hair/makeup artist for one model/talent	4	\$1,800.00
<b>Local Level Talent Production - Half Day</b>					<b>\$7,400.00</b>
Photo + Video	Half Day, 4 hours*	\$3,000.00	Includes 4-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, edited photos, a single color graded file of 4K footage. Raw, unedited files of photos delivered via a hard drive.	1	\$3,000.00
Local talent production	1	\$1,000.00	Includes: Pre-production - local model casting, talent booking and scheduling Production Day - model/talent coordination, wardrobe assistance and styling, on-site timing and logistics	1	\$1,000.00
local talent	1	\$400.00	1 individual. Hired directly through the individual. Based out of Ocala/Central Florida. Model has experience on a local level	4	\$1,600.00
hair and makeup	1	\$450.00	Per person for an 4-hour day. Included one hair/makeup artist for one model/talent	4	\$1,800.00
<b>Friend/Family Talent Production - Half Day</b>					<b>\$6,200.00</b>
Photo + Video	Half Day, 4 hours*	\$3,000.00	Includes 4-hours on location, 25-hours of post processing, 1 photographer, 1 videographer, edited photos, a single color graded file of 4K footage. Raw, unedited files of photos and videos delivered via a hard drive.	1	\$3,000.00
Local talent production	1	\$1,000.00	Includes: Pre-production - local model casting, talent booking and scheduling Production Day - model/talent coordination, wardrobe assistance and styling, on-site timing and logistics	1	\$1,000.00
friends/family	1	\$100.00	1 individual. Hired directly through the individual. No professional or local modeling experience.	4	\$400.00
hair and makeup	1	\$450.00	Per person for an 4-hour day. Included one hair/makeup artist for one model/talent	4	\$1,800.00