# RENTAL AGREEMENT BETWEEN ALACHUA COUNTY AND FIRST PRESBYTERIAN CHURCH OF GAINESVILLE, NO. 14641

THIS RENTAL AGREEMENT ("Agreement") is made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and, First Presbyterian Church of Gainesville, Inc., a Florida not for Profit Corporation, which is authorized to do business in the State of Florida, hereinafter referred to as the "Owner." Collectively, the County and Owner are hereinafter referred to as the "Parties."

#### **WITNESSETH:**

**WHEREAS**, the Owner is the owner of a parking lot located in downtown area of Gainesville, Alachua County, Florida, more specifically described herein; and

**WHEREAS**, the County is in the process of the construction of a new Civil Court Facility adjacent to the current Criminal Court Facility; and

**WHEREAS**, construction has rendered parking for the employees of the Criminal Court Facility unusable and there is a need for employee and official vehicle parking; and

**WHEREAS**, the Owner and County agree that use by the County of a certain number of parking spaces located on Owner's property would benefit the County and would be acceptable to the Owner.

**NOW THEREFORE,** in consideration of the mutuality of the rents, covenants, agreements, terms, and conditions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do mutually covenant and agree as follows:

# 1. Rented Parking Spaces.

- 1.1. The Owner rents to the County and County rents from Owner 100 parking spaces located at 229 SW 5<sup>th</sup> Street Gainesville Florida 32601, identified as Alachua County Tax Parcel numbers 13037, 13322, 13037-1, as shown in Exhibit "A" attached hereto and incorporated herein (the "Premises"), as more particular described in subsection 1.2, below.
- 1.2. The Parties agree that the County is hereby granted exclusive use of 100 parking spaces within the Premises to be used for the daily parking of vehicles from 6:00 AM to 6:00 PM Monday through Friday each week during the term of this Agreement, and that the County will limit use of the Premise to Criminal Court Facility employees and official County vehicle parking. The County shall not be authorized to use the Premises on Saturdays, Sundays or from 6:01 PM to 5:59 AM Monday through Friday.

- 1.3. The Owner reservices tie right to suspend this Agreement for 24-hour periods for unforeseen circumstances (ex. Funeral services) with a minimum of 72-hour notice given to the County.
- 2. <u>Term.</u> The term of the Agreement shall be effective upon execution by the Parties (the "Effective Date"), and will continue through July 30, 2027 (the "Initial Term"), unless earlier terminated as provided herein.
- 3. **Renewal.** So long as the County is not in default hereunder, County shall have an option to renew the Agreement on a month-to-month basis. The County shall provide written notice to the Owner of its intent to exercise this option to renew at least ninety (90) calendar days before the end of the term of the Agreement.

#### 4. Rent.

4.1. The County agrees to pay the Owner rental payments \$5,000.00 per month (calculated as \$50.00 per month per parking space) ("Rent"), with the first of such Rent payment being due on the Effective Date and on a monthly basis on the first day of each month during the Term of this Agreement. If the first month is a partial month then Rent shall be prorated based on the number of days within said partial month, otherwise the Rent shall be calculated on a full month whether or not the spaces are occupied. Although Rent is based on the County leasing 100 parking spaces, the monthly Rent is fixed whether or not the County occupies all 100 parking spaces. The Owner shall provide a monthly invoice by the 21st day of the previous month to the County at the following address, which invoice may be sent electronically ss:

Alachua County Facilities Management 12 SE 1<sup>st</sup> Street Gainesville, Florida 32601 FacFiscal@alachuacounty.us

- 4.2. The County shall submit/mail monthly rental payments to and shall mail the rental payments to the Owner at 106 SW 3d Street, Gainesville, FL 32601. The County certifies that, as a governmental entity, it is exempt from state sales tax and County will hold harmless Owner against any sales tax due pursuant to this Agreement. The County shall provide the Owner with a copy of its tax certification of exemption.
- 5. <u>Alterations and Improvements.</u> On or before the Effective Date, the he Owner shall number the individual parking spaces within the Premises for use by the Criminal Court Facilities and official vehicles.

- 6. <u>Access.</u> On or before the Effective Date the Owner shall provide a gate codes for access to the Premises.
- 7. <u>Use of Premises; Restrictions.</u> The County agrees to use the Premises for parking by Criminal Court Facility employees and official County vehicles only. The Owner shall implement reasonable measures to ensure that the County's designated parking spaces remain exclusively available for County use during the period of 6 AM to 6 PM Monday through Friday each week during the term of this Agreement. The Owner shall be responsible for monitoring and addressing any authorized parking in the County's designated parking spaces to maintain the County's full access to those parking spaces between the hours of 6 AM to 6 PM Monday through Friday. Parking shall be strictly limited to vehicles and light trucks, only. No recreational vehicles (RVs), construction equipment, trash containers or dumpsters shall be allow to be placed on Premises by County, without the prior written approval of Owner, which may be withheld at Owner's sole and absolute discretion. There shall be no overnight parking by County or County's employees, agents, invitees, affiliates, and licensees.
- 8. <u>Compliance with Law.</u> The Owner shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the Premise. The Owner agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V. Florida Statutes, and maintenance of the property. The Owner shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.
- 9. <u>Services and Repairs.</u> County shall not permit or allow any of its authorized users of the parking spaces damage to any portion of the Premises, reasonable wear and tear excepted. . Except for damage to the Premises caused by the County or its authorized users of the parking spaces, the Owner shall keep and maintain the Premises clean and in good repair.
- 10. <u>Title Status</u>. The Owner represents that it owns the Premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the Premises by the County, and that it has the full right, power, and authority to enter into this Agreement for the term herein granted.

#### 11. **Insurance**.

- 11.1. The Owner shall obtain fire and extended coverage insurance upon the Premises and improvements thereto in their full insurable value. The Owner shall provide to the County proof of such insurance coverage prior to the County taking occupancy of the Premises. County is responsible for its property, and acknowledges and understands that County is not an additional insured under any insurance policy obtained by Owner.
- 11.2. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or any other provisions of \$768.28, Florida Statutes.
- 12. Attorn. This Agreement is inferior to any mortgage now or on which may be placed on the land or building owned by the Owner. The County attorn to any persons succeeding to the interest of Owner under this Agreement in the event of foreclosure of any mortgage or the execution of any deed in lieu of such foreclosure. This provision is self-operative and no further document is required unless requested by any mortgagee. If so requested, the County shall execute and deliver an instrument confirming its attornment at no cost; provided, however, that no such mortgagee or successor in interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this Agreement made without the express written consent of such mortgagee. If County shall refuse or fail to execute, acknowledge and deliver such document, County hereby irrevocably appoints Owner as County's attorney-in-fact for ratifying all Owner's acts pursuant to this section.
- 13. <u>Assignment.</u> County may not assign this Agreement to any other entity without Owner's prior written permission, which shall not be unreasonably withheld.
- 14. <u>Non-Waiver.</u> The failure of any Party to exercise any right in this Agreement will not waive such right.
- 15. <u>Cumulative Remedies.</u> All of the rights, powers, and privileges conferred by this Agreement upon the Parties shall be cumulative and in addition to those otherwise provided by law and shall not be deemed to preclude those rights and remedies provided by law.
- 16. Entire Agreement, Modification and Waiver. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements. Any representations, inducements, promises, agreements or otherwise between the Parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this Agreement shall be valid unless and until the same is reduced in writing and executed by both Parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this Agreement.

- 17. <u>Signs.</u> All signage must be approved in writing by Owner prior to installation. Any signage erected by County must be removed on the earlier of the end of the Term or the Termination Date. Damage caused to the Premise by erection or removal of signs installed by the County shall be repaired by County, at County's sole cost and expense.
- 18. Owner's Covenant of Quiet Enjoyment. So long as the County is not in default under the conditions and during the term of this Agreement and any extension of said term, the County's quiet and peaceful enjoyment of the parking spaces shall not be disturbed or interfered with by anyone claiming by, through, or under the Owner.
- 19. <u>Police Security</u>; <u>Security Measures</u>. Owner has no duty to provide police or security guards. The decision to provide police or security guard shall not give rise to an increased duty of care. County hereby acknowledges that Owner shall have no obligation whatsoever to provide guard service or other security measures for the Premises. County assumes all responsibility for the protection of County, County Parties (as hereinafter defined), or any third party entering onto the Premises at the direction of County or County Parties or as a result of exercising any rights granted by this Agreement. Notwithstanding anything in this Agreement to the contrary, Owner will not be responsible for any damage to vehicles brought onto or parked on the Premises nor for any theft or injury that occurs on the Premises unless caused by the negligence or willful conduct of Owner or Owner's Parties (as hereinafter defined).
- 20. <u>Successor or Assigns.</u> The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.
- 21. <u>Casualty.</u> In the event that the Premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the County, the Owner shall initiate any needed repairs with ten (10) days and put the Premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the County shall be entitled to an abatement of rent during the period of time in which the Premises are not suitable for use by the County. If the Premises shall be damaged to the extent of more than twenty-five (25%), either Party may, at its election, terminate this Agreement by giving written notice to the other party within five (5) days after the occurrence of such damage.
- 22. <u>Notices.</u> Except as otherwise provided herein, any notice, acceptance, request, or approval from either Party to the other Party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and the Owner's representative are:

County: Director, Facilities Management

12 SE 1st Street

Gainesville, Florida 32602 FacFiscal@alachuacounty.us

Owner: First Presbyterian Church of Gainesville, Inc.

106 SW 3d Street,

Gainesville, Florida 32601

A copy of any notice hereunder shall be sent to:

Jesse. K. Irby II, Clerk,

Attention Finance and Accounting,

12 SE 1<sup>st</sup> Street

Gainesville, Florida 32602

dmw@alachuaclerk.org

And to:

**Procurement Division** 

Attn: Contracts
12 SE 1<sup>st</sup> Street

Gainesville, Florida 32601

Procurement@alachuacounty.us

And to:

Johnson Pope Bokor Ruppel & Burns, LLP

Attn: Sheada Madani, Esquire

400 North Ashle Drive, Suite 3100

Tampa, Florida 33602 Sheadam@jpfirm.com

23. <u>Eminent Domain.</u> In the event any portion of the Premise or property demised hereunder shall be taken through eminent domain proceedings, then the County shall have the right to terminate this Agreement in the event of such eminent domain proceedings.

# 24. **Default and Termination**.

24.1. County or Owner, as applicable, shall be in default hereunder if it fails to perform or comply with any term, covenant, or condition in this Agreement and County or Owner, as applicable, fails to cure such failure or non-compliance following ten (10) days after

- the receipt of written notice to the defaulting party from the non-defaulting party. If the defaulting party does not remedy the default within the ten (10) day cure period, then the non-defaulting party shall have the right to declare a default against the defaulting party. Notwithstanding the foregoing, the Holdover Rent shall be payable retroactive to the Termination Date.
- 24.2. Either party may terminate this Agreement without cause by providing 30 days written notice of termination for convenience to the other party. The Alachua County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the other party. The parties each waive and release the other from all claims to damages related to such termination.
- 25. **Remedies Upon Default**. Upon an event of default, as provided in Section 24 above, the non-defaulting party shall have the right to: (i) terminate this Agreement; and (ii) pursue any other remedies available under the Florida law.
- 26. **Indemnification**. County hereby agrees to indemnify, defend and hold Owner harmless with respect to any costs, claims and damages stemming from: events caused by or the negligence or willful conduct of County or its agents, employees, contractors or invitees (collectively, "County Parties") or willful conduct of any third party entering onto the Premises at the direction of County or County Parties, or the exercising of any rights granted by this Agreement. Owner hereby agrees to indemnify, defend and hold County harmless with respect to any costs, claims and damages stemming from: events caused by or the negligence or willful conduct of Owner or its agents, employees, contractors or invitees (collectively, "Owner Parties") or willful conduct of any third party entering onto the Premises at the direction of Owner or Owner Parties. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitations of liability of §768.28, Florida Statutes, as may be amended.
- 27. <u>Severability Clause</u>. If any clause or any of the terms or conditions of this Agreement are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
- 28. <u>Third Party Beneficiaries.</u> This Agreement does not create any relationship with, or any rights in favor of, any third party.

- 29. <u>Captions and Section Headings.</u> Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 30. <u>Construction.</u> This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
- 31. <u>Governing Law.</u> This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in a court of competent jurisdiction in and for Alachua County, Florida.
- 32. Human Trafficking Affidavit of No Coercion for Labor or Services.
  - 32.1. Section 787.06(13), Florida Statutes, requires any governmental entity when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.
  - 32.2. The Owner will certify this understanding, obligation, through the execution and notarization of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Addendum as **Exhibit "B"**.
- 33. **No Third Party Reliance**. Nothing in this Agreement is intended to create an obligation on the part of either Owner or County in favor of any third party, and no third party is entitled to rely upon any of the obligations, representations, or other provisions within this Agreement.
- 34. **No Recordation**. Owner and County hereby acknowledge that neither this Agreement nor any memorandum or affidavit thereof shall be recorded of public record. Should County ever record or attempt to record this Agreement, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by County hereunder, and, in addition to the other remedies provided for herein, Owner shall have the express right to terminate this Agreement by filing a notice of said termination in the public records.
- 35. <u>Electronic Signatures</u>. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which

electronic signatures may be used to execute this Agreement and shall provide the Owner with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

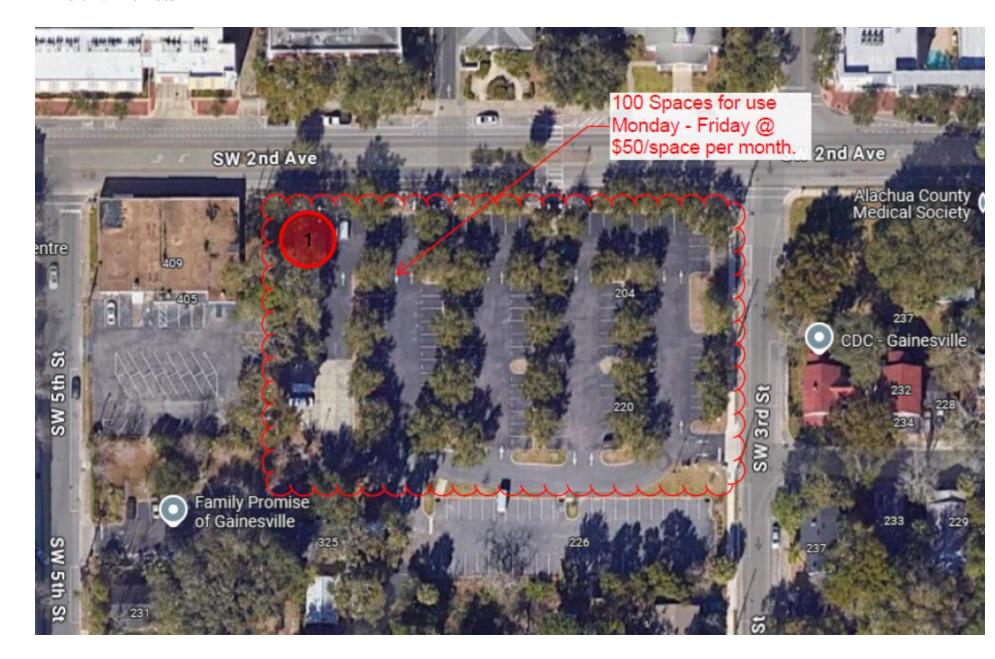
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

# ALACHUA COUNTY, FLORIDA

By:
Michele Lieberman
County Manager
Date:
APPROVED AS TO FORM
Alachua County Attorney's Office
OWNER Dick Rawler By:
Date: 4/3/2025
OWNER By:  Name Printed:  Head of Trustees
Date: 4/3/2025

**Exhibit A: Premises** 



Page 1

# Exhibit A:

# AFFIDAVIT OF NO COERCION PURSUANT TO §787.06, FLORIDA STATUTES

State of Florida				
County of Alachua				
I,[insert full legal name of the person providing this affidavit], as  [insert corporate title of the person providing this affidavit] of the First				
Presbyterian Church of Gainesville, Inc. having taken an oath, deposes and says:				
I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not pon information or belief				
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the First Presbyterian Church of Gainesville, Inc				
I attest and affirm that First Presbyterian Church of Gainesville, Inc. does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.  This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.				
Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.				
Signature				
Name Printed				
Date Signed				



#### **Certificate Of Completion**

Envelope Id: 0D48F19B-9310-4D5C-B766-DB383C0256A5

Subject: Complete with Docusign: 14641 Rental AGREEMENT bw AC and First Presbyterian Church of Gainesvil...

Source Envelope:

Document Pages: 12 Signatures: 2 Envelope Originator:

Certificate Pages: 5 Initials: 0 Thomas (Jon) Rouse

AutoNav: Enabled trouse@alachuacounty.us

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

IP Address: 163.120.80.11

Status: Completed

#### **Record Tracking**

Status: Original Holder: Thomas (Jon) Rouse Location: DocuSign

4/3/2025 11:37:21 AM trouse@alachuacounty.us

Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: Alachua County Location: Docusign

# Signer Events Signature Timestamp

Dick Rauber

drauber@me.com

Clerk of Session

Security Level: Email, Account Authentication

Signed by:

Signed by:

Viewed: 4/3/2025 11:49:02 AM

Viewed: 4/3/2025 11:50:15 AM

Signed: 4/3/2025 12:03:29 PM

(None) Signature Adoption: Pre-selected Style
Using IP Address: 24.129.176.210

#### **Electronic Record and Signature Disclosure:**

Accepted: 4/3/2025 11:50:15 AM ID: b29d93c6-3b57-4cce-a50d-4e4a03e1f318

Ken Mears

kmears13@gmail.com Head of Trustees

Security Level: Email, Account Authentication

(None)

258C03D763C7465...

Signature Adoption: Drawn on Device Using IP Address: 184.184.226.147

Sent: 4/3/2025 12:03:31 PM Viewed: 4/3/2025 12:21:28 PM Signed: 4/3/2025 12:27:13 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 4/3/2025 12:21:28 PM

ID: 255ba0a4-97b0-4db2-89bf-e05ff0e60486

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
travis Parker	CODIED	Sent: 4/3/2025 12:27:14 PM

COPIED

tparker@alachuacounty.us

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 4/2/2025 8:28:48 AM

ID: 412eba24-cd7a-4379-85ee-4c4c43b74bb1

Sent: 4/3/2025 12:27:14 PM Viewed: 4/3/2025 12:31:51 PM

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	4/3/2025 11:49:02 AM	
Certified Delivered	Security Checked	4/3/2025 12:21:28 PM	
Signing Complete	Security Checked	4/3/2025 12:27:13 PM	
Completed	Security Checked	4/3/2025 12:27:14 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (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 Alachua County:**

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: mguidry@alachuacounty.us

# To advise Alachua County 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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

# 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 Alachua County 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 Alachua County during the course of your relationship with Alachua County.