



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal Department: Public Affairs

Delivered by: Karla Fernandez
Name

Date of Transmittal: 03/14/2024

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Deed |
| <input type="checkbox"/> Renewal Letter | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Work Order | <input type="checkbox"/> Trespass Affidavit |
| <input type="checkbox"/> Special Magistrate Order | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Vehicle Title | _____ |

Is this to be recorded with Miami-Dade County Yes No

Is this record: Capital Improvement Non-Capital Improvement

Contract / Agreement Termination Date: NA

Description of Record Copy: Miami Today Contract – Annual Purchase of Ad (under \$5,000) in publication as part of their Doral Special Section

Approved by Council: Yes No Council Meeting Date: NA
(Provide Resolution / Ordinance / Minutes attached when applicable)

Non-Council Item: Annual Purchase of Ad (under \$5,000) in publication as part of their Doral Special Section
(Provide a brief explanation of the reason / need for the purchase, service, etc.)

Budgeted Funds: Yes No Account No.: 001.1150.519.500481 FY: 23-24

Procurement Use Only

JL

Reviewed: _____

City Clerk's Office Use Only

CS

Received: _____

City Attorney's Office Use Only

JG

Received: _____

MIAMI TODAY

A Singular Voice in an Evolving City

2000 S. Dixie Hwy, Suite 105A • Miami, FL 33133 • (305) 358-1008

Retail Advertising Purchasing Agreement 2024

Effective July 2024 to July 2024

this Agreement is between MIAMI TODAY and
City of Doral

Located at: 8401 NW 53rd Terr. Doral, FL 33166

Attn: Maggie Santos. E-mail: maggie.santos@cityofdoral.com Phone number 305-593-6678

Which for the purpose of this Agreement is to be known as the "ADVERTISER."

ADVERTISER agrees to purchase advertising space and related materials and services at the minimum size, frequency and duration as indicated below and MIAMI TODAY agrees to charge the rates and discount the rates in return for the ADVERTISER'S obligation, as stated below. These charges and discounts are intended to be in strict accordance with MIAMI TODAY'S written Media Kit, effective 01/01/2023, which is part and parcel to this Agreement. The ADVERTISER and MIAMI TODAY agree to conduct their business in accordance with the rates, discounts, commissions, terms, and conditions set forth in the Miami Today Media Kit and in this Advertising Purchase Agreement.

1) Start issue Date:	July 25, 2024 (Doral Special Section)
2) Continuing Dates	
3) Page size:	3/8 page. 10" across x 6" down. Full color
4) Number of insertions (issues):	1 insertion
5) Duration of Agreement	1 ad
6) Gross Space Cost per ad	\$4203.97
7) Plus Full Color	\$600.00
8) Subtotal per ad	\$4803.97
 Total for 1 ad	 \$4803.97

The cost of each advertisement/insertion may vary from the above due to, but not limited to, changes in size and frequency, the purchase of extra services and materials and discounts for cash payments, all in accordance with the Miami Today Media Information Booklet.

Steve Roseberry
Authorized Agent's Name/Title (Please print)

Initials
Prepared by: Carmen Betancourt-Lewis
Vice-President

Steve Roseberry
* Signature

3/27/2024
Date

Accepted by Miami Today:
[Signature]

3/26/2024
Date

Signature
*Signature states

ADVERTISER'S acceptance of all Terms and Conditions (page(s) 1 and 2) of this Agreement
Page one (1) of two (2) of the Agreement

Terms and Conditions

1. With approved credit, payment is due upon receipt of invoice. Payments made later than 30 days after invoice date will be assessed a 1.5% interest charge per month and a \$10 per month billing charge.

2. If advertising ordered is to be billed to an Agency, payment to Miami Today must be made in a timely manner by the Agency. If billing is to be paid by the Client, both the Agency and the Client must sign the contract and both accept responsibility for timely payment under its' Terms. All Terms and Conditions of the Contract shall apply to both the Client and the Agency.
3. To maintain any Agency, frequency and/or cash discounts, advertising must be paid within 30 days of invoice date. Advertising more than 30 days past due will not be entitled to any discounts from the current open rate and subject to a monthly \$10 billing charge plus a finance charge at the maximum allowable under Florida law, until paid in full.
4. Miami Today may, at its discretion, void any contract for which payment is more than 30 days past due.
5. Miami Today agrees to maintain the rates in this Contract for its full term as long as payments are timely. Cancellation of the Contract is accepted only in writing to the Advertising Manager up to, but no later than, 12:00 Noon, Tuesday, the publication date. Cancellations requested after the noon deadline will not be honored and Advertiser's are liable for payment of the advertisement.
6. Advertisers who fail to complete their Contracts will immediately become liable for the difference between the rates their Contract states and the newspaper's current open advertising rate for all advertising placed under the Contract.
7. All Advertising Agreements are accepted subject to the Publisher's approval.
8. All advertisements are accepted and published upon the representation that the agency and/or client are authorized to publish the entire contents and subject matter thereof. In consideration of the Publisher's acceptance of such advertisements for publication, the agency and/or client will indemnify and save the publisher harmless from any loss or expense resulting from claims or suits based upon the contents or subject matter of such advertisements, including claims or suits for defamation, libel, violation of right of privacy, plagiarism and copyright infringement.
9. The Advertiser agrees to indemnify the publisher for all expenses it may incur to enforce collection of any amount due under this Agreement, and the Advertiser agrees to pay all attorney fees and collection, whether before trial, at trial, or any appellate proceedings. In the event any claims, disputes or litigation involving this contract, its interpretation or enforcement become necessary, the dispute shall be determined or resolved in Miami-Dade County Court in Florida. Additionally, in the event that either party to this agreement fails to comply with their obligations of this agreement, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred – including attorneys fees on appeal.
10. The Advertiser assigns to Miami Today all rights of ownership in all advertisements designed or created by the Publisher. The Advertiser grants Miami Today a non-exclusive license to publish camera-ready advertisements supplied by the Advertiser.
11. This Agreement may be modified or rescinded only in writing and signed by the parties.
12. The party executing this Agreement on behalf of the Advertiser warrants that he/she has full power and authority to enter into and perform this Agreement and has been properly authorized and empowered to do so.

I understand and agree to the above terms.

Signature



Date

3/26/2024