

# Public Artist Project Detail Sheet

Form should be completed by Business/Organization

Applicant Name: NSC 8th Ave., LLC Form Completed: 1/20/2025

Applicant Address: 1525 NE 8th Avenue Ocala, FL 34470

Applicant email: storage1@neighborhoodstorage.com Applicant phone: 352-414-1645

Purpose of Proposed Public Art: Continue the positive impact of public art along the 8th Ave Corridor.

Dimensions of surface/area: 100' x 10' Surface type: Corrugated Metal

Artist(s): Justin Alsedek Date(s) of work/installation: TBD

Location of Public Art (including address/site photos): 1521-1543 NE 8th Ave.  
Ocala, Florida 34470

Choose: ☐ Indoor ☒ Outdoor

Start Date/Time: TBD End Date/Time: TBD

Working Hours: 8-10 hr. days

Insurance: ☒ Waiver approved Property Owner

☒ Artist COI Attached *Artist will provide COI prior to start of work*

## Additional Info

Is artist represented by an agent? ☐ Yes ☒ No

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Individual Artist/Collaborative - Provide Details: \_\_\_\_\_

Has the artist(s) completed projects of this caliber:

☒ Yes ☐ No

Have they worked in this same medium:

☒ Yes ☐ No

Do they have experience applying clear-coating:

☒ Yes ☐ No ☐ NA

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Provide Product Experience: I have used Golden MSA Varnish for all my outdoor murals.

Its a very High quality product that has UV protection as well as weather protection.

As a part of the project the artist(s) will be applying the clear-coating: ☒ Yes ☐ No

If no, who will be or why is it not needed? \_\_\_\_\_

As a part of project completion, the artist(s) will secure and provide all product warranties to the Owner? ☒ Yes ☐ No

Is this artist scheduled to work/install additional public art during or near this timeframe?

☐ Yes ☒ No

Where/When: \_\_\_\_\_

How long has the artist been working on public art of this caliber and size: 5 Years

How many pieces of this caliber and size: 4

Where have they installed public art: Reilly Art Center (Ocala), City Hall (Brookesville)

Awards/Publications: Ocala Mag. Best Visual Artist 2023, He has won 22 awards at a variety of fine art festivals and gallery shows including multiple Best of shows, first place and awards of excellence. Multiple appearances in Star Banner and Ocala Mag.

What other artists were researched/reached out to for this project: NA

How did you find this artist? Tenant at location

Artist Roster \_\_\_\_\_

### Equipment/Assets/Site Preparation

Equipment Required: Boom Lift

Clear-Coating (be specific including number of layers: 1 - 2 coats of Golden MSA Varnish

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Other Materials: Behr Exterior House Paint, Brushes

Surface/Site Preparations (and who will provide this): Artist will use a Primer for metal

Has the artist provided a concept rendering/notation:

☒

Yes

☐

No

Is the Concept Development part of the proposed project:

☐

Yes

☒

No

Are there Partner Organizations/businesses part of the project:

☐

Yes

☒

No

Organization(s): \_\_\_\_\_

Is community input a part of the project:

☐

Yes

☒

No

How will this be accomplished: \_\_\_\_\_

When: \_\_\_\_\_

Are there any sponsors/donors:

☐

Yes

☒

No

List them: \_\_\_\_\_

Sponsor/Donor Recognition (Benefits): \_\_\_\_\_

Does this project require Engineering/other approval:

☐

Yes

☒

No

Why? \_\_\_\_\_

What type of ownership of the property:

☒

Private

☐

Non-Profit

Has an MOU been secured? Please see Mural Agreement

Is this an FDOT Coordinated Project?

☐

Yes

☒

No

☐

Not Sure

Details: \_\_\_\_\_

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Is this replacing an existing Public Art Piece:

☐

Yes

☒

No

What type of maintenance is needed for this piece? reapply varnish in 5-10 years

For how long? 5-10 years

Warranty Period: 3 years

Artist availability/cost for maintenance (if applicable): yes/ Market rate

If maintenance not provided by artist, what is the maintenance plan/timeline? \_\_\_\_\_

Marketing Materials Requested:

☒

Press Release

☐

Postcard

☐

Brochure

☐

Social Media

☐

FL Mural Trail

☐

FL Assoc. of Public Art

Photography/Videography Details: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_



## MURAL AGREEMENT

This Mural Agreement ("Agreement") is entered into as of this 20th day of January, 2025, by and between NSC 8th Ave., LLC, a Florida limited liability company ("Property Owner"), and Justin Aldesek, an independent artist ("Artist").

### RECITALS

WHEREAS, the Property Owner wishes to commission a mural at 1521 NE 8th Avenue, Ocala, FL 34470 ("Property"); and

WHEREAS, the Artist agrees to create and install a mural ("Mural") in accordance with the terms of this Agreement; and

WHEREAS, both parties desire to set forth their respective rights and obligations regarding the creation, installation, and maintenance of the Mural.

### AGREEMENT

#### SCOPE OF WORK

- a. The Artist shall design and install the mural depicted in Exhibit A, attached hereto, on the exterior wall of the Property as agreed upon by both parties.
- b. The Mural shall be completed in accordance with the approved design and specifications provided in Exhibit A.
- c. The Artist shall use durable, weather-resistant materials suitable for long-term outdoor display.

#### COMPENSATION

- a. The Property Owner shall pay the Artist a total fee of \$22,000.00, as outlined in Exhibit B (attached project expense breakdown), payable as follows:
  - i. 30% (\$6,600.00) upon execution of this Agreement.
  - ii. 40% (\$8,800.00) upon completion of 50% of the Mural.
  - iii. 30% (\$6,600.00) upon final completion and acceptance by the Property Owner.
- b. Payments shall be made by check or electronic transfer as agreed by both parties.

## TIMELINE

- a. The Artist shall commence after approval of East Ocala CRA Grant.
- b. The Mural shall be completed no later than December 31, 2025, subject to delays caused by weather or unforeseen circumstances.

## CONTINGENCY CLAUSE

- a. This Agreement is contingent upon approval of a matching grant from the City of Ocala East Ocala CRA Program.
- b. If the grant is not approved, the Property Owner reserves the right to cancel the contract without penalty or obligation.

## MATERIALS & EQUIPMENT

- a. The Artist shall be responsible for providing all materials, tools, and equipment necessary for the completion of the Mural.
- b. The Property Owner shall provide access to the site and necessary utilities (e.g., water and electricity) for the installation of the Mural.

## OWNERSHIP & INTELLECTUAL PROPERTY

- a. The Mural shall become the property of the Property Owner upon completion and full payment.
- b. The Artist retains the copyright to the Mural but grants the Property Owner an irrevocable, royalty-free license to use images of the Mural for promotional and commercial purposes.
- c. The Artist may use images of the Mural for portfolio and marketing purposes, provided that such use does not misrepresent ownership rights.

## WARRANTY & MAINTENANCE

- a. The Artist warrants that the Mural will be free from defects in materials and workmanship for three (3) years from the date of completion.
- b. The Artist shall review the Mural at five years after completion and provide a quote for necessary maintenance at the then market rate, to be negotiated with the Property Owner.
- d. The Property Owner agrees to take reasonable steps to protect the Mural from vandalism or damage.

## INSURANCE REQUIREMENTS

a. The Artist shall maintain the following insurance coverage and provide proof of insurance upon request:

i. General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.

ii. Workers' Compensation: In accordance with Florida state requirements.

Employer's Liability (if necessary): \$1,000,000 per Occurrence

Automobile Liability (if necessary): \$500,000 for Owned, non-owned and hired motor vehicles

b. The certificate holder shall be NSC 8th Ave., LLC at 2441 NE 3rd St, Suite 201, Ocala, FL 34470.

c. All insurance certificates must include the following language: "NSC 8th Ave., LLC is named as additional insured with respect to all activities related to insured's business at 1521 NE 8th Avenue, Ocala, FL 34470."

d. All certificates must carry a 30-day cancellation notification requirement.

## TERMINATION

a. Either party may terminate this Agreement upon ten (10) days' written notice if the other party materially breaches any provision of this Agreement.

b. In the event of termination by the Property Owner without cause, the Artist shall be compensated for work completed up to the date of termination.

## INDEMNIFICATION & LIABILITY

a. Artist agrees to indemnify and hold Property Owner harmless from and against all claims for damages or loss to property or personal injury and all costs including attorney fees arising from Artist's activities on Property, from any activity, work, or thing done, permitted, or suffered by Artist, Artist's employees, or customers in or on Property, or from causes of action arising directly or indirectly from this agreement or any renewal or extension thereof. Should any of Property Owner's employees or representatives perform any services for Artist, such person(s) shall be deemed to be Artist's agent(s), regardless of whether payment for such service is made or not and Artist agrees to hold Property Owner harmless from all liabilities in connection with or arising, directly or indirectly, from such services performed. Notwithstanding that Property Owner shall not be liable for such occurrences; Artist agrees to notify Property Owner immediately upon the occurrence of any injury, damage, or loss suffered by Artist or other person in any such circumstances.



## GOVERNING LAW & DISPUTE RESOLUTION

- a. This Agreement shall be governed by the laws of the State of Florida.
- b. Any disputes arising under this Agreement shall first be subject to mediation. If mediation is unsuccessful, disputes shall be resolved in the appropriate court located in Marion County, Florida.

## MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.
- b. Any amendments to this Agreement must be in writing and signed by both parties.
- c. If any provision of this Agreement is found to be invalid, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

### PROPERTY OWNER:

NSC 8th Ave., LLC


By: 

Name: Todd Rudniak

Title: mgr

Date: 1/20/25

### ARTIST:

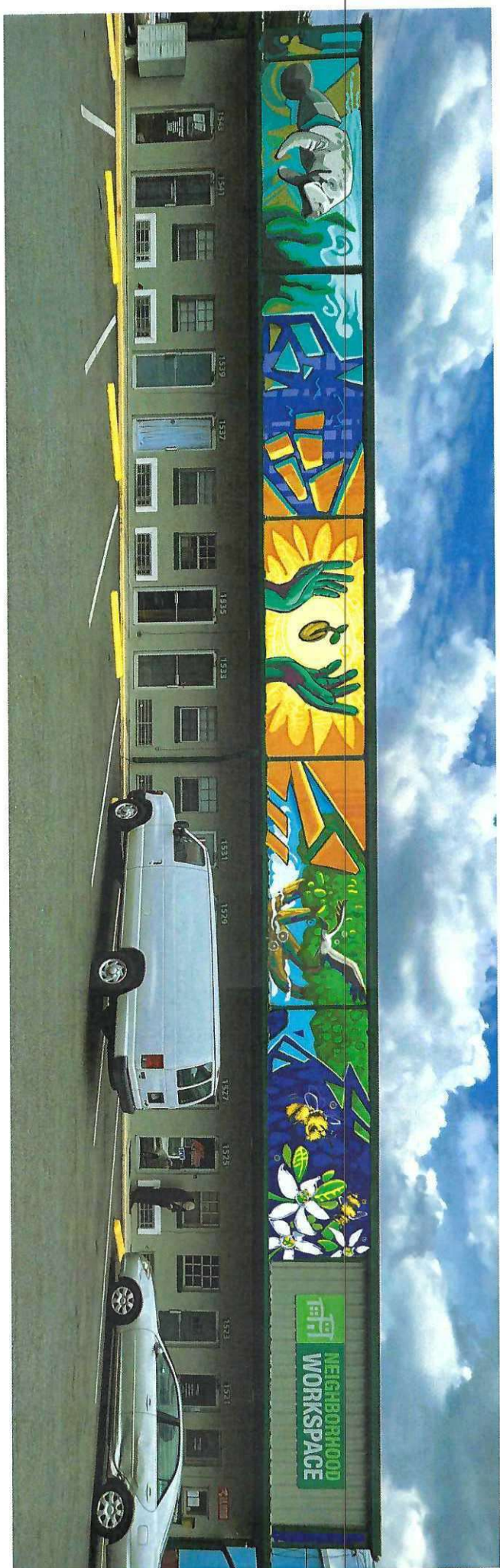
By: 

Justin Aldesek

Date: 1/20/25



Exhibit A





# NEIGHBORHOOD WORKSPACE MURAL PROJECT BUDGET PROPOSAL

## PROJECT EXPENSE BREAKDOWN

Description	
Labor	\$17,000.00
Lift Rental	\$2000.00
Paint, Varnish, Brushes, Misc supplies	\$2,500.00
Design Fee	\$500.00
<b>Total</b>	<b>\$22000.00</b>



### The Gypsea Arts Guarantee:

I am an artist consumed with the passion to create, to push myself and improve my skills/quality with each new project. I always strive to exceed the expectations of my client and guarantee a piece of art that you and the people of Ocala can enjoy for a long time.



Email: [gypseaarts8318@gmail.com](mailto:gypseaarts8318@gmail.com)  
 Website: [Gypsea-Arts.com](http://Gypsea-Arts.com)  
 Instagram: @Gypsea\_Arts  
 Facebook: Gypsea Arts