

## Consulting Agreement

This Consulting Agreement ("Agreement") is made effective as of June 07, 2024, by and between \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and Into The Blue LLC, of \_\_\_\_\_, Miami, Florida 33161.

Into The Blue LLC has a background in Hospitality operations, structure and design. and is willing to provide services to \_\_\_\_\_ based on this background.

\_\_\_\_\_ desires to have services provided by Into The Blue LLC.

Therefore, the parties agree as follows:

**1. Description of Services.** Beginning on \_\_\_\_\_, Into The Blue LLC will provide the services (collectively, "Services") as referenced in the attached proposal.

**2. Performance of Services.** The manner in which the Services are to be performed and the specific hours to be worked by Into The Blue LLC shall be determined by Into The Blue LLC. \_\_\_\_\_ will rely on Into The Blue LLC to work as many hours as may be reasonably necessary to fulfill Into The Blue LLC's obligations under this Agreement.

**3. Payment.** \_\_\_\_\_ will pay a fee to Into The Blue LLC for the Services in the amount of \$0.00. This fee shall be payable in a lump sum 50% upfront. 50% upon projected completion.

**4. Expense Reimbursement.** Into The Blue LLC shall be entitled to reimbursement from \_\_\_\_\_ for all "out-of-pocket" expenses.

**5. Support Services.** \_\_\_\_\_ will provide the following support services for the benefit of Into The Blue LLC:

- Staff training

**6. New Project Approval.** Into The Blue LLC and \_\_\_\_\_ recognize that Into The Blue LLC's Services will include working on various projects for \_\_\_\_\_. Into The Blue LLC shall obtain the approval of \_\_\_\_\_ prior to the commencement of a new project.

**7. Term/Termination.** This Agreement shall terminate automatically upon completion by Into The Blue LLC of the Services required by this Agreement.

**8. Relationship of Parties.** It is understood by the parties that Into The Blue LLC is an independent contractor with respect to \_\_\_\_\_, and not an employee of \_\_\_\_\_. \_\_\_\_\_ will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Into The Blue LLC.

**9. Employees.** Into The Blue LLC's employees, if any, who perform Services for \_\_\_\_\_ under this Agreement shall also be bound by the provisions of this Agreement.

**10. Injuries and Insurance.** Into The Blue LLC acknowledges Into The Blue LLC's obligation to obtain appropriate insurance coverage for the benefit of Into The Blue LLC (and Into The Blue LLC's employees, if

any). Into The Blue LLC waives any rights to recovery from \_\_\_\_\_ for any injuries that Into The Blue LLC (and/or Into The Blue LLC's employees) may sustain while performing Services under this Agreement and that are a result of the negligence of Into The Blue LLC or Into The Blue LLC's employees.

**11. Indemnification.** \_\_\_\_\_ agrees to indemnify and hold harmless Into The Blue LLC from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Into The Blue LLC that result from the acts or omissions of \_\_\_\_\_, \_\_\_\_\_'s employees if any, and \_\_\_\_\_'s agents.

**12. Intellectual Property.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

(a) **Consultant's Intellectual Property.** Into The Blue LLC does not personally hold any interest in any Intellectual Property.

(b) **Development of Intellectual Property.** Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Into The Blue LLC (or Into The Blue LLC's employees, if any) during the term of this Agreement shall be the property of \_\_\_\_\_. Into The Blue LLC shall sign all documents necessary to perfect the rights of \_\_\_\_\_ in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, Into The Blue LLC shall sign all documents necessary to assign the rights to such Intellectual Property to \_\_\_\_\_. Into The Blue LLC agrees to assign to \_\_\_\_\_, without further consideration, its entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each invention idea, developed within the scope of this Agreement, for \_\_\_\_\_, whether or not patentable. In the event any Intellectual Property shall be deemed by \_\_\_\_\_ to be patentable or otherwise registrable, Into The Blue LLC shall assist \_\_\_\_\_ (at \_\_\_\_\_'s expense) in obtaining letters of patent or other applicable registrations thereon and shall execute all documents and do all other things (including testifying at \_\_\_\_\_'s expense) necessary or proper to obtain letters of patent or other applicable registrations thereon and to vest \_\_\_\_\_, or any affiliated company specified by the board, with full title thereto.

**13. Confidentiality.** \_\_\_\_\_ recognizes that Into The Blue LLC has and will have the following information:

- Inventions
- Products
- Future plans
- Business affairs
- Customer lists
- Product design information
- Copyrights

and other proprietary information (collectively, "Information") which are valuable, special, and unique assets of \_\_\_\_\_ and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Into The Blue LLC agrees that Into The Blue LLC will not at any time or in any manner, either directly or indirectly, use any Information for Into The Blue LLC's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of \_\_\_\_\_. Into The Blue LLC will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**14. Unauthorized Disclosure of Information.** If it appears that Into The Blue LLC has disclosed (or has threatened to disclose) Information in violation of this Agreement, \_\_\_\_\_ shall be entitled to an injunction to restrain Into The Blue LLC from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. \_\_\_\_\_ shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**15. Confidentiality After Termination.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**16. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

If for Into The Blue LLC:

Into The Blue LLC  
Bradley Gorman  
Owner

\_\_\_\_\_  
Miami, Florida 33161

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**17. Entire Agreement.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**18. Amendment.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**19. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**20. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**21. Applicable Law.** This Agreement shall be governed by the laws of Florida.

**22. Interruption of Service.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but

not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of 30 days, either party shall have the right to terminate this Agreement upon 10 days prior written notice to the other party.

**23. Assignment.** Into The Blue LLC agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of \_\_\_\_\_. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of \_\_\_\_\_ with, or its merger into, any other corporation, or the sale by \_\_\_\_\_ of all or substantially all of its properties or assets, or the assignment by \_\_\_\_\_ of this Agreement and the performance of its obligations hereunder to any successor in interest or any affiliated company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**24. Signatories.** This Agreement shall be signed on behalf of \_\_\_\_\_ by \_\_\_\_\_, and on behalf of Into The Blue LLC by Bradley Gorman and effective as of the date first above written.

The Party Receiving the Services:

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

The Party Providing the Services:

Into The Blue LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Bradley Gorman  
Owner