



# LUXURY YACHT ADVISOR, ADVISORY AGREEMENT

## THIS ADVISORY AGREEMENT (the "Agreement")

dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### BETWEEN:

**Client**

(the "Client")

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**Advisor**

(the "Advisor") Jared L. Mikacich

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### BACKGROUND

1. The Client is of the opinion that the Advisor has the necessary qualifications, experience, and abilities to provide Advisory services to the Client.
2. The Advisor is agreeable to providing such Advisory services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Advisor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### Services Provided

1. The Client hereby agrees to engage the Advisor to provide the Client with the following Advisory services (the "Services"):
  - a. Research yachts (new, used, new builds / Shipyards), Facilitate; Finding / Inspect / Sea Trial / Survey / legal / Insurance / Documentation / Transportation / mooring or Dockage and Management Placement.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Advisor hereby agrees to provide such Services to the Client.



## **Term of Agreement**

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. Either party will have the right to terminate the contract early by giving at least 15 days' notice in writing to the other party.

## **Performance**

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **Currency**

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **Compensation**

The Advisor will charge the Client for the Services as follows (the "Compensation").

1. \$10,000 Retainer (due when initiating this contract)
2. \$200.00 Hour (one-hour minimum per billing occurrence)
3. \$800.00 Per Travel Day (travel exceeding 4 hours)
4. Terms (Standard billing is bi-monthly, NET 15-invoice date)
5. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Advisor will be entitled to all billed hours, and applicable expenses prior to the date of termination, provided that there has been no breach of contract on the part of the Advisor.
6. The Compensation as stated in this Agreement does not include sales tax or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.



## **Reimbursement of Expenses**

1. (The "Expenses") Reasonable and necessary expenses incurred by the Advisor in connection with providing the Services.
2. All travel, accommodations, and applicable expenses are billed back to the Client at cost.
3. When flying internationally we reserve the option to fly business class, and request prepayment.

## **Confidentiality**

1. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause detriment to the Client.
2. The Advisor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Advisor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Client to the Advisor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Advisor.

## **Ownership of Intellectual Property**

1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is solely developed or produced by the Client under this Agreement will be the sole property of the Client. The use of this Intellectual Property by the Client will not be restricted in any manner. The Intellectual Property created solely by the Advisor or with the Advisor's contribution during this Agreement will be jointly owned Intellectual Property.
2. The Advisor may not use the Client's sole Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.



## **Return of Property**

1. Upon the expiration or termination of this Agreement, the Advisor will return to the Client any documentation, records, or Confidential Information which is the property of the Client. Documents, copies, or records that include advice and specific information developed and contributed by the Advisor and deemed not the sole property of the Client can be copied and filed with the Advisor.

## **Capacity/Independent Contractor**

1. In providing the Services under this Agreement it is expressly agreed that the Advisor is acting as an independent contractor and not as an employee. The Advisor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Advisor during the Term. The Advisor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Advisor under this Agreement.
2. The Advisor will not make any financial commitments on behalf of the Client and or be liable for any financial commitments made by the Client.

## **Notice**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing or electronically and or personally delivered to the Parties at the following addresses:
  1. Address provided upon request  
or: [Jared@luxuryyachtadvisor.com](mailto:Jared@luxuryyachtadvisor.com)
  2. \_\_\_\_\_  
\_\_\_\_\_

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally or electronically, (b) two days after being deposited



with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

### **Indemnification**

1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the term of the Services specified in this agreement but shall not extend past 3 years pursuant to the fulfillments of these Services.

### **Modification of Agreement**

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Time of the Essence**

1. Time is of the essence in this Agreement. Both parties agree to conduct themselves in a timely and professional manner. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

1. The Advisor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.



## **Entire Agreement**

1. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

## **Enurement**

1. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **Titles/Headings**

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **Gender**

1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **Governing Law**

1. This Agreement will be governed by and construed in accordance with the laws of the State of California, in the country of United States (USA).

## **Severability**

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **Waiver**

1. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.



**IN WITNESS WHEREOF** the Parties have duly affixed their E-Signatures on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Client)

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(Advisor) *Jared L. Mikacich*

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