

EXPLORE  
GEORGIA

# Events & Festivals in a Post COVID-19 World

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# Disclaimer & Caveats

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The information provided is for educational purposes only. Legal issues discussed are presented in a general way for education. You are advised to seek counsel for your own legal and contracting needs. Nothing herein should be construed as legal advice. No privilege attaches to anything communicated between us.

In other words, I am a lawyer. I am not your lawyer.

# Oh, the Places We'll Go

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COVID-19'S HERE



CONTRACTS POST  
COVID-19



BEST PRACTICES POST  
COVID-19

# COVID-19's Here...

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WHAT TO DO WITH OUR EVENTS?



# Choices, Choices

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**Postpone:** Reschedule to another date

**Pivot:** Change the nature of the event

**Cancel:** Wait until there is more certainty or the crisis is over

HOME > MOVIES > FILM FESTIVALS

# SXSW festival officially canceled over coronavirus concerns

By Nick Romano | March 06, 2020 at 05:08 PM EST

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- More



# Chattanooga Film Festival launches virtual film fest due to COVID-19

MEGHAN O'DEA *Lonely Planet Writer* 7 MAY 2020



A VIP badge for a past year of the Chattanooga Film Festival © Katy Howard / Lonely Planet

# WHO Event Risk Assessment

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1. Assess the **intensity and transmission rate of COVID-19** in the country (and presumably state, for the U.S.) **where you are considering holding the event**. What is the trend?
2. Evaluate **key characteristics of the event** and their effect on transmission of COVID-19: **venue, participants, activities, duration of event, and capacity of the local health system** to detect and manage cases of COVID-19.
3. Understand **public health prevention and control measures** that will require **modification of event characteristics**, as well as preparation for and response to a **COVID-19 outbreak**.
4. Assign an **overall numerical score to each risk factor** to assess whether to move forward, postpone, or cancel.
5. If the event is held, **share the lessons learned** with the event community and public health.

# Risk Matrix

<b>Risk Factor</b>	<b>A (1-10)</b>	<b>Control Factor</b>	<b>B (1-10)</b>	<b>Overall Risk Score (A-B)</b>
Indoor Venue	6	Limited attendance	3	3 (Low Risk)
Youth Population	3	Hand sanitizer, hand washing stations	2	1 (Low Risk)
Much interaction	7	Mask mandate	3	4 (Medium Risk)
Two-day event	8	Cleaning protocol	3	5 (Medium Risk)
Hospital beds maxed out	9	Hotel housing less critical patients	2	7 (High Risk)



## STATEMENTS ABOUT LIVE EVENTS AND THE PANDEMIC

Agree



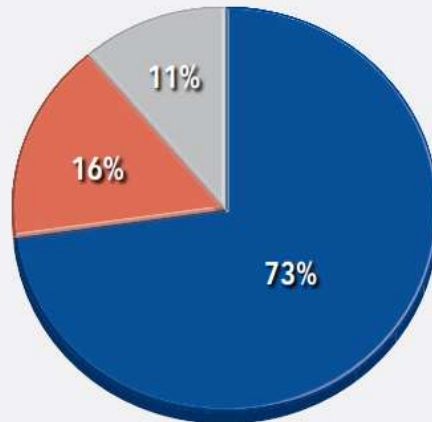
Disagree



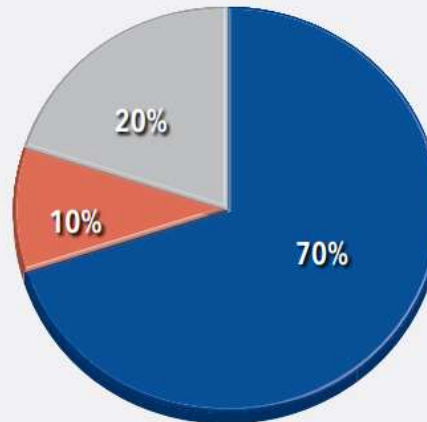
Not sure



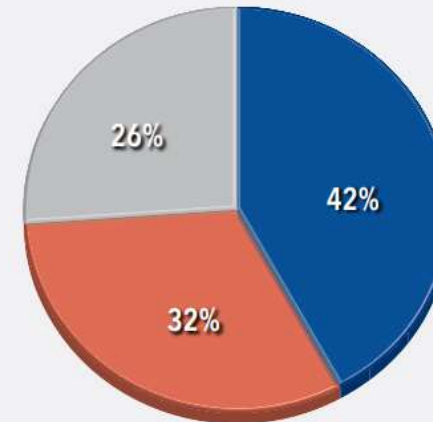
"ALTERNATIVES SUCH AS LIVESTREAMING OR VIRTUAL EXPERIENCES ARE NO SUBSTITUTE FOR LIVE EVENTS"



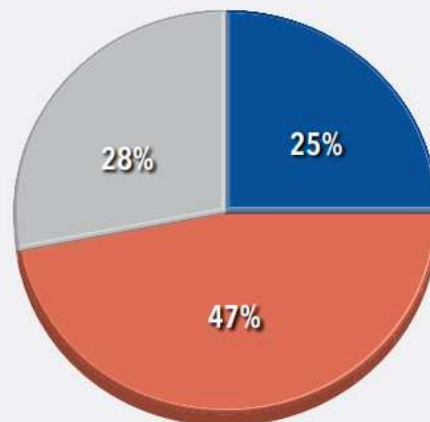
"WHEN THIS PANDEMIC IS OVER I WILL BE VERY MOTIVATED TO TAKE PART IN LIVE EVENTS"



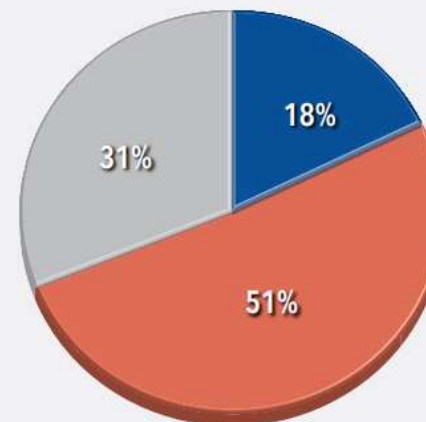
"GOVERNMENTS SHOULD FINANCIALLY SUPPORT LIVE EVENTS TO HELP THEM RESUME AS SOON AS POSSIBLE"



"I WOULD PAY MORE TO ATTEND A LIVE EVENT IF SOCIAL DISTANCING MEASURES MEANT THAT FEWER PEOPLE COULD ATTEND"



"I WILL NOT ATTEND ANY LIVE EVENTS UNTIL THERE IS A VACCINE FOR COVID-19"



2020 Return to Live Events Survey, Enigma Research

# Postponement

- Put it in writing (and not just an e-mail!).
- Agree on new dates, space, rates, service charges, fees, etc. Leave no stone unturned. Execute new contract or addendum.
- If any fee to be paid for postponement, specify how much, when to be paid, repercussions if not paid.
- Address with attendees what postponement means for tickets purchased, registration, etc.
- Program changes—entertainment, speakers, sponsors, etc.

# Cancellation v. Force Majeure

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## CANCELLATION

- “Voluntary” decision
  - Not beyond the control of the party cancelling
- Damages paid to venue, suppliers, entertainment
- Event cancellation insurance doesn't pay

## FORCE MAJEURE

- Beyond the control of the party
- Contract terminates, self-destructs
- No damages paid
- Event cancellation may cover losses

# Contracts Post COVID-19

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# Contracts Post-COVID-19

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- Cancellation
- Force Majeure
- Duty of care
- Indemnification
- Dispute resolution
- Space considerations



**There is nothing new under  
the sun but there are lots of  
old things we don't know.**

Ambrose Bierce

quote fancy

# Cancellation by Party

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Essentially: “This contract shall bind (Party). In the event that (Party) chooses not to be bound by contract, damages will be owed. This is how damages will be calculated subject to/not subject to mitigation. Cancellation damages are due and payable at this time, in this manner, provided these conditions have been met. Once cancellation damages have been paid and all other cancellation conditions are met, the parties have no further dealings under this contract.”

*Note: Not sample language*

# Force Majeure

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The performance of this Agreement by either party, in whole or in part, is subject to acts of God, war, government regulations, disaster, strikes, civil disorder, terrorism, interruption or curtailment of transportation, confirmed disease outbreak where the event is to take place or diseases exacerbated by transportation, (as evidenced by a Centers for Disease Control Warning Level 3 advising against nonessential travel to the area or similar travel warning by the U.S. State department or World Health Organization), or similar occurrences or emergencies making it illegal, impracticable, or impossible for either party to perform the services or provide the goods that are the subject of this contract.



# Force Majeure (continued)

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In such an event, prompt notice will be given by the party terminating pursuant to this Section. The party seeking termination of performance under this provision must exercise due diligence and take all reasonable steps to avoid, remove, and overcome the effects of the Force Majeure event. Either party may terminate this agreement up to twelve weeks prior to the meeting dates if such party reasonably believes that a force majeure event described in this provision will materially and adversely affect the event.

Should this Agreement be terminated due to a Force Majeure event as listed above, any party holding deposits will refund any deposits not already spent on event goods or services within ten (10) days of such notice to Group. Documentation for deposits spent on event goods or services must be received within ten (10) days of notice of Force Majeure if deposits are not to be returned.

# Duty of Care

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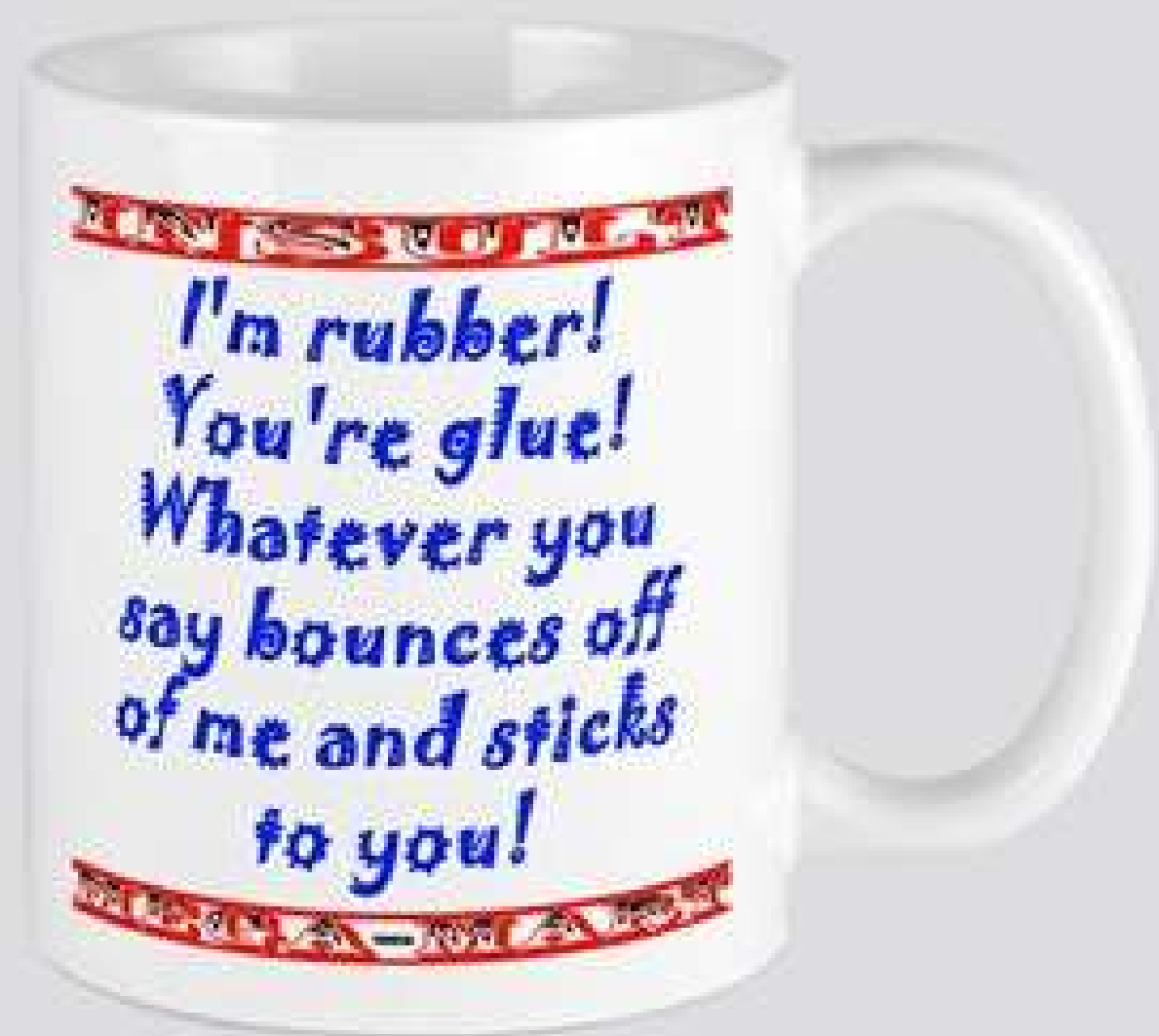
Not a separate clause, but a legal obligation which is imposed on a party requiring adherence to a [standard of reasonable care](#) while providing facilities and performing services that could [foreseeably harm others](#).

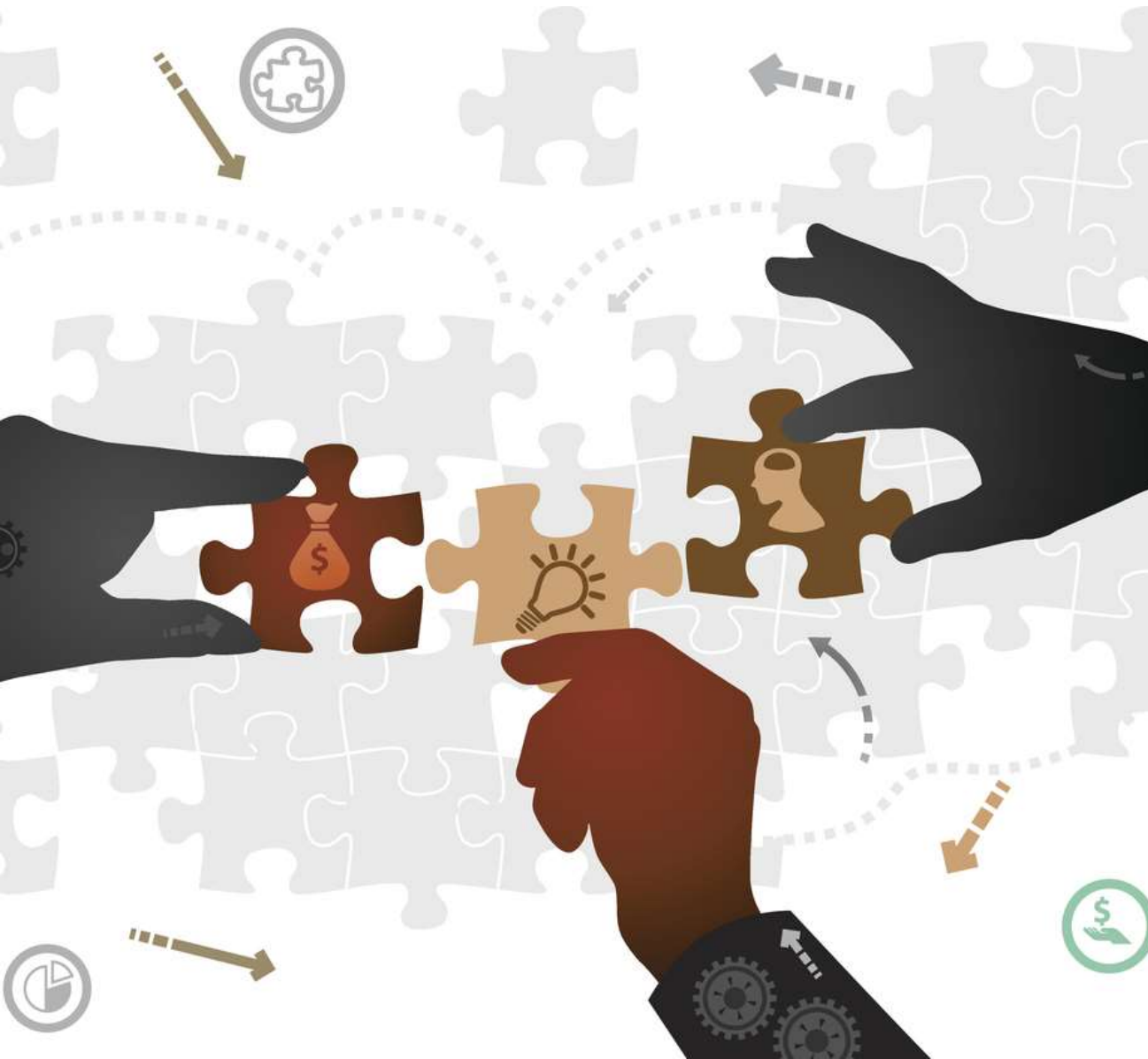
Legal obligation is to meet the [duty of care standard](#) of the locality, so following national or global standards (CDC, WHO) but note that state or local guidelines could be more restrictive.



# Indemnification

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# Dispute Resolution

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# Best Practices Post COVID-19

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ACT LIKE A SCOUT: BE PREPARED



# Safe Stay Guidelines

The Safe Stay initiative is designed to change hotel industry norms, behaviors and standards to ensure both hotel guests and employees are confident in the cleanliness and safety of hotels once travel resumes.

The AHLA Safe Stay Advisory Council is working in conjunction with public health experts, scientists, and medical leaders to develop a series of best practices for the industry, including the following:

- ▶ Enhanced cleaning standards throughout the hotel, including guest rooms, meeting spaces, common areas, and back-of-house spaces
- ▶ Superior cleaning products with a greater concentration of bacteria-killing ingredients, in accordance with CDC guidelines
- ▶ Social distancing practices and reducing person-to-person contact Increased transparency throughout the guest journey

**DOWNLOAD THE  
LATEST GUIDELINES** ▶



**ENHANCED INDUSTRY-WIDE  
HOTEL CLEANING STANDARDS**  
in response to COVID-19.

[www.ahla.com/staysafe](http://www.ahla.com/staysafe)

# Event Cancellation Insurance

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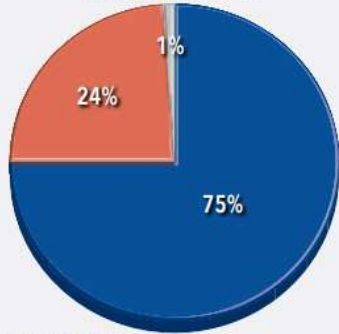
- Can pay for cancellation or lower revenues due to reduced attendance.
- If you had it pre-COVID-19, it may have paid in a force majeure situation, but “infectious or communicable diseases” are generally excluded unless you have a rider.
- Talk to your insurer.



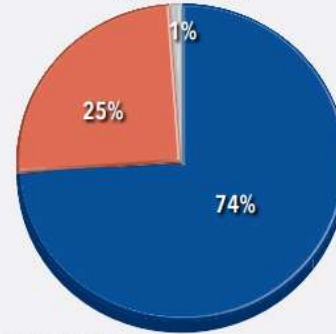
**EVENT SAFETY PRECAUTIONS AND CHANGE IN LIKELIHOOD TO ATTEND EVENTS**

More likely to attend ■ No difference ■ Less likely to attend ■

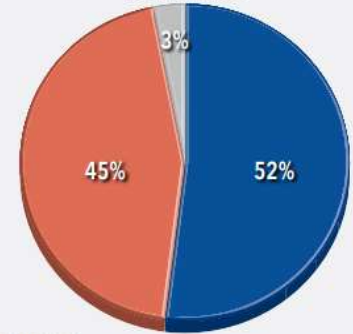
**HAND-WASHING OR SANITIZER STATIONS THROUGHOUT**



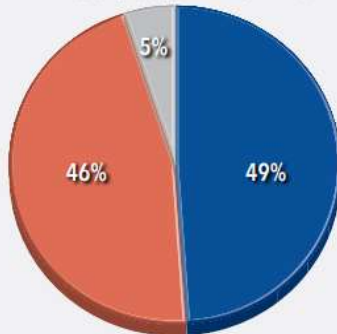
**EXTREME SANITATION AND CLEANING AT VENUES (INCLUDING RESTROOMS)**



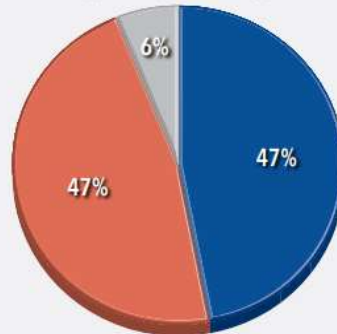
**FOOD WORKERS REQUIRED TO WEAR MASKS**



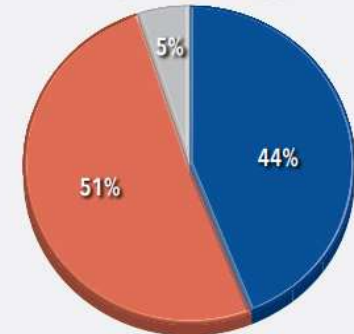
**CONTACTLESS PAYMENTS FOR ADMISSION, FOOD, AND MERCHANDISE**



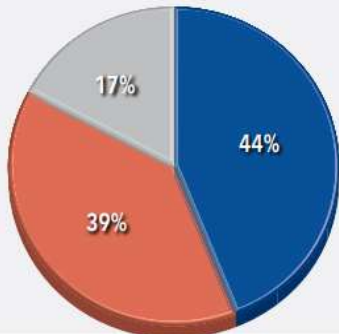
**CONTACTLESS SECURITY SCREENING AT ENTRANCES**



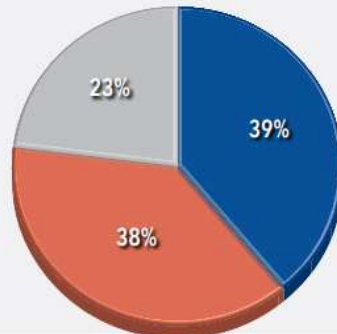
**ALL EVENT WORKERS REQUIRED TO WEAR MASKS**



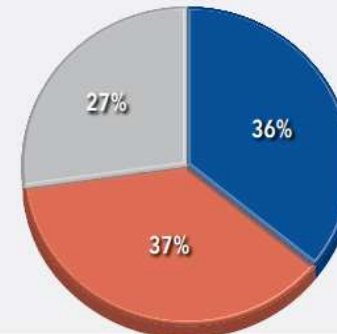
**ENFORCEMENT OF SOCIAL DISTANCING AT ENTRY AND PURCHASE POINTS**



**ENFORCEMENT OF SOCIAL DISTANCING BETWEEN ATTENDEES**



**ALL ATTENDEES REQUIRED TO WEAR MASKS**



2020 Return to Live Events Survey, Enigma Research



# Virgin Money Unity Arena (U.K.)

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# New Sponsorship Opportunities

## Branded Hand Sanitizer Stations

**SAFETY FIRST**  
PLEASE USE HAND SANITIZER TO HELP STOP THE SPREAD OF COVID-19  
APPLY HAND SANITIZER & RUB UNTIL HANDS FEEL DRY TO COVER ALL SURFACES WITH SANITIZER ONLY

**CHASE**

- AUTOMATIC TOUCH-FREE DISPENSER
- USP GRADE 75% ALCOHOL HAND SANITIZER
- FABRIC MADE FROM RECYCLED PLASTIC BOTTLES
- MADE IN USA

**AVAILABLE NOW!**



# FEMA Emergency Response Plan for Business



## Emergency Response Plan

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Last Revision Date \_\_\_\_\_

### Policy and Organizational Statements

- Identify the goals and objectives for the emergency response plan.
- Define what your emergency response team is expected to do during an emergency (e.g., evacuate employees and visitors, provide first aid, etc.)
- Identify any regulations covered by your plan (e.g., OSHA, fire code, etc.)



## The Disaster Experience



Tabletop Exercises

[www.attainium.net](http://www.attainium.net)

# COVID-19 Event Resource

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Events Industry Council APEX COVID-19 Business Recovery Resources (*new*)

<https://eventscouncil.org/Industry-Insights/Industry-Resources>

FEMA Special Events Contingency Planning Manual

<https://training.fema.gov/emiweb/downloads/is15aspecialeventsplanning-jamannual.pdf>

International Festivals & Events Association COVID-19 Resources

<https://www.ifea.com/p/resources/ifea-coronavirus-resources>

World Health Organization Planning Recommendations for Mass Gatherings in the Context of COVID-19 <https://www.who.int/publications/i/item/key-planning-recommendations-for-mass-gatherings-in-the-context-of-the-current-covid-19-outbreak>





Questions?

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# EXPLORE GEORGIA



Thank you!

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