



Procedure for Chapters Dealing with Postponements and Cancellations of Meetings and Events

What is the Coronavirus?

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the Severe Acute Respiratory Syndrome (SARS)-CoV-2 virus. The current mutation is a new strain of the SARS virus and no individual has any immunity prior to an exposure. The CDC has reported that testing has begun on a vaccine but for now, everyone should prepare and plan for possible impacts resulting from COVID-19. It has spread from China to many other countries around the world, including the United States.

Meeting planning in the face of COVID-19 can be very stressful. None of us are in control and no one can predict what is going to happen moving forward. The most important thing is to be patient. Do not make rash decisions, weigh all of your options and call us if you need assistance. If you can, try to look at meetings 30 days at a time since the news changes daily and this can make a difference with your contract clauses. Below are steps that will help you to move forward.

- Review your contract.
- Read your force majeure clause
- Read your cancellation clause
- If there is no force majeure clause, look for termination language that references “impossibility” or “acts of God.”
- Document the reasons why you cannot complete the contract. There may be specific travel restrictions, stay at home orders, or the like in place now that you can reference.
- Decide if you would like to move forward with or cancel your meeting

If you are moving forward with your meeting:

Call the hotel and let them know you are moving forward. Ask for them to help you by waiving attrition and F&B minimums. Remind them that you want to be a good partner to them. We know that some people will be reluctant to travel and this will effect meeting attendance.

If you are cancelling your meeting:

- i. If the meeting is before June 1, contact the hotel about force majeure
- ii. If the meeting is after June 1, we suggest you ask for a cancel and replace. The hotel may want the meeting booked in the calendar year or they may want it booked within 12 months. They also may not allow you to do this.

In the future:

You may want to consider using this force majeure clause in future contracts:

Neither party shall be liable for any delays or losses due to a party's failure to perform its obligations hereunder if such failure is caused by events or circumstances beyond its reasonable control, including but not limited to, acts of God, war, riot, governmental action, epidemic or pandemic, fire or flood, strikes or threat of strikes (exception: neither party may terminate this Agreement for strikes or labor disputes involving their own employees or agents), acts and/or threats of terrorism (supported by credible evidence or government warning) in the city or state where the Event is to be held, curtailment of transportation services preventing attendance of at least thirty percent (30%) of the anticipated Attendees from attending the Event, or enactment by state or local governments or governmental agencies of restrictive legislation, ordinances or administrative policies or litigation filed by state or local governments or governmental agencies in direct conflict with the Event and/or its fundamental purpose or similar causes, making it illegal, impossible, commercially impracticable or inadvisable to hold the Event at the Hotel, or to provide the essential Hotel facilities as originally contracted under this Agreement. Either party may terminate or suspend its obligations by any of the above occurrences upon written notice to the other party. Hotel will refund any deposits paid by NECA and Attendees within fourteen (14) days of the date of termination.



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