

# REGIONAL MEETING GUIDE APPENDIX R

## VENUE CONTRACTS – LEGAL CLAUSES

FORCE MAJEURE, NON-ASSIGNABLE, and INDEMNIFICATION CLAUSES

[NAME OF VENUE] CONTRACT WITH NAWCC, INC., TO INCLUDE:

### **FORCE MAJEURE (ALL EVENT VENUES)**

The performance of any obligation under this Agreement by either party is subject to any circumstance by which the use of the [name of venue] facilities is made illegal or impossible, including, but not limited to, unexpected local, regional, or global events and their aftermath, such as war; acts of terrorism; financial, political or social disruptions; natural, environmental or man-made disasters; the spread of infectious illnesses or other public health issues, pandemic and/or epidemic; recessions and depressions; or other tragedies, catastrophes and events that could have a significant impact on the NAWCC, INC Convention and its operation. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

### **NON-ASSIGNABLE (HOTEL CONTRACTS)**

This contract is non-assignable and should the hotel be sold, merged, exchanged or files for protection from creditors under either or both state and federal statutes, NAWCC, Inc shall have the unconditional right and option, notwithstanding any other provision of this contract to cancel this contract without payment or penalty.

### **INDEMNIFICATION (ALL EVENT VENUES)**

Each party to this Agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of [name of venue] as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including convention center's limitations of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

The above paragraphs were provided by NAWCC Legal Counsel in 2023.