

Force MAJEURE

Contract Negotiations During and Post COVID-19: Q&A

17. Force Majeure. Should Licensor be unable to provide to Licensee the Premise for use as described herein, or should Licensee be unable to present the Event, in either case due to an Event of Force Majeure, the parties shall attempt, in good faith, to reschedule the Event. If so rescheduled, any amounts previously paid by Licensee to Licensor, less committed, non-cancelable expenses incurred by Licensor, shall be applied to the rescheduled event. If despite their good faith attempts the parties are unable to reschedule the Event, then the Event shall be cancelled, without liability to Licensor or Licensee, except that Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments less any expenses incurred by Licensor in preparing for the Event. “Event of Force Majeure” shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism or terrorist threats, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any obligation contained in this Agreement be construed to be an Event of Force Majeure. The parties specifically agree that an Event of Force Majeure may include an epidemic or pandemic such as COVID-19 and that government mandates or restrictions in place on the scheduled date of the Event related to such an epidemic or pandemic may result in the Premise becoming unavailable for the Event or Licensee being unable to present the Event. Such mandates and/or restrictions may relate to: quarantines, or domestic and international travel, and physical/social distancing, including the permitted size of public gatherings limiting capacity to less than _____ at a given time for this event.