



# Ruth Walters

Staff Attorney, Foster Garvey  
*Seattle office*

- Focuses on hospitality operations and IP & technology transactions in the hospitality industry
- Advises clients on matters such as group sales and event contracts, as well as various vendor and consulting relationships
- Also assists with SaaS licenses, spa and restaurant third-party management agreements, in-licensing of video-on-demand technology, music licensing and co-branding and marketing agreements and practices

VIRTUAL



THE HOSPITALITY LAW  
CONFERENCE SERIES 2.0

OCTOBER 7, 2020

# Group Sales and Event Contracting During (and After) COVID-19

By: Ruth Walters, Staff Attorney, Foster Garvey

Foster  
Garvey

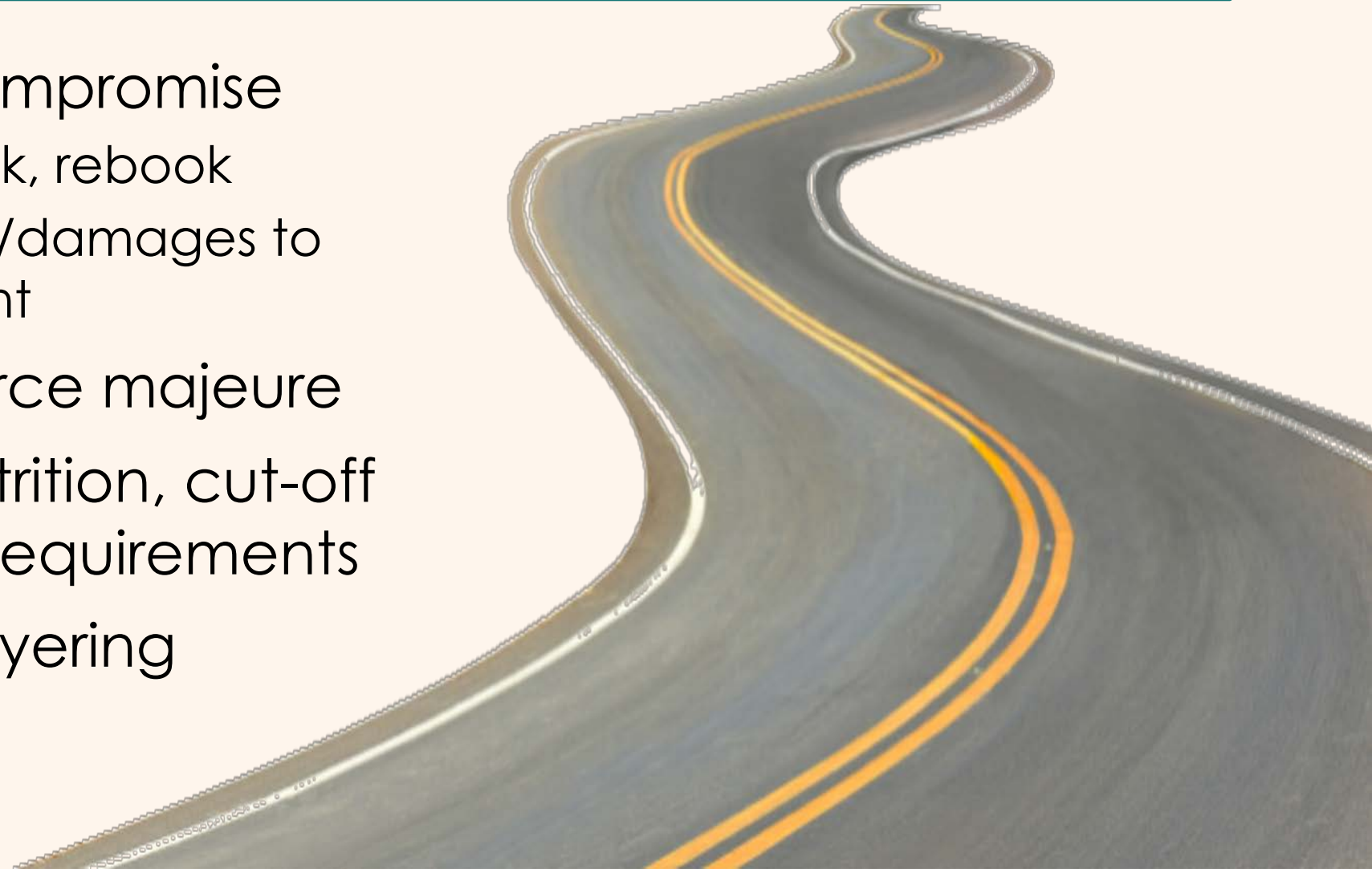
# In the Beginning (February / March 2020)

- States of emergency and a global pandemic
- Force Majeure
  - Impossible
  - Illegal
  - Etc.
- Is anything impossible?
- Brand-wide approach



# The Continuing Pandemic

- Negotiate a compromise
  - Rebook, rebook, rebook
  - Apply deposits/damages to rebooked event
- Renegotiate force majeure
- Renegotiate attrition, cut-off dates, deposit requirements
- The limits of lawyering



# Present Day

- Force Majeure, redux
  - Pandemic, outbreak, epidemic, public health emergency
  - Impractical, unhealthy, unsafe, afraid
  - Affected amenities
  - Corporate travel policies
- COVID-19 Clauses
  - Health and safety laws; WHO/CDC guidelines; hotel policies
  - Additional termination right(s)
  - Right to renegotiate if situation doesn't improve



# Present Day and Beyond

- COVID-19 is a known quantity
- Risk allocation if pandemic worsens or doesn't improve
- Be the party holding the money
- Check indemnity language
- Consider attendee waivers



# Thank you!



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## CONTACT