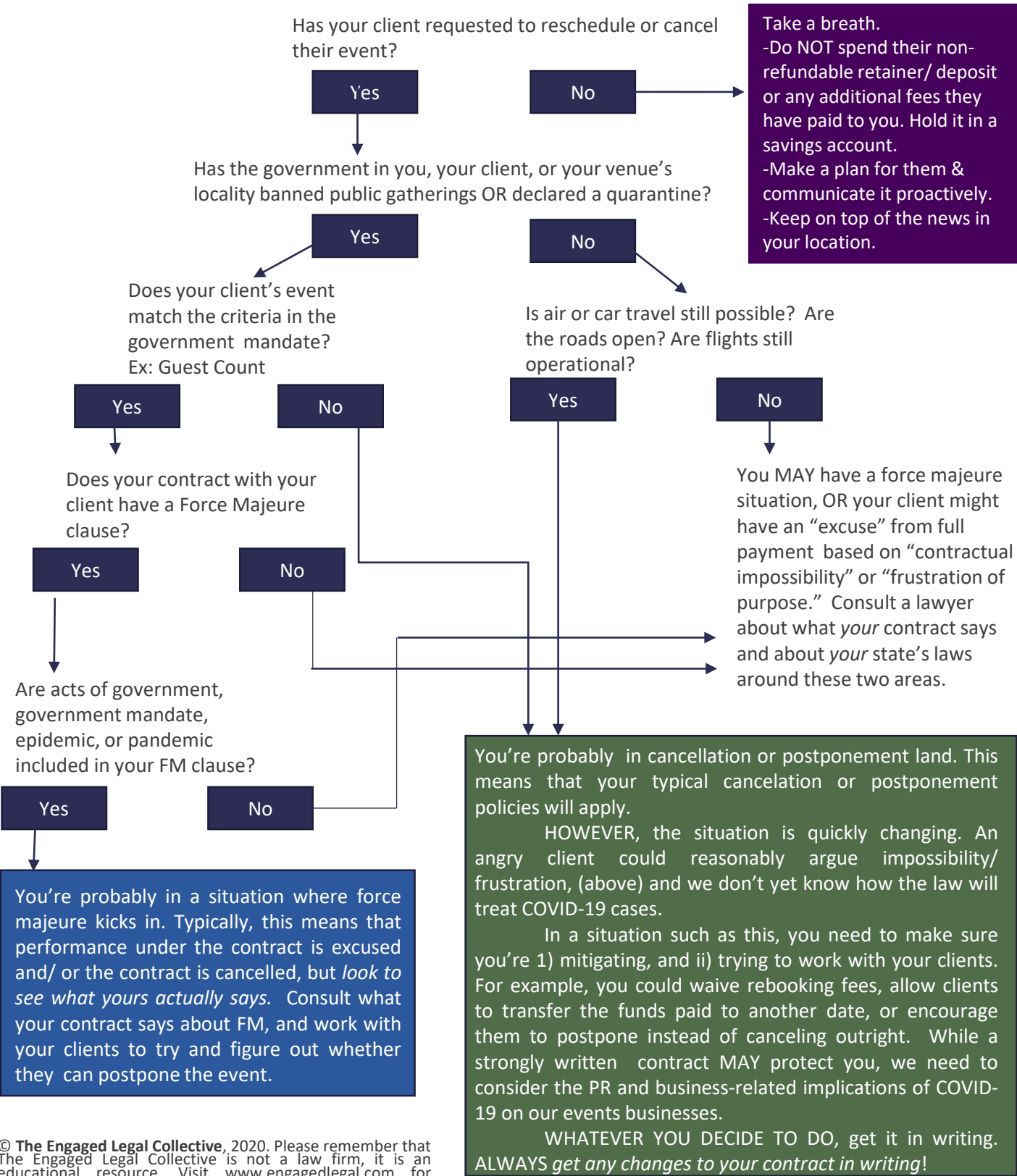


# An Event Pro's COVID-19 & Contracts: A Flow Chart

Please note: this chart was made 3/15/2020 based on current information. It is an extremely simplified breakdown, and is provided as a GUIDE to give you a starting place and a game plan. Do not rely solely on this chart. CONSULT A LAWYER in your state, as this is a very fact-based analysis. It will depend on YOUR contract and YOUR situation!



Take a breath.  
 -Do NOT spend their non-refundable retainer/ deposit or any additional fees they have paid to you. Hold it in a savings account.  
 -Make a plan for them & communicate it proactively.  
 -Keep on top of the news in your location.

You're probably in a situation where force majeure kicks in. Typically, this means that performance under the contract is excused and/ or the contract is cancelled, but *look to see what yours actually says*. Consult what your contract says about FM, and work with your clients to try and figure out whether they can postpone the event.

You're probably in cancellation or postponement land. This means that your typical cancellation or postponement policies will apply.  
 HOWEVER, the situation is quickly changing. An angry client could reasonably argue impossibility/frustration, (above) and we don't yet know how the law will treat COVID-19 cases.  
 In a situation such as this, you need to make sure you're 1) mitigating, and ii) trying to work with your clients. For example, you could waive rebooking fees, allow clients to transfer the funds paid to another date, or encourage them to postpone instead of canceling outright. While a strongly written contract MAY protect you, we need to consider the PR and business-related implications of COVID-19 on our events businesses.  
 WHATEVER YOU DECIDE TO DO, get it in writing.  
 ALWAYS get any changes to your contract in writing!