



The following video lessons do not in any way constitute legal advice.

Always consult an attorney in your jurisdiction regarding legal matters as they pertain to you, your family, or your business.



Contract Overview



Why Have Contracts



What is a Contract?



“An exchange of promises between two or more parties to do, or refrain from doing, an act, where the resulting agreement is enforceable in a court of law”



Who Writes?

You

- Better control over terms
- Include what you need
- Your lawyer has reviewed



Them

- Can react to their terms
- They are more liable

Always involve lawyer review of your terms, clauses and structure.



Signing



Only when you fully approve

Only valid once both have signed

Have other group sign first

“On behalf of”



Contract Inclusions



Title, Author, Date Time

Parties Involved

Time Period

Exchange of Goods/Services/Money

Payment Terms



Typical Contract Clauses

Cancellation

Arbitration

Jurisdiction

Insurance

Assignment

Indemnification



Attrition Clause

- Sleeping Rooms or F&B
- Closer to event date, pay more
- Sliding scale
- Mindful of room resale
- Highly negotiable



Guarantees

- Venue or catering contracts most commonly
- Minimum amount you are liable for
- Determine overage to establish good minimums
- Know deadlines
- Work your way up



Force Majeure Clause

- Act of God
- When no one is responsible for untenable situation
- Allows simple cancellation
- Note what is included (terror? what weather?)



Licensing

- Information / performances are property
- Filming, songs, book content
- Distribution
- Merchandise
- Royalties due



Negotiation Basics



Who Negotiates





Negotiate When

- As soon as you know the other party
- Stage setting impacts outcome incredibly
- Begins business relationship



Negotiate Where

- Boardroom
- At a venue
- On the phone
- Via email
- In the press



Negotiate Why

- Set yourself up for success
- Best = both parties feel like winners (possible!)



Negotiation Phases



Stage 1: Setting the Stage

Stage 2: Seeking Information

Stage 3: Reach for Compromise



Negotiation Techniques



First Offer Techniques

They Put Out Price First

Never Jump at First Offer

Ask for More Than Want

Compromise Down

Bracketing

Flinching



First Offer Techniques

Avoid Confrontation

Reluctant Buyer

The Vice



Multi-Offer Techniques

Higher Authority

Split the Difference

Hot Potato

Impasse Breaking

Deadlock Breaking

Tradeoffs



Closing Offer Techniques

Good Guy / Bad Guy

Nibbling

Walk Away

Position for Acceptance



Americans with
Disabilities
Act
(ADA)



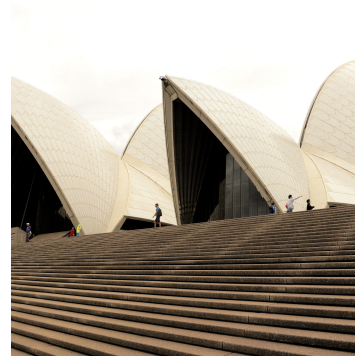
Disability



“a physical or mental impairment that substantially limits one or more major life activities, a record of such an impairment, or being regarded as having such an impairment”



Public Accommodation



restaurants, hotels, theaters, convention centers, retail stores, shopping centers, dry cleaners, laundromats, pharmacies, doctors' offices, hospitals, museums, libraries, parks, zoos, amusement parks, private schools, day care centers, health spas, and bowling alleys



Considerations



- Access
- Communication
- Biological Needs
- “Reasonable Effort”



Your Role



- Facility is compliant
- Program is compliant
- Contractual review
- Execution of plan

Site Inspection



- Entrances
- Space Layout
- Washrooms
- Steps, Doors, Hallways

Room Sets



- Aisles
- Turnaround space
- Equal meal access
- Off site venues



Hotels



- Compliance during contracting
- Landmark Status
- List of aides available
- Sleeping rooms



Etiquette



- Eye-level
- Keep eye contact
- Regular volume
- Let people ask
- Never assume help wanted/needed



Risk Assessment





IDENTIFY Risk



- Walk through entire event
- Simple to worst case outcomes
- Think of audience
- Review similar event history



ASSESS Each Risk



Assign Risk Value

- Severity of outcome X
- Likelihood of happening



Contingency Planning



- Resource available to respond
- Ideal v. realistic responses
- Eliminate? Insure? Defer?



Risk Types



Client-based Risks



- Financial
- Data
- Reputation
- Property



Event-based Risks



- Financial
- Program
- Cancellation
- Attendance



Attendee-based Risks



- Surroundings
- Physical
- Food & Beverage
- Outside Forces
- Emotional



Emergency Response



Mitigation

Eliminate or reduce the risk before on site. Methods include:

- program design
- contracts
- insurance



Preparedness

Plan for the eventuality of a threat happening.

- knowing local response teams
- prepping the venue for your group
- creating response plans (and teaching them)
- having a solid communication plan



Response

Period during and directly following an incident.

- provide assistance
- reduce likelihood of further damage
- stabilize situation



Recovery

Period after response that takes place until all systems return to normal:

- continue to stabilize
- collect information
- disseminate information
- get an "all clear"