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LEGAL CHALLENGES & SOLUTIONS

Presented By:

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GRIMES LAW OFFICES, LLC



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PERSONAL SERVICE, PROFESSIONAL RESULTS

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BIOGRAPHY OF JOSHUA L. GRIMES, ESQUIRE

Joshua L. Grimes, Esq. of Grimes Law Offices based in Philadelphia, is a leading attorney in the association, nonprofit, meeting, and hospitality industries. He is a specialist in all matters relating meetings and conventions, as well as association & nonprofit governance.

Mr. Grimes is a member of the APEX Contracts Panel, and served on the Board of Directors of the Academy of Hospitality Industry Attorneys. He was selected as a “Pennsylvania Super Lawyer”, and recently designated a “Legal Leader” by ALM Media.

Mr. Grimes is one of the association and meeting industries’ most prominent speakers. In addition to speaking regularly for leading organizations such as MPI and PCMA, he conducts in-house training programs for corporate and association executives. Mr. Grimes also a frequent contributor for meeting and association industry publications and websites.

Mr. Grimes has appeared before industry professionals throughout the United States, and in Europe, the Middle East, Canada, and Mexico. He is a member of the Bars of New Jersey, Pennsylvania, and Washington, D.C.



LEGAL CHALLENGES & SOLUTIONS

**JOSHUA L. GRIMES, ESQ.
GRIMES LAW OFFICES, LLC**



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WHAT'S DRIVING THE MEETINGS INDUSTRY'S LEGAL CONCERNS?

- Continuing Domestic & International Uncertainty.
- More Attention to Security Issues.
- Strong Economy Keeps Demand High.
- Increasing Risks from Computers & Social Media.

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SEXUAL HARASSMENT & EVENT CONDUCT

- Sexual Harassment a Major Issue in the News.
- Not Unique to Meetings Industry, But Meetings Offer Opportunities for Abusive Behaviors.
- Possible Liability to Meeting Host, Employer & Others From Inappropriate/Wrongful Behavior.
- Accusations May Be as Harmful as Proven Bad Conduct.

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SEXUAL HARASSMENT – RESPONSIVE STEPS

- Minimize Opportunities for Harassment – Enforcement of Liquor Laws, Adequate & Trained Security, etc.
- Set Up Clear Procedures to Report Allegations & Publicize as Needed.
- Implement Least Intrusive but Effective Means to Protect Complainant & Alleged Harasser During Investigation.
- Impose Sanction According to Policy When Warranted.
- Document All Reported Incidents, Investigations & Results.
- Retain Records.

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GUNS IN MEETINGS

Recommended Steps:

- Review “Carry” Laws With Counsel.
- If Desired, Create Written Firearms Policy, Including Requiring Gun Checks & Appropriate Restrictions.
- Distribute Policy in Advance to Make Attendees Aware.
- Engage Security to Enforce Rules, Particularly if Alcohol Served.
- Check For Insurance Policy Issues.

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MARIJUANA & EVENTS

- **Marijuana Now Legal in Some States: Washington, Oregon, California, Colorado, Nevada, Alaska, Maine.**
- **Available to Meeting Attendees; Use Common for Some Groups.**
- **Check State Laws & Regulations for Legal Parameters.**
 - Common Restrictions:
 - Less than 1 Ounce for Personal Use;
 - Users 21 & Older;

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MARIJUANA & EVENTS

- No Use in Public Places;
 - Must Purchase from Authorized Seller.
- State Laws Often Differ.
- **Legal Standards For Use & Possession Not Fully Developed.**
- **Consider that Residents of a “Legal” State May Not Appreciate Different Laws in Other States – Anticipate Confusion.**
- **Consider Notice to Attendees Meeting in “Legal” State vs. “De-Criminalized” State.**

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MARIJUANA & EVENTS

- **“Common Sense” Guidelines:**
 - Treat Weed Usage Like Alcohol at Meetings.
 - Check Distributors for Licenses & Insurance.
 - Check Group’s Insurance for Coverage.
 - Limit Opportunities for Attendees to Cause Damages or Injuries.
 - Inform Attendees of Parameters for Responsible Use.

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EVENT SECURITY – STEPS TO TAKE

- Check Venue, Hotels and Meeting City for Prior Issues.
- Ask Hotels & Venue for their Emergency Plans, & Adapt Them as Appropriate.
- Create Plan for Security, ID Verification of Attendees, Crisis Communications.
- Engage Security Personnel if Appropriate; Cost Likely Absorbed by Meeting Group.

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EVENT INSURANCE

- Insurance Necessary for ANY Risks, Even Seemingly Small Ones.
- If an Incident Occurs, You Will Never Have Taken Sufficient Precautions to Avoid Lawsuit – “Hindsight is 20/20”.
- Event Host, Venue, & Contractors Should All Have Their Own Insurance – Protection for Event and Themselves.
- Do Not Mislead Your Insurance Carrier About Nature of Event; Could Lead to Denial of Coverage.

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WORLD CRISES & MEETING ATTENDANCE

- The Issue: 24-Hour News Cycle Creates Crises Affecting Meeting Attendance.
- Force Majeure Basics:
 - Definition: Unanticipated Events Outside a Party’s Control.
 - Traditional F.M.: Cancel if Performance “Illegal” or “Impossible”.
 - Now “Inadvisable” Added to Handle Today’s Issues.
 - Cancel Without Liability to Either Party.

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FORCE MAJEURE – 2018 VERSION

Are These Events “Force Majeure” Occurrences?

- Terrorism – Threatened or Actual? In Meeting Location or Elsewhere?
- Travel Bans.
- Aggressive Panhandling & Dirty Streets.
- Hurricanes – Cabo San Lucas?

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FORCE MAJEURE – 2018 VERSION

Standard F.M. Clause = Adequate Protection?

- Think: What Would Protect the Group?
- Does Adding “Inadvisable” or “Impractical” Help?
- Would Right to Cancel be Different if the Problem Was Already Known at Time of Contracting?
- Impact of World Health Organization (WHO) Advisory on Diseases.

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DISEASES & OTHER HEALTH ISSUES

- Err on the Side of Allowing Affected Attendees to Cancel.
- If Cancellation of Event is Appropriate, Contract Should Allow Either, at Group’s Option:
 1. Cancellation of Event Without Liability; or
 2. Proceed With Event Attrition Waived.
- FM Clause Should Not Have “Notify Within 10 Days of Occurrence” Requirement.

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**SAMPLE FORCE MAJEURE /
EXCUSE OF PERFORMANCE CLAUSE**

“Should events beyond the reasonable control of either Hotel or Group occur, including, but not limited to acts of God, war, strikes/labor disputes/labor unrest (except those involving Hotel employees, contractors or agents), governmental regulation, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, unreasonable extreme inclement weather, curtailment of transportation facilities, public utility failure, declaration of a “Severe” risk of terrorist attack by the U.S. Department of Homeland Security, issuance of a travel advisory for the region in which Hotel is located by the World Health Organization,

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**SAMPLE FORCE MAJEURE /
EXCUSE OF PERFORMANCE CLAUSE**

or any other comparable condition, making it inadvisable, illegal or impossible for either Hotel or Group to perform their obligations hereunder, the affected party may cancel this Agreement without liability for any one or more of such reasons upon written notice to the other. In addition, all deposits and pre-payments made by Group or its guests shall be promptly refunded.” A party seeking to cancel because performance has become “inadvisable” must provide reasonable evidence that events outside its control and reasonable anticipation caused at least 30% of expected attendees (based on meeting history) not to register for the Event, or registered attendees to cancel their registrations.

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POLITICAL & MORALS ISSUES

Events in the News:

- Religious Freedom Laws.
- Bathroom Laws / Other Legislation Considered Anti-LGBTQ.
- Confederate Flag Controversies.
- Immigration Policies.
- Anti-Civil Rights Laws.
- Opposition to Politician’s Policies.

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POLITICAL & MORAL ISSUE CHALLENGES

- Difficult to Anticipate.
- Hard to Identify in Advance.
- Don't Fit as Force Majeure Occurrences.
- Attendees Don't Care About Monetary Losses.
- Dilemma: Stick to Principles vs. Paying Cancellation Fees.

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POLITICAL / MORAL SOLUTIONS

- Consider at Start of Contract Negotiations: Is This an Issue For My Group?
- Address Up-Front With Hotels, Venues & Suppliers.
- Craft a "Morals" Clause to Address Concerns Without an Automatic Out:
 - Identify a True Issue.
 - Allow Hotel / Vendors to Respond.
 - Require Actual Proof of Adverse Effects.
 - Remedies: Attrition Waiver / Reduced Block/ Cancellation.

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GDPR – GENERAL DATA PROTECTION REGULATIONS

- Designed to Protect Personal Data of EU Citizens & Residents.
- Covers Information Such as Attendee Names, Photos, Email Addresses, Social Networking Posts, IP Addresses.
- Applies to Organizations Anywhere in the World:
 - Those in EU Countries.
 - Those Anywhere Else Handling Personal Data of EU Citizens / Residents.

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GDPR

Critical GDPR Issues:

- What Data Does Your Organization Collect on Attendees, Speakers, Sponsors, Exhibitors & Others?
- How Are You Keeping that Data Secure? Have You Thoroughly Checked Out Your Data Storing Methods?
- How Would You Detect and Investigate a Data Breach? Could You Respond Quickly & Effectively?

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GDPR

More GDPR Things to Do:

- Data Collection Opt-in Forms – Requires Affirmative Consent.
- Privacy Consent Notice Information Must Include:
 - List of Data You Collect.
 - How Long Will You Store It.
 - Right to Complain to Authorities – for EU Citizens & Residents.
- Implement Response System for Data Access Requests – Respond Within 30 Days.
- Process to Detect & Investigate Data Breach.

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GENERAL QUESTIONS FOR 3RD PARTY DATA USE

- What Information Do You Collect from Our Members & Attendees?
- How Will You Use the Information?
- Will You Sell, Give or Transfer the Information to Others?
- How Will You Protect the Data?
- What Disclosures Will You Make?
- How Does Someone Opt Out from Others Using Their Information?

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PROTECTING GUESTS' PERSONAL INFORMATION

The Issues:

- **Hotels & Vendors Wish to Use Guests' Names, Addresses, and Other Personal Information for Marketing Programs.**
- **Sometimes Sell or Share Personal Information with Other Hotels & Vendors.**
- **Cyber-Crime is On the Rise Through Hacking into Computer Systems & "Pirate" Wireless Hotspots.**
- **Vendors Fail to Install & Maintain Antivirus Programs on Computer Terminals.**

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PROTECTING GUESTS' PERSONAL INFORMATION

Solutions:

- **Carefully Review Consent Clauses in Group Contracts.**
- **Limit Ability to Seek Consent from Guests (if Appropriate).**
- **Vendor Warranties re: Network Security & Anti-Virus / Anti-Hacking Protections.**

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PROTECTING GUESTS' PERSONAL INFORMATION

Sample Clause:

A. Hotel is specifically prohibited from using, or allowing others to use, lists of Group's guests and attendees, or personal information about Group's guests and attendees, for reasons not directly related to providing accommodations and facilities for Group's event. Except as specifically consented to by Group or an individual attendee in writing, Hotel represents and warrants to Group that it shall not use, directly or indirectly, information obtained from Group or its guests or attendees for marketing or promotional purposes.

B. Hotel shall take all reasonable and necessary measures to keep confidential and protect personal information of Group's guests, including their names, addresses, telephone numbers, email addresses, and credit card information (collectively, "Personal Information").

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PROTECTING GUESTS' PERSONAL INFORMATION

C. Hotel shall not provide any Personal Information to any suppliers, vendors, partners, affiliates, or any other entity, except as necessary and appropriate for performance of Hotel's duties under this Agreement, or except as authorized by Group in writing. Further, any person or entity receiving Personal Information from Hotel shall agree to keep the Personal Information confidential.

D. Hotel represents and warrants that it will install, maintain, and update appropriate anti-virus and other software on Hotel's computers, and implement other measures in accordance with the industry standard of care, to prevent the unauthorized dissemination of Personal Information from Hotel's computer systems and wireless networks.

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QUESTIONS & ANSWERS

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LEGAL CHALLENGES & SOLUTIONS

SAMPLE CONTRACT CLAUSES

SAMPLE FORCE MAJEURE / EXCUSE OF PERFORMANCE CLAUSE

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SAMPLE CLAUSE FOR PROTECTING GUESTS' PERSONAL INFORMATION

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