

GRIMES LAW OFFICES, LLC

www.GrimesLaw.org

123 SOUTH BROAD STREET
28TH FLOOR
PHILADELPHIA, PA 19109

Tel: (215) 772-5070
Fax: (215) 772-5072

JOSHUA L. GRIMES
Admitted in DC, NJ, PA
E-Mail: GrimesJ@GrimesLaw.org

MEETINGS & THE MOVIES:

A LEGAL GUIDE

Presented By:

JOSHUA L. GRIMES, ESQUIRE

Attorney At Law

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GRIMES LAW OFFICES
PERSONAL SERVICE, PROFESSIONAL RESULTS

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BIOGRAPHY OF JOSHUA L. GRIMES, ESQUIRE

Joshua L. Grimes, Principal Attorney of Grimes Law Offices based in Philadelphia, is a leading attorney in the association, nonprofit, meeting, and hospitality industries.

Mr. Grimes' clients include associations, nonprofit organizations (public and private), meeting planners, corporations, hotels, convention facilities, and supplier businesses. These clients operate throughout the US and in many other countries.

Mr. Grimes is a specialist in all matters relating meetings and conventions, as well as association & nonprofit governance. In particular, he advises clients on legal issues relating to contracts, business issues, litigation, association mergers, international meetings, trademark/copyright matters, employment law, and accountability laws. He is long-time counsel to several medical associations based in the US, and several quasi-public nonprofit agencies.


Mr. Grimes is a member of the APEX Contracts Panel, and recently 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. He is a featured blogger on legal matters for *Meetings Focus* magazine and website.

Mr. Grimes is one of the association and meeting industries' most prominent speakers. He was named an MPI Platinum Speaker and a PCMA Best in Class Speaker, and he has also presented for ASAE, HSMIAI, MASAE, and many others. In addition, he conducts in-house training programs for corporate and association executives. His recent MPI Chapter Proprietary Program presentation on the meeting contracting process from RFPs thru signed agreements is particularly popular.

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.

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THE MOVIES:
A LEGAL GUIDE**

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This presentation is for informational purposes only and does not constitute legal advice. The sample contract clauses are for illustrative and educational purposes only. Those seeking legal assistance are directed to seek advice from a competent attorney of their choosing.

HOW TO “ISSUE SPOT”??

- Watch Movie Clip.
- Look for Issues.
- Problem Solve for Answers –
 - What Would YOU Do?

**FILM CLIP:
SUPPLIER /
CONTRACTOR ISSUES**



WHAT ARE THE ISSUES?

- Quality of Contractors & Suppliers.
- Planner Due Diligence Requirements.
- Who Determines if a Performance is Acceptable? What Standard Applies?
- Payments: Should Contractors Receive Final Payment After Satisfactory Performance?



**SAMPLE SUPPLIER
QUALITY PROVISION**

Supplier represents that it is qualified to perform the Services described in this Agreement for Event Host. Supplier shall perform the Services in accordance with all applicable laws, rules, regulations, and Host's policies with professional quality. Supplier shall use its continuing best efforts, but in no circumstance less than commercially reasonable efforts, to achieve the goals or objectives stated by Host from time to time and perform such Services in a manner that minimizes disruption to Host's operations.



**FILM CLIP:
HOTEL CHARGES**



WHAT ARE THE ISSUES?

- Disclosure of Fees & Charges-
Timing.
- Validity of Extra Charges.



**SAMPLE EXTRA CHARGES
PROVISION**

The room rate(s) and other charges and fees specified in this Agreement (plus applicable taxes) shall be the only mandatory fees or charges assessed by the Hotel in order for the Group's guests to check into a guest room. Unless otherwise agreed by the Group in advance (in this Agreement or elsewhere), the Hotel may not require that a guest pay a mandatory "resort fee", telephone surcharge, or any other additional amount in order to obtain a room (though such charges may be imposed with the agreement of Group (in its sole discretion) at reasonable rates for services actually rendered).



**FILM CLIP:
UNANTICIPATED
OCCURRENCES &
DAMAGES**



WHAT ARE THE ISSUES?

- Is This a Force Majeure Event?
- Who is Liable For Injuries & Damages?
 - Event Host?
 - Cage Manufacturer?
- Does Complying With Government Standards Excuse Host From Liability?
- What is Sponsor's Responsibility?
- Would a Signed Waiver From Attendees Help?



**SAMPLE SPONSORSHIP
CLAUSE**

Sponsor and Event Host acknowledge that Sponsor will be providing only funds for the Event, and will have no role in planning or execution of the Event. Accordingly, Sponsor will not be liable for any act or omission related in any way to the Event. Host will indemnify, defend, and hold Sponsor harmless from and against any and all injuries, damage, death, claims, liabilities, and judgments arising from the Event in any manner, except those arising directly from Sponsor's failure to pay the Sponsorship fee.



**FILM CLIP:
MEETING & EVENT
SECURITY**



WHAT ARE THE ISSUES?

- Who's Responsible For Meeting Security?
- Protection of Confidential & Proprietary Information.
- Assigning Liability for Alcohol-Related Problems.



**FILM CLIP:
ROOMS RESERVATIONS
& WALKING GUESTS**



WHAT ARE THE ISSUES?

- How Long Should Rooms Be Held?
 - Is a Contract Provision Needed?
- Who is Responsible For Notifying Guests of Hotel Policies?
- If Hotel Re-Sells Rooms, What is Remedy to Group or Guest?
- What Happens if There's No Alternate Property to "Walk" Guests?



**FILM CLIP:
GUEST EXPECTATIONS,
HOTEL OVER-BOOKING**



WHAT ARE THE ISSUES?

- Educating Guests on Proper Behavior / Etiquette.
- Hotel Over-Booking Remedies.
 - What if Guest Accepts a Lesser Offer than the Contractual Remedy?
- Notifying Guests of Extra Charges.
- Who's Responsible for Unacceptable Guest Behavior?



**FILM CLIP:
LIABILITY FOR GUESTS'
DAMAGES**



WHAT ARE THE ISSUES?

- Who's Liable For Damages by Guests?
 - Damages in Function Areas.
 - Damages in Guest Rooms.

- Guest Suitability for Meeting Location and Venue.



**SAMPLE INDEMNIFICATION
PROVISION**

Group shall indemnify, defend, and hold Hotel, our parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives, forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, error or omission by Group, or Group's guests, invitees, agents, delegates or representatives, except to the extent and percentage attributable to the Hotel's negligence. This indemnification obligation does not apply to acts or omissions of Group's guests and invitees unrelated to Group events and functions, including but not limited to acts or omissions occurring in guest rooms.



**QUESTIONS &
ANSWERS**

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SAMPLE CONTRACT CLAUSES

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©2014 Joshua L. Grimes, Esquire. These sample contract provisions are for educational purposes only, and should not be used in an actual agreement without consulting an attorney knowledgeable in the meetings industry.

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