

### **Sample Force Majeure Clause.**

***This is not legal advice. Language should be tailored to meet your specific objectives.***

Force Majeure:

If the performance of this Agreement or of any obligation hereunder is prevented or delayed by any Force Majeure Delay, then performance of this Agreement shall be suspended until the Force Majeure Event causing the Force Majeure Delay no longer causes the delay.

A "Force Majeure Delay" shall mean a delay in the performance of this Agreement directly caused by a Force Majeure Event and there is no "work around" or alternative plan such that the adverse impact of such Force Majeure Event can reasonably be avoided.

A "Force Majeure Event" shall mean: strikes, lockouts, labor disputes, acts of God, fires, flood or other casualty, power outages, pandemics, epidemics, disease outbreaks, natural disasters, governmental restrictions, threatened or actual acts of terrorism, civil commotion, or fire or other casualty; or labor, vendor or supply shortages impacting Company's operations.

A "Force Majeure Event" shall not include weather, reduction in attendees, travel impacts, failure or inability to pay amounts when due, air quality, nearby evacuation zones or road closures that do not render the venue entirely inaccessible, or the intentional or negligent acts or omissions of the party claiming Force Majeure Delay. A Force Majeure Event shall not excuse a party's obligation to pay monetary amounts.

A party shall have telephonically notified the other party within 48 hours after the commencement of a Force Majeure Delay (a "Force Majeure Event Notice") and concurrently sent written confirmation of such notice in accordance with the notice provisions of the Agreement. A Force Majeure Event Notice shall include the date the Force Majeure Event commenced, a reasonably detailed description of the nature of the Force Majeure Event and why it is causing a delay, the obligations that are impacted by the Force Majeure Event and how such obligations have been impacted, the expected duration of such Force Majeure Event, and suggested alternate or mitigating actions to offset the impact of the Force Majeure Delay, if any.

The foregoing provision supersedes any statutory or common law defenses of impossibility, implacability or frustration of purpose, and shall be enforced to the fullest extent permitted by law.

Provided to Sonoma County Hospitality Association (SCHA)

**Courtesy of Derek A. Ridgway**

*Dated July 13, 2021*

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