

## **Report of the Subcommittee on Show Cancellations (Original Report 2013, Revised September 2024)**

The original subcommittee was charged with addressing the issue of show cancellations. In this report, the words "Show" and "Event" are interchangeable. This document reflects updates as of September 2024.

AKC Event Operations provided the following document entitled "Show/Event Cancellation Procedure" which outlines a step-by-step process for show giving clubs and Show Chairs should the need to cancel a show arise.

### **Show/Events Cancellations Procedure**

Canceling an event for a natural disaster, weather related or loss of show/event site at the last minute is an important decision. The number one priority to consider is the health and welfare of the dogs, exhibitors, judges and spectators. This decision is the sole responsibility of the show giving club. If possible, the situation should be discussed with the AKC Executive Field Representative and Show Superintendent/Show Secretary. AKC Event Operations can be contacted if the club has processing questions.

- 1) After the decision is made to cancel the event, the Show Chairperson must contact the AKC Event Operations Department, so the event/events cancellation notice can be posted on the AKC Website and the Event Cancellation Hotline.
  - i) AKC Event Operations Department regular business hours 8:15am to 4:30pm Monday through Friday, the telephone number is 919-816-3579.
  - ii) On weekends or after hours, contact the AKC Weekend Club Hotline: available 24 hours a day, 919-816-3955; listen to the entire message to get the correct representative for the sport you are cancelling.
- 2) Notify all judges, exhibitors, spectators and vendors that may already be on the event/events show site of the cancellation.
- 3) Notify all Hotels that are listed in your events premium list and the Host Club Hotel to inform any event related guest of the event/events cancellation.
- 4) Assist any judges that may need assistance with their travel arrangements.
- 5) Have club members assist exhibitors with any loading of their equipment to expedite evacuation.
- 6) Inform the local Television and Radio stations of the event cancellation and request a public service announcement of the event/events cancellation.
- 7) Notify all police, fire and safety personnel of the event cancellation.
- 8) Have club personnel/parking chair supervise an orderly evacuation of the show/event site of all exhibitors, spectators and judges.
- 9) Post a large sign in a very visible location (i.e. entrance) of the show/events cancellation when the site has been completely evacuated to inform late arrivals.

After discussions with judges and judges' groups, the following language is offered for judges' contracts:

**"Should this event be canceled, judges will be reimbursed for any actual, out-of-pocket expenses, per their contract, incurred up until the notice of cancellation. Receipts will be required for reimbursement. Judging fee will X or will not X be paid if the event is canceled after the judge has arrived at the event."**

Individual contracts will be negotiated by the event chairs and judges.

Event chairs should have a list of all judges and their emergency contact information, including email addresses and cell phone numbers.

When considering show venues and venue contracts, it is important to be contractually clear about the financial obligations of the club should the venue or grounds be unavailable for the show.

The clause that is included in many contracts is the **FORCE MAJEURE** clause. Here is an example of one such clause:

**FORCE MAJEURE: Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States make it illegal or impossible for the hotel to hold the event.**

*Below are examples of contract language. It is important that all clubs heed the following caveat when contemplating their use.*

*These examples of possible language to include in hotel and/or venue contracts are ONLY provided for informational purposes, not as legal advice. It is VERY important that each club entering into these types of contracts should consult with their own legal counsel and/or insurance provider. We cannot provide legal advice and every circumstance is different.*

*Note: Not all hotels or venues will accept this language.*

#### **EXAMPLE 1 FORCE MAJEURE**

##### **UNAVAILABILITY OF PREMISES (used in Facility Contracts)**

In the event that (A) the Premises are not available for occupancy during the term due to fire, casualty, hurricane or other natural disaster, or (B) all practical use of the {Fill in Facility Name} by Lessee is prevented by labor strikes against the **(Fill in Facility Name)** (but not labor strikes against Lessee or against any person admitted to the **(Fill in Facility Name)** by Lessee), or by Acts of God, national emergency, riots, or by governmental directive to the {Fill in Facility Name}, Lessee may cancel this Lease upon notice to the other. In such an event, neither party shall have any claim against the other by reason of cancellation. In the event of interruptions due to such unavailability, Lessee shall be liable only for earned rents and incurred additional charges otherwise due under this Lease. Deposits received in excess of the amount due shall be returned to the Lessee.

#### **EXAMPLE 2 FORCE MAJEURE**

##### **UNAVAILABILITY OF PREMISES (used in Hotel Contracts)**

If the required space at the **(Fill in Facility Name)** is unavailable for any reason, then Group may,

in its sole discretion, terminate this Agreement without penalty upon written notice to the Hotel. This shall not allow Group to terminate this Agreement for the sole purpose of securing space or guest rooms at another facility.

### **EXAMPLE 3 FORCE MAJEURE**

#### **Dog Law or Breeding Restrictions**

If any federal, state or local legislation or ordinance is passed which restricts Group in any way from holding the **(Fill in Name of Your Event)**, or would prevent any dog(s) from participating or limit the condition(s) under which any dog(s) could participate in the **(Fill in Name of Your Event)**, or restricts the right to breed, sell or own dogs, then Group may, in its sole discretion, terminate this Agreement without penalty upon written notice to the **(Facility/Hotel)**.

### **EXAMPLE 4 FORCE MAJEURE**

#### **Unavailability of Airline Flights**

The parties performance under this Agreement is subject to acts of God, acts of terrorism, war, strikes, civil disorder, curtailment of transportation facilities, or any other civil emergency beyond the parties control making it impossible to perform their obligations under this Agreement. For purposes hereof, a force majeure event shall be deemed to exist if 25% of the flights arriving and departing from the **(Fill in Airport Name)** have been cancelled for any one or more of the foregoing reasons. Either party may terminate this agreement without liability for any one or more of such reasons upon prompt written notice to the other.

Contracts for services such as security personnel, EMTs, catering etc. will vary with each venue or location but should be addressed, and financial obligations clearly defined in the event of cancellation. Language in each contract may vary depending on the service and provider.

Often these services are included under the umbrella of the show venue contract. Smaller clubs or outdoor shows usually hire these services separately and each provider will need a separate contract specific to the individual situation.

It is suggested that the vendor fee be returned, in whole or in part, or a free or reduced fee space be provided the following year should the show be canceled prior to the arrival of the vendors and the start of the show. If the show is canceled part way through a circuit during which the vendor has had one or more days of sales, the fee need not be refunded. Like all other contracts this is only a suggestion, and each club must negotiate their own contracts as they see fit.

#### **Issues Concerning Grounds and Facility Set-Ups:**

It is extremely important that the show committee proactively address the issue of a possible cancellation. Have a pre-determined committee (grounds committee) to address the following issues:

1. Is your facility used as a shelter in times of emergency? Emergencies can relate to power outages, hurricanes, tornadoes, snowstorms, or even ice storms, as well as other non-weather-related disaster situations necessitating cancellation.
2. In the event of emergency shelter needs, are the dogs allowed to remain inside the building with the people, or must the facility be vacated? Have a plan for

assisting exhibitors with packing and loading vehicles, etc. should this be required.

3. Can RVs remain parked on the grounds? If not, have a clear plan of action for orderly removal of them from the grounds with minimal damage to roads and parking areas.
4. Sometimes cancellation is the best policy, but other times a delay of judging may be implemented. Have a plan for each scenario.
5. Have updated evacuation plans/maps available at the club/superintendent's table. Have someone drive the route the day before the show to see if the roadways are workable, and useable for the dog show RVs and big rigs.
6. If there is enough time, can an alternate site be found?
7. If you are using a County, State, or Federal facility, what official has the authority to give an OK to return to the site?
8. If there is pending bad weather, notify the local Emergency services to be aware of the number of extra people and animals "in town".
9. Have a good loudspeaker system or other suitable communication method to immediately, and calmly notify exhibitors, spectators, and others should an emergency arise.

Notification of exhibitors of show cancellation should be done as quickly as possible in the event they need to alter travel plans.

- ✓ The Superintendents Association agreed that notification would be printed in dog show schedules listing the AKC Show Cancellation Hot Line telephone phone number. This would give exhibitors the availability of 24-hour contact for information, should they have concerns that a show might be cancelled.
- ✓ Contracts with Superintendents should include a provision for an immediate email blast to notify exhibitors of the event cancellation. Signs should be posted at the show site advising arriving exhibitors of the cancellation and instructions as to where to go safely.
- ✓ It is important that Hotels and RV parks, etc. that exhibitors might use be notified so that they can post cancellation information conspicuously for exhibitors to see upon arriving.
- ✓ One important issue is the identification of dogs left in the buildings at shows. It is recommended that identification cards be attached to crates with the emergency contact (cell phone) number, agents' name and perhaps the dogs' call name to be used if the need arises.

This would also apply should an emergency cancellation take place overnight and owners or agents need to be reached immediately.

- ✓ RVs, handlers' trucks, and other vehicles on the show grounds containing dogs should have emergency contacts, name of vehicle owner and cell phone number, readily visible on the dashboard so that in the event the owner/agent is away from the vehicle for any reason, they can be contacted and notified of any emergency situation. The ID tag should include the number of dogs in the vehicle. The Superintendents can assist clubs with such identification cards, but it would be up to the clubs to provide them.
- ✓ The club should also provide each RV owner with the following information in writing: the name, phone numbers and locations of the nearest hospital, veterinary emergency clinic, and police, plus detailed description of where to relocate the RV on the show grounds, if necessary, and directions for routes that will accommodate a large RV in the event of an emergency evacuation of the show site.

Clubs must post the following information at the club desk, the Superintendent's desk, and prominently in the grooming and/or benching area and near the rings:

**AT THIS SHOW, THERE IS X THERE IS NOT X AN EMT ON SITE.**

**IN THE EVENT OF EMERGENCY, CALL \_\_\_\_\_ the Phone # of EMT or 911.**

The EMT on site should have a working walkie-talkie and a layout of the show, provided by the club. Local governments should be contacted for any restrictions regarding dogs and/or extra people in the event a shelter is needed, i.e., if the club venue is a designated emergency shelter, can the dogs remain in the building? If not, where can they go?

Clubs should also determine if their insurance policy would extend to a different location in the event the show must be moved.

Financial obligations to the superintendents must be paid according to what work they have already completed prior to the event cancellation. Most fees will be due, because the service will have already been provided, such as printing and mailing of premium lists, entry collections, show schedules, etc. If the cancellation is on the show day, supers will already be on the grounds so are due their fees. Most will not charge clubs for any service not performed should a show be cancelled.

A concern that clubs have is the cost to exhibitors who have paid entry fees, and travel and accommodation expenses only to find out the show has been cancelled. The best solution for creating goodwill seems to be to reduce entry fees at the next year's event. This seems to be the most realistic way for clubs to extend a good faith effort to compensate loyal exhibitors who return to their events the following year. The entry form is, in fact, a contract that the exhibitor signs, agreeing that the fees are not refundable. Because the clubs must pay their contractual obligations, it is not economically feasible to return the entry fees or portions thereof to the exhibitor.

**For Very Large Clubs Concerned with Potentially Substantial Loss:**

Show Cancellation Insurance is designed to protect clubs financially if a show or event must be cancelled or postponed due to unforeseen circumstances. Every policy is written differently so clubs must be specific about the peril they are concerned about. Coverage might be for cancellation due to extreme weather or other emergency, postponement and related rescheduling costs, vendor reimbursement for non-refundable deposits or payments made to vendors or venues. Premiums are usually calculated by a percentage of the anticipated income/costs (whichever is higher), where the event will be held-what state, indoor or outdoor venue, length and type of event. Exclusions may include taking out a policy knowing of a pre-existing problem, cancellation due to communicable diseases, poor planning or lack of interest in the event.

Large clubs that rely on spectator and/or parking fees, etc. to pay for contractual obligations such as venue costs, may want to explore Show Cancellation Insurance. Policies would be written to accommodate the needs of individual clubs, so costs would vary according to each club's needs.

Typically, cancellation insurance is very expensive. The cost/benefit to clubs should be weighed carefully. Most Club Insurance agencies, such as Equisure, Inc. and Sportsman's Insurance Agency, Inc. do not provide such policies, but may provide advice and direction concerning them.

Respectfully submitted by the Subcommittee on Show Cancellations  
Nancy Fisk, Chair