

**FORCE MAJEURE ADDENDUM TO NECA 2021 NASHVILLE  
SPONSOR AND EXHIBITOR CONTRACT**

The National Electrical Contractors Association (NECA) and \_\_\_\_\_ (Exhibitor) [collectively referred to herein as the Parties], entered into an agreement dated \_\_\_\_\_ for Exhibitor to participate in the NECA 2021 Nashville (Event) to be held in Nashville, TN, in October 2021 (Agreement). This Addendum shall amend and supersede the Agreement on the subject matter herein described, and all other terms of the Agreement shall remain in full force and effect.

**GENERAL FORCE MAJEURE**

Should events beyond the reasonable control of NECA or Exhibitor, including, but not limited to, acts of God, war, strikes, pandemic or epidemic, government regulation, civil disturbance, terrorism, disaster, fire, earthquakes, unseasonable extreme inclement weather, or any other comparable conditions occur, which events make it illegal or impossible to fully perform under this Agreement as the parties originally contracted, the affected party may terminate this Agreement, without liability (except for the administrative fees and circumstances discussed herein), upon written notification. The ability to terminate this Agreement without liability pursuant to this paragraph, is conditioned upon delivery of written notice to the other party setting forth the basis of such termination as soon as reasonably practical, but in no event longer than ten (10) days after learning of such basis.

**CONVERSION TO HYBRID OR VIRTUAL PLATFORM**

If NECA converts the Event to a hybrid or virtual platform, Exhibitor agrees to negotiate in good faith with NECA to convert its sponsorship to the hybrid or virtual platform at a modified fee. If the parties are unable to agree upon such modification after good faith negotiations, Exhibitor will receive a full refund less a ten percent (10%) administrative fee.

If Exhibitor issues a discretionary travel ban, without relying on force majeure, NECA will apply Exhibitor's fees paid to date toward a virtual platform in the hybrid and/or virtual edition of the Event. There may be additional monies owed. In order to qualify for such application of fees, the Exhibitor must provide proof of a company-wide travel ban on corporate letterhead signed by a company senior executive. Should there be a remaining balance, the Exhibitor may choose to either transfer any additional monies paid to NECA 2022 Austin or refund the balance minus a 10% administrative fee.

SIGNATURES ON NEXT PAGE

The National Electrical Contractors Association

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By: Traci Walker  
NECA CFO

Dated: \_\_\_\_\_

\_\_\_\_\_, Exhibitor

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By: \_\_\_\_\_

Dated: \_\_\_\_\_