



March 3, 2020

To: AICP Members

Fr: Matt Miller, President & CEO

Re: Updated Coronavirus Amendment

On Friday, February 28th, AICP circulated a [memo](#) outlining approaches businesses should consider with regards to events caused by the Coronavirus. Included in that notice was a document created by AICP legal counsel that members should attach to production agreements. Upon further review, counsel has made some updates to this amendment, which can be found [here](#) and below.

If you have questions, please contact Denise Gilmartin, VP, Business Affairs, at deniseg@aicp.com.

We will continue to update you as information becomes available.

Amendment to include in your bid and/or in your production contract:

This is an amendment to the production contract to which it is attached. If there is any conflict between the terms of this amendment and the terms of the production contract, the terms of this amendment shall control.

The purpose of this amendment is to address issues that may arise due to the Coronavirus.

Notwithstanding anything to the contrary contained in the production contract:

- a. *If a cancellation or postponement should occur for reasons related to or arising out of the Coronavirus (any event or occurrence arising out the Coronavirus is referred to herein as a "CV Event"), either AICP guidelines*

or Advertiser's guidelines as specified and agreed to in the production contract, will apply and such CV Event will be treated as a force majeure event, postponement or cancellation, as applicable.

- b. *If (i) the insurance carrier declines to cover the production described in the attached production contract or revokes coverage previously declared, or (ii) shooting permits are declined or revoked or (iii) travel bans, travel warnings, reported cases in transportation hubs, exposure reports or the like are issued, or (iv) any other event occurs that adversely affects the ability of the producer to produce the production described in the attached production contract that would otherwise be deemed a breach or threatened breach thereof by either party, that is in any manner related to a CV Event, then (x) such occurrence shall not be deemed a breach of the production contract by either party, (y) the production company shall not be required to proceed with the production, and (z) any such event shall be governed by the force majeure, postponement or cancellation terms described in paragraph (a) above.*
- c. *Notwithstanding anything to the contrary in the production contract, Advertiser hereby agrees to indemnify, defend and hold producer harmless from and against any and all damages, liabilities, claims, costs, losses and expenses, including attorneys' fees and costs, arising out of, resulting from or relating to, directly or indirectly, the Coronavirus, to the extent not covered by insurance.*

Producer

By: _____

Its: _____

Date: _____

Agency, on its own behalf and on behalf of its advertiser client

By: _____

Its: _____

Date: _____

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