

Cate Blanchett walks the red carpet ahead of the 'A Star Is Born' screening on August 31, 2018, in Venice, Italy.



# A Roadmap for Navigating Celebrity Appearances at Conventions

BY RYAN ELLIS, ESQ.

Any conference organizer or event planner loves to have a celebrity at a convention, conference or other event to keep the crowd engaged, interested and energized. Regardless of the event's theme, celebrity appearances often can help draw more attendees than might otherwise attend a certain event. Celebrities simply can help to make an event a success.

Nevertheless, having celebrities at your event can also result in a number of challenges, both logistical and legal. For instance, there is often a need for enhanced security measures to protect the celebrity and event attendees. There is also a need for an air-tight contract given the many issues that can arise in the context of a celebrity appearance at an event. Various liability issues also

Dwayne Johnson and Stan Lee attend the annual Stan Lee's Los Angeles Comic Con 2017 Expo



may arise relating to a celebrity appearance at a convention or other event, particularly if the celebrity is controversial and may draw protests or may be traveling with an entourage that likes to mix it up.

Las Vegas is one of the epicenters of the conference and convention industry. Comic-Con, Consumer Electronics Show and a number of the most well-known conventions and events from across the world take place in Nevada. Thankfully for event planners, Nevada law provides a detailed set of rules and regulations that govern the hosting of events in the state. Due to the fact that Las Vegas, Reno and the state of Nevada more generally are hotspots for events, the state has a well-developed body of hospitality law that provides a predictable framework that can be used by event planners to ensure their event will be successful. Set forth in this article are some key considerations to ensure that a celebrity appearance at an event will be a success.

## Ensuring There is Sufficient Security at the Event

Security is one of the chief concerns for event organizers. Without adequate security, an event organizer is asking for serious trouble. An event organizer who invites a celebrity to a conference

needs to ensure there is sufficient security staff on hand to ensure both conference attendees and a celebrity guest are not harmed. Failure to do so can be costly given the liability issues that can ensue if adequate measures are not taken by event organizers. In the event there is an altercation that results in injuries to a celebrity or an event attendee, the convention organizers could potentially face legal liability. Such is particularly true if an incident is foreseeable, yet the conference organizers choose not to take any actions to adequately protect either the celebrity or the conference attendees. Nevada

law requires conference organizers to take reasonable measures to safeguard convention/conference attendees.<sup>1</sup> Given that celebrities typically draw larger crowds, it is reasonable to expect event organizers would take additional steps to have extra security personnel present if a celebrity will be at an event.

As an example of the liability that can arise in scenarios involving allegations of negligent or inadequate security at conventions and other events, in the mid-1990s a Nevada jury awarded \$6.7 million, including \$1.7 million in economic damages and \$5 million in punitive damages, to a female conference attendee at the annual Tailhook Convention.<sup>2</sup> The group reportedly had a reputation for the convention becoming quite rowdy every single year. Despite the large size



of the convention and its reputation for drunken patrons, the hotel that hosted the group's 1991 annual convention only had three security personnel to monitor more than 5,000 drunken convention-goers. Consequently, the plaintiff was sexually harassed and assaulted by drunken convention attendees.

As a result of the Tailhook case and similar cases, the Nevada Legislature subsequently enacted limitations on the ability of a plaintiff to obtain punitive damages against an employer for its employees' actions.<sup>3</sup> An employer can only be held liable for punitive damages based on an employee's breach of an obligation if the employer:

- i. Had advance knowledge the employee was unfit for the position he or she was employed in and employed the particular employee with a conscious disregard of the rights or safety of others;
- ii. Authorized or ratified the employee's conduct at issue; or
- iii. The employer is personally guilty of oppression, fraud or express or implied malice.

In addition, if the employer is a corporation, it can only be held liable for the actions of an employee if (i), (ii) or (iii) applies to an officer, director or managing agent of the corporation that was expressly authorized to direct or ratify the employee's conduct.<sup>4</sup> This is a positive development for conference organizers, but does not remove the requirement that event planners exercise due care in ensuring the safety and security of event attendees.

## Have a Written Risk Management Plan in Place

An ounce of prevention is worth a pound of cure. Having a well thought out risk management plan prior to an event involving a celebrity is particularly important. Considering the presence of a celebrity at a large conference can make what was already a difficult job for the event planner nearly impossible, this task becomes even more important. However, a smart event organizer will carefully study the venue and consider how many

exits and entrances there are, where security staff should be placed, where and when the celebrity will be making his or her appearance, and what crowd-control measures will be necessary, as well as what to do if an unforeseen incident like a fire occurs. Having a detailed risk management plan can assist if something untoward occurs and the event organizer is alleged to have done something that resulted in injury to a third party.

## Ensuring Contract Terms with the Celebrity Are Favorable

As with any relationship governed by a written contract, the written contract between the celebrity and the event organizer governs their relationship. The terms of this contract, and therefore the negotiation of and the final reduction of those terms to writing, become particularly important. Many attendees may choose to attend an event due to the celebrity's appearance in the first place. The fickle nature of some celebrities can make it particularly important that contracts governing a celebrity's appearance at an event have explicit provisions that address a cancellation or a no-show by the celebrity. This is essential to an event planner who may have invested significant resources, time and efforts in putting together and promoting an event. Finally, it gives an event planner the ability to exercise control over costs, because the fees that will be paid to the celebrity and when those amounts will be paid are clearly set forth in the contract.

## Addressing Liability Concerns Through Use of Proper Indemnification Provisions

Indemnification provisions, which allocate liability in the event a claim occurs that could potentially be the responsibility of more than one party, are contractual provisions by which one party agrees to assume responsibility in the event another party is sued. Indemnification agreements have the

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purpose of transferring risk and are an important tool for risk management, including for event planning. Unlike in some other states that severely limit their use, Nevada law permits the use of indemnification agreements if the agreement imposing the indemnity obligation conveys plainly the intent of the parties.<sup>5</sup> For example, if an individual slips and falls on a convention floor, she may seek to assert claims against both the owner and the organization responsible for cleaning the premises. In such a scenario, the cleaning company would be in the best position to prevent such an incident and might therefore indemnify the convention center's owner.

Indemnification provisions also have a place in the area of celebrity-event planner contractual relations. If the celebrity travels with a large entourage, it is possible there could be an altercation between a conference attendee and a member of the celebrity's entourage. It thus would be wise for the event planner to have in place an indemnity agreement requiring the celebrity to indemnify it in this scenario. The celebrity would be in the best place to ensure members of his or her entourage do not act in a way that will cause harm to others.

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### Conclusion

Having a celebrity appear at a conference is an excellent means to increase attendance and enthusiasm among attendees. Nevertheless, a celebrity's presence can create some challenges for the event planner. However, taking proper precautions by ensuring there is appropriate security plan, having a written risk management plan, and ensuring that there is a well-drafted contract between the event planner and the celebrity that provides for (i) indemnification and (ii) explicitly sets out the requirements and terms for the celebrity's appearance at the convention or event are particularly important. **NL**

1. *Early v. N.L.V. Casino Corp.*, 100 Nev. 200, 203 (1984).
2. The Tailhook Association is a group of current and former Navy and Marine pilots. At the time of the group's 1991 convention, the group had hosted its annual convention at the Las Vegas Hilton for 19 years prior to this incident.
3. NRS 42.007.
4. NRS 42.007(1).
5. *Rayburn Lawn & Landscape v. Plaster Dev. Co., Inc.*, 255 P.3d 268 (Nev. 2011).



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