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July 10, 2020

Via email

RE: Contract Cancellation

Dear Managing Authority:

This letter is to inform you that the Contract entered into on _____ by and between _____, and _____, for _____ has been frustrated due to the COVID-19 Executive Orders now in place in the State of New Jersey.

As you are aware, at the time writing this letter, *indoor wedding ceremonies* may be held so long as they comply with the limits on indoor gatherings, which limits events to 100 people or less or 25% of a room's capacity. However, *indoor wedding receptions* may not be held and indoor wedding venues¹, indoor catering halls, and indoor banquet halls remain closed in New Jersey. See [Executive Order No. 135](#); [Executive Order No. 152](#); [Executive Order No. 157](#); [Executive Order No. 161](#)

Frustration occurs when an unforeseen event such as COVID-19, through the fault of neither party, renders contractual obligations impossible, or radically changes the party's principal purpose for entering into the contract. In terms of COVID-19, a wedding or event may be said to be frustrated on the basis that the law has been changed, rendering the planned event illegal. Where, after a contract is made, a party's principal purpose is substantially frustrated without his fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the contract was made, his remaining duties to render performance are discharged, unless the language or the circumstances indicate the contrary. See *Rothman Realty Corp. v. Bereck*, 73 N.J. 590, 601-02 (1977).

In addition to the express terms of a contract, the law provides that every contract contains an implied covenant of good faith and fair dealing. This means that, even though not specifically stated in the contract, it is implied or understood that each party to the contract must act in good faith and deal fairly with the other party in performing or enforcing the terms of the contract. At this point in time your company is not acting as such. I have read the contract and will be filing for the arbitration if my clients' deposit money is not refunded within ten (10) days of your receipt of this letter. It is within my clients' consumer rights to be treated fairly and within the bounds of the law!

Please Govern Yourselves Accordingly,
RIVIERE ADVOCACY GROUP, ESQS.

RIVIERE ADVOCACY GROUP, ESQS.

Re:

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By: **PAUL J. RIVIERE ESQ.**

cc: clients