



440 E St Elmo Rd Building C1, Austin, TX

Events at Blue Norther Tasting Room

The Blue Norther Tasting Room is a warehouse-style venue with ranch chic décor. Features include a fully air-climatized space, rolling garage door for an indoor/outdoor feel, built-in bar, stage w/ disco ball, space for food trucks, conference room, mezzanine loft, and more. Located at The Yard, a mixed-use development in Central-South Austin beside the historic Missouri Pacific rail yard. It's the perfect "Austin" experience for both locals and visitors.

Capacity

Up to 250 guests

Capacity may vary depending on event layout.

Pricing

Pricing is based on an hourly rental fee with a 4-hour minimum. Setup, event, and breakdown hours must take place within the rental time frame. Listed pricing may have flexibility based on specific event details, please inquire for more information.

Rental fees include 1 Blue Norther Seltzer or Ranch Water drink per person!

Sunday-Thursday

\$425/hour for up to 100 guests (4 hour minimum)

\$550/hour for 100-300 guests (4 hour minimum)

Friday-Saturday

\$700/hour for up to 100 guests (4 hour minimum)

\$850/hour for 100-300 guests (4 hour minimum)

*3.25% credit card fee is charged in addition to rental fees.
Rates are subject to change for holidays and special events.*



Venue Rental Includes:

- Furniture
 - Main Tasting Room: 4-picnic tables, 4-barrel high tops, 16 barstools, lounge area, and 2-8' rustic wood tables.
 - Mezzanine green room space with 6 chairs
 - Conference Room with table and 8 chairs
- 8' x 12' stage
- 90" flat screen TV with Airplay and HDMI capabilities
- Bluetooth Audio Speaker
- WiFi internet access
- Catering Prep Area
- Complimentary Parking
- TABC Certified Bartenders- (1) bartender per 100 guests
- After Event Cleaning

Catering

Catering is coordinated directly by our Event Manager from one of our [catering partners](#) and is charged in addition to Venue Rental Fees. Additional catering and food truck options may be available and approved on a case-by-case basis.

Bar Service

- All venue rentals include 1 Blue Norther drink per guest! Additional Blue Norther drinks available, inquire for more details and pricing.
- Beer, wine, and NA beverages may be brought in by the event host and served by our TABC certified bartenders.
- Full-service bar catering is available from our catering partner Hank's.
- No outside seltzer products permitted.

Other Vendors

We can recommend vendors for Event Security, AV Rental, Entertainment Booking, etc.



BLUE NORTHER TASTING ROOM PRIVATE EVENT POLICIES

DEPOSIT & PAYMENT.

- Pricing is based on Venue Rental Fees which vary based on hours rented and day of the week.
- 3.5% credit card fee charged on all venue rental fees paid by credit card, waived if paid via ACH.
- A signed contract and **50% non-refundable deposit** are required to reserve the space for your event.
- Remaining balance is due **7 days** prior to the event date.

CANCELLATION.

Cancellation within 30 days of the event date - the full amount of the contract will be charged by Venue.

All cancellations must be made in writing and delivered to the Venue at least thirty (30) calendar days prior to the Event Date. There are no refunds for any deposit. Host(s) is responsible for payment in full if an event is cancelled within 30 days or less of the Event Date. Host(s) recognize that the foregoing cancellation policy is not intended to be punitive but reflect Venue foregoing actual or potential business opportunities in reserving the venue for Host(s) and diminished ability to rent the venue within 30 days or less prior to an event date.

CATERING

- Catering must be coordinated by our Event Manager Austin Venue Collective through our catering partners and via a separate contract agreement.
- Additional catering and food truck options may be available and approved on a case-by-case basis.
- 8.25% sales tax and 20% service charge are charged in addition to catering.
- Confirmed catering menus are due **14 days** prior to the event date.
- Confirmed guest count is due **7 days** prior to the event date.
- Catering proposals are estimated, actual costs are charged in full on the night of the event.
- You are charged for the entire catering guest count guarantee regardless of the actual # of guests in attendance at your event.
- **Cancellation within 30 days of the event date payment for the confirmed catering and bar service catering will be kept by Austin Venue Collective.**

BAR SERVICE

- Blue Norther Tasting Room is a non-TABC licensed venue.
- Blue Norther provides TABC Certified Bartenders- (1) bartender per 100 guests.
- All rentals include 2 Blue Norther seltzer or ranch water drinks per guest. Additional Blue Norther drinks available, inquire for more details and pricing.
- Beer, wine, and NA beverage may be brought in by the event host and served by our TABC certified bartenders.
- If the event host is providing their own beer, wine, and NA beverage they must coordinate delivery and pickup of product during their event rental time frame.
- Full-service bar catering is available from our catering partner Hank's and must be coordinated by our Event Manager Austin Venue Collective via a separate contract agreement.
- No outside seltzer or ranch water products permitted.



EVENT SETUP & BREAKDOWN.

- Event setup and breakdown must take place within your contracted venue rental time frame. If additional time is needed and overage of time occurs additional venue rental fees to be charged by the hour for additional time used.

A/V.

- Blue Norther provides a house music playlist, or the event host can provide their own house music playlist and connect via our Bluetooth audio system.
- 90" flat screen TV with Airplay and HDMI capabilities.
- Bluetooth Audio Speaker.
- WiFi

SPACE RENTAL.

Includes all venue furniture, 8' x 12' stage, and after event cleaning.

Included Furniture:

- Tasting Room: 4-picnic tables, 4-barrel high tops, 16 barstools, lounge area, and 2-8' rustic wood tables.
- Mezzanine: 6 chairs
- Conference Room: Conference room table and 8 chairs

PARKING.

Complimentary parking lot available, parking is included for all events.

PROPERTY & DAMAGES.

-Confetti, glitter, or rice and hanging items from the walls/ceiling are not permitted. If any of these guidelines are found broken, cleaning and/or repair fees will apply.

-Venue will not store or be responsible for personal property belonging to or rented to the event host. All such items must be removed from the restaurant at the end of the event.

-The person who serves as host or sponsor of an event will be responsible for any damage or loss of property that occurs in the function room or other areas of the restaurant that is caused by his or her guests, invitees, or independent contractors affiliated with the function.

EVENT PHOTOGRAPHY.

Photography may take place during the event for marketing and/or social media content. Host(s) hereby consents to Venue's photography during the event and Venue reserves the right to use any photographs and or other media reproductions of the event in publicity and advertising materials. Host(s) also consents to the use of Host's trademarks logos on Venue's website and advertising materials. Host(s) hereby grants Venue a limited license to use such trademarks, logos, and rights of publicity as provided herein throughout the term of this Agreement. Host(s) hereby indemnifies and holds Venue and its affiliates harmless from all damages, costs, and expenses (including reasonable attorneys' fees) arising in connection with Venue's use of Host's trademarks, logos, and rights of publicity pursuant to the terms hereof.



WEATHER CONTINGENCY.

In the event that rain or inclement weather should affect the event, the Venue shall take reasonable steps to adjust and move Host's event to an alternate protected area.

FORCE MAJEURE.

The Venue shall not be liable or responsible to Host(s), nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Venue including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Host(s) shall be entitled to give notice in writing to Venue to terminate this Agreement. For purposes of this Agreement, the presence of COVID-19 positive cases is not sufficient to trigger the Force Majeure clause *unless* there is a local, state, or federal government mandate shutting down the operation and service of the contracted location.

LIMITATION OF LIABILITY.

IN NO EVENT SHALL VENUE BE LIABLE TO HOST OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT VENUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL VENUE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VENUE PURSUANT TO THE APPLICABLE STATEMENT OF WORK IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

INDEMNIFICATION.

Each Party, its successors and assigns ("Indemnifying Party") shall indemnify, defend, and hold harmless the other and its affiliates, and its and their respective owners, employees, contractors, and agents ("Indemnified Parties") from and against any and all liabilities, losses, demands, actions, causes of action, claims, fines, suits, penalties, actions, judgments or other expenses, including, but not limited to, fines by regulatory authorities, suits by prospective customers, or reasonable attorneys' fees and costs, including costs incurred in enforcing a right to indemnification hereunder (collectively, "Losses") incurred by an Indemnified Party that arise from the Indemnifying Party's violation of any anti-bribery statute, law or regulation; provided, however, that such indemnity does not apply to the extent such Losses are caused by the gross negligence, willful misconduct or fraud of an Indemnified Party.



ENTIRE AGREEMENT.

This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy, email or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing

AGREEMENT TO ARBITRATE.

It is the intention of the Host(s) and Venue to use their reasonable best efforts to informally resolve, where possible, any dispute, claim, demand or controversy arising out of the performance of this Agreement by mutual negotiation and cooperation, a period of which shall be no less than five (5) business days from first notice of any such dispute. In the event the Host(s) and Venue are unable to informally resolve any such dispute, including relating to this Agreement, Host(s) and Venue agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the independent contractor relationship between Host(s) and Venue, and any disputes upon termination of the independent contractor relationship, including claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. The arbitration will be conducted in Travis County, Texas, by a single neutral arbitrator and in accordance with the American Arbitration Association's ("AAA") then current Employment Arbitration Rules' expedited procedures for resolution. Notwithstanding the provision in the preceding or subsequent paragraph with respect to applicable substantive law, the arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The arbitrator shall have the power to enter any award that could be entered by a judge of the trial court of the State of Texas, and only such power, shall follow the law. In the event the arbitrator does not follow the law, the arbitrator will have exceeded the scope of his or her authority and the parties may, at their option, file a motion to vacate the award in court. The parties agree to abide by and perform any award rendered by the arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof.

AMENDMENTS.

No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party

SEVERABILITY.

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and



(b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

SUCCESSORS AND ASSIGNS.

This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

NO THIRD-PARTY BENEFICIARIES.

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement

GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Texas, as such laws are applied to agreements entered into and to be performed entirely within Texas between Texas residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Travis County, Texas, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Travis County, Texas, such personal jurisdiction shall be nonexclusive.

WAIVER; AMENDMENT; MODIFICATION.

No term or provision hereof will be considered waived by Venue, and no breach excused by Venue, unless such waiver or consent is in writing signed by Venue. The waiver by Venue of, or consent by Venue to, a breach of any provision of this Agreement by Host(s), shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Host(s). This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

OPPORTUNITY TO REVIEW.

By executing this Agreement, the undersigned parties warrant and represent they have had an opportunity to review, including being presented with a copy of this Agreement and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement.