

1133 East 11th Street, Austin, TX 78702

Events at Nickel City

Nickel City is a laid back, East Austin neighborhood bar with a retro feel. Enjoy mixed drinks, extensive whiskey selection, draft & bottled beers plus Detroit-style food truck Delray Café.

<u>Available Event Hours</u>

Sun-Thur 12:00 PM - 2:00 AM Fri-Sat 12:00 PM - 5:00 PM

<u>Venue Buyout</u>

Exclusively private bar rental with indoor and outdoor spaces for up to 90 guests.

Pricing

All event rentals are based on F&B Minimums and are quoted on a case-by-case basis. Please inquire for pricing.

8.25% sales tax, 20% service charge, and room rental fees are charged in addition to minimums. Rates are subject to change for holidays and special events. Additional rental hours may incur additional fees.



Bar Service Bar service based on consumption \$4-6 beer \$8-10 wine \$10-15 mixed drinks



Our food truck serves Coney's, sliders, wings, and more.

Delray Café menu <u>HERE.</u>



Nickel City Terms & Conditions

PAYMENT.

-Event Rentals are based on Food & Beverage (F&B) Minimums and Room Rentals that vary based on day of the week and time of year. If the minimum guarantee is not met through food and beverage sales the remaining balance is charged as a room rental fee. Entertainment, décor, etc. are not applied towards the F&B Minimum. -8.25% sales tax and 20% service charge are charged in addition to the F&B Minimum.

-A signed contract and 25% non-refundable deposit are required to reserve the space for your event with the remaining balance charged on the day of the event.

-Event proposals are estimated, actual costs are due in full on the night of the event. 8.25% sales tax and 20% service charge are charged on actual total spend.

-Private events require the bar tab be purchased on one hosted tab and can be split on up to 6 credit cards in equal pay amounts. Individual tabs are not permitted.

-Confirmed event details are due **14** days prior to the event date.

-Guest count guarantee and/or best estimated guest count 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.

TABC REGULATIONS.

Venue is a Texas Alcohol Beverage Commission (TABC) licensed and insured provider of all kinds of spirits, beer, and wine. Due to TABC rules no outside alcohol is allowed anywhere on restaurant premises. Venue reserves the right to refuse alcohol service to anyone we may believe to be intoxicated or under 21 years of age.

Food from Delray Café

-Confirmed menu is due **14** days prior to the event date.

-Food and beverage will be prepared in accordance with the menu selected.

-Outside catering is subject to 10% outside vendor fee and is permitted only at the discretion of the venue. Outside catering must be full service and provide staffing and setup/cleanup for the duration of the event.

Event Setup & Breakdown

-Event rentals include up to 3 hours of event time, setup and breakdown time not included. -Any additional time needed for event setup or breakdown may be subject to additional fees.

-Guest list management is the responsibility of the event host, venue provides door staff for checking ID's and managing capacity only.

Parking

Free street parking is available in the neighborhood, check signage for limitations as some areas are by permit only.



AV/Music

Live Music permitted with Bar Buyouts only. Outdoor, amplified sound cannot exceed 75 decibels from the property line before 8:00pm (Sunday through Thursday) or 10:00pm (Friday and Saturday) As for indoor sound, it cannot exceed 85 decibels from the property line. As long as sound is kept at a reasonable level, respectful of our neighbors, it should be fine. Nickel City provides a house playlist as background music. Any additional AV needs can be acquired from an outside source, we can assist with coordination details.

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.