



## THE AUSTIN WINERY

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# **RENTAL AGREEMENT**

## **ABOUT US**

*Ross, Cooper, and Matt founded The Austin Winery in May 2014, establishing the first full production, grape-to-glass winery inside the Austin city limits. The Austin Winery is located at 440 E. St Elmo Rd A1, 78745 in a newly built out development, The Yard, just a quick 10-minute drive from the Capitol. We work with organic and biodynamic vineyards in the Texas High Plains and Hill Country. Our building's layout is straightforward: a contiguous tasting and production floor with a separate barrel room and a mezzanine above. The tasting room and event space has the capacity for large and small events. We produce wines with Austin's unique culture, climate, and cuisine in mind so our goal is to produce high quality wines in a snob-free, approachable environment. For more information and to see photos of our space, visit us online at [www.theaustinwinery.com](http://www.theaustinwinery.com), Facebook or Instagram (@theaustinwinery).*

## **FURNISHINGS**

In-house furnishing and seating are available and included in the rental (check the size of your party to see if the Mezzanine or a Full Rental option is better suited for your event; details listed on the second page of the agreement). If your event needs extra accommodations or a different style, check out Loot Rentals ([www.lootrentals.com](http://www.lootrentals.com)) or Premiere Events ([www.premiereeventsonline.com](http://www.premiereeventsonline.com)). We have a corporate rate with them and can facilitate the booking of outside items.

## **CATERING**

We currently provide high-end cheese and charcuterie plates from Antonelli's Cheese Shop for normal business hours. However, if you want more food options we can work with any caterer of your choice. We highly recommend Carlos Crusco Catering ([www.chefcarlos.com](http://www.chefcarlos.com)), Mum Foods ATX ([www.mumfoodsatx.com](http://www.mumfoodsatx.com)), and East Side King ([www.eastsideking.com](http://www.eastsideking.com)). We have a prep kitchen that includes a refrigerator, dishwasher, sinks, kitchen counters, and a grill/smoker for outside cooking. Caterers are responsible for maintaining a clean kitchen; failure to clean will result in a \$250 cleaning fee for the renter.

## **FLATWARE/GLASSWARE**

Outside flatware and china can be rented through the Loot Rentals or Premiere Events. We do not stock large amounts of these items except for wine glasses. Glasses are also available for purchase as souvenirs. Advance notice is required if you're looking to buy a large quantity.

## **PARKING**

The Yard has over 200 parking spots. Please beware of reserved spaces. Parking can be limited on busy days (Thursday – Sunday); we encourage you and your guests to Uber, Lyft, or Ride ATX. Be safe!



## THE AUSTIN WINERY

### MUSIC/ENTERTAINMENT

Our surround sound system can accommodate most music devices including phones (Aux/Headphone Jack), Ipods, laptops, and live music/DJ. You can also use our projector to put on some visual entertainment for your party via Apple Airplay (No DVD,VHS). A wireless microphone can be rented for \$75.

### DEPOSIT/CANCELLATION POLICY

A 50% non-refundable deposit of the rental fee is due upon agreement.

### NO NOS!

Since we have an open production area with all our equipment near the tasting room, we want to keep our product clean and safe from contaminants. Most decorations are welcome, but we have restrictions on certain types (see below). We will allow one hour directly before and after your event for clean up and tear down. Following TABC regulations, only 21+ will be served alcoholic beverages. If you have any questions on what is acceptable, feel free to ask!

#### NO:

- Smoking inside (including ALL electric devices)
- Glitter
- Confetti
- Sparklers
- Silly string
- Spray paint
- Open flames (excluding candles)
- Hanging nails/screws
- Outside wine/beer/liquor/food (unless agreed upon)
- Leaving trash/decorations behind (\$250 fee for extensive clean up)

### MEZZANINE

**Features:** A private space that overlooks the winery. Fully furnished.

**Capacity:** 40 (seating for 30)

**Rental Period:** 3 hours for event (excluding set up/tear down)

**Fees:** \$300 off peak (Sunday – Thursday); \$500 peak (Friday – Saturday)

**In-house Food & Beverage Minimum:** \$150 off peak; \$250 peak

**Down Payment:** 50% of rental price (due at signing)

### FULL RENTAL

**Features:** Full access to winery tasting room and mezzanine. Fully furnished.

**Capacity:** 220 (180 on main level, 40 in mezzanine. Seating for 110)

**Rental Period:** 6 hours for event (excluding set up/tear down)

**Fees:** \$2500 off peak (Sunday – Thursday); \$6000 peak (Friday – Saturday)

**In-house Food & Beverage Minimum:** \$750 off peak; \$2000 peak

**Down Payment:** 50% of rental price (due at signing)



# THE AUSTIN WINERY

## YOUR EVENT DETAILS

FIRST: \_\_\_\_\_ LAST: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_ NUMBER OF GUESTS: \_\_\_\_\_  
 NAME OF YOUR EVENT: \_\_\_\_\_ FULL RENTAL:  **OR** MEZZANINE RENTAL:   
 DATE AND TIME OF EVENT (INCLUDING SET UP TIME); START: \_\_\_\_\_ END: \_\_\_\_\_  
 CATERING/FOOD/ETC: \_\_\_\_\_  
 OTHER DETAILS (provide company for business rental): \_\_\_\_\_

## AGREEMENT

This contract for the rental of a venue is made this day, \_\_\_\_\_, by and between THE AUSTIN WINERY, hereafter referred to as the Owner, and \_\_\_\_\_, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at 440 EAST ST ELMO, BUILDING A-1, AUSTIN, TX, 78745 and known as THE AUSTIN WINERY, and whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated; Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of \$ \_\_\_\_\_ for \_\_\_\_\_ no later than \_\_\_\_\_ (recommended: 30 days before the commencement of the rental period). Of this amount, \$ %50 is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. The remainder, \$ \_\_\_\_\_, is for damages/security deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the venue by Renter or his/her associates.
2. The Renter shall have access to and use of the venue from \_\_\_\_\_ o'clock on \_\_\_\_\_, to \_\_\_\_\_ o'clock on \_\_\_\_\_, for the purpose of hosting the Renter's \_\_\_\_\_ event.
3. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it. Fees may apply for extensive clean up.
4. Upon Renter's completion of his/her obligations above, the Owner shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.
5. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.
6. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

DATE \_\_\_\_\_ PRINT(RENTER) \_\_\_\_\_ SIGNITURE(RENTER) \_\_\_\_\_  
 DATE \_\_\_\_\_ PRINT(OWNER) \_\_\_\_\_ SIGNITURE(OWNER) \_\_\_\_\_