



## **Private Events at Diner Bar & The Grey Market**

**Founded by two-time James Beard winning chef, Mashama Bailey, from The Grey in Savannah, GA. Sister restaurant concepts Diner Bar and The Grey Market offer Southern and Texas inspired menus and are both located adjacent to the Thompson Hotel's lobby in Downtown Austin.**

### **Pricing:**

Pricing based on Food & Beverage (F&B) Minimums for up to 3 hours of dining time.  
8.25% sales tax, 20% service charge, and Room Rental Fees are charged in addition to F&B Minimums.  
Rates subject to change for holidays and special events.

### **Diner Bar Semi-Private Dining**

Partitioned section of Diner Bar's Main Dining Room 5:00-10:00pm daily.  
Capacity: up to 20 guests plated and up to 50 guests' family style.  
Sunday-Thursday- \$3000 F&B Minimum + \$500 Room Rental Fee  
Friday-Saturday- \$4000 F&B Minimum + \$500 Room Rental Fee

### **The Grey Market Private Dining Room**

The Grey Market turns into Diner Bar's private event space 5:00-10:00pm daily.  
Capacity: up to 20 guests plated, up to 50 guests' family style, and up to 75 guests' reception style.  
Sunday-Thursday- \$2000 F&B Minimum + \$500 Room Rental Fee  
Friday-Saturday- \$3000 F&B Minimum + \$500 Room Rental Fee  
Please inquire for Daytime Buyout pricing.

### **Diner Bar Restaurant Buyout**

Dedicated buyout of Diner Bar available 7:00am-10:00pm daily.  
Capacity: up to 75 guests family style and up to 125 guests' reception style.

#### **Breakfast/Brunch/Lunch- 7:00am-4:00pm**

Monday-Friday \$2000 F&B Minimum + \$500 Room Rental Fee  
Saturday-Sunday- \$4000 F&B Minimum + \$500 Room Rental Fee

#### **Dinner- 4:00-10:00pm**

Sunday-Thursday \$10,000 F&B Minimum + \$1500 Room Rental Fee  
Friday-Saturday- \$20,000 F&B Minimum + \$500 Room Rental Fee

### **Diner Bar-The Grey Market Restaurant Buyout**

Combined rental of Diner Bar and The Grey Market available 7:00am-10:00pm daily.  
Capacity: up to 125 family style and up to 200 reception style  
Please inquire about pricing.

## **MENU\***

Menus priced per person and dietary restrictions accommodated upon request. \*Menu items subject to change with or without notice based on seasonality and availability.

- **Dinner Family Style, \$80 per person** [MENU](#)
- **Dinner Plated (up to 20 guests only), \$80 per person** [MENU](#)
- **3 Passed Appetizers, \$30 per person / 3 Stationary Appetizers, \$30 per person** [MENU](#)
- **Breakfast/Brunch Family Style, \$45** [MENU](#)
- **Breakfast/Brunch Plated, \$45** [MENU](#)
- **Lunch Family Style, \$45** [MENU](#)
- **Lunch Plated, \$45** [MENU](#)

## **BAR SERVICE\***

Bar Service is priced based on consumption with cocktails & beer priced by the drink and wine by the bottle. \*Menu items subject to change with or without notice based on seasonality and availability.

Drink menus can be viewed [HERE](#).

- **Signature Cocktails {up to 2 house or vintage cocktails may be pre-selected}**
- **Wine by the bottle {up to 4 wines may be pre-selected}**
- **House & Vintage Cocktails \$15-18**
- **Beer \$6-9**
- **Wine, see list for bottle pricing.**

## **Diner Bar Terms & Conditions**

### **PAYMENT.**

- Event rentals are based on Food & Beverage (F&B) Minimums + Room Rental Fees for a 3-hour event that vary based on day of the week and time of year. If the minimum guarantee is not met through food & beverage sales the remaining balance will also be charged as a room rental fee.
- 8.25% sales tax, 20% service charge, and Room Rental Fees are charged in addition to the F&B minimum.
- Events extending longer than 3 hours are subject to additional room rental fees of \$250 per hour.
- A signed contract and credit card authorization form are required to reserve the space for your event with the total amount due charged in full on the day of the event.
- Event proposals are estimated, actual costs are due in full on the night of the event.
- Separate checks are not available for private events, we can charge one payment method or split payment equally on up to 6 credit cards.

### **CANCELLATION.**

**-Cancellation within 30 days of the event date – Contracted F&B Minimum will be owed to Diner Bar.**

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.

### **FOOD & BEVERAGE.**

- Confirmed menu & bar details are due **14** days prior to the event date. If final F&B selections are not received by the 14-day deadline, the restaurant reserves the right to offer menu and bar selections of their choosing.
- Guest count guarantee is due **7** days prior to the event date. You are charged for the entire guest count guarantee regardless of the actual # of guests in attendance at your event.
- Food and beverage must be provided by Diner Bar. Menu options change seasonally and with chef inspiration.
- Menu pricing is per person.
- Bar service is charged based on consumption priced by the drink for beer and cocktails and by the glass or bottle for wine. Bar service with individual tabs is not permitted.
- Cake/dessert from outside vendors are permitted with a \$100 cake cutting/outside vendor fee.

### **TABC REGULATIONS.**

Diner Bar 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.

### **EVENT SPACE SETUP.**

- Private dining includes up to 3 hours of dining time. If needed, setup and breakdown time are available, additional fees may apply.
- Restaurant Buyouts include 2-hour setup and 1-hour breakdown in addition to 3 hours of dining time. Additional setup and breakdown time available, additional fees may apply.

### **A/V.**

- A/V can be rented and brought in for private events, please inquire for more information.

### **PARKING.**

- Valet parking is available at the Thompson Hotel entrance at 500 San Jacinto Blvd., for \$10/car.
- Metered street parking is also available throughout the Downtown area.

**OUTSIDE VENDORS.**

- Outside vendors including rentals, décor, florals, cake, live entertainment, etc. are permitted.
- Deliveries can be made any time after 4:00pm on the day of the event. Vendor name, what they are delivering, and what time they are delivering is required.
- Diner Bar does not permit the use of confetti, glitter, or rice.
- Diner Bar staff not responsible for any setup involving outside vendors.

**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.

**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.

**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.

**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.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement along with the attached Terms and Conditions to be executed as of the day and year first hereinabove written.

**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.