

ABOUT US

NIGHTCAP WAS ORIGINALLY CONCEIVED AS A PLACE FOR SWEET SUSTENANCE AND SPARKLING COCKTAILS. OVER THE PAST EIGHT YEARS, EIGHT MONTHS AS OF THIS SEPTEMBER, WE HAVE EVOLVED INTO SO MUCH MORE. OUR SPACE IS NOW KNOWN AS A LATE NIGHT, DATE NIGHT SPOT FOR GUESTS AND FRIENDS ALIKE. THE COZY ATMOSPHERE IS WELCOMING, ROMANTIC AND IS ALSO A GREAT PLACE TO DINE SOLO. IT'S A SPACE TO MAKE NEW FRIENDS, ENJOY SOME INCREDIBLY TASTEFUL FOOD AND COCKTAILS THAT AIM TO PLEASE. NIGHTCAP CARRIES AN OLD SCHOOL AUSTIN VIBE THAT IS HARD TO BE CLASSIFIED AS A BAR OR RESTAURANT. WE LIKE TO CONSIDER OURSELVES AS A NIGHTLY DINNER PARTY AT YOUR FRIENDS HOUSE. THE IDEA IS TO COME OVER, HAVE A GREAT TIME AND LET US CLEAN UP AFTERWARDS. ON SPECIAL OCCASIONS, GLITTER IS OUR FAVORITE COLOR THAT IS OFTEN PAIRED WITH BUBBLES. WE HOPE YOU JOIN US FOR ANY OCCASION AND TRULY ENJOY YOUR EVENING.

**XOXOXO,
CHRISTIN & THE NIGHTCAP
FAMILY**



nightcap



PRIVATE EVENTS WITH A LARGER GUEST LIST

OUR LITTLE PURPLE HOUSE HAS PRIVATE, SEMI-PRIVATE SPACES AND LARGE TABLES TO HOST GUESTS RANGING FROM 2 TO 200

OUR SPACES

PRICING BELOW REPRESENTS TUESDAY - THURSDAY FOOD AND BEVERAGE MINIMUMS

FULL YARD

UP TO 100 GUESTS

\$6,500 FOOD AND BEVERAGE MINIMUM

****CONSULT WITH OUR CHEF FOR A CUSTOM MENU****

THERE WILL BE A 25% INCREASE ON FOOD AND BEVERAGE MINIMUMS FOR FRIDAY AND SATURDAY EVENTS

GUEST COUNTS PER SPACE CAN BE SHIFTED TO SUIT UP TO 125 PEOPLE INDOORS

****HEATERS AND WELL AS SARAPES ARE ALWAYS AVAILABLE DURING COLD WEATHER MONTHS; IF ADDITIONAL HEATERS ARE REQUESTED, THE GUEST WILL BE NOTIFIED OF ADDITIONAL CHARGES****

*****TENTING IS OPTIONAL FOR AN ADDITIONAL CHARGE*****

EXTRA FUN

WE HAVE BEEN KNOWN TO THROW A FEW FUN HOUSE PARTIES IN OUR TIME.

WANT US TO BRING IN A SMALL BAND? A DJ?

HAVE A THEME IN MIND?

WANT TO CAPTURE THE EVENING FOREVER?

CARE TO HAVE THE ENTIRE SPACE DECKED OUT WITH BALLOONS AND GLITTER?

WE GOT YOU!!! JUST TELL US YOUR DREAMS!!!



nightcap

SAMPLE DINNER MENU OPTIONS

*ADDITIONAL SELECTIONS CAN BE ADDED AT FULL MENU PRICE
SUBSTITUTIONS AVAILABLE UPON REQUEST; PRICE MAY INCREASE; PRICE WILL NOT DECREASE
PRICING BASED ON A THREE HOUR EVENT*

FAMILY STYLE SERVICE

\$60 PER PERSON

APPETIZERS

CHEESE AND CHARCUTERIE

ASSORTED CHEESES, ITALIAN PROSCUITTO, SPANISH CHORIZO, MIXED OLIVES, MARCONA ALMONDS, LOCAL HONEY, HOUSE BAKED FOCACCIA

CRISPY BRUSSELS SPROUTS

TOMATILLO JAM, PEANUTS, SESAME, HERBS, CHILI OIL

ARROZ CON POLLO

CAROLINA GOLD RICE, "CHICHARRON" THIGHS, SPANISH CHORIZO, SPICED AIOLI, CILANTRO, FRESNO CHILIES

ENTRÉES

POTATO GNOCCHI

SWEET CORN, HEIRLOOM GRAPE TOMATOES, LEMON, PARMESEAN, BASIL

ROASTED CHICKEN

AIRLINE BREAST, WHIPPED GOAT CHEESE, ROASTED BELL PEPPER, PECANS, LOCAL RADISH, ARUGULA, OLIVES

GRILLED MARKET FISH

FINGERLING POTATOES, CUCUMBER, YOGURT, LEMON, DILL

DESSERTS

TEXAS SHEET CAKE

CHOCOLATE, CINNAMON, TEXAS PECANS, CHARRED FLUFF

BANANAS FOSTERS PUDDING

WAFERS, BROWN SUGAR, RUM, GIFFARD BANANE DE BRESIL, CREAM

FAMILY STYLE SERVICE

\$75 PER PERSON

APPETIZERS

CHEESE AND CHARCUTERIE

ASSORTED CHEESES, ITALIAN PROSCUITTO, SPANISH CHORIZO, MIXED OLIVES, MARCONA ALMONDS, LOCAL HONEY, HOUSE BAKED FOCACCIA

CRISPY BRUSSELS SPROUTS

TOMATILLO JAM, PEANUTS, SESAME, HERBS, CHILI OIL

ARROZ CON POLLO

CAROLINA GOLD RICE, "CHICHARRON" THIGHS, SPANISH CHORIZO, SPICED AIOLI, CILANTRO, FRESNO CHILIES

NOLA BBQ SHRIMP

BLACKENED GULF SHRIMP, BUTTER, BLACK PEPPER, HARD HERBS, LEMON, BAGUETTE

ENTRÉES

POTATO GNOCCHI

SWEET CORN, HEIRLOOM GRAPE TOMATOES, LEMON, PARMESEAN, BASIL

ROASTED CHICKEN

AIRLINE BREAST, WHIPPED GOAT CHEESE, ROASTED BELL PEPPER, PECANS, LOCAL RADISH, ARUGULA, OLIVES

GRILLED MARKET FISH

FINGERLING POTATOES, CUCUMBER, YOGURT, LEMON, DILL

CARNITAS GRILLED CHEESE BITES

TRIBECA SOURDOUGH, QUESO OAXACA, PEPPER JACK, BRAISED PORK, FIRE SAUCE

DESSERTS

TEXAS SHEET CAKE

CHOCOLATE, CINNAMON, TEXAS PECANS, CHARRED FLUFF

BANANAS FOSTERS PUDDING

WAFERS, BROWN SUGAR, RUM, GIFFARD BANANE DE BRESIL, CREAM

FAMILY STYLE SERVICE

\$90 PER PERSON

APPETIZERS

CHEESE AND CHARCUTERIE

ASSORTED CHEESES, ITALIAN PROSCUITTO, SPANISH CHORIZO, MIXED OLIVES, MARCONA ALMONDS, LOCAL HONEY, HOUSE BAKED FOCACCIA

CRISPY BRUSSELS SPROUTS

TOMATILLO JAM, PEANUTS, SESAME, HERBS, CHILI OIL

ARROZ CON POLLO

CAROLINA GOLD RICE, "CHICHARRON" THIGHS, SPANISH CHORIZO, SPICED AIOLI, CILANTRO, FRESNO CHILIES

NOLA BBQ SHRIMP

BLACKENED GULF SHRIMP, BUTTER, BLACK PEPPER, HARD HERBS, LEMON, BAGUETTE

SOUTH TEXAS CEVICHE

FRESH GULF RED SNAPPER, RED ONIONS, CILANTRO, TOMATOES, LIME & LEMON JUICE, HOUSE MADE FLOUR TORTILLA CHIPS

ENTRÉES

POTATO GNOCCHI

SWEET CORN, HEIRLOOM GRAPE TOMATOES, LEMON, PARMESEAN, BASIL

ROASTED CHICKEN

AIRLINE BREAST, WHIPPED GOAT CHEESE, ROASTED BELL PEPPER, PECANS, LOCAL RADISH, ARUGULA, OLIVES

GRILLED MARKET FISH

FINGERLING POTATOES, CUCUMBER, YOGURT, LEMON, DILL

RANGER CATTLE WAGYU

FINGERLING POTATOES, CHIMICHURRI

DESSERTS

TEXAS SHEET CAKE

CHOCOLATE, CINNAMON, TEXAS PECANS, CHARRED FLUFF

BANANAS FOSTERS PUDDING

WAFERS, BROWN SUGAR, RUM, GIFFARD BANANE DE BRESIL, CREAM

SAMPLE BEVERAGE MENU OPTIONS

ADDITIONAL SELECTIONS CAN BE ADDED AT FULL MENU PRICE

SUBSTITUTIONS AVAILABLE UPON REQUEST; PRICE MAY INCREASE; PRICE WILL NOT DECREASE

PRICING BASED ON A THREE HOUR EVENT...AFTER THREE HOURS DRINKS WILL BE CHARGED BASED UPON CONSUMPTION AT FULL MENU PRICE

TEIR ONE

\$40 PER PERSON

SPIRIT OPTIONS

VODKA

DRIPPING SPRINGS 1876

RUM

FLOR DE CAÑA 4 YEAR EXTRA DRY

GIN

BROKER'S LONDON DRY

TEQUILA

EL JIMADOR

BOURBON

EVAN WILLIAMS BONDED BOURBON

RYE

OLD OVERHOLT

WINE OPTIONS

PROSECCO

VAL D'OCA - VENETO, ITALY

PINOT GRIGIO

CK MONDAVI - NAPA VALLEY, CALIFORNIA

CABERNET SAUVIGNON

CK MONDAVI - NAPA VALLEY, CALIFORNIA

BEER OPTIONS

MILLER LITE

AMERICAN PILSNER

MODELO ESPECIAL

MEXICAN PILSNER STYLE LAGER

PEARL SNAP

GERMAN STYLE PILS

*EACH TIER INCLUDES THE FOLLOWING MIXERS: SPARKLING WATER, TONIC, MEXICAN COKE, DIET COKE, SPRITE, CRANBERRY JUICE, PINEAPPLE JUICE, GRAPEFRUIT JUICE, ORANGE JUICE**

TEIR TWO

\$50 PER PERSON

SIGNATURE COCKTAIL OPTIONS

BEFORE THE PICKLE GETS TICKLED

TITO'S, LILLET BLANC, LEMON, CUCUMBER

WHISKEY BUSINESS

BONDED BOURBON, ST. GERMAIN, ANGOSTURA BITTERS

GHOST EM GURL

DULCE VIDA PINEAPPLE & JALAPEÑO TEQUILA, LIME, GHOST PEPPER, HIBISCUS

SPIRIT OPTIONS

VODKA

TITO'S HANDMADE VODKA

RUM

BACARDI SILVER

GIN

WILD JUNE BOTANICAL GIN

TEQUILA

CORRALEJO BLANCO

BOURBON

JACK DANIELS

RYE

BULLEIT 95 RYE

WINE OPTIONS

PROSECCO

VAL D'OCA - VENETO, ITALY

PINOT GRIGIO

CK MONDAVI - NAPA VALLEY, CALIFORNIA

SAUVIGNON BLANC

SAINT CLAIR - MARLBOROUGH, NEW ZEALAND

CABERNET SAUVIGNON

CK MONDAVI - NAPA VALLEY, CALIFORNIA

MALBEC

FINCA EL ORIGEN GRAN RESERVA - MENDOZA, ARGENTINA

BEER OPTIONS

MILLER LITE

AMERICAN PILSNER

MODELO ESPECIAL

MEXICAN PILSNER STYLE LAGER

PEARL SNAP

GERMAN STYLE PILS

LOVE STREET

KOLSCH STYLE

*EACH TIER INCLUDES THE FOLLOWING MIXERS: SPARKLING WATER, TONIC, MEXICAN COKE, DIET COKE, SPRITE, CRANBERRY JUICE, PINEAPPLE JUICE, GRAPEFRUIT JUICE, ORANGE JUICE**

TEIR THREE

\$70 PER PERSON

SIGNATURE COCKTAIL OPTIONS

BEFORE THE PICKLE GETS TICKLED

TITO'S, LILLET BLANC, LEMON, CUCUMBER

WHISKEY BUSINESS

BONDED BOURBON, ST. GERMAIN, ANGOSTURA BITTERS

GHOST EM GURL

DULCE VIDA PINEAPPLE & JALAPEÑO TEQUILA, LIME, GHOST PEPPER, HIBISCUS

SPIRIT OPTIONS

VODKA

KETTLE ONE

RUM

BACARDI SILVER

GIN

AVIATION GIN

TEQUILA

DON JULIO BLANCO

BOURBON

WOODFORD RESERVE

RYE

BULLEIT 95 RYE

WINE OPTIONS

PROSECCO

VAL D'OCA - VENETO, ITALY

WHITE BLEND

WAUGH FAMILY VINEYARDS - NAPA VALLEY, CALIFORNIA

SAUVIGNON BLANC

SAINT CLAIR - MARLBOROUGH, NEW ZEALAND

RED BLEND

WAUGH FAMILY VINEYARDS - NAPA VALLEY, CALIFORNIA

MALBEC

FINCA EL ORIGEN GRAN RESERVA - MENDOZA, ARGENTINA

PINOT NOIR

BENTON LANE - WILLAMETTE, OREGON

BEER OPTIONS

MILLER LITE

AMERICAN PILSNER

MODELO ESPECIAL

MEXICAN PILSNER STYLE LAGER

PEARL SNAP

GERMAN STYLE PILS

LOVE STREET

KOLSCH STYLE

*EACH TIER INCLUDES THE FOLLOWING MIXERS: SPARKLING WATER, TONIC, MEXICAN COKE, DIET COKE, SPRITE, CRANBERRY JUICE, PINEAPPLE JUICE, GRAPEFRUIT JUICE, ORANGE JUICE**

FULL SERVICE EVENT CONTRACT

PLEASE READ ALL INFORMATION ENCLOSED IN THIS CONTRACT CAREFULLY FOR ACCURACY INCLUDING FOOD ITEMS, RENTAL ITEMS, EVENT DATES, ARRIVAL TIMES, PERSONNEL, TELEPHONE NUMBER & EVENT LOCATION. ANY CHANGES MADE TO THE CONTRACT WILL REQUIRE SIGNATURES FROM BOTH THE EVENT COORDINATOR AS WELL AS THE CLIENT. AN ESTIMATE DOES NOT BIND SERVICES. TO CONFIRM SERVICES, SIGN CONTRACT AND RETURN WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE RECEIVED VIA EMAIL OR GUEST PORTAL FROM THE EVENT MANAGEMENT SOFTWARE. IF THE SIGNED CONTRACT IS NOT RECEIVED WITHIN FIVE (5) BUSINESS DAYS THE EVENT WILL BE CANCELED. A 50% DEPOSIT PAYABLE BY CREDIT CARD, CHECK, OR CASH IS REQUIRED TO FULLY EXECUTE THIS CONTRACT. DELIVERY, PICKUP AS WELL AS THIRD PARTY SERVICES MUST BE PREPAID IN FULL.

PRICING AND CANCELLATION

FINAL CHARGES WILL BE BASED ON THE GUARANTEED NUMBER OF GUESTS OR ACTUAL NUMBER OF GUESTS ON THE DAY OF THE EVENT, WHICHEVER IS GREATER. GUARANTEED NUMBER OF GUESTS IS REQUIRED NO LESS THAN SEVEN (7) BUSINESS DAYS IN ADVANCE OF THE EVENT DATE. IF NO GUARANTEE IS RECEIVED, THE EVENT COORDINATOR WILL REFER TO THE LAST GUARANTEED GUEST COUNT THAT HAS BEEN SIGNED AND CONFIRMED. CHANGES TO THE CONTRACT (WITHIN THE THREE (3) DAYS) WILL INCUR ADDITIONAL FEES TO BE DETERMINED BY THE EVENT COORDINATOR AND NIGHTCAP. WITHIN TWO WEEKS OF THE EVENT, THE GUARANTEED GUEST COUNT MAY NOT BE REDUCED BUT CAN BE INCREASED UP TO ONE WEEK BEFORE. MENU PRICING IS SUBJECT TO CHANGE AND PRICES ARE NOT GUARANTEED UNTIL A SELECTION HAS BEEN SUBMITTED. FOOD COSTS ARE SUBJECT TO CHANGE BASED ON SEASONALITY.

EVENT RENTALS ARE BASED ON REQUIRED MINIMUM SPEND AND CANNOT BE APPLIED TOWARDS THE FOOD AND BEVERAGE MINIMUM. FOOD AND BEVERAGE MINIMUMS VARY AND ARE BASED ON EVENT TIME FRAME, DAY OF THE WEEK AND SEASONALITY. ALL FOOD AND BEVERAGE PURCHASES ARE APPLIED TOWARDS THE MINIMUM SPEND. ENTERTAINMENT, A/V, FLORAL, DECOR, SERVICE RENTALS AND FURNITURE ARE NOT APPLIED TOWARDS THE MINIMUM. CONFIRMED MENU AND BAR DETAILS ARE DUE TWO WEEKS (14 DAYS) PRIOR TO THE EVENT DATE.

8.25% SALES TAX, 20% SERVICE CHARGE OR STAFFING MINIMUM ARE CHARGED IN ADDITION TO THE F&B MINIMUM AS WELL AS A 5% COORDINATION FEE. EVENT PROPOSALS ARE ESTIMATED, ACTUAL COSTS ARE DUE IN FULL ON THE NIGHT OF THE EVENT. EVENTS THAT ARE OUTSIDE OF NORMAL BUSINESS HOURS ARE SUBJECT TO ADDITIONAL STAFFING FEES AS WELL AS EVENT SPACE RENTAL FEES.

CANCELLATION PRIOR TO TWO MONTHS IN ADVANCE OF THE EVENT, THE ENTIRE DEPOSIT WILL BE RETAINED. A \$150.00 ADMINISTRATIVE FEE WILL BE CHARGED FOR TIME AND COORDINATION INVESTED IN THE EVENT.

CANCELLATION LESS THAN ONE MONTH IN ADVANCE OF THE EVENT, 50% OF ANTICIPATED GROSS REVENUE WILL BE CHARGED. CANCELLATION LESS THAN TWO WEEKS IN ADVANCE OF THE EVENT, 100% OF THE ANTICIPATED GROSS REVENUE WILL BE CHARGED.

TRAVEL AND DELIVERY FEES

EQUIPMENT DELIVERY FEES ARE INCLUDED IN THE RENTAL CONTRACT IF DELIVERED TO THE EVENT LOCATION WITHIN TWO (2) HOURS OF THE CONTRACTED START TIME, OR AT A TIME/DATE REQUESTED BY NIGHTCAP. CLIENT REQUESTS FOR PRE-DELIVERY, OR POST-EVENT EQUIPMENT DELIVERIES/PICKUPS WILL INCUR ADDITIONAL FEES BASED ON MILEAGE/TIME TO BE DETERMINED BY NIGHTCAP.

EVENT RENTALS MAY INCLUDE SETUP AND BREAKDOWN TIME ONLY IF BUILT INTO TOTAL RENTAL TIME OF THE EVENT AND IS SUBJECT TO ADDITIONAL F&B MINIMUM CHARGES.

PROPERTY AND DAMAGES

NIGHTCAP IS NOT RESPONSIBLE FOR PERSONAL PROPERTY BELONGING TO OR RENTED TO THE EVENT HOST. CLIENT PROVIDED PROPERTY FOR EACH EVENT MUST BE DISCLOSED PRIOR. NIGHTCAP RESERVES THE RIGHT TO APPROVE OR DISAPPROVE ANY CLIENT PROPERTY. ALL SUCH ITEMS MUST BE REMOVED FROM THE RESTAURANT AT THE END OF THE EVENT. NIGHTCAP WILL NOT ASSUME OR ACCEPT RESPONSIBILITY FOR DAMAGE TO OR LOSS OF PERSONAL ARTICLES OR RENTED EQUIPMENT LEFT IN THE RESTAURANT PRIOR TO, DURING OR FOLLOWING ANY EVENT. NIGHTCAP ALLOWS ONLY SAFELY AFFIXING ANYTHING TO THE WALLS, FLOORS, FURNISHINGS OR CEILINGS OF ANY EVENT SPACES USING GAFF TAPE AND/OR BRICK CLIPS. NIGHTCAP DOES NOT PERMIT OPEN FLAMED CANDLES, ALL CANDLES MUST BE GLASS ENCASED PER FIRE CODE. THE PERSON WHO SERVES AS HOST OR SPONSOR OF AN EVENT WILL BE FINANCIALLY 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.

FINAL PAYMENT

FINAL PAYMENT IS TO BE COLLECTED BY THE EVENT COORDINATOR ON THE DAY OF THE EVENT AT ITS CONCLUSION. SALES TAX OF 8.25% APPLIES TO ALL FEES (WITH EXCEPTION OF STAFFING FEES). IF TAX EXEMPT - A SALES TAX EXEMPTION CERTIFICATE MUST BE PROVIDED SEVENTY TWO (72) HOURS PRIOR TO THE EVENT.

A 3% CREDIT CARD SURCHARGE WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS. IF PHYSICAL CREDIT CARD IS NOT PRESENT AT FINAL PAYMENT, AN ADDITIONAL 1% OF THE SUBTOTAL WILL BE APPLIED.

DELINQUENT ACCOUNTS WILL BE CHARGED 5% OF THE TOTAL BILL. ALL RETURNED CHECKS WILL BE ASSESSED A \$50.00 FEE.

PERSONNEL AND OVERTIME

EACH EVENT HAS DIFFERENT LABOR/TIME DEMANDS. THIS PROPOSAL SPECIFIES THE ARRIVAL TIME AND ENDING TIME OF YOUR PARTICULAR EVENT. THE CONTRACTED TIME WILL INCLUDE THE SET UP AND BREAKDOWN WHICH BEGIN PROMPTLY AT ARRIVAL AND CONCLUDE WITH THE DEPARTURE FROM THE EVENT SITE. CORRESPONDING OVERTIME CHARGES WILL BE ADDED TO THE EXISTING EVENT BALANCE. THE CLIENT AGREES TO PAY THE ADDITIONAL CHARGES EVEN IF THE EVENT HAS BEEN PREPAID. PLEASE UNDERSTAND THAT OUR STAFF CANNOT MOVE FURNITURE OR ANYTHING HEAVY IF IT IS NOT IN THE CONTEXT OF THEIR NORMAL DUTIES.

ADDITIONAL FOOD/EQUIPMENT FROM OTHER SOURCES

IF THE CLIENT WISHES TO SUPPLY ANY FOOD OTHER THAN THAT PROVIDED BY NIGHTCAP THEY MUST FIRST ACQUIRE THE APPROVAL OF THE EVENT COORDINATOR. WE WILL NOT ALLOW FOOD FROM UNAPPROVED SOURCES TO BE MIXED WITH OUR PRODUCTS.

DUE TO OUR COMMITMENT TO QUALITY, NIGHTCAP RESERVES THE RIGHT TO CHANGE/MODIFY ANY INGREDIENT THAT MAY BE REJECTED BY OUR QUALITY CONTROL MANAGER. THE CLIENT WILL BE INFORMED OF ANY SPECIFIC CHANGES BEFORE PROCEEDING WITH THE SUBSTITUTION.

DUE TO STATE LAW, GUESTS MAY NOT BRING ANY ALCOHOLIC BEVERAGES INTO NIGHTCAP. THE GUEST MUST OBTAIN PRIOR APPROVAL FROM NIGHTCAP BEFORE BRINGING ANY FOOD OR NON-ALCOHOLIC BEVERAGES FROM OUTSIDE SOURCES.

SERVICE AND STAFFING FEES

A MINIMUM 25% STAFFING FEE APPLIES TO ALL CHARGES. AS EVENTS ARE CUSTOM DESIGNED, STAFFING FEES MAY VARY AS A RESULT. ADDITIONAL FEES MAY BE ADDED TO CLIENT PROVIDED PROPERTY.

FORCE MAJEURE

AN EVENT BEYOND THE CONTROL OF THE CLIENT AND THE OPERATOR, WHICH PREVENTS A PARTY FROM COMPLYING WITH ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO:

-ACT OF GOD; SUCH AS BUT NOT LIMITED TO FIRE, EXPLOSIONS, EARTHQUAKES, DROUGHT, PANDEMIC, FLOOD, SNOW-VID.

-WAR, HOSTILITIES (WHETHER WAR BE DECLARED OR NOT) INVASION, ACT OF FOREIGN ENEMIES, MOBILIZATION, REQUISITION OR EMBARGO ACTS, THREATS OR ACTS OF TERRORISM.

-SALE OF THE BUILDING OR LAND THAT THE BUILDING SITS ON.

NEITHER THE CLIENT OR THE OPERATOR SHALL BE CONSIDERED IN BREACH OF THIS CONTRACT TO THE EXTENT THAT PERFORMANCE OF THEIR RESPECTIVE OBLIGATIONS IS PREVENTED BY AN EVENT OF FORCE MAJEURE THAT ARISES AFTER THE EFFECTIVE CONTRACT DATE. THIS AGREEMENT MAY BE TERMINATED FOR ANY OF THE ABOVE REASONS WITHOUT LIABILITY BY WRITTEN NOTIE FROM ONE PARTY TO THE OTHER PARTY.

nightcap

