



# Guidelines for Filming in Taylor, Texas

Approved July, 2012

## Guidelines for Filming in Taylor, Texas

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# **Guidelines for Filming in Taylor, Texas**

## **I. PURPOSE**

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within the City of Taylor, Texas, a home rule municipal subdivision (“City”) and in the City vicinity. These Guidelines are also intended to protect the personal and property rights of City residents and businesses, and to promote the public health, safety and welfare. The City Manager, by his own direction or that of his designee (“City Manager”) reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the City Manager.

These Guidelines provide information regarding requests for commercial use of City-owned property (including but not limited to streets, rights-of-ways, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including but not limited to, feature films, television programs, commercials, music videos and corporate films.

## **II. CITY CONTROL/CITY MANAGER AUTHORITY**

The City Manager may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager or his designee may require that any or all of the conditions and/remuneration herein and as specified on the application be completed as a prerequisite to any request.

An Applicant (“Applicant”) on the Application for Commercial Filming (“Application”) agrees that the City shall have exclusive authority to grant the Application as well as authority to regulate the hours of filming production and the location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

An Applicant shall allow the City to inspect all structures, property, devices and equipment to be used in connection with the filming and taping when deemed appropriate by the City Manager.

### III. PERMIT REQUIREMENTS AND FEES

An Applicant must discuss the Applicant's filming production, the productions specific filming requirements, and feasibility of filming in the City with the City Manager and other City personnel required by the City Manager before filing an Application with the City.

Any person or entity filing in the City must properly complete and return the Application to the City Manger within the times required below:

**Commercials or episodic television:** a minimum of two (2) City business days prior to the commencement of filming or any substantial activity related to the project.

**Feature films:** a minimum of five (5) City business days prior to the commencement of filming or any substantial activity related to the filming.

### IV. APPLICATION FEE

A \$25.00 processing fee must be paid when the Application is filed with the City.

The City Manager may waive the Application fee at the sole discretion of the City Manager.

### V. USE OF CITY EQUIPMENT AND PERSONNEL

The Applicant shall pay for all costs incurred by the City for use of City personnel or equipment used in connection with the filming. Payment of personnel assigned to the filming shall be paid whether or not the personnel were requested by the Applicant. The cost for use of City equipment will be charged on a case-by-case basis and determined by the City Manager. The Applicant shall pay all costs incurred by the City within ten (10) days after date of invoice. The City Manager shall have discretion to require a security deposit for all City costs prior to Application approval or at any time during filming.

The City Manager shall have authority to require fire or police personnel or equipment in connection with the filming deemed appropriate or necessary at any time during the filming or in the best interest of public health, safety and welfare all of which cost shall be paid by the Applicant.

Off duty police officers and firefighters shall be paid by the Applicant at or above their pay rate when on duty with the City.

**VI. USE OF CITY PROPERTY AND PERSONNEL**

The City Manager may authorize the use of City property or personnel for the filming. Compliance with the conditions and payment of the costs required herein and on the Application shall be a condition for any use of any City property or personnel and security or damage deposits for such use may be imposed by the City Manager at any time.

The Applicant shall pay the City for inconveniences when using public property in accordance with the following rate schedule:

<b>ACTIVITY</b>	<b>COST PER CALENDAR DAY</b>
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$500.00
Partial, non-disruptive use of a public building, park, right-of-way, or public area.	\$250.00
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$50.00
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$25.00
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles.	\$50.00

The Applicant acknowledges and agrees that the City possesses and retains exclusive authority to grant the Applicant a revocable license for the use of City property and personnel with authority to control the hours and locations of the filming.

**VII. VEHICLES AND EQUIPMENT**

The Applicant shall provide the City as part of the Application a full and complete list of the number of vehicles and types of equipment to be used for the filming, the proposed hours of use of the vehicles and equipment and proposed parking locations of the vehicles and equipment. All proposed parking locations must be approved by the City Manager.

Use of any exterior lighting, power generators, or any other noise or light producing equipment requires approval prior to use by the City Manager.

**VIII. HOURS OF FILMING**

Filming shall be limited to the following hours unless prior notice of the extended hours has been given by the Applicant to the affected property owners, tenants, and residents and the City Manger has granted prior written consent to extended hours:

Monday through Friday	7:00 am to 9:00 pm
Saturday, Sunday and holidays	8:00 am to 8:00 pm

**IX. NOTIFICATION OF NEIGHBORS**

The Applicant shall provide a short written description of the schedule, approved by the City Manger, for the proposed filming to the owners, tenants and residents of each property in the affected neighborhood(s). The Applicant shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of the Application, a report noting owners, tenants and /or residents' comments and their signatures, addresses and phone numbers.

**X. CERTIFICATION OF INSURANCE**

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 aggregate general liability, including bodily injury or death and property damage with a \$5,000,000 umbrella insurance and automobile liability in an amount not less than \$1,000,000 including bodily injury or and property damage.

**XI. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

The Applicant shall pay in full, within ten (10) days from date of an invoice, the repair costs for any and all damage to public or private property, resulting from or in connection with, the filming, and restore the property to its original or better condition existing prior to the filming.

**XII. HOLD HARMLESS AGREEMENT**

The Applicant shall sign the following indemnity and hold harmless agreement indemnifying and holding the holding the City harmless from any claim, damage or cause of action arising against the City now or in the future ,known or unknown, resulting from the filming.

I certify that I as Applicant individually and as authorized representative of the Applicant will be performing the filming at the locations specified on the attached Application For Commercial Filming incorporated by reference herein. I further certify that I individually and as authorized representative of Applicant will comply with the directions and requirements of the City. I as Applicant individually and as authorized representative of Applicant shall indemnify, hold free and harmless, assume liability for and , at the City's option, defend the City, its agents, servants, Council persons, employees, and officers from any and all loss, damages, liability, claims, costs and expenses, including, but not limited to, attorney's fees, reasonable investigative and discovery costs, and court cost and all other sums which the City, its agents, servants, Council persons, employees, and officers may pay or become obligated to pay on account of any, all and every demand or claim, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of Applicants filming, or any act or omission of Applicant, or of the City for the filming and other related activities engaged in pursuant to this Application.

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City on behalf of the Applicant.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Date: \_\_\_\_\_

# APPLICATION FOR COMMERCIAL FILMING

Title of Filming Project:

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Type of Production (feature film, television production, commercial, corporate, music video, etc.):

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Proposed Filming Locations (attach additional pages if necessary):

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Date(s) of prep/filming:

Primary Contact:

Cell Phone:

Email:

Location Manger (if different from Primary Contact):

Cell Phone:

Email:

Production Company Information

Name:

Address:



City/State/Zip: \_\_\_\_\_

Web Site: \_\_\_\_\_

Primary Contact's Name: \_\_\_\_\_

Primary Contact's Cell Phone: \_\_\_\_\_

Primary Contact's Email: \_\_\_\_\_

Is this production already in contact with the Texas Film Commission? \_\_\_\_\_

If yes, who is your contact at the Texas Film Commission? \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**PRODUCTION** (Attach additional sheets if necessary.)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals: (Give dates and times and rain dates. Hours should include set-up, holding of sets and restoration.) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Approximate number of persons involved with the production, including cast and crew:

\_\_\_\_\_

3. Anticipated need of City personnel, equipment or property: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Public areas in which public access will be restricted during production: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Describe alterations to public property: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Number and type of production vehicles to be used and location(s) where vehicles will be parked: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Location where crew will be fed, if not at filming location: \_\_\_\_\_

\_\_\_\_\_

8. Location where extras will be held, if not at filming location: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

9. Please attach map of anticipated street closure(s) or other public area use.

Applicant: (Production company representative):

Name: \_\_\_\_\_

Name Of Entity: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

City of Taylor, Texas:

\_\_\_\_\_

Brian LaBorde, City Manager

Date: \_\_\_\_\_