



CITY OF LOCKHART

FILMING INFORMATION PACKET

“A film friendly community”

Revised 3-26-2015

Applicant: \_\_\_\_\_

Movie/Film: \_\_\_\_\_

Date of Submission: \_\_\_\_\_

## **Guidelines for Filming in Lockhart, TX**

- I. Purpose
- II. City Control/City Manager Authority
- III. Permit Requirements
- IV. Fees
- V. Use of City Equipment and Personnel
- VI. Use of City Property
- VII. Special Equipment and Vehicles
- VIII. Hours of Filming
- IX. Notification of Neighbors
- X. Certificate of Insurance
- XI. Liability
- XII. Hold Harmless Agreement

**FILMING AGREEMENT - CITY OF LOCKHART, TEXAS**

---

# Guidelines for Filming in Lockhart, TX

## I. PURPOSE

The following guidelines are intended to protect the personal and property rights of our Lockhart, TX residents and businesses. The City Manager or his/her designee reserves the right to impose additional regulations in the interest of public safety if deemed necessary.

These guidelines cover requests for commercial use of City-owned property (public streets, right-of-ways, parks, buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in the filming of movies, TV shows, commercials, related activities and photography.

Any person, firm or corporation wishing to close a public park, building, street, alley or other right-of-way must fill out an application provided by the city, obtain a street closure permit from the public safety department and pay all fees and deposits associated with the application and permit. No guarantee of approval is implied by the acceptance of the allocation.

## II. CITY MANAGER AUTHORITY/ CITY CONTROL

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

The applicant agrees that The City of Lockhart, TX shall have full control over the use of public streets and buildings of the City while being used, as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming and/or photography or to order cessation of filming if determined to be detrimental to the public health, safety and welfare. The applicant shall agree to allow the respective City departments (i.e., Police, Fire, Building) to inspect all structures and/or devices and equipment to be used in connection with the filming and taping if required by the City Manager or his/her designee.

## III. PERMIT REQUIREMENTS

Before filing an application for filming in Lockhart, TX, the Office of the City Manager or his/her designee must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Lockhart, TX.

Any commercial producer who desires to undertake a commercial production in Lockhart, TX is required to complete and return the attached application for filming to the Police Department within the time frames below:

- **Commercials or episodic television:** a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

The City Manager or his/her designee may waive the time frame listed above after requested and granted solely at the discretion of the City Manager or his/her designee

## IV. FEES

An application processing fee of \$25.00 should accompany each application for filming in Lockhart, TX.

The City Manager or his/her designee may waive this fee upon proof of an organization's non-profit status, or for any other reason deemed necessary.

## V. USE OF CITY EQUIPMENT AND PERSONNEL

The applicant will agree to pay for the costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether specifically requested by the production or not). Remuneration rates for

the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager or his/her designee. The applicant will agree to pay in full, promptly upon receipt of an invoice, the charges incurred. The City Manager or his/her designee may, at their discretion, require an advance deposit for the use of the equipment.

The City Manager or his/her designee in consultation with the Chief of Police and/or Fire Chief shall have the authority to stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public safety, health and welfare, which cost shall be borne by the Applicant. Off-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half their hourly rate based on their rank.

**VI. USE OF CITY PROPERTY**

The City Manager or his/her designee may authorize the use of any public street, right-of-way, park, cemetery or building, use of Lockhart, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in the production of movies, television programs, commercials, training films, promotional material, photography and related activities. In conjunction with these uses, the City Manager or his/her designee may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use. A security or damage deposit may be required based on production activity.

Depending upon the extent of the use of City property, the Applicant agrees to reimburse the City for inconveniences when using public property. Following is the rate schedule:

| Activity   | Cost (per Calendar Day)                                |
|--|--|
| Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area   | \$500  |
| Partial non-disruptive use of a public building, park, right-of-way, or public area  | \$250  |
| Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)   | \$50 per block   |
| Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)   | \$25 per block   |
| Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles) Or agreed amt per day of filming by City Mgr or designee in public places | \$50 per block or lot<br>Major Closure<br>\$ _____ .00 |

\$ \_\_\_\_\_ .00 Minor Closure

The applicant agrees that The City of Lockhart, Texas, shall have full control over the use of its name, trademark, logo, public streets, parks, and buildings of the City while any are being used, as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity if it is determined to be hazardous to the public health, safety and welfare.

Additionally, the applicant understands, while performing their official duties, city personnel, emergency vehicles, and police officers may lawfully enter the area. Orders or directions given by police, EMS or fire officials in the lawful discharge of their duties must be obeyed.

**VII. SPECIAL EQUIPMENT AND VEHICLES**

The applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City so as to maintain traffic safety. On-street parking or use of public parking lots is subject to City approval. The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager or his/her designee.

**VIII. HOURS OF FILMING**

Unless permission has been obtained from the City Manager or his/her designee in advance and affected property owners, tenants and residents have been notified, filming will be limited to the following hours: Monday through Friday, 7:00 a.m. to 9:00 p.m., and weekends and holidays, 8:00 a.m. to 10:00 p.m. If filming in public buildings or parks, please obey the regular posted hours of operation. Please see the attached Extended Hour Form.

**IX. NOTIFICATION OF NEIGHBORS**

The applicant shall provide a short written description, approved by the City Manager or his/her designee, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood (as defined by boundaries set by the City Manager). The applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting each owner, tenant or resident's comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, the City Manager or his/her designee may grant or deny the filming application. If the City Manager or his/her designee grant the closing of a public park, building, street, alley or other right-of-way, or a portion thereof, abutting property owners cannot be denied use of the rights-of-way for access to or from their property.

**X. CERTIFICATE OF INSURANCE**

The City requires each filming company carry a \$1,000,000 or more, if determined by the City Manager or designee, insurance policy that indemnifies the City and its employees from all liability of the production. This should also include bodily injury and property damage with a \$5,000,000 umbrella. The applicant shall deliver the original of such policy or a certified true copy of such policy to the public safety department at the time of application.

**XI. LIABILITY**

The applicant agrees to pay in full, promptly upon receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, or for which the production is responsible, and restore the property to its original condition prior to the production. The applicant shall rope off the lawn or other properties of occupants within the event who desire such protection.

**XII. HOLD HARMLESS AGREEMENT**

The producer shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

*I certify that I represent the firm which will be performing the photographing or filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of Lockhart, TX, and that I and my firm will indemnify and hold harmless The City of Lockhart, TX for and from any loss, damage, expense, claims and costs of every nature and kind arising out of or in connection with the photographing or filming/taping pursuant to this permit except that which results from the negligence or willful misconduct of The City of Lockhart, TX*

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

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

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

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

# Application to Film in Lockhart

(Held Confidential if requested)

This document is intended to alert all involved departments to assist with proper permits, coordination of filming, etc. \*Please fill out all that applies\*

Filming Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Cell # \_\_\_\_\_ Other # \_\_\_\_\_ E-mail \_\_\_\_\_

Name of Project: \_\_\_\_\_

Production Company name & address: \_\_\_\_\_

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Fax # \_\_\_\_\_ E-mail \_\_\_\_\_

Street address overnight: \_\_\_\_\_ Overnight Acct. #: \_\_\_\_\_

Type of Project:

|  |  |
|--|--|
| <input type="checkbox"/> Feature       | <input type="checkbox"/> Corporate/Marketing Video |
| <input type="checkbox"/> TV Movie      | <input type="checkbox"/> Student Film              |
| <input type="checkbox"/> TV Series     | <input type="checkbox"/> Still Shoot               |
| <input type="checkbox"/> TV Commercial | <input type="checkbox"/> Documentary               |
| <input type="checkbox"/> Music Video   | <input type="checkbox"/> Other                     |

Project's projected start date: \_\_\_\_\_

Schedule: \_\_\_\_\_

\*Length of filming? (i.e. 1 day, 3 weeks, etc.)

Time: From- \_\_\_\_\_ am/pm To- \_\_\_\_\_ am/pm

\*If necessary, please fill out the extended hour form in the Film Manual

Producer: \_\_\_\_\_ Director: \_\_\_\_\_

Location Manager: \_\_\_\_\_ Production Manager: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Amount: \_\_\_\_\_

\*Please attach Certificate of Insurance or copy of insurance policy to this application\*

Location/Sites

Courthouse and or grounds (circle)      North              South              East              West

Central Business District address: \_\_\_\_\_

Exterior                      Interior                      Date(s)

Dr. Eugene Clark Library \_\_\_\_\_

City Cemetery \_\_\_\_\_

City Park \_\_\_\_\_

Other site(s) \_\_\_\_\_

\*If filming in a neighborhood please fill out the attached door hanger notice and notification letter.

Street Closures:      Block # to Block #      Closing date/time      Opening area to close

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

\*If you need to close a street, please fill out the attached street closure application in the film manual. You must include barricades/signs in compliance with the Texas Manual Uniform Traffic Control. The City of Lockhart does not provide barricades/signs for traffic control.

| Special Needs  | Description | Dates |
|----------------|-------------|-------|
| Water Dept.    | _____       | _____ |
| Street Dept.   | _____       | _____ |
| Police Dept.   | _____       | _____ |
| Street Closure | _____       | _____ |

Safety \_\_\_\_\_

Traffic Control \_\_\_\_\_

Fire Dept. \_\_\_\_\_

Pyrotechnic \_\_\_\_\_

Hazardous Material \_\_\_\_\_

**For Office Use Only**

|                            |       |                           |       |
|----------------------------|-------|---------------------------|-------|
| <b>Building Official</b>   | _____ | <b>Director of</b>        | _____ |
| <b>Parks Manager</b>       | _____ | <b>Library Services</b>   | _____ |
| <b>Fire Chief/Marshall</b> | _____ | <b>Police Chief</b>       | _____ |
| <b>Water/WW Supt.</b>      | _____ | <b>Eco. Dev. Director</b> | _____ |
| <b>Public Works Dir.</b>   | _____ | <b>Electric Supt.</b>     | _____ |
|                            |       | <b>City Manager</b>       | _____ |

**Please return to:**  
 Capt. Police Dept.  
 Ph: 512-398-4401  
 Fax: 512-398-3393



**APPLICATION TO TEMPORARILY CLOSE A SEGMENT OF A STREET FOR  
FILMING/ MOVIE PURPOSES**

|                                   |                         |
|-----------------------------------|-------------------------|
| Date Application Submitted: _____ |                         |
| Name of Applicant: _____          |                         |
| Address: _____                    |                         |
| Telephone Number: _____           | (Alternate): _____      |
| Organization: _____               |                         |
| Name of Person Responsible: _____ |                         |
|                                   |                         |
| Address: _____                    |                         |
| Telephone Number: _____           | (Alternate): _____      |
| Insurance Agency: _____           | Telephone Number: _____ |
| Barricade Company: _____          | Telephone Number: _____ |

|  |                |
|--|----------------|
| Street to be closed: _____   |                |
| From: _____  | To: _____      |
| (Block Number)   | (Block Number) |
|  |                |
| Date(s) of Closing: From: ____/____/____ To: ____/____/____  |                |
| Requested hours of closing from: _____ am/pm to: _____ am/pm   |                |
|  |                |
|  |                |
|  |                |
| <small>(statement as to whether the closure will occupy all or only a portion of the width of the streets, alley, or other rights of way proposed)</small> |                |

# SAMPLE NOTIFICATION LETTER

REQUIRED FOR ALL HIGH IMPACT PRODUCTIONS

## WE'RE GOING TO BE PRODUCING IN YOUR NEIGHBORHOOD.

WHO: ABCD Productions  
WHAT: Television Commercial  
WHERE: 308 W. San Antonio  
DATE(s): March 15, 2009  
TIME(s): 2 – 10 p.m.

### DESCRIPTION OF ACTIVITY:

*Woman and man will pull up in car in front of home. Band will come marching down the street.*

### OUR ACTIVITIES WILL AFFECT YOUR NEIGHBORHOOD:

*We are asking residents to please not park on San Antonio during the times noted above. Barricades will indicate the hours of restricted parking. If this will pose any problems for you, please call our office as soon as you receive this notice. We understand this is an inconvenience for you and appreciate your cooperation. The City of Lockhart will hold traffic intermittently for 1 - 3 minutes for some shots.*

*We are working through the City of Lockhart (512-398-3461 or 512-376-2910) to secure permits, off-duty police, and all the assistance needed to make our job go quickly and smoothly.*

*If you have further questions, please contact me directly at (\_\_\_\_\_) \_\_\_\_\_.*

*Thank you for your patience and support of our Industry's work in your community.*

*Frank Cappa  
Locations Manager*

*C: City of Lockhart, Economic Development Office*

## CONTACTS

*Police Officers – Security*

*Chief of Police  
(512) 398-4401  
Requirements & rates*

*Building Permits, Historical  
Certificates of Alteration*

*Building Official  
(512) 398-3461*

*Excavation, Street - Curbs, Signage*

*Public Works Dir.  
(512) 398-6452*

*Electrical metering - connection*

*Electrical Supt.  
(512) 398-6117*

*Pyrotechnic*

*Fire Chief  
(512) 398-2321*

**FILMING AGREEMENT-CITY OF LOCKHART, TEXAS**  
**Revised 3-20-2015**

|  |  |
|--|--|
| Date of Agreement                              |  |
| Property Name and Address ("Premises")         | All Property owned by The City of Lockhart, Texas with prior approval by designated representative for Lockhart, TEXAS |
| Property Owner ("Owner")                       | CITY OF LOCKHART, TEXAS<br>308 W. SAN ANTONIO ST.<br>P.O. BOX 239<br>LOCKHART, TEXAS 78644                             |
| Production Company ("Production Company")      |  |
| Pilot/Series Name ("Project")                  |  |
| Dates of Use ("Term")                          | Prep: _____<br>Filming: _____<br>Strike: _____<br>Hold Days: _____   |
| License Fee ("Fee")<br>SEE GUIDELINES FOR FEES | Prep Day: _____<br>Filming Day: _____<br>Strike Day: _____<br>Hold Day: _____  |

1. In consideration for the Fee set forth above, Owner hereby grants to Production Company, and its agents, licensees, assigns employees, independent producers, contractors, suppliers and other persons connected with the Project the following irrevocable rights with respect to the Premises:

(a) To enter and remain upon the Premises with personnel, equipment and sets for the sole and express purpose of recording and photographing (still or moving) scenes live or on tape, film or by any other process on the Premises during the Term. If weather conditions, production exigencies, or an event of force majeure makes the Date(s) impracticable, then such Dates may be postponed to another date as agreed upon by Production Company and Owner. Such permission shall continue until completion of all scenes and work required. If the event of force majeure affects only the Premises and the Premises is not readily available when needed by Production Company, the Production Company shall have the right to terminate this Agreement with no obligation to Owner and Owner shall refund, any and all monies paid to Owner by Production Company, pro-rata, based upon the number of prep/strike days and film days actually used. At any time within six (6) months from the Date(s) Production Company completes its use of the Premises, Production Company may, upon written notice to Owner and Owner's prior written approval, re-enter and use the Premises on such other dates as mutually agreed upon in writing by Owner and Production Company to photograph re-takes, added scenes, etc., upon the same terms and conditions contained in this Agreement.

(b) To photograph (still or moving) and record the exterior and interior of buildings, ("Buildings") and other structures ("Structures"), including, but not limited to, signs, furniture, and pictures contained in or on such Buildings and/or Structures, which are on the Premises and to photograph (still or moving) and record any animals on the Premises.

(c) To change the location of and/or replace furnishings in Buildings located on the Premises for the purpose of photographing (still or moving) and recording scenes pursuant to this Agreement; provided however, that Production Company shall return and put back all such furnishings to their rightful place prior to vacating the Premises.

(d) To use the name of the Premises and/or the name of any Buildings or Structures located on the Premises or to represent each of the foregoing as another real or fictional location, or use a fictional name, in connection with Production Company's use of the recordings and photographs (still or moving) made pursuant to this Agreement.

(e) To construct and photograph a set duplicating all or part of the Premises and Buildings or Structures (including but not limited to, any signs or any interiors of Buildings and Structures).

(f) To use all recordings and photographs (still or moving) made by Production Company pursuant to this Agreement in the Project and other projects in all media now known or hereafter devised throughout the universe, in perpetuity, including but not limited to the in-context advertising and promotion of the Project and customary in-context clip licensing and freely assign such rights. Owner acknowledges that (i) Production Company owns any and all rights in and to such recordings and photographs (still or moving), and (ii) neither Owner nor any party now or hereafter claiming any interest in the Premises shall have any right or claim against Production Company arising from or based on any use of exploitation of such recordings and/or photography (still or moving).

(g) To remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement, and to return the Premises to the condition it was in before the Project, unless otherwise requested by Owner.

(h) To assign this Agreement to any entity(ies) which succeed substantially to all of Production Company's business, provided that Production Company shall remain liable for the Fee.

2. The Fee is payable at the commencement of the preparation for filming on the Premises as noted in the "Dates of Use" above unless specifically agreed to the contrary in writing. Production Company is not obligated to actually use the Premises or produce the Project and include material photographed or recorded hereunder in the Project. Owner understands that if Production Company does not use the Premises, Production Company is not obligated to pay Owner the compensation set forth above. In addition, if for any reason Production Company does not require the use of the Premises for all of the Date(s) set forth above, then such compensation shall be prorated based upon the number of prep/strike days and film days actually used. Owner acknowledges that Production Company is relying on the rights granted by Owner and that any breach by Owner of this Agreement will cause Production Company irreparable damage which cannot be fully compensated for by money damages.

3. Owner warrants, represents, and agrees that (a) Owner has the sole right and authority to enter into this Agreement and grant to Production Company all of the rights set forth herein and sign this Agreement; (b) it is not necessary for Production Company to obtain the consent of any other person or entity in order to exercise the rights granted to Production Company herein; (c) Owner has been informed of the scene being filmed and fully understands such scene and how the Premises is being used and/or depicted; (d) Owner will disclose all known defects (latent or otherwise) likely to cause personal injury or damage to property; and (e) Owner will disclose the existence of hazardous materials, substances, and environmental factors likely to cause adverse health effects in connection with the use of the Premises.

4. Production Company shall indemnify and hold Owner harmless from and against any and all liabilities, costs (including reasonable outside attorneys' fees) and claims arising from Production Company's use of the Premises, excluding any claims that arise from owner's negligent or intentional acts. Owner shall indemnify and hold Production Company harmless from and against any and all liabilities, costs (including but not limited to, reasonable outside attorneys' fees), claims and suits arising out of Owner's breach of this Agreement.

5. Production Company agrees to remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement, and to return the Premises to the condition it was in before the Project, unless otherwise requested by Owner.

6. Owner agrees that Owner has not paid any money or other valuable consideration to Production Company for the inclusion of the Premises in the Project, nor has Owner paid any money to anyone or accepted any money from anyone for the inclusion of any plug, reference, or product identification on the Premises.

7. In the event of an uncured breach by Production Company hereunder, Owner shall not have the right to injunctive relief with respect to the exhibition and/or exploitation of the Project or any element thereof.

8. Before filing suit, the parties will attempt to resolve any dispute for damages between the parties arising under this agreement through mediation in Lockhart, Caldwell County, Texas by a mediator mutually agreed upon by the parties. The parties agree to act in good faith to resolve the dispute prior to litigation.

9. This Agreement constitutes the complete understanding of the parties with respect to the subject matter of this agreement and cannot be changed except by an instrument in writing signed by the parties. This Agreement shall be governed by the laws of the State of Texas applicable to contracts entered into, executed, and wholly performed within the State of Texas.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

“OWNER”

“PRODUCTION COMPANY”

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**DOOR HANGER NOTICE**

Dear Occupant:

On \_\_\_\_\_, 20\_\_\_\_ we would like to close \_\_\_\_\_  
(street name)  
 from \_\_\_\_\_ to \_\_\_\_\_  
(Block Number) (Block Number)  
 for the purpose of \_\_\_\_\_.

We have applied to close \_\_\_\_\_  
(street name)  
 from \_\_\_\_\_ am/pm to \_\_\_\_\_ a.m./p.m.

The City of Lockhart requires us to obtain the signature of owners/occupants of any street to be closed.  
 Please call \_\_\_\_\_ at \_\_\_\_\_ for further information.

**Comments:** (Optional)  
**Owner/occupants may use this space to make comments about the temporary street closure. The City will review all comments before deciding to approve or disapprove the temporary street closure application.**

|  |                                 |
|--|---------------------------------|
| <b>I DO NOT OBJECT</b> to the request. | <b>I OBJECT</b> to the request. |
| <b>Signature:</b>                      | <b>Signature:</b>               |
| <b>Address:</b>                        | <b>Address:</b>                 |
| <b>Telephone:</b>                      | <b>Telephone:</b>               |

(Leave one at any address where the owner/occupant is not available, and follow up to obtain signature.)

Please return to :  
 Capt. Police Dept.  
 Ph: 512-398-4401  
 Fax: 512-398-3393