



CITY OF
Lockhart
TEXAS

CITY OF LOCKHART
FILMING INFORMATION PACKET

"A film friendly community"

Revised 7-2-2018

Applicant: _____

Movie/Film: _____

Date of Submission: _____

Guidelines for Filming in Lockhart, TX

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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, rights-of-way, parks, building), 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, and 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 structure 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 wave the 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 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 condition 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 areas	\$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.)	\$50 per block or lot
Or agreed amt per day of filming by City Mgr or designee in public places	Major \$ _____ .00 Closure \$ _____ .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 building 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 parked locations. Such locations will need to be specially 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 the community feedback, the City Manager or his/her designee grant the closing of a public park, building, street, alley or other right-of-way for access to or from their property.

X. CERTIFICATION 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 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 City of Lockhart on behalf of this 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 Certification 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 sites(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 Teas 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

Building Official _____

Parks Manager _____

Fire Chief/Marshall _____

Water/WW Supt. _____

Public Works Dir. _____

Director of

Library Services _____

Police Chief _____

Eco. Dev. Director _____

Electric Supt. _____

City Manager _____

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: _____

Organization: _____

Name of Person Responsible" _____

Address: _____

Telephone Number: _____

Insurance Agency: _____ (Alternate): _____

Barricade Company: _____

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

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 be pulling 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 any further questions, please contact me directly at (____) ____-____.

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

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**

Pyrechnic

**Fire Chief
(512) 398-2321**

FILMING AGREEMENT-CITY OF LOCKHART, TEXAS

Revised 3-20-15

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 308 W. SAN ANTONIO ST. P.O. BOX 239 LOCKHART, TEXAS 78644
Production Company ("Production Company")	
Pilot/Series Name ("Project")	
Dates of Use ("Term")	Prep Day: _____ Filming: _____ Strike: _____ Hold Days: _____
License Fee ("Fee") SEE GUIDELINES FOR FEES	Prep Day: _____ Filming Day: _____ Strike Day: _____ Hold Day: _____

1. In consideration for the Fee set forth above, Owner hereby grants the Production Company, and its agents, licenses 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 (3) months from the Dates(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 building, ("Buildings") and other structures ("Structures"), including, but not limited to, signed, 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 Building 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 connect with Production Company shall return and put back all such furnishings to their rightful place prior to vacating the Premises.
- (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 Building and Structures).
- (f) To use the recordings and photographs (still or moving) made by Production Company pursuant to this Agreement in the Project and other projects is 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 right in and to such recording 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 for the 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 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 the 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 (latest 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 attorney's 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 nay money or other valuable consideration to Production Company for the inclusion of the Premises in the Project, nor has the Owner paid any money to anyone or accepted any money from anyone for the inclusion of any plug,

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 suite, 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 contract entered into, executed, and wholly performed within the State of Texas.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

"OWNER"

"PRODUCTION COMPANY"

By: _____

By: _____

Title: _____

Title: _____