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## Guidelines for Filming in Fredericksburg, TX

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

### **I. PURPOSE**

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Fredericksburg and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of Fredericksburg, Texas residents and businesses, and to promote the public health, safety and welfare. The City Manager may impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the City Manager.

These Guidelines cover requests for use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), 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. These guidelines are not meant to cover cases of citizen and public speech activity, news coverage and the like.

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

The City Manager (or his or her designee, it being understood that whenever reference is made herein to the City Manager, it will include his or her designee) may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for 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 may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the City Manager of City of Fredericksburg shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks, public buildings and other resources of the City, as well as authority to regulate the hours of production and the general location of the production. The City Manager shall have 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, and may revoke a permit in the event that the applicant is not complying with the terms of the permit. Such revocation may be immediate to prevent harm to persons or property.

The Applicant shall allow City departments (e.g., Police, Fire, Building) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.

### **III. PERMIT REQUIREMENTS**

Before filing an application for filming in Fredericksburg, the Office of the City Manager must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Fredericksburg, TX.

Any producer who desires to undertake a production in Fredericksburg is required to complete and return the attached application for filming to the Office of the City Manager, within the time frames below:

- **Commercials or episodic television:** a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of ten (10) business days prior to the commencement of filming or any substantial activity related to the project.

The Applicant shall comply with and obtain all other applicable city permits. For example, the applicant shall also obtain all necessary certifications regarding food service from the Health Department, variance from the noise ordinance, or variance from merchandise or temporary structures regulations.

#### **IV. APPLICATION FEE**

An application processing fee of \$25.00, made payable to the City of Fredericksburg, should accompany each application for filming in Fredericksburg.

#### **V. USE OF CITY EQUIPMENT AND PERSONNEL**

The Applicant shall pay for all costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether or not specifically requested by the production). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established by the City Manager based upon the City's costs and reasonable overhead. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager may, at his/her discretion, require an advance deposit for all costs related to City personnel and/or the use of City equipment.

The City Manager, 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 health, safety and welfare, which cost shall be borne entirely 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 times their hourly rate.

#### **VI. USE OF CITY-OWNED REAL ESTATE AND FEES**

The City Manager may authorize the use of any street, right-of-way, park or public building, use of Fredericksburg, Texas name, trademark or logo and/or use of City equipment and/or personnel for uses in motion picture production. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the City Manager.

The Applicant shall pay the rental fees approved by the City Council for all City property

(e.g. parks, pavilions and meeting spaces) for which fees are applicable, and in addition thereto shall reimburse the City for inconveniences when using public property according to the following rate schedule:

<u>Activity</u>	<u>Cost per calendar day</u>
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	\$50
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$50
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

The Applicant acknowledges and agrees that the City of Fredericksburg, Texas, possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and the general location of the production. The City, through the City Manager, reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

#### **VII. VEHICLES AND EQUIPMENT**

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 Manager. 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 and compliance with City Ordinances.

#### **VIII. HOURS OF FILMING**

Unless express written permission has been obtained from the City Manager 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.

Saturday, Sunday and holidays: 8:00 a.m. to 8:00 p.m.

#### **IX. NOTIFICATION OF NEIGHBORS**

The Applicant shall provide a short written description, to be approved by the City Manager, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood(s). 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 owners, tenants and/or residents' comments, along with their signatures, addresses and phone numbers. The City Manager, in his or her discretion, may add requirements based upon community feedback, and other appropriate factors. In the event the City Manager determines that the project will create inordinate physical disruption to the neighborhood, or to the City, city personnel or activities, he or she may deny the filming application or permit.

#### **X. CERTIFICATE 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 of Fredericksburg and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

#### **XI. DAMAGE TO PUBLIC OR PRIVATE PROPERTY/ SAFETY/ CLEAN UP**

The Applicant shall pay in full, within ten (10) days of 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, and restore the property to its original condition prior to the production, or to better than original condition. Applicant is responsible for keeping the production area clean and safe during production.

#### **XII. HOLD HARMLESS AGREEMENT**

The Applicant 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:

HOLD HARMLESS

*I certify that I represent the Applicant which will be performing the 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 Fredericksburg, Texas, and that I and the Applicant hereby indemnify and hold harmless the City of Fredericksburg, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping 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 of **Fredericksburg**, Texas on behalf of the Applicant.*

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

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

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

**THE CITY OF FREDERICKSBURG, TX**

**Application for Commercial Filming**

Title of 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

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**Production Office:**

Name:

Address:

Phone:

Fax:

Email:

**Producer:**

Name:

Address:

Phone:

Fax:

Email:

**Location Manager:**

Name:

Address:

Phone:

Fax:

Email:

Previous Commercial Filming Experience (Most Recent)

1.

2.

3.

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

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

Name:

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. Map of anticipated street closure(s) or other public area use.

10. Synopsis of the script or project.

Applicant (production company representative):

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

Name

\_\_\_\_\_

Title

Application approved by Fredericksburg representative with the following conditions, if any:

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

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

*The "Guidelines for Filming in Fredericksburg, Texas" apply to all motion picture production in Fredericksburg.*

*The Office of the City Manager may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.*