



Fort Worth Film Commission Filming Guideline Agreement

Film Fort Worth Production Information Sheet

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Film Fort Worth Production Information Sheet

By completing this information sheet the Fort Worth Film Commission can determine how best to assist with your project. Please send completed forms to jessicachristopherson@fortworth.com.

Title of project

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

Proposed Filming Locations (attach additional pages if necessary). Select districts/neighborhoods have their own permit applications. The information you provide will help navigate which permits must be completed.

Date(s) of prep/filming

Primary Contact

Name

Cell phone

Email

Location Manager (if different from Primary Contact)

Name

Cell phone

Email

Production Company Information

Name of Production Company

Address

City/State/Zip

Web Site

Primary Contact's Name

Primary Contact's 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?

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. Please use an additional page if needed.)

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 (if applicable):

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. Proposed streets and/or sidewalk closures (This will require a City of Fort Worth filming permit application.):

10. List of equipment that will be used during filming:

<p>Production Contact:</p> <p>_____ Date: _____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Company</p> <p>FORT WORTH FILM COMMISSION</p> <p>_____ Date: _____</p> <p>Signature</p> <p>_____</p> <p>Title</p>

Guidelines for Filming in Fort Worth, Texas

I. PURPOSE

The Guidelines for Filming in Fort Worth, Texas (“Guidelines”) contained in this Fort Worth Film Commission Filming Guideline Agreement (“Agreement”) are intended to create a program for promoting economic development activity within Fort Worth, Texas (the “City”) and the vicinity of the City, while protecting the personal and property rights of City residents and businesses and promoting and protecting public health, safety, welfare and convenience. The Fort Worth Film Commission and the City of Fort Worth reserve the right to impose additional restrictions and regulations beyond those stated in these Guidelines in the interest of public health, safety, welfare and convenience or if otherwise deemed appropriate by the City of Fort Worth.

These Guidelines cover requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, 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 productions, including, but not limited to, feature films, television programs, commercials, training films, music videos and corporate films.

II. CITY CONTROL

The City of Fort Worth 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 motion picture productions, including, without limitation, feature films, television programs, commercials, training films, music videos, corporate films, and related activities. In conjunction with these uses, the City of Fort Worth 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 of Fort Worth shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the City, as well as authority to regulate 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 in order to promote or protect the public health, safety, welfare or convenience or to protect the personal or property rights of City residents or businesses.

The Applicant shall allow City departments (e.g., Police, Fire, Building, etc.) to inspect all structures, property, devices and equipment to be used in connection with any filming or taping, as deemed appropriate by City of Fort Worth officials.

This Agreement does not constitute a grant of any ownership, leasehold, easement or other property interest or estate in any City property or other property.

III. FILMING APPLICATION & PERMITS

Before the Applicant files an application for filming in Fort Worth, the Applicant should contact the Fort Worth Film Commission using the contact information below to discuss the production's specific filming requirements and the feasibility of filming in Fort Worth.

Contact:

Jessica Christopherson, Fort Worth Film Commissioner
jessicachristopherson@fortworth.com; 817-698-7842

Any Applicant who desires to undertake a production in the City is required to complete and return the attached Fort Worth Film Commission Application for filming, within the time frames below:

- **Commercials, documentaries 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.
- Films requiring a permit from the City of Fort Worth must provide notice to property owners within a one block radius three weeks prior to the filming event.

Neighborhood & District Permitting

Select districts/neighborhoods and parks (such as Sundance Square and the Stockyards National Historic District) in Fort Worth have their own permit applications and fees separate from/in addition to the City. After an Applicant completes the Fort Worth Film Commission application, Fort Worth Film Commission staff can help the Applicant apply for any additional permits that may be needed for production activities in the City.

City of Fort Worth Film Permitting

If any portion of a City street, sidewalk and/or right-of-way within the City will be restricted or closed for any production or other activities, it is necessary to obtain a permit from the City of Fort Worth Planning and Development Department. A written synopsis of the filming project, a Certificate of Insurance, event site plan and traffic control plan must be submitted to the City of Fort Worth Planning and Development Department for this activity. A City of Fort Worth filming permit can be downloaded from <http://fortworthtexas.gov/PlanningandDevelopment/> or on www.FilmFortWorth.com, under the Permits menu. The permit application must be submitted to the City of Fort Worth Planning and Development Department 72-hours prior to filming for review for temporary street or sidewalk closures of less than three days. A temporary street closure that will exceed three days will require approval of the City Council and a two-month lead time will be necessary. Proof will be required that all adjacent property owners, and property owners within a one block radius, were provided with written notification in English and Spanish three weeks prior to the filming event.

City owned facilities other than streets and sidewalks may require a temporary use or rental agreement.

Parks Permitting

Park permitting fees vary. Information about park rental rates and the application process can be found at <http://fortworthtexas.gov/parks/park-reservations/>.

IV. APPLICATION FEE

There is not an application fee to submit the Fort Worth Film Commission application.

The City of Fort Worth Planning and Development Department permit fee is \$250 plus a \$700 security deposit.

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, without limitation, police cars and fire equipment, will be established on a case-by-case basis as determined by the appropriate City office. The Applicant shall pay the applicable City department all costs for any City personnel or City equipment in full within thirty (30) days after the invoice for such costs is issued to the Applicant. The City of Fort Worth may require an advance deposit by Applicant for all costs related to City personnel and/or the use of City equipment.

The City of Fort Worth, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate any additional fire or police requirements and the level of staffing for same at any time during a motion picture project if it is determined to be by the applicable City department in the best interest of public health, safety, welfare or convenience, which cost shall be borne entirely by the Applicant.

Any off-duty police officers or off-duty firefighters used shall be paid directly by the Applicant at the rate determined by the off-duty individual.

VI. USE OF CITY-OWNED PROPERTY

The City of Fort Worth must authorize in writing the use of any street, right-of-way, park, or public building

for commercial uses in any motion picture production. The City of Fort Worth has the exclusive authority to allow use of public streets, rights-of-way, parks and City buildings in the City. In conjunction with these uses, the City of Fort Worth may require that any or all of the conditions and remuneration 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 of Fort Worth. The City 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, welfare or convenience or to protect the personal or property rights of City residents or businesses.

The City of Fort Worth must authorize in writing any use of the Fort Worth name in the form of a trademark or logo. The City of Fort Worth owns and retains the exclusive authority to grant the Applicant a revocable license for the use of the Fort Worth name, trademark, or logo in connection with a motion picture. The Applicant must obtain all approvals for, and pay for all costs arising from the use of, trademarked, patented, or copyrighted names, logos, music, materials, inventions, devices, processes or dramatic rights used on or incorporated in a motion picture or related activities.

Applicant shall not use, and Applicant shall prohibit its employees and contractors from using, the City property for any activities not expressly permitted by the City. By way of example and without limitation, the following activities are prohibited concerning City property: (a) constructing or placing permanent structures, signs or improvements on City property; (b) conducting any unauthorized activities on City property; (c) damaging City real or personal property; and (d) causing any hazardous material (i.e. any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) to be brought upon, kept, used, stored, released, generated or disposed of in or on City property; provided however Applicant may bring gasoline and petroleum products on City property as needed to run generators or vehicles, provided that such products are in commercially reasonable amounts and stored in a commercially reasonable manner.

Any right of use granted to Applicant for use of City property shall be subject and subordinate to the City's necessary uses for municipal purposes. Additionally, the City retains the right to allow other persons to use the City property at the time that Applicant is using the City property in a manner that does not unreasonably interfere with Applicant's permitted activities.

Any right of use granted to Applicant by the City is temporary and shall expire as set forth in documents to be provided by the City to the Applicant. Upon the cancellation, expiration or termination of any right of use granted to Applicant, Applicant shall surrender the City property to the City in the same condition as when Applicant entered upon such property.

Applicant shall locate any utilities located on, under or above any property Applicant uses and protect them from damage arising out of Applicant's and Applicant's employees and/or subcontractors' activities.

Applicant's accepts any City property in its "as is" condition, without representation or warranty of any kind by the City or the Fort Worth Film Commission or any of their officers, employees or contractors, including, without limitation, the suitability or safety of the property or any facilities on city property for Applicant's use.

VII. VEHICLES AND EQUIPMENT

The Applicant shall provide the Fort Worth Film Commission 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, with the Application.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment must also be listed on this report.

VIII. HOURS OF FILMING

Unless express written permission has been obtained from the Fort Worth Film Commission and/or City of Fort Worth in advance, and affected property owners, tenants and residents have received advance notification, filming will be limited to the following hours:

Monday through Thursday and Sunday: 7:00 a.m. to 9:00 p.m.

Friday and Saturday 7:00 a.m. to 11:00 p.m.

Amplified music/noise is prohibited by City ordinance between the hours of 10:30 p.m. and 7:00 a.m. or at any time on Sunday.

IX. NOTIFICATION OF NEIGHBORS

The Applicant shall provide a short written description of the schedule for the proposed production in a production notification letter to the owners, tenants and residents of each property in the affected neighborhood(s) prior to production beginning in the affected neighborhood(s), which production notification letter must be approved by the Fort Worth Film Commission prior to distribution. The Applicant, or his, her or its 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 copy of the proposed production notification letter to the Fort Worth Film Commission.

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 Fort Worth Film Commission, the City of Fort Worth and their agents, officers, elected officials, employees and assigns, as additional insured, in the amount of \$1,000,000 general liability per occurrence and automobile liability (if applicable) in an amount not less than \$1,000,000 per occurrence including bodily injury and property damage. Please note that some Fort Worth districts/neighborhoods will have additional, individual insurance requirements.

The insurance required by this Section X shall be maintained continuously to cover any losses, claims or other causes of action arising directly or indirectly out of, or related to, any claim arising from or related to, any filming, production or related activities of Applicant or its employees, subcontractors or affiliates, or any other activities arising from or related to anything contained within the application submitted by Applicant or any attachments thereto ("Activities"). Such insurance shall include, but not be limited to, coverage for claims occurring during the Activities, but not reported until a later date. Each insurance policy (excepting workers' compensation) shall provide for an endorsement that the "other insurance" clause shall not apply to the Fort Worth Film Commission, the City of Fort Worth and their agents, officers, elected officials, employees and assigns where any of them are an additional insured. Applicant shall not engage in any Activities until all insurance required under this Section X has been obtained, and Applicant shall not allow any subcontractor of Applicant to perform any Activities until the subcontractor has obtained the same level and type of insurance as that required for Applicant pursuant to this Section X. Insurance certificates with the City named as additional insured are subject to the City's final approval.

XI. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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 activities to restore the property to its condition immediately prior to the initiation of the production activities.

XII. OTHER REQUIREMENTS

Applicant and the Fort Worth Film Commissions are referred to herein as "the Parties" and each individually as a "Party." Each individual executing this Agreement represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the Party for which the individual executes the Agreement, and this Agreement is binding upon the Parties in accordance with its terms. This Agreement expresses the mutual intent of the Parties to this Agreement. Accordingly, the rule of construction against the drafting party shall have no application to this Agreement. By signing this Agreement, Applicant certifies and agrees that: (a) Applicant will perform this Agreement in accordance with its terms and the directions and specifications of The City of Fort Worth, Texas; (b) the information provided on this Application is true and correct to the best of Applicant's knowledge.

Applicant agrees to indemnify, defend, and hold harmless the Fort Worth Film Commission, the City of Fort Worth, Texas and either of their past, current and future elected officials, officers, directors, agents, employees, attorneys, predecessors, successors, agents, departments, divisions, assigns and all persons or entities acting by, through, under or in concert with any of them (collectively "Indemnified Parties" and each individually an "Indemnified Party") from and against any and all losses, damages, fines, penalties, liabilities, claims of liability, causes of action, costs, and expenses whatsoever, including, without limitation, attorneys' fees, amounts paid in settlement and losses arising from or related to any injuries or damage to person or property arising out of any claim by or on behalf of Applicant's employees, subcontractors, providers, or agents, any filming, production or related activities of Applicant or its employees, subcontractors or affiliates, or any other activities arising from or related to anything contained within the application submitted by Applicant or any attachments thereto. Applicant shall provide the above indemnity even if losses are due, or alleged to be due, in part to any of the Indemnified Parties' concurrent or sole negligence or other fault, breach of contract or warranty, violation of any applicable customer protection statute, or strict liability without regard to fault. In the event of any such claims, the applicable Indemnified Party will promptly notify Applicant of such claim(s), cooperate with Applicant in the defense thereof, using counsel of the Indemnified Party's choosing, and not settle any such claims without Applicant's consent, which consent Applicant will not unreasonably withhold. In addition to the reimbursement of the Indemnified Parties for reasonable costs and expenses, including attorney's fees and witness fees, in relation to any claims brought against any of the Indemnified Parties, Applicant agrees to reimburse the Indemnified Parties for all reasonable costs and expenses, including attorney's and witness fees, incurred by the Indemnified Parties as a result of responding to subpoenas (whether received directly by the Indemnified Parties or by any of their directors, officers or employees) in connection with any third party legal proceeding brought by or against Applicant.

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any previous agreements, written or oral, between the Parties with regard to the subject matter of this Agreement. Applicant acknowledges and represents that in executing this Agreement, Applicant did not rely, and has not relied, on any communications, promises, statements, inducements, or representation(s), oral or written, by any of the Indemnified Parties, except as expressly contained in this Agreement, and, rather, Applicant relied on Applicant's own judgment in entering into this Agreement. This Agreement may not be modified or amended orally, and any amendment or modification must be in writing and be signed by the Applicant and an authorized representative of the Fort Worth Film Commission. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument

This Agreement does not create a partnership or joint venture between the Parties or between Applicant and the City.

Any dispute in the meaning, effect, or validity of this Agreement or any other dispute between the Parties shall be resolved in accordance with the laws of the State of Texas, and the Parties waive the application of conflicts of laws provisions or principles of the State of Texas or of any other state or jurisdiction. Further, the prevailing party in any legal proceeding based upon this Agreement shall be entitled to reasonable attorney's fees and court costs, in addition to any other recoveries allowed by law. Venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. The Parties further agree that Texas has personal jurisdiction over both of the Parties and that Texas has subject matter jurisdiction over both of the Parties with respect to any litigation or disputes arising from or related to this Agreement.