



Film Policy and Application
January 2019

GUIDELINES FOR FILMING IN AZLE, TEXAS

I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Azle and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of Azle, Texas residents and businesses, and to promote the public health, safety and welfare. The City Manager (or designee) 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 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 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 (or designee) 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, training films, or any related activities. Any impact to City rights-of-way or need for traffic control measures must be approved by the Azle Police Department (817-444-7395). Traffic plans must be provided plus any neighbors/businesses along the street closure must be notified.

The Applicant agrees that the City of Azle 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 public health, safety or welfare.

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 (or designee).

III. PERMIT REQUIREMENTS

Before filing an application for filming in Azle, the Office of the City Manager (or designee) must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Azle, TX. Please contact the Office of Economic Development at 817-444-7076 or e-mail at econdev@cityofazle.org.

If the proposed production includes any of the following, a specific permit or permission will need to be obtained:

- Impacts a City right-of-way (streets, sidewalks, etc.)
- Occurs on City-owned property
- Requires traffic control measures (barricades, lane closures, etc.)
- Involves firearms
- Involves pyrotechnics

Any commercial producer who desires to undertake a commercial production in Azle is required to complete and return the attached application for filming to the Office of the City Manager, within the timeframes 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.

IV. FEES

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

The City Manager (or designee) may waive this fee upon proof of an organization's non-profit or educational status.

V. NATURE OF FILM

Films of a sexually explicit nature are strictly prohibited from being filmed on City property and/or using City personnel or City equipment.

VI. 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 on a case-by-case basis as determined by the City Manager. 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 their 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. Off-duty Azle Police officers can be hired by calling

the Azle Police Department at 817-444-7395. Off-duty Azle Firefighters can be hired by contacting the Fire Chief at 817-444-7093 or email at AzleFD@cityofazle.org.

VII. USE OF CITY-OWNED REAL ESTATE

The City Manager may authorize the use of any street, right-of-way, park or public building, use of Azle, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in motion picture production. In conjunction with these uses, the City Manager, or their designee, 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 at the discretion of the City Manager.

The Applicant shall 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 a public building, park, right-of-way, or public area	\$50 per block
Partial closure or obstruction of a public building, park, right-of-way, or public area	\$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

The Applicant acknowledges and agrees that the City of Azle, 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 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 in order to promote the public health, safety and/or welfare.

VIII. 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, or designee. 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 by the City Manager.

IX. 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.

X. NOTIFICATION OF NEIGHBORS

The Applicant shall provide a short written description, approved by the City Manager (or 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 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. Based upon this community feedback, and other appropriate factors considered by the City Manager, the City Manager may grant or deny the filming application.

XI. 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 Azle 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. Insurance for special circumstances, such as aircraft, pyrotechnics, explosives, and the sale of alcohol will be evaluated on a case-by-case basis. See Attachment 1 – Suggested Guidelines for Special Circumstances.

XII. 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, and restore the property to its original condition prior to the production, or to better than original condition.

XIII. 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:

I certify that I represent the firm 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 Azle, Texas, and that I and my firm will indemnify and hold harmless the City of Azle, 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 Azle, Texas on behalf of the firm.

Signed: *[Signature]*

Title: *City Manager*

Date: *7/17/2019*

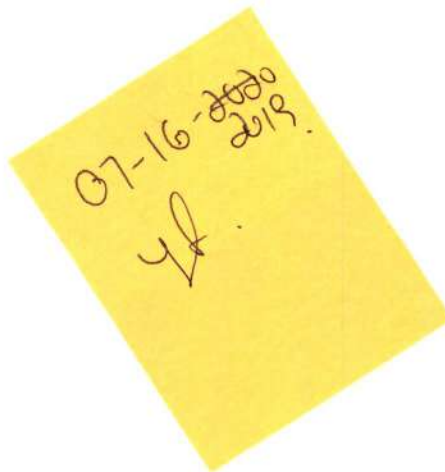
employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.

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 Azle, Texas on behalf of the firm.

Signed: _____

Title: _____

Date: _____



CITY OF AZLE, TX

Application for Commercial Filming

Title of Project: _____

Type of Production:

☐ Commercial

☐ Feature Film

☐ Television

☐ Training Film

☐ Public Service

☐ Other

Proposed Filming Locations (attach additional pages if necessary):

Date(s) of prep/filming: _____

CONTACTS

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)*

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 extras will be held, if not at filming location.
 8. Please attach map of anticipated street closure(s) or other public area use.
-

Applicant (production company representative):

Name: _____

Title: _____

Date: _____

Application approved by Azle representative:

_____ Date: _____

Economic Development Director

The "Guidelines for Filming in Azle, Texas" apply to all moving picture production in Azle.

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

Attachment 1 – Suggested Guidelines for Special Circumstances

All provisions of each policy must be acceptable to the City and name the City of Azle and its officers, employees, and elected officials as additional insured:

1. **Workers Compensation:** If filming in a City facility or premises then Workers' Compensation with statutory limits: **Employers Liability** with minimum limit of \$1,000,000 per occurrence.
2. **Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.
Note: If filming involves car chases, then a minimum limit of \$3,000,000 per occurrence is required.
3. **Aircraft Liability Insurance:** If the filming involves the use of aircraft, then, Aircraft Liability Insurance for owned, hired, and non-owned aircraft with a minimum limit of \$10,000,000 per occurrence.
4. **Commercial General Liability Insurance:** Including but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate.
Note: If filming involves the use of pyrotechnics, explosives or fireworks, then \$3,000,000 per occurrence, \$3,000,000 general aggregate.
5. **Liquor Liability Insurance:** If alcoholic beverages are sold, served or otherwise made available, then Liquor Liability Insurance with minimum limits of \$1,000,000 each claim.

Applicant agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions: a) name the City of Azle and its officers, employees, and elected representatives as additional insured to the Commercial General Liability and Business Automobile Liability policies; b) state that coverage shall not be cancelled, non-renewed or materially changed except after thirty (30) days written notice by certified mail to the City Manager, City of Azle, 613 Southeast Parkway, Azle, TX 76020.