



**Waco Convention & Visitors Bureau  
Film Commission Division**

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**Guidelines for Filming in Waco, TX**

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## **EXHIBIT A**

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

### **I. PURPOSE**

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

These Guidelines cover requests for commercial use of City-owned property which may affect adjacent public or private 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 OR DESIGNEE 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, or training films and related activities. In conjunction with these uses, the City Manager or Designee 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 Waco 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 the 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 Waco, the Special Events Committee of the Parks and Recreation Department must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Waco, TX.

Any commercial producer who desires to undertake a commercial production in Waco is required to complete and return the attached application for filming to the Special Events Committee, within the time frames below:

- Commercials or episodic television: a minimum of fifteen (15) business days prior to the commencement of filming or any substantial activity related to the project.
- Feature films: a minimum of fifteen (15) business days prior to the commencement of filming or any substantial activity related to the project.

### **IV. APPLICATION FEE**

An application processing fee of \$35.00 should accompany each application for filming in Waco.

### **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 on a case-by-case basis as determined by the City Manager or Designee. All permit and facility ground fees require advance payment upon receipt of approval confirmation. Salaries for required off-duty firefighters or peace officers may require on-site payment. Fees for traffic services will be billed following the filming.

The City Manager or Designee may, at his/her discretion, require an advance deposit for all costs related to assigned City personnel and/or the use of City equipment.

Traffic services fees such as setting up cones or barriers will be charged based on the labor involved.

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The City Manager or 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 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 the current off-duty rate. Applicant shall only use off-duty peace officers and firefighters that are duly licensed by the Texas Commission on Law Enforcement and/or the Texas Commission on Fire Protection.

### VI. USE OF CITY-OWNED REAL ESTATE

The City Manager or Designee may authorize the use of any street, right-of-way, park or public building, use of Waco, 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 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 within the discretion of the City Manager or Designee.

The Applicant shall reimburse the City for inconveniences when using public property. Following is the rate schedule:

<u>Activity</u>	<u>Cost per calendar day maximum of 14 hours/day</u>
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500 per day
Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$250 per day
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$50 per block, per day
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$25 per block, per day
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, per day

The Applicant acknowledges and agrees that the City of Waco, 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 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 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 of the City Manager or Designee.

The use of drones is subject to the Applicant being in compliance with current FAA regulations governing their use.

### VIII. HOURS OF FILMING

Unless express written permission has been obtained from the City Manager or 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 Midnight

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

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## IX. 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(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. Based upon this community feedback and other appropriate factors considered by the City Manager or Designee, the City Manager or Designee may grant or deny the filming application.

## 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 Waco 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.

In addition, the City of Waco requires the Applicant to carry workers compensation insurance with statutory limits and Employers liability in an amount not less than \$1,000,000. The City of Waco will be granted a waiver of subrogation on the workers compensation coverage.

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

## 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:

*I certify that I represent the entity, firm, or person that 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 Waco, Texas, and that I and my firm will indemnify and hold harmless the City of Waco, Texas and its elected and appointed officials, its legal representatives, agents, officers, servants, employees, successors, departments and assigns and all affiliated persons and entities from any and all liability, losses, delays, injury or damages in respect to any person or property whether caused by the sole negligence of the city, its employees, agents, or servants, or whether caused by the concurrent negligence of the city and a third party.*

*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 Waco, Texas on behalf of the Applicant.*

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

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

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