



CITY OF DECATUR

Guide to Filming, Taping and Photographing

- I. Purpose
- II. City Control/ City Manager Authority
- III. Permit Requirements and Fees
- IV. Application Fee
- V. Use of City Equipment and Personnel
- VI. Use of City-Owned Real Estate
- VII. Vehicles and Equipment
- VIII. Hours of Filming
- IX. Notification of Neighbors
- X. Certificate of Insurance
- XI. Damage to Public or Private Property
- XII. Hold Harmless Agreement

Guidelines for Filming in Decatur, Texas

I. Purpose

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Decatur and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of Decatur, Texas residents and businesses, and to promote the public health, safety and welfare. The City Manager 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 may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in 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 of Decatur 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.

III. Permit Requirements

Before filing an application for filming in Decatur, the Decatur Main Street Office must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Decatur, Texas.

Any commercial producer who desires to undertake a commercial production in Decatur is required to complete and return the attached application for filming to the Decatur Main Street office, 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.

IV. Application Fee

An application processing fee of \$25.00 should accompany each application for filming in Decatur.

The Decatur Main Street Manager may waive this fee upon proof of an organization's non-profit status or for any other reason deemed appropriate.

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 Main Street Manager in consultation with the departments in question and with approval 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 Main Street 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

The City Manager may authorize the use of any street, right-of-way, park or public building, use of Decatur, 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 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 Main Street 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, or public area	\$500
Partial, non-disruptive use of a public building, park, or public area	\$250
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$100
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$50

The Applicant acknowledges and agrees that the City of Decatur, 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 Main Street 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 by the Main Street Manager.

VIII. Hours of Filming

Unless express written permission has been obtained from the Main Street 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, approved by the Main Street 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. Based upon this community feedback, and other appropriate factors considered by the Main Street Manager, the City 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 Decatur 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

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

Signed: _____

Title: _____

Date: _____