



# Film Policy

## Cedar Hill, Texas



## **Guidelines for Filming in Cedar Hill, TX**

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## Guidelines for Filming in Cedar Hill, TX

### I. PURPOSE

The following guidelines are intended to protect the personal and property rights of our Cedar Hill, TX residents and businesses. The City Manager (or his designee) reserves the right to impose additional regulations in the interest of public safety if deemed necessary.

These guidelines cover requests for commercial use of City-owned property (streets, right-of-ways, parks, public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in the filming of movies, TV shows, commercials, and related activities.

### II. CITY CONTROL/CITY MANAGER AUTHORITY

The City Manager (or his designee) is authorized to implement the Film Policy approved and established by the Cedar Hill City Council, and may authorize the use of any street, right-of-way, 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 his designee) may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use.

The applicant agrees that The City of Cedar Hill, TX shall have full control over the use of public streets and buildings of the City while being used, 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 if determined to be detrimental to the public health, safety and welfare.

The applicant shall agree to allow the respective City departments (i.e., Police, Fire, Building) to inspect all structures and/or devices and equipment to be used in connection with the filming and taping if required by the City Manager (or his designee).

### III. PERMIT REQUIREMENTS

Before filing an application for filming in Cedar Hill, TX, the Office of the City Manager (or his designee) must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Cedar Hill, TX.

Any person or entity that desires to undertake a commercial film production in Cedar Hill, TX is required to complete and return the attached application for filming to the Office of the City Manager (or his designee), 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. FEES

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

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

### V. NATURE OF FILM

Films of the 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 will pay the City for the costs of any and all Police, Fire, Public Works, or other City personnel assigned to the project (whether specifically requested by the production or not). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be the established rate for overtime pay. The applicant will agree to pay in full, promptly upon receipt of an invoice, the charges incurred. The City Manager (or his designee) may, at his/her discretion, require an advance deposit for the use of the equipment.

The City Manager (or his 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 safety, health and welfare, which cost shall be borne 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 their hourly rate based on their rank.

**VII. USE OF CITY PROPERTY**

The City Manager (or his designee) is authorized to implement the Film Policy approved and established by the Cedar Hill City Council, and may authorize the use of any street, right-of-way, or public building, use of Cedar Hill, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in the production of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager (or his designee) may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use. A security or damage deposit may be required based on production activity.

Depending upon the extent of the use of City property, the Applicant agrees to 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 public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$50 per block
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$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 agrees that The City of Cedar Hill, Texas, shall have full control over the use of its name, trademark, logo, public streets and buildings of the City while any are being used, 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 if it is determined to be hazardous to the public health, safety and welfare.

**VIII. SPECIAL EQUIPMENT AND VEHICLES**

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 so as to maintain traffic safety. 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 his designee).

The applicant further agrees to comply with the City's automobile idling resolution, as well as allow residents access to their homes if occupying a residential street.

**IX. HOURS OF FILMING**

Unless permission has been obtained from the City Manager (or his designee) in advance and affected property owners, tenants and residents have been notified, filming will be limited to the hours between 7:00 a.m. to 7:00 p.m.

**X. NOTIFICATION OF NEIGHBORS**

The applicant shall provide a short written description, approved by the City Manager (or his 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 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 each owner, tenant or resident's comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, the City Manager (or his designee) may grant or deny the filming application.

**XI. CERTIFICATE OF INSURANCE**

The producer shall attach a certificate of insurance, naming The City of Cedar Hill, TX as an 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. LIABILITY**

The applicant agrees to pay in full, promptly upon 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. INDEMNIFICATION**

The producer 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:

Applicant agrees to indemnify, save, hold harmless and defend the City, its officers, employees and elected officials with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of the applicant, its agents, servants, employees or any other person or entity acting on applicant's behalf or acting under applicant's apparent or actual control.

*I certify that I am an authorized representative of 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 Cedar Hill, TX, including but not limited to each and every condition contained in this document.*

*I further certify that the information provided in this Application is true and correct to the best of my knowledge, and that I hold the authority to sign this and other contracts and agreements with the City of Cedar Hill on behalf of the firm.*

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

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

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



THE CITY OF CEDAR HILL, TX

## Application for Commercial Filming

Title of project: \_\_\_\_\_

Type of production:    commercial    \_\_\_\_\_                      feature film    \_\_\_\_\_  
   television    \_\_\_\_\_                      training film    \_\_\_\_\_  
   public service    \_\_\_\_\_                      other \_\_\_\_\_

Location of filming: \_\_\_\_\_

Date(s) of filming: \_\_\_\_\_

### CONTACTS

Production Office:

name: \_\_\_\_\_

address: \_\_\_\_\_

phone: \_\_\_\_\_ fax: \_\_\_\_\_

Producer:

name: \_\_\_\_\_

address: \_\_\_\_\_

phone: \_\_\_\_\_ fax: \_\_\_\_\_

Location Manager:

name: \_\_\_\_\_

address: \_\_\_\_\_

phone: \_\_\_\_\_ fax: \_\_\_\_\_

Texas Film Commission representative: \_\_\_\_\_

**PRODUCTION** (*Attach additional sheets if necessary.*)

1. Production schedule and activities to include 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. Number of persons involved with the production, including cast and crew:
  
3. Anticipated need of City personnel, equipment or property:
  
4. Describe any areas in which public access will be restricted during production:
  
5. Describe alterations to 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 production location:
  
8. Location where extras will be held, if not at production location:
  
9. Map of anticipated street closure(s) or other public area use.

**Application completed by:**

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

*The "Guidelines for Filming in Cedar Hill, Texas" apply to all filming activities, and the Office of the City Manager (or his designee) 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 Cedar Hill and its officers, employees and elected officials as additional insureds:**

- 1. Workers Compensation:** If filming in a City facility or premises then Workers' Compensation with statutory limits; **Employers Liability** with minimum limits for bodily injury: a) by accident, \$100,000 per each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
- 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 Cedar Hill and its officers, employees, and elected representatives as additional insureds 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 Cedar Hill, Texas. 285 Uptown Blvd., Bldg 100, Cedar Hill, Texas 75104.