



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

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Presented by Texarkana, Texas City Manager Office

**Guidelines for Filming in Texarkana, Texas**

## **I. Purpose**

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Texarkana and the vicinity of the City. The guidelines are intended to protect the personal or property rights of Texarkana, Texas residents, and businesses; as well as promote public health, safety, and welfare.

These guidelines cover requests for commercial use of City-owned property (streets, rights-of-way, parks and/or public buildings, etc.). Commercial use of private property which may affect adjacent public or private property and the use of City equipment and personnel. 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 of Texarkana may authorize the use of any street, right-of-way, park, public building, equipment, or personnel for commercial uses in the filming or taping of movies, television programs, commercials training films, and related activities. In conjunction, 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 Texarkana 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 the 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 to promote public health, safety, or welfare.

The Applicant shall allow the City of Texarkana department (i.e. 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 and Fees**

Before applying for filming in Texarkana, the Office of the City Manager must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Texarkana, Texas. Any commercial producer who desires to undertake a commercial production in Texarkana, Texas is required to complete and return the attached application for filming to the Office of the City Manager, within the time frames below:

- **Commercial or episodic television** : a minimum of two (2) business days before the commencement of filming or any substantial 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 Texarkana. The City Manager may waive this fee upon proof of an organization's non-profit status or for any other reason deemed appropriate by the City Manager.

#### **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. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager or designee may, at his/her discretion, require an advance deposit for all costs related to City personnel and/or the use of City equipment.

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 the 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 paid 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 or designee may authorize the use of any street, right-of-way, park, or public building, use of Texarkana, 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 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:
Use of city parking lots, parking areas, and City streets (for parking film trailers, busses, catering trucks, and other large vehicles)	\$50

Applicant acknowledges and agrees that the City of Texarkana, Texas, possesses and retains exclusive authority to grant Applicant a revocable license for the use of its name trademark, 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.

To leave the City-owned property in as good condition as when received, the Applicant is responsible for and must provide professional cleaning and/or sanitation services upon completion of work, if the City requests such cleaning and/or sanitation services at any time. Upon such a request by the City, the Applicant must obtain approval from the City for the Applicant’s arrangements for cleaning and/or sanitation services (which will not be unreasonably withheld). The City may require such approval before the use of the City-owned property or Production activity begins.

**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. 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.

**VIII. Hours of Filming**

Unless explicitly 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 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 City 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 signature's, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the City Manager, 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 Texarkana, Texas, 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 \$1,000,000 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 proof an invoice, the costs of repair for any damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition before the production, or to better than original condition.

#### **XII. Hold Harmless Agreement**

The Applicant shall sign a 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 Texarkana, Texas and that I and my firm will indemnify and hold harmless the City of Texarkana, Texas, and its elected officials, officers, servants, employees, 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 of 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 Texarkana, Texas on behalf of the firm.

Name: \_\_\_\_\_

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

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

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

City Manager Signature: \_\_\_\_\_