



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

**Citizens Tower**

**1314 Ave K**

**Lubbock, TX 79401**

**(806) 775-2003**

I.	Purpose	2
II.	City Control/City Manager Authority	2
III.	Permit Requirements and Fees	2
IV.	Application Fee	3
V.	Use of City Equipment and Personnel	3
VI.	Use of City-Owned Real Estate	3
VII.	Vehicles and Equipment	5
VIII.	Hours of Filming	5
IX.	Notification of Neighbors	5
X.	Certificate of Insurance	6
XI.	Damage to Public or Private Property	6
XII.	Hold Harmless Agreement	6

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

### **I. PURPOSE**

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Lubbock and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of Lubbock, Texas residents and businesses, and to promote 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 or Designee.

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, or training films and related activities. In conjunction with these uses, the City Manager or Designee may require that any or all 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 Lubbock 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 to promote the public health, safety or welfare.

The Applicant shall allow City departments (e.g., Police, Fire, Building Inspection) 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 Lubbock, the Lubbock Cultural Arts Foundation must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Lubbock, TX.

Any commercial producer who desires to undertake a commercial production in Lubbock is required to complete and return the attached application for filming to the Lubbock Cultural Arts Foundation, 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.

Proof of insurance listing the City as an additional insured will be required before authorization to film is made.

#### **IV. APPLICATION FEE**

A non-refundable application processing fee of \$25.00 should accompany each application for filming in Lubbock. Payment should be made to the **Lubbock Cultural Arts Foundation** via [www.lubbockculturalarts.org](http://www.lubbockculturalarts.org) or contact **806-368-9039**.

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

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. 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 Lubbock, 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 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:

**Activity Cost per calendar day**

<b>Activity</b>	<b>Cost Per Calendar Day with Maximum of 13 hours/day</b>	<b>Details</b>
Rental for facilities for filming -Total or disruptive use (regular operating hours)	\$500 and facilities and/or City amenities approved rental rates will apply.	Rental fees paid to applicable City Department
Rental for facilities for filming- Partial (regular operating hours) non-disruptive use	\$250 and facilities and/or City amenities approved rental rates will apply.	Rental fees paid to applicable City Department
Use of City parking lots and parking areas (for the purpose of parking film trailers, buses, catering trucks and other large vehicles).  **This will be determined based upon desired location as some lots have lease agreements by private businesses.	\$100 per lot per day/ or approved rental rates will apply.	Rental fees for parking lot(s) paid to the applicable City Department
Noise Permit	\$60/day \$25 late fee \$125 for first two days \$25 each additional day \$35 late fee for repetitive days	Submitted to City Secretary. Requested submittal is at least 5 days prior to the event. Repetitive days is due at least 10 days prior to the event (late fees will be charged.)
Parade, Walk-A-Thon, Bike-A-Thon, and Jog-A-Thon	\$60	Turned into City Secretary at least 10 days prior to event.
Charitable Solicitations Campaign Permit	Initial fee \$60 Renewal fee \$45	Turned in 3 days prior to campaign solicitations to City Secretary
Circus/Carnival Permit	\$750	Turned into City Secretary no less than 14 days prior to the event.
Block Party/Recreational Street Use Permit (over 100 people)	\$100/\$25 late fee	Turned into City Secretary at least 10 days prior.
Recreational Street use (less than 100 people)	\$50	Turned into City Secretary at least 10 days prior to event.

Barricades	\$15	Through City Secretary
Sawhorse	\$1.00 (per additional sawhorse)	Through City Secretary
Barrel	\$1.25 (per additional barrel)	Through City Secretary

*\*\*\*Current rental fees for any desired City facility will apply. Additional fees may apply for needed permits such as noise.*

The Applicant acknowledges and agrees that the City of Lubbock, 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 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.

**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 12:00 a.m.

Saturday, Sunday and holidays: 8:00 a.m. to 12:00 a.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 signatures, 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 Lubbock 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 in an amount not less than \$1,000,000 including bodily injury and property damage. A copy of the actual additional insured endorsements and waivers of subrogation for general liability and auto liability will be provided to the City of Lubbock.

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

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

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

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