



CITY OF JOHNSON CITY FILM/VIDEO PRODUCTION PERMIT GUIDELINES AND APPLICATION

GUIDELINES

1. Film/video Permit and Application Required.

Permit Required. A film/video permit issued by the City is required for film/video productions in the City of Johnson City ("City").

Application Submission. A producer who proposes to undertake a commercial film/video production in the City must complete and submit to the City the attached application within the time frames indicated:

- Commercials or episodic television: a minimum of two (2) business days prior to the commencement of filming/videotaping or any substantial activity related to the project.
- Feature film/videos: a minimum of five (5) business days prior to the commencement of filming/videotaping or any substantial activity related to the project.

2. Application Fee.

An application processing fee of \$25.00 must be submitted with the application to the City.

3. Notice to Neighboring Areas.

The Applicant shall provide a short, written description of the production schedule to the owners, tenants and residents of each property in the affected neighborhood(s). The Applicant 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 list of the notices issued.

4. Certificate of Insurance.

The Applicant shall provide a copy of a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of Johnson City 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.

5. Rates for Use of City Owned Realty, Equipment, Personnel and/or Materials.

Payment Due. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City may require an advance deposit.

Security Deposit. A \$500 security deposit shall be submitted with the application. The City may reduce or waive the security deposit on a case-by-case basis.

Rate Schedule. The following rates apply and shall be submitted with the application:

Activity	Cost per calendar day
Use of a public building, park, right-of-way, or public area.	\$500
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$50 per block
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$25 per block
Use of City parking lots, parking areas, and City streets (for the purpose of parking film/video trailers, buses, catering trucks, and other large vehicles).	\$50 per block or lot
Use of City materials and equipment, including vehicles.	\$300
Use of City personnel as requested by the production; Off-duty police officers and firefighters shall be paid at a rate of no less than one and one-half times their hourly rate.	Hourly contract rate

6. Public Health, Safety, Welfare.

Fire, Police. The Chief of Police and/or Fire Chief shall have the authority to require additional fire or police requirements and level of staffing at any time during a film/video project if deemed necessary for public health, safety and welfare. These additional costs shall be assessed to the Applicant.

Work Stoppage. The City reserves the right to prohibit all filming/videotaping or to order cessation of filming/videotaping activity in an emergency in order to protect the public's health, safety and/or welfare.

7. Damage to City 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 City realty and property, resulting from, or in connection with, the production, and shall restore the property to its original condition it was in prior to the production, or better than the original condition.

8. Cancellation Fee

Any costs incurred by the City due to cancellation of filming/videotaping for any reason will be billed to the Applicant. This may include such costs as personnel who were called out for work attributable to the filming/videotaping and the work is subsequently cancelled or rescheduled with less than 24 hours' notice.

9. Restrictions on Use.

Applicant's permission to conduct its filming/videotaping shall extend only to those activities described herein and Applicant agrees to the following conditions and limitations:

- (a) Preparation for its filming/videotaping and cleanup of the film/video site following its filming/videotaping shall be the sole responsibility of Applicant. Applicant agrees that it will, following its use of the site, and before leaving the site, restore same to as good a condition as existed prior to such use by Applicant.
- (b) Applicant shall not cause or permit any illegal activity to be conducted upon the site.

- (c) Applicant shall make no changes or alterations to the site without prior written consent of the City. Applicant shall be responsible for any damages to the site resulting from use or occupancy thereof by Applicant, its agents, servants or invitees, and shall repair any damage to the site prior to their vacating the site.
- (d) Applicant may put up appropriate props and scenery at the site, however, all props and scenery must be put up in such a manner that no damage will be caused to the site.
- (e) Applicant agrees that they will consult with and follow the direction of the City concerning an area or areas for parking of trailers and vehicles during Applicant's use of the site.
- (f) Applicant shall not use City logos, trademarks, or names contained on City streets, right-of-ways, equipment, material, or personnel in filming/videotaping or to promote a film/video production.

10. Traffic Control.

Licensee shall be responsible for traffic control at and around the site, for any and all costs associated with the traffic control and for insuring all control is done in accordance with state and local laws and regulations. The costs associated with traffic control are separate from, and in addition to, any payment to the City set forth in these guidelines.

11. Assignment and Subletting.

The Production Permit is not assignable and cannot be sublet.

12. Indemnification.

The Applicant shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of the property, materials, equipment, or personnel by Applicant arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of the Applicant its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the activity of the Applicant on the site.



**CITY OF JOHNSON CITY
FILM/VIDEO PRODUCTION
PERMIT APPLICATION**

1. Title of Project: _____

2. Applicant Information

Name: _____

Address: _____

Phone: _____ Email: _____

3. Location Manager (if different from Applicant) Information

Name: _____

Address: _____

Phone: _____ Email: _____

4. Type of Production (feature film/video, television production, commercial, corporate, music video, etc.)

5. Proposed Filming/videotaping Location(s) (attach additional pages if necessary)

6. Date(s) of Preparation/filming/videotaping

7. Production Company Information

Company Name: _____

Address: _____

Web Site: _____

Contact Name: _____

Phone: _____ Email: _____

8. Texas Film/video Commission

Is this production in contact with the Texas Film/video Commission? Yes ____ No ____

If yes, who is your contact at the Texas Film/video Commission?

Contact Name: _____

Phone: _____ Email: _____

PRODUCTION INFORMATION (Attach additional sheets if necessary.)

1. Production schedule dates:
2. City personnel, equipment, material or property requested:
3. Describe alterations to public city property:
4. Public area(s) in which public access will be restricted during production:
5. Number and type of production vehicles to be used and location(s) where vehicles will be parked:
6. Location(s) where crew, extras will be held, if not at filming/videotaping location:
7. Location(s) of filming/videotaping:
8. Please attach map of anticipated street closure(s) or other public area use, if applicable.

HOLD HARMLESS AGREEMENT

I certify that I represent the firm which will be performing the filming/videotaping at the location(s) specified on the permit application. I further certify that I and my firm will perform in accordance with the guidelines and terms of the film/video permit application of The City of Johnson City, Texas, and that I and my firm agree to assume all liability of the City of Johnson City, its officers, employees and agents to any person or property of whatsoever kind of nature which occurs as a result of my and my firm's activities related to activities engaged in pursuant to this Application. I further agree that my firm will indemnify and hold harmless the City of Johnson City, 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/videotaping/taping, use of designated public property, right-of-way, city personnel, materials or equipment in conjunction with the permitted use, 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 Johnson City, Texas on behalf of the firm.

(Applicant Acknowledgment follows.)

APPLICANT ACKNOWLEDGMENT and AGREEMENT

The undersigned acknowledges and agrees to the terms of the City of Johnson City film/video production permit guidelines and this application:

Signature Date

Printed Name Title

FILM/VIDEO PRODUCTION PERMIT ISSUANCE

Approved: _____
Denied: _____
City Staff (name, title): _____
Date: _____

FOR CITY USE ONLY

- _____ Application received
- _____ List of neighbor notices received
- _____ Insurance certificate received
- _____ Hold Harmless Agreement received
- _____ Plan(s) and/or map of specific locations of filming/videotaping and parking
- _____ Approval of City facilities
- _____ Approval of City equipment
- _____ Approval of City personnel
- _____ Application Fee received
- _____ Security Deposit Fee received
- _____ Payment for Costs received

Total Fees Paid: _____
Date Permit Granted: _____
Reviewed by City Employee: _____