

Exhibit "A"

Guidelines for Filming in Smithville, Texas

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## I – Purpose

The following guidelines are intended to protect the personal and property rights of our residents and businesses. The City manager 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, and public buildings), commercial use of private property which may affect adjacent public or private property, equipment and personnel in the filming of movies, TV shows, commercials, and related activities.

## II – City Control/City Manager Authority

The City Manager 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 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 Smithville 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 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 or 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.

## III – Permit Requirements

Before filing an application for filming the Office of the City Manager must be contacted to discuss the production's specific filming requirements and the feasibility of filming.

Any commercial producer who desires to undertake a commercial film or tape production is required to complete and return the attached application for filming to the Office of the City Manager, for:

Commercials or episodic television: a minimum of 2 business days prior to the commencement of filming or any substantial activity related to the project.

Feature films: a minimum of 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 should accompany each application for filming.

The City Manager may waive this fee for non-profit organizations.

#### V – Use of City Equipment and Personnel

The applicant will agree to pay for the costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether specifically requested by the producer or not). Remuneration rates for the use of any city equipment, including Police squad cars and fire equipment, will be established on a case-by-case basis. The applicant will agree to pay in full, promptly upon receipt of an invoice, the charges incurred or the City Manager may require a deposit for proposed use of the equipment in advance.

The City Manager has the authority to require additional police or fire coverage if it is determined to be in the best interest for public safety. Off-duty police officers or firefighters are to be paid one and one-half times their hourly rate.

#### VI – Use of City Property

The City Manager may authorize the use of any street, right-of-way, public building, name, trademark or logo, 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 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 producer agrees to reimburse the City for inconveniences when using public property. Following is the rate schedule:

- A. Total or disruptive use (regular operating hours) per day of a public building: \$500
- B. Partial non-disruptive use of a public building: \$250 per day
- C. Total closure of public street or right-of-way (including parking lots and on-street parking): \$50 per day
- D. Partial closure or obstruction of public street or right-of-way (including parking lots and on-street parking): \$25 per day

The applicant agrees that the City of Smithville shall have full control over the use of the name, trademark and logo, 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 the filming if determined to be hazardous to the public health, safety or welfare.

#### VII – 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 their proposed hours of use and their 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.

#### VIII – Hours of Filming

Unless permission has been obtained from the City in advance and affected property owners are notified, filming will be limited to the following hours: Monday through Friday 7:00 am to 9:00 pm, and Saturday, Sunday and holidays 8:00 am to 8:00 pm.

#### 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 and residents of each property in the affected neighborhood (as defined by boundaries set by the City Manager). The applicant, or his designee, shall talk with owners and residents of all such property and submit as part of this application a report noting any owner or resident's reaction along with the address and phone numbers of all such property owners and residents and their signatures.

#### X – Certificate of Insurance

The producer shall attach a certificate of insurance, naming the City of Smithville as an additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5 million umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

#### XI – Hold harmless Agreement

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:

I certify that I represent the firm which will be performing the filming/taping at the location 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 Smithville, and that I and my firm will indemnify and hold harmless the City of Smithville for and from any loss, damage, expense, claims and costs of every nature and kind arising out of or in connection with the filming/taping pursuant to this permit.

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

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

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

#### 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 condition prior to the production.