



## Filming Guidelines

### I. Purpose

The guidelines for filming in Edinburg is to establish a program for promoting economic development activity within the City of Edinburg and the vicinity of the City while safeguarding personal and property rights of Edinburg, Texas, residents and businesses; and to promote the public health, safety and welfare of the citizens of Edinburg. The City of Edinburg reserves the right to impose additional regulations in addition to those stated in these guidelines in the interest of public health, safety, and welfare.

These guidelines cover requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public building), 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. Filming Application

To film in the City of Edinburg an application is required to be submitted and approved by the City Manager or designee before any production commences. To discuss the production's specific filming requirements and the feasibility of filming in the City of Edinburg, please contact:

Edinburg Cultural Arts Department  
1906 S. Closner Blvd.  
Edinburg, TX 78540  
956-383-6246

To film in Edinburg, interested parties must submit a completed application within the following timeframe:

- **Commercials, short films or episodic television:** a minimum of ten (10) business days prior to the commencement of filming or any substantial activity related to the project
- **Feature films:** a minimum of fifteen (15) business days prior to the commencement of filming or any substantial activity related to the project.

The City Manager or designee has the authority to make an exception to the time frames for projects that will provide a substantial marketing opportunity or have a significant economic impact on the community.

### III. City Control/City Manager Authority

The City Manager 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 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 affected City Department shall be informed of any film production related to their department.

The City of Edinburg has the 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 the cessation of filming to promote the general safety and welfare of City of Edinburg Residents.

City departments (e.g., Public Works, Engineering, Police, Fire, Building Permits, and Inspections) shall be allowed 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. Filmmakers must agree to obtain the necessary permits from the perspective department and must pay any fee required.

#### **IV. Use of City Equipment and Personnel**

The applicant shall pay for all costs associated with City personnel assigned to the production, whether or not specifically requested by the production. Remuneration rates for the use of any City equipment, including police cars, fire equipment, street barricades, and traffic cones, will be established on a case by case basis as determined by the appropriate City department.

The Applicant shall pay all costs upfront and in full. The City Manager may, at his/her discretion, require an advance deposit for all costs related to the utilization of City personnel and/or the use of City equipment.

The City Manager, 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, 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.

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 and their employment shall be scheduled through their respective department.

#### **V. Use of City-Owned Property**

The City Manager may authorize the use of any street, right-of-way, park or public building, use of Edinburg, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in motion picture production. Requests for use of such facilities shall be included in the application.

No city building shall be used during regular operating hours in such a way as to unreasonably disrupt the activities of the City. In conjunction with these uses, the City Manager may require that any or all the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit shall be required as provided by City policy. All rentable facilities and spaces will require payment of designated fees as per Chapter 97 of the Code of Ordinances Sec. 97.45-97.87.

The City of Edinburg shall be acknowledged in the credits of any movie, television production or training film as a condition of use of the property. The Applicant shall reimburse the City for inconveniences when using public property.

The City of Edinburg, Texas, possesses and retains exclusive authority to grant the Applicant a revocable permit 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 the cessation of filming activity to promote the public health, safety, and/or welfare.

## **VI. Vehicles and Equipment**

The Applicant shall provide with the application a list of 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 his/her designee. On-street parking or use of public parking lots is subject to City Manager approval.

The use of drones, exterior lighting, power generators or any other noise or light-producing equipment requires onsite approval of the City Manager or his/her designee.

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## **VII. Hours of Filming**

Unless express written permission has been obtained from the City Manager in advance and affected property owners, tenants and residents have been notified, filming will be limited to the following hours:

Monday through Friday: 7 am to 9 pm

Saturday, Sunday and Holidays: 8 am to 8 pm

***Filming after these designated hours must be approved by City Manager.***

## **VIII. Notification of Neighbors**

The Applicant shall include with the application the notice of the schedule for the proposed production that was provided to the owners, tenants, and residents of each property in the affected neighborhood(s) as well as a listing of all addresses contacted. This notice shall be provided prior to the submission of the application to the City of Edinburg. Based upon this community feedback, and other appropriate factors considered by the City Manager, the City Manager may grant or deny the filming application.

## **IX. Indemnification and Hold Harmless Clause**

1. APPLICANT agrees to and shall indemnify and hold harmless and defend City of Edinburg, Texas, its elected and appointed officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent operation of APPLICANT, its agents, officers and employees, carried out in furtherance of this agreement.
2. APPLICANT agrees to assist City in defense of claims or litigation brought against City related to this agreement, including any claims related to services.

## **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 Edinburg 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.

## **XI. Damage to Public or Private Property**

The Applicant shall pay in full, within ten (10) days of receipt of any 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 prior to the production.

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. No application will be approved until such an agreement is signed.



The undersigned, \_\_\_\_\_, INDIVIDUALLY AND AS \_\_\_\_\_, with its offices located at \_\_\_\_\_ (“*Indemnitor*”), agrees to hold harmless, indemnify, and defend the **CITY OF EDINBURG, TEXAS**, a home-rule municipal corporation of the State of Texas, with its offices located at 210 W. McIntyre, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (hereinafter referred to as “*Indemnitee*”) from any and all claims which may arise by reason of *Indemnitor’s* participation in and/or use of *Indemnitee’s* property, as described below.

Indemnitor hereby **RELEASES** and forever **DISCHARGES** *Indemnitee*, for any and all claims, demands, damages, actions, causes of action, suits, judgments or executions by reason of any damages incurred by *Indemnitor* as a result of her participation and/or use of the property as described above and below.

**DESCRIPTION AND PURPOSE:** Use of the public area, \_\_\_\_\_ located at \_\_\_\_\_ (the “facility”) to film \_\_\_\_\_ (the “project title”) on \_\_\_\_\_ (date) from \_\_\_\_\_ (time) and agrees that such filming will not interfere with the City’s use of the Facility. There will not be any risqué video segments or any video segments in bad taste, nor will the film reflect the City in a negative light nor violates community standards, Indemnitee reserves the right to review the film segments before their release.

It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INDEMNITEE:**  
CITY OF EDINBURG

By: \_\_\_\_\_  
Myra L. Ayala, City Manager

ATTEST:

\_\_\_\_\_  
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:  
OMAR OCHOA LAW FIRM, P.C.

BY: \_\_\_\_\_  
Omar Ochoa, Interim City Attorney

**INDEMNITOR:**  
**(Name of Film maker)**

By: \_\_\_\_\_  
(Company name)  
Telephone: \_\_\_\_\_

WITNESS: \_\_\_\_\_

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



**Title of Project:**

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**Type of production:** (feature film, television production, commercial, corporate, music video, etc.)

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**Proposed Filming Locations:** (attach additional pages as needed)

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**Date(s) of prep/filming:**

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**Primary Contact**

Name \_\_\_\_\_

Cell phone \_\_\_\_\_

Email \_\_\_\_\_

**Location Manager (if different from Primary Contact)**

Name \_\_\_\_\_

Cell phone \_\_\_\_\_

Email \_\_\_\_\_

## Production Company Information

Name of Production Company \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Web Site \_\_\_\_\_

Primary Contact's Name \_\_\_\_\_

Primary Contact's Phone \_\_\_\_\_

Primary Contact's Email \_\_\_\_\_

**Is this production already in contact with the Texas Film Commission?** \_\_\_\_\_

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

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

## **PRODUCTION DETAILS** (*Attach additional sheets as needed.*)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals:  
*(Give dates & times. Hours should include set-up, holding of sets and restoration. Give possible rain dates if filming outdoors.)*
2. The approximate number of persons involved with the production and contact information for each person, including cast and crew:  
*(See included cast/crew roster. Please note that only people listed on this roster will be approved to be on set during filming.)*
3. The anticipated need of City personnel, equipment or property:  
*(Detailed schedule and means of use must be included.)*
4. Public areas in which public access will be restricted during production:

**PRODUCTION DETAILS** Continued (*Attach additional sheets as needed.*)

5. Describe alterations to public property:
  
6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:
  
7. The location where the crew will be fed, if not at filming location:
  
8. The location where extras will be held, if not at filming location:
  
9. Please attach a map of anticipated street closure(s) or other public area use.

List of items required for an Edinburg Film Friendly Application:

Item	Due Date	Inlcuded with Application	Not Included with Application
Film Friendly Application	Based on type of project – <i>min. 10 days for shorts and commercials; min. 15 days for feature film or videos</i>		
Hold Harmless for Production	With applicaton		
Production Schedule	With application		
Production Details	With application		
Cast & Crew Roster	Before filming begins		
Liabilty Releases for all cast & crew	Before filming begins		

\* While not required for this application, it is recommended that all Directors/Producers obtain contracts or talent releases for all individuals participating in any film or video. Contracts/releases should include permission to use any and all images, sounds, music or words used in any film or video.

**Applicant (production company representative):**

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

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

Facility: \_\_\_\_\_

Select one:

\_\_\_\_\_ The attached application is approved with no additional requirements.

\_\_\_\_\_ The attached application is denied.

\_\_\_\_\_ The attached application is approved with the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department recommendation \_\_\_ Approval \_\_\_ Not Approved

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

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

*The "Guidelines for Filming in Edinburg, Texas" apply to all motion picture production in Edinburg.*

*The Office of the City Manager may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.*



# Film Friendly Program Approval

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

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

Select one:

The attached application is approved with no additional requirements.

The attached application is denied.

The attached application is approved with the following conditions:

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Cultural Arts Department recommendation \_\_\_ Approval \_\_\_ Not Approved

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

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

*The "Guidelines for Filming in Edinburg, Texas" apply to all motion picture production in Edinburg.*

*The Office of the City Manager may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.*



### Release of Liability for Cast & Crew

*This form is required for every participant, cast or crew – as listed on your cast/crew roster.*

*Participants under the age of 18 require parent or guardian signature.*

I, the undersigned named here, \_\_\_\_\_ (“Indemnitor”), agrees to hold harmless, indemnify, and defend the **CITY OF EDINBURG, TEXAS**, a home-rule municipal corporation of the State of Texas, with its offices located at 415 W University Dr, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assignees, and all film friendly filming locations and assignees approved in this application (hereinafter referred to as “Indemnitees”) from any and all claims which may arise by reason of *Indemnitor’s* participation in and/or use of *Indemnitee’s* property, as described in this application.

I hereby agree for myself, my executors, administrators, heirs, next of kin, successors, and assigns, as follows: (A) I hereby waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft or damages of any kind which may at any time accrue as result of or in any way related to the City of Edinburg filming. This release shall release from liability any and all persons or entities involved in the City of Edinburg Film Friendly process, including without limitation, the venues, the City of Edinburg including their directors, officers, employees, volunteers and agents (the “Released Parties”); (B) I hereby agree to indemnify and hold harmless the Released Parties from any and all liability or claims of any kind made as the result of or related in any way to the City of Edinburg filming process, whether caused by negligence or otherwise; and, (C) I hereby assume all of the risks of participating. I understand and acknowledge that the City of Edinburg filming process does not provide any protection or insurance coverage against any type of personal injury, damage to property or any other liability, third party or otherwise.

Indemnitor hereby **RELEASES** and forever **DISCHARGES** *Indemnitees*, for any and all claims, demands, damages, actions, causes of action, suits, judgments or executions by reason of any damages incurred by *Indemnitor* as a result of her participation and/or use of the property as described in the Film Friendly application for (*film title as in application*) \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ (*Under age 18 participants must have parent/guardian signature*)

The undersigned parent, natural guardian, or legal guardian, on behalf of the minor named above and on their own behalf, hereby represents that he/she is acting in such legal capacity and agrees to release, indemnify, and hold harmless each and all parties referred to above from all liability, loss, cost, claim or damage whatsoever, which derives from or is related in any way to the activities of City of Edinburg Film Friendly filming process.

Parent/Guardian Name Print \_\_\_\_\_

Signature Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Address/City/St/Zip \_\_\_\_\_ Phone Number \_\_\_\_\_

