

Bastrop County Film Policy

Acknowledgement and Agreement

Bastrop County is film friendly and we welcome the opportunity to work with production companies. These policies are established to create an opportunity for promoting this valuable economic development activity within Bastrop County. The policies are for the protection of the rights and privileges of the citizens of Bastrop County, Texas during the use of County property for filming of movies, television programs, training films, commercials and related media. The County reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the County. These Policies address requests for commercial use of County-owned property (including but not limited to streets, rights-of-way, parks and public buildings), and the use of County equipment and personnel in all types of production.

Authority to Use

- The Bastrop County Commissioners Court, through an action of the Court’s majority, has authorized the County Tourism Coordinator to manage the use of any Bastrop County facility for filming.
- The County Tourism Coordinator will secure the approval of the County Auditor, the County Sheriff and all impacted Department Heads and Elected Officials for all projects
- When an Applicant for authorization to film on County Property complies in full with the requirements of this Policy, the County Tourism Coordinator is hereby authorized by the Commissioners Court of Bastrop County to sign an authorization allowing Applicant to film on County Property.

Policies While Filming

- No alcoholic beverages or illegal drugs may be brought onto County property. Tobacco products may be used in designated outdoor smoking areas only.
- County parking lots shall not be used or blocked during business hours.
- Filming may not interrupt the regular business of Bastrop County and its citizens and visitors.
- Good faith efforts will be made on the part of Applicants to make purchases in Bastrop County businesses and to hire residents of Bastrop County.

General Requirements

- Bastrop County property may not be used for films rated “NC-17” or “X”. The filming of pornography and films which promote pornography may not use Bastrop County property. In addition, filming which uses pyrotechnics, explosions, and automobile and heavy equipment stunts are not permitted to film on Bastrop County property.

- The Applicant agrees that Bastrop County shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public building of the County, as well as the authority to regulate the hours of production and the general location of the production. The County reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety and welfare.
- The Applicant acknowledges and agrees that the County possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logos.
- The Applicant shall allow County departments to inspect all structure, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the County.
- The Applicant shall pay in full, within 10 (ten) 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 to restore the property to its original condition prior to the production.
- Bastrop County Sheriff's Department representatives must be on site during all production activities including preparation, filming and tear-down activities.
- Bastrop County will strive for a timely response to Production Company requests, but all requirements must be met before issuance of an authorization to film.

Requirements for Authorization to Film

- County's Tourism Coordinator must be contacted to discuss the production's specific filming requirements, summary of the project including anticipated rating and the feasibility of filming.
- Completed Application for Filming on Bastrop County Property
- Completed Sheriff's Department application
- Production to be invoiced after completion of project:
 - \$40 per hour per officer with a 4 (four) hour minimum
 - \$10 per hour per department vehicle with a 2 (two) hour minimum
- Executed Acknowledgement and Agreement for Filming in Bastrop County
- A certificate of Liability Insurance in the amount of \$1,000,000 for commercial general liability, \$1,000,000.00 auto liability, \$1,000,000.00 for excess/umbrella liability, and \$1,000,000.00 for 3rd party property damage. Bastrop County should be named as an additional insured on the certificates.
- Payment in advance by check of the required County use fees:
 - \$500 for the first hour of use of County property
 - \$ 50 for each additional anticipated hour

If filming exceeds anticipated time frame, additional County use fees will be invoiced after completion of project.

Projects of 5 (five) hours duration or less are exempt from County use fees.

Projects using County facilities after normal business hours are exempt from County use fees.

- Applicant agrees to comply with all federal, state, and local laws and regulations and to secure all permits or licenses required by law for the proposed film project.
- Applicant agrees that it will not bring or permit anyone to bring anything on County Property that will adversely affect the property and, specifically, will not damage any County property including but not limited to trees, grounds, plant life, buildings, rights of way, vehicles or machinery.
- Applicant agrees to comply with all intellectual property laws that may arise from the film or any photographs created in connection with its film project.
- Applicant understands and acknowledges that the County will comply with the Texas Public Information Act in responding to any request for public information pertaining to the film project.
- Applicant agrees to indemnify, save, and hold harmless the County, its officers, employees, agents, licensees, and invitees against any and all liability, damages, losses, claims, demands, and actions of any nature due to personal injury or property loss or damage of any kind including without limitation attorneys fees and costs of court arising from or claimed to arise out of or from in any manner the activities of Applicant in connection with the authorization to film and filming on County Property.

The undersigned acknowledges and agrees that it will comply with the Bastrop County Film Policy and will be responsible for all charges imposed pursuant to the Bastrop County Film Policy.

Signed _____ Date _____

Printed Name _____

Title _____