



COUNTY OF CALDWELL  
FILMING INFORMATION PACKET

Applicant's Full Name: \_\_\_\_\_

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

Date of Application Submission: \_\_\_\_\_

Received By: \_\_\_\_\_

GUIDELINES FOR FILMING  
IN CALDWELL COUNTY, TEXAS

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# FILMING APPLICATION – CALDWELL COUNTY, TEXAS

## **Guidelines for Filming in Caldwell County**

### **I. PURPOSE**

The following guidelines are intended to provide the minimum requirements for the use of Caldwell County, Texas (“County”) Courthouse and its grounds (the “Courthouse”) and the County roads (the “County Roads” and together with the Courthouse, the “County Property”). The Caldwell County Judge (the “Judge”), or his/her designee reserves the right to impose additional regulations in the interest of public safety and the preservation of the County Property if deemed necessary.

These guidelines cover requests for commercial use of the County Property in the filming of movies, TV shows, and commercials, related activities and photography. These guidelines do not apply to filming or photography in connection with a wedding at the Courthouse.

Any person or entity wishing to close a County Road must fill out the application in the form attached hereto as Exhibit B, and pay all fees and deposits associated with the application and permit. Approval of any such closure is not guaranteed.

### **II. COUNTY JUDGE AUTHORITY**

The Judge or his/her designee may authorize the use of the County Property for commercial uses in the filming or taping of movies, television programs, still photography, commercials, or training films and related activities. In conjunction with these uses, all the conditions and/or remuneration as specified on the application must be met as a prerequisite to that use.

The applicant agrees that the Judge or his/her designee shall have full control over the use of the County Property while being used, as well as control over the hours of production. The County reserves the full and absolute right to prohibit all filming and/or photography or to order cessation of filming if determined to be detrimental to the public health, safety and welfare. The applicant shall agree to allow the respective County departments (i.e., Sheriff, Emergency Management, Building Maintenance) to inspect all structure and/or devices and equipment to be used in connection with the filming and taping if required by the Judge or his/her designee.

### **III. PERMIT REQUIREMENTS**

Before filing an application for filming in the Courthouse or on a County Road, the Judge or his/her designee must be contacted to discuss the production's specific filming requirements and the feasibility of filming in the Courthouse.

Any commercial producer who desires to undertake a commercial production in the Courthouse or a County Road, is required to complete and return the attached application for filming to the Judge 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.

The Judge or his/her designee may waive the time frame listed above after requested and granted solely at the discretion of the Judge or his/her designee.

### **IV. FEES**

An application processing fee of \$25.00 should accompany each application for filming of County Property.

A Courthouse fee in the amount of \$250 per day or partial day for use of the Courthouse on a Business Day. Use needs to be coordinated and approved in advance so as not to disrupt ongoing operations at the Courthouse. Use after hours or on weekends and holidays will be charged at a rate set by the Judge.

A fee for the full or partial closure of a County Road in the amount of \$100 per mile or portion thereof per day or portion thereof. Use needs to be coordinated and approved in advance so as not to disrupt normal traffic. Use after hours or on weekends and holidays will be charged at a rate set by the Judge. Any use of a public road or street within the boundaries of a municipality within the County needs to be arranged with such municipality.

The Judge or his/her designee may wave the application processing fee upon proof of an organization's non-profit status, or for any other reason deemed necessary.

The County does not accept cash, credit card, cash apps, or personal checks. Acceptable forms of payment include Cashier's Check or Money Order. All payments should be made out to the Caldwell County Treasurer.

#### **V. USE OF COUNTY PROPERTY AND PERSONNEL**

The applicant will agree to pay for the costs of any Deputy Sheriff, Emergency Management, Building Maintenance, or other County personnel assigned to the project (whether specifically requested by the production or not) at the *rates* set forth in **Exhibit A** attached hereto and made a part hereof. The applicant will agree to pay the charges incurred for such personnel in full promptly upon receipt of an invoice with all payments made out the Caldwell County Treasurer. The applicant shall submit a plan outlining the use of all County personnel (specifying types, numbers, times, and locations) for approval by the County Judge with this application.

After review and approval of the plan the Judge may require a deposit of estimated charges and as security for any potential property damage. This deposit will be required prior to the commencement of activities by the applicant.

The Judge or his/her designee may authorize the use of a County Road, the Courthouse, name of Caldwell County, Texas trademark or logo for commercial use on the production.

#### **VI. NOTIFICATION OF PROPERTY OWNERS**

The applicant shall provide a short, written description, approved by the Judge or his/her designee of the schedule for any proposed production involving the use of a County Road to the owners, tenants and residents of each property along the portion of the County Road where the production will take place. The applicant shall make a good faith effort to notify each such owner, tenant and resident, and shall submit, as part of this application, a report noting each such owner's, tenant's or resident's comments along with their signatures, addresses and phone numbers. Based upon the community feedback, the Judge or his/her designee will determine whether to grant the closing of such portion of a County Road.

#### **VII. CONTROL**

The applicant agrees that the County of shall have full control over the use of its name, trademark, logo, and County Property while any are being used, as well as control over 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 activity if it is determined to be hazardous to the public health, safety or welfare.

Additionally, the applicant understands, while performing their official duties, County

personnel, emergency personnel, and law enforcement officers may lawfully enter the area of production. Orders or directions given by law enforcement, EMS or fire officials in the lawful discharge of their duties must be obeyed.

#### **VIII. SPECIAL EQUIPMENT**

The applicant shall provide a report listing the number and types of equipment to be used during the filming, including proposed hours of use and proposed locations. Such locations will need to be specially approved by the Judge. The use of lighting, power generators, or any other noise or light-producing equipment requires on-site approval of the Judge or his/her designee.

#### **IX. HOURS OF FILMING**

Unless permission has been obtained from the Judge or his/her designee in advance, filming will be limited to the following hours: Monday through Friday, 8:00 a.m. to 8:00 p.m. If filming is required outside of these times, see the attached Extended Hour Form.

#### **X. 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, or for which the production is responsible, necessary to restore the property to its original condition prior to the production. The applicant shall rope off the lawn or other property of occupants in proximity of the production who desire such protection.

#### **XI. CERTIFICATE OF INSURANCE**

The applicant shall provide a Certificate of Insurance for the coverages and in the amounts set forth in the Filming Agreement prior to its mobilization at the Court House.

#### **XII. AGREEMENT**

These Guidelines form a part of the Filming Agreement which, upon approval, the Applicant will be required to execute prior to beginning of filming.

# Application to Film in Caldwell County

(Held Confidential if Requested)

This document is intended to alert all involved departments to assist with proper permits, coordination of filming, etc.

\* Please fill out all that applies\*

Filming Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Cell #: \_\_\_\_\_ Other: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name of Project: \_\_\_\_\_

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Production Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Cell #: \_\_\_\_\_ Other: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name of Project: \_\_\_\_\_

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Type of Project:

<input type="checkbox"/> Feature	<input type="checkbox"/> Corporate/Marketing Video
<input type="checkbox"/> TV Movie	<input type="checkbox"/> Student Film
<input type="checkbox"/> TV Series	<input type="checkbox"/> Still Shoot
<input type="checkbox"/> TV Commercial	<input type="checkbox"/> Documentary
<input type="checkbox"/> Music Video	<input type="checkbox"/> Other

Project's projected start date: \_\_\_\_\_

Schedule: \_\_\_\_\_

\*Length of filming? (i.e. one day, three weeks, etc.)

Time: \_\_\_\_\_  A.M.  P.M. to \_\_\_\_\_  A.M.  P.M.

Producer: \_\_\_\_\_

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

Location Manager: \_\_\_\_\_ Cell #: \_\_\_\_\_

Production Manager: \_\_\_\_\_ Cell #: \_\_\_\_\_

**Location of Filming**

Courthouse Interior – Specify Areas: \_\_\_\_\_

Courthouse Grounds (Check all that apply.)       North    South    East    West

County Road (s) \_\_\_\_\_

\* If you need to close a county road, please fill out the attached *street closure application (Exhibit B)*. You must include barricades/signs in compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The County of Caldwell does not provide barricades/signs for traffic control.

Special Needs:

Water Department: \_\_\_\_\_ Dates \_\_\_\_\_

Street Department: \_\_\_\_\_ Dates \_\_\_\_\_

Police Department: \_\_\_\_\_ Dates \_\_\_\_\_

Street Closure: \_\_\_\_\_ Dates \_\_\_\_\_

Safety: \_\_\_\_\_ Dates \_\_\_\_\_

Traffic Control: \_\_\_\_\_ Dates \_\_\_\_\_

Fire Department: \_\_\_\_\_ Dates \_\_\_\_\_

Pyrotechnic: \_\_\_\_\_ Dates \_\_\_\_\_

Hazardous Materials: \_\_\_\_\_ Dates \_\_\_\_\_



## **EXHIBIT A**

### **RATES/CONTACT INFORMATION FOR COUNTY PERSONNEL**

**Deputy Sheriff: \$42.00/hour**

- Sheriff Office: 512-398-6777

**Building Maintenance Personnel: \$32.00/hour**

- Building Maintenance Office: 512-398-1823

**Emergency Management Personnel: \$45.00/hour**

- Homeland Security & Emergency Management Office: 512-398-1822

**EXHIBIT B**

**APPLICATION TO TEMPORARILY CLOSE A SEGMENT OF A COUNTY ROAD FOR FILMING/MOVIE PURPOSES**

Date Application Submitted: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Organization: \_\_\_\_\_

Name of Person Responsible:

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_ (Alternate): \_\_\_\_\_

Barricade Company: \_\_\_\_\_

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Street to be closed: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_  
(Number) (Number)

Date(s) of Closing: \_\_\_\_\_ to \_\_\_\_\_  
(MM/DD/YY) (MM/DD/YY)

Requested hours of closing: \_\_\_\_\_  A.M.  P.M. to \_\_\_\_\_  A.M.  P.M.

## EXHIBIT C

### SAMPLE NOTIFICATION LETTER REQUIRED FOR ALL HIGH IMPACT PRODUCTIONS

#### WE'RE GOING TO BE PRODUCING IN YOUR AREA

**WHO:** ABCD Productions

**WHAT:**

**WHERE:**

**DATE(S):**

**TIME(S):**

**DESCRIPTION OF ACTIVITY:**

Woman and man will be pulling up in car in front of home. Band will come marching down the street.

**OUR ACTIVITIES WILL AFFECT YOUR NEIGHBORHOOD/BUSINESS:**

*We are asking residents to please not park on \_\_\_\_\_ during the times noted above. Barricades will indicate the hours of restricted parking. If this will pose any problems for you, please call our office as soon as you receive this notice. We understand this is an inconvenience for you and appreciate your cooperation. The \_\_\_\_\_ will hold traffic intermittently for 1-3 minutes for some shots.*

*We are working through the County of Caldwell to secure permits, off-duty officers, and all the assistance needed to make our job go quickly and smoothly.*

*If you have any further questions, please contact me directly at (\_\_\_\_) \_\_\_\_-\_\_\_\_.*

*Thank you for your patience and support of our industry's work in your community.*

*CC: County of Caldwell, Judge's Office*

**FILMING AGREEMENT - COUNTY OF CALDWELL, TEXAS**

Date of Agreement	
Property Name and Address ("Premises")	
Property Owner ("Owner" or "Caldwell County")	Caldwell County, Texas 110 South Main Street Lockhart, Texas 78644 Attn: County Judge
Production Company ("Production Company")	
Pilot/Series Name ("Project")	
Dates of Use ("Term")	Prep Day: Filming: Strike Day:
	Hold Days:
License Fee ("Fee") SEE GUIDELINES FOR FEES	Prep Day:
	Filming Day:
	Strike Day:
	Hold Days:

1. **USE OF PREMISIS**, in consideration for the Fee set forth above, Owner hereby grants the Production Company, and its agents, licenses assign employees, independent producers, contractors, suppliers and other persons connected with the Project the following irrevocable rights with respect to the Premises:
  - (a) To enter and remain upon the Premises with personnel, equipment and sets for the sole and express purpose of recording and photographing (still or moving) scenes live or on tape, film or by any other process on the Premises during the Term. If production exigencies, or an event of force majeure makes the Date(s) impracticable, then such Dates may be postponed to another date as agreed upon by Production Company and Owner. Such permission shall continue until completion of all scenes and work required. If an event of force majeure affects only the Premises and the Premises is not readily available when needed by Production Company, the Production Company shall have the right to terminate this Agreement with no obligation to Owner and Owner shall refund, any and all monies paid to Owner by Production Company, pro- rata, based upon the number of prep/strike days and film days actually used other than the application processing fee. At any time within three (3) months from the Dates(s) Production Company completes its use of the Premises, Production Company may, upon written notice to Owner and with Owner's prior written approval, re-enter and use the Premises on such other dates as mutually agreed upon in writing by Owner and Production Company to photograph re-takes, added scenes, etc., upon the same terms and conditions contained in this agreement.
  - (b) To change the location of and/or replace furnishings in the Premises for the purpose of photographing (still or moving) and recording scenes pursuant to this Agreement; provided however, that Production Company shall return and put back all such furnishings to their rightful place prior to vacating the Premises.
  - (c) To use the name of the Premises or to represent the Premises as another real or fictional location or use a fictional name.
  - (d) To construct and photograph a set duplicating all or part of the Premises.
  - (e) To use the recordings and photographs (still or moving) made by Production Company pursuant to this Agreement in the Project and other projects in all media now known or hereafter devised throughout the universe, in perpetuity, including but not limited to the in-context advertising and promotion of the Project and customary in-context clip licensing and freely assign such rights. Owner acknowledges that (i) Production Company owns any and all right in and to such recording and photographs (still or moving), and (ii) neither Owner nor any party now or hereafter claiming any interest in the Premises shall have any right or claim against Production Company arising from or based on any use of exploitation of such recordings and/or photography (still or moving).

- (f) To remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement, and to return the Premises to the condition it was in before the Project, unless otherwise requested by Owner.
  - (g) To assign this Agreement to any entity(ies) which succeeds the Production Company's business, provided that Production Company shall remain liable for its obligations hereunder.
2. **FEES.** The Fee is payable at the commencement of the preparation for filming on the Premises as noted in the "Dates of Use" above unless specifically agreed to the contrary in writing. Production Company is not obligated to actually use the Premises or produce the Project and include material photographed or recorded hereunder in the Project. Production Company understands that if Production Company does not use the Premises, Production Company is obligated to pay Owner the compensation set forth above. In addition, if for any reason Production Company does not require the use of the Premises for all of the Date(s) set forth above, then such compensation shall be prorated based upon the number of prep/strike days and film days actually used.
  3. **OWNER REPRESENTATIONS.** Owner warrants, represents, and agrees that (a) Owner has the right and authority to enter into this Agreement and grant to Production Company all of the rights set forth herein and sign this Agreement; (b) it is not necessary for Production Company to obtain the consent of any other person or entity in order to exercise the rights granted to Production Company herein; and (c) Owner has been informed of the scene being filmed and how the Premises is being used and/or depicted.
  4. **INDEMNITY.** Production Company shall indemnify and hold Owner harmless from and against any and all liabilities; costs (including reasonable outside attorneys' fees) and claims arising from Production Company's use of the **PREMISES** excluding any claims that arise from Owner's gross negligence or intentional acts.
  5. **REMOVAL.** Production Company agrees to remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement, and to return the Premises to the condition it was in before the Project, unless otherwise requested by Owner.

6. **PROMOTION.** Owner agrees that Owner has not paid any money or other valuable consideration to Production Company for the inclusion of the Premises in the Project, nor has the Owner paid any money to anyone or accepted any money from anyone for the inclusion of any promotion,
7. **AUTHORITY OF COUNTY JUDGE.** The applicant agrees that the Judge or his/her designee shall have full control over the use of the County Property while being used, as well as control over the hours of production. The County reserves the full and absolute right to prohibit all filming and/or photography or to order cessation of filming if determined to be detrimental to the public health, safety or welfare. Production Company agrees to allow the respective County departments (i.e., Sheriff, Fire, Building) to inspect all structure and/or devices and equipment to be used in connection with the filming and taping if required by the Judge or his/her designee.
8. **MEDIATION.** Before filing suite, the parties will attempt to resolve any dispute for damages between the parties arising under this agreement through mediation in Lockhart, Caldwell County, Texas by a mediator mutually agreed upon by the parties. The parties agree to act in good faith to resolve the dispute prior to litigation.
9. **INSURANCE.** Production Company shall maintain general liability insurance in an amount not less than five million dollars (\$5,000,000) during the Term. Such insurance shall name the County as an additional insured and waive all rights of subrogation against the County. Production Company shall furnish a certificate of insurance evidencing the above insurance to the County prior to the start of the Project.
10. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the law of the State of Texas. Any dispute under this agreement may be brought in the State Courts in the County of Caldwell, Texas or the Federal Courts in the Western District of Texas.
11. **REPRESENTATION BY COUNSEL.** Each party hereto acknowledges that (a) it has had the opportunity to consult counsel in regard to this Agreement; (b) it has read and understand this Agreement and it is fully aware of its legal effect; and (c) it is entering into this Agreement fully and voluntarily, and based on its own judgment and not on any

representation or promise made by the other party, other than those contained in this Agreement.

12. **INVALID TERMS.** Any term or provision of this Agreement determined to be invalid or unenforceable to any entity or circumstance shall be deemed, to such extent, invalid or unenforceable, but the remainder of this Agreement shall be unaffected and enforceable according to its terms.
13. **HEADINGS.** The headings hereof shall not be considered in interpreting the text of this Agreement and are inserted for convenience of reference only.
14. **THIRD PARTIES.** This Agreement shall not be deemed for the benefit of any third party nor shall any person not a party to this Agreement have the right to enforce its provisions.
15. **AMENDMENTS.** This Agreement may only be amended by a written amendment signed by both parties.
16. **ENTIRE AGREEMENT.** This Agreement and the Guidelines constitute the complete understanding of the parties with respect to the subject matter hereof. and cannot be changed except by an instrument in writing signed by the parties.

(Signatures on Next Page)



The parties have entered into this Agreement as of the date first written above.

**CALDWELL COUNTY, TEXAS**

**[PRODUCTION COMPANY]**

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**Please return to:**

Caldwell County Judge

Hoppy Haden

110 S. Main St., Room 103

Lockhart, TX 78644

**Application may be emailed to the following contacts:**

Ezzy Chan, Executive Assistant: [Ezzy.Chan@co.caldwell.tx.us](mailto:Ezzy.Chan@co.caldwell.tx.us)

Stephanie McKee, Judicial Assistant: [Stephanie.McKee@co.caldwell.tx.us](mailto:Stephanie.McKee@co.caldwell.tx.us)