



COMMERCIAL FILMING AND PHOTOGRAPHY REQUIREMENTS

SUBMISSION REQUIREMENTS: GENERAL INFORMATION

Agreements: The Application and Agreement for Filming/Commercial Photography form and Proof of Insurance are only to be used once a Production has made the decision to pursue filming and/or photography on a particular Library property. If the Production wishes to use more than one Austin Public Library facility, an Application and Agreement for Filming/Commercial Photography must be completed for each desired location. **Incomplete applications may cause delay and/or prevent approval of the application.**

Reservations: Reservations for filming and photography are based upon availability as determined by library staff.

Fees: By City Ordinance, there are no rental fees required for reservations for filming. Film producers are billed for actual costs directly associated with required make-ready activities and specific request(s) or needs. (Examples: electrical hook-ups, preparatory activities by promoter request, specific security or site needs, after-hours requests, etc.)

Legal Review: The Application and Agreement for Filming/Commercial Photography on Property of the City of Austin Public Library is the sole form used to authorize filming and/or commercial photography on City of Austin Public Library property. No other forms will be accepted and/or used. Proposed changes to the Application and Agreement for Filming/Commercial Photography or to the City of Austin Insurance Requirements **MUST** be reviewed by the City's Legal or Risk Management Department. Please allow up to 30 business days for review.

Neighbors: Notification of affected adjacent property owners may be required dependent upon activities.

Facility Use: Filming and photography may not interfere with the public's regular use of the Library facility during open hours. For this reason, we ask that crews adhere to the following rules when the Library is open to the public:

- Equipment may not block access to the Library's collection, computers or other public resources.
- Cast, crew and extras must not exceed 20 people total.
- Food for cast and crew (craft services) must be off site.
- Parking for cast and crew must be off site.
- No generators.
- No pyrotechnics.
- There are no dedicated circuits for use at the Austin Public Library. You must use low voltage lights that won't short circuit the electrical system.
- Please stay out of flowerbeds and planting areas and do not remove any identification signs.
- Do not block any sidewalk or walking trails.
- Libraries do not have places available for the changing of clothes for photo sessions. Please plan accordingly.

Tents: Tents are subject to Fire Code regulation; staking of tents is prohibited.

Site Plan: A Site Plan may be required dependent upon the scope of activities.

Amendments: Changes to the information on the Application and Agreement for Filming/Commercial Photography must be submitted in writing, and will **ONLY** be accepted if provided by either the primary contact or the emergency contact listed on the application. No changes can be made to the application the day of the scheduled film date.

Restrictions: The Library's Communications Division will notify the applicant of any stipulations regarding any reimbursable expenses, special conditions and/or restrictions for which the applicant will be responsible.

SUBMISSION REQUIREMENTS: INSURANCE

Please read the insurance information below and provide to your insurance company so they may bind an appropriate policy. (NOTE: Student filmmakers will need to check with their educational institution to ensure they are covered under the institution's insurance policy and provide the name of the instructor and class under which the filming will occur.)

Items marked with an are required MINIMUM insurance coverage. The LESSEE/CONTRACTOR shall carry insurance in the types and amounts indicated below for the duration of the AGREEMENT. Others providing services for this event may also be required to provide insurance as identified by the description of their services. Additional insurance requirements may be requested dependent upon the nature of the filming activity after receipt of the filming request.



COMMERCIAL FILMING AND PHOTOGRAPHY REQUIREMENTS

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 CSL per occurrence for coverage A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$500,000. The policy shall contain the following provisions:

- Independent Contractors coverage.
- City of Austin listed as additional insured.
- 30 day Notice of Cancellation in favor of the City of Austin.
- Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin.

Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the OWNER:

- Waiver of Subrogation endorsement TE 2046A.
- 30 day Notice of Cancellation endorsement TE 0202A.
- Additional Insured endorsement TE 9901B.

Commercial Filming and Photography. The policy shall contain the following additional provisions:

- Medical expense coverage with a limit of \$10,000 for any one person.
- Fire Legal Liability with minimum limits of \$50,000.

Pyrotechnics/Fireworks. Contact the Austin Fire Department for specifications. (Where requested/as needed/permitted by agreement/contract)

Pilot's/Flight/Landing Insurance. Contact Austin Bergstrom International Airport for motorized flight insurance specifications. (Where requested/as needed/permitted by agreement/contract)

Insurance General Policy Requirements (to be reviewed by Lessee and Lessee's Insurance Company)

The LESSEE must complete and forward the OWNERS standard certificate of insurance to the OWNER before the AGREEMENT is executed as verification of coverage required in subparagraphs above. The LESSEE shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the OWNER. Approval of insurance by the OWNER shall not relieve or decrease the liability of the LESSEE hereunder.

The CONTRACTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming the OWNER as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Austin Public Library, City of Austin
PO Box 2287 Austin, Texas 78768.

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the OWNER and CONTRACTOR, shall be considered primary coverage as applicable.

If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The CONTRACTOR shall maintain coverage for the duration of this AGREEMENT and for a two year period following the end of this AGREEMENT. The CONTRACTOR shall provide the OWNER annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

The CONTRACTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and its respective officers, agents and employees from any and all claims, damages, losses, demands, suits, judgments and costs, including court costs and attorney's fees, arising or resulting from the negligent performance of services by the CONTRACTOR.

The OWNER reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the CONTRACTOR.

The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of the CONTRACTOR.