

# APPLICATION and AGREEMENT for COMMERCIAL FILMING and PHOTOGRAPHY

ON PROPERTY OF THE AUSTIN PUBLIC LIBRARY, CITY OF AUSTIN

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## COORDINATOR AND COMPANY INFORMATION (person responsible for managing filming activities)

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

Company Legal Name: \_\_\_\_\_

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_ State: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Emergency #: \_\_\_\_\_

Email address: \_\_\_\_\_

## FILMING AND PRODUCTION INFORMATION

Filming Date(s): Month, Date(s), Year \_\_\_\_\_

Specific Time: (include setup/takedown) \_\_\_\_\_

Setup Time: \_\_\_\_\_

Filming Time: \_\_\_\_\_

Strike Time: \_\_\_\_\_

Location(s) Desired: \_\_\_\_\_

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

Detailed description of activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number and type of support vehicles: \_\_\_\_\_ Size of cast and crew: \_\_\_\_\_

This project is (check one):

- Feature Film       Music Video     Television Programming
- Corporate Video     Short Film       Public Service Announcement
- Documentary         Still Photography     TV Movie       Commercial
- Other as specified:

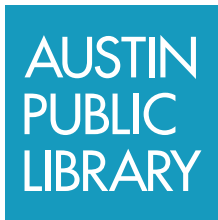
Please identify any equipment or props that may be present:

- Light     Crane     Track     Dolly     Water Truck     Camera Car
- Rig (stills)     Effects     Large prop     Set Design     Other as specified:
- Tent(s)\*, No. \_\_\_\_\_ (staking of tents is prohibited)

Will the public be invited to or included in the filming in such a manner to produce a large crowd?

No     Yes – explain \_\_\_\_\_





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This Agreement is entered into by and between the City of Austin, a Texas home-rule municipal corporation (City), through its Public Library, and \_\_\_\_\_ [insert company name], a \_\_\_\_\_ [insert State] [insert type of legal entity] (Contractor).

Contractor agrees to comply with the terms and conditions set forth below, and City grants to Contractor, subject to Contractor's continuing compliance with the terms of this Agreement, the right to film on the Austin Public Library (APL) property identified in the approved application.

Contractor acknowledges it will be billed by City for actual costs associated with any required make-ready activities and specific request(s) or needs. Contractor agrees to pay City for such costs no later than thirty (30) days following the date on the invoice sent to Contractor at the address specified on the attached *Application for Filming/Commercial Photography* (Application). Contractor warrants that all information provided on the Application is complete and accurate.

Contractor also agrees to pay City for all costs of repairing any and all damage to City property, including but not limited to any structures or plant life, caused by Contractor's filming activities or by any act of Contractor, or Contractor's employees, agents or invitees, including the patrons of the attraction or function for which Contractor plans to use the property. It is expressly agreed that the APL Director shall determine whether any such damage has occurred, the extent and amount of damage and the cost of repairing the damages.

Contractor agrees to comply with, and to require its employees, agents, invitees, guests, and volunteers to comply with all federal, state and local laws and regulations, and with all applicable City policies, rules and procedures. A complete list of APL Policies are available online at [library.austintexas.gov/about-library/rules](http://library.austintexas.gov/about-library/rules).

Contractor shall not bring or permit anyone to bring or keep anything on City property that may adversely affect the property. Contractor agrees not to bring any items onto the property, or place any decorations or other items on the property that may damage any portion of the property, including but not limited to books, furniture, or grounds, without the prior written consent of the APL Director. City reserves the right at any time to require Contractor to remove from the property, in its sole discretion, any animals, furniture, fixtures, wiring, exhibits, or other items brought onto the property by Contractor. Contractor agrees to immediately remove any such item upon City's request. Contractor acknowledges and agrees that the property is a public library and that neither City nor Contractor can prohibit others from using the property during Contractor's filming activities.

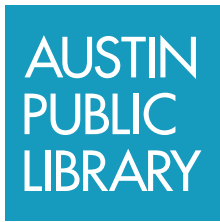
City acknowledges that City has no copyright interests in the film, video or photographs to be created by Contractor on City property under this Agreement. Contractor acknowledges it is solely responsible for:

- a. obtaining any necessary approvals or permits to film or photograph individuals on City property, or to broadcast or publish images of individuals filmed or photographed on City property, and
- b. compliance with all intellectual property laws and for any claims or lawsuits that may arise from the film and or any photographs created under this Agreement.

**Indemnification:** Contractor agrees to indemnify, save, and hold harmless the City, its officers, employees, agents, licensees, and invitees (collectively called "Indemnitees") against any and all liability, damages, losses, claims, demands, and actions of any nature, due to personal injury (including, without limitation, Workers' Compensation and death claims), or property loss or damage of any kind which arises or is claimed to arise out of or is in any manner connected with the use of the City property or with the presence on the City property of Contractor, its employees, agents, invitees, or volunteers. The undersigned warrants that he/she has the authority to bind the Contractor to this indemnification provision.

**City's Trademark Property:** The City of Austin and APL names, logos and seals are trademarked property of the City and may not be used in any film, video, photograph or other product created under this Agreement without the express prior written permission of the City's Public Information Officer or his authorized designee. The Public Information Office is at City Hall, 301 West Second Street, 3rd Floor, Austin, TX 78701. Contractor agrees to comply with this restriction.





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Credit Required by City Ordinance: If Contractor has received or will receive a benefit from City as described in City Ordinance No. 20080306-038 (Ordinance) Contractor agrees to include a credit on each film or television episode that states: "Thank you to the Austin Public Library, City of Austin for its generous support of this production. Filmed on location in Austin, Texas, U.S.A." Contractor agrees that the APL Director or her authorized designee shall determine whether the Ordinance applies after reviewing Contractor's proposed use of the property, any requests made by Contractor to waive City fee(s), and any other factors as required by the Ordinance. Contractor agrees to abide by the determination of the APL Director or her authorized designee.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising under this Agreement shall be in Travis County, Texas.

The undersigned represents and warrants that he or she has all rights and authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms set forth above.

CITY OF AUSTIN

CONTRACTOR (Insert Legal Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Department Director (or designee)

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

**Austin Public Library, City of Austin, a Texas home-rule municipal corporation**

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

