

**AGREEMENT BETWEEN CITY OF CEDAR PARK &
FOR FILMING ON
CITY-OWNED PROPERTY**

This Agreement is entered into between the **City of Cedar Park, Texas** (hereinafter referred to as the “City”) and _____ (hereinafter referred to as “Film Company”) and shall serve as a temporary, revocable license to use City-owned property, more specifically described as _____ (hereinafter referred to as the “Property”) for a commercial filming project, _____ (hereinafter referred to as the “Project”).

1. General Contract. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

2. Film Company Obligations.

A. Notification of Neighbors. Film Company shall provide a written notice of the Project and the Hours of Filming to the owners, tenants, and residents of each property in the Affected Neighborhood Map, as reflected in **Exhibit A**, which is expressly incorporated (as if copied in full) into this Agreement.

B. Reimbursement for Use of Property. Upon execution of this Agreement, Film Company agrees to pay to the City the amount of _____ **(total amount in words)** _____ **(total amount in dollars)** as reimbursement for the costs of use of the Property, in accordance with the following schedule:

- i. Total, disruptive use of a public building, park, right-of-way, or other area for the duration of regular operating hours \$ _____ (\$500 x total days of disruptive use);
- ii. Partial, non-disruptive use of a public building, park, right-of-way, or other area \$ _____ \$250 x total days of use;
- iii. Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes) \$ _____ \$50 x number of blocks closed;
- iv. Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes) \$ _____ (\$25 x number of blocks);
- v. Use of City parking lots, parking areas, and authorized City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles) \$ _____ (\$50 x total number of blocks and lots).

C. Reimbursement for Use of City Personnel. Upon execution of this Agreement, Film Company agrees to pay to the City the amount of \$ _____ (1.5 x hourly rate x total officers) as reimbursement for the cost of the provision of required City fire and police personnel.

- D. Liability for Damage to the Property. Film Company shall refrain from using the Property in a manner so as to cause damage, shall remove all equipment, vehicles, garbage, and debris from the Property upon termination of this Agreement, and shall return Property to its original condition. Film Company further agrees to reimburse the full actual costs of repair for any and all damage to any and all public property resulting from, or in connection with, the Project immediately upon demand by the City.
3. City Obligations. The City shall permit access to the Property for filming of the Project, in accordance with the terms of this Agreement.
 4. City Control of Property. Film Company agrees that the City shall have full control over the use of the Property, and all other public streets, buildings, rights-of-way, and areas, while being used for filming the Project. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming if determined to be detrimental to the public health, safety, and welfare. Film Company agrees the City may inspect all structures, devices, and equipment used on the Property in connection with the filming.
 5. Use of City Logo. The City logo is trademark protected and shall not be used in any Project without express written consent of the City.
 6. Hours of Filming. On each weekday (Monday through Friday) of Project filming, Film Company shall be permitted to access the Property no earlier than _____ (FILMING WEEKDAY START TIME) and shall vacate the Property no later than _____ (FILMING WEEKDAY END TIME). On each weekend day (Saturday and Sunday) of Project filming, Film Company shall be permitted to access the Property no earlier than _____ (FILMING WEEKEND START TIME) and shall vacate the Property no later than _____ (FILMING WEEKEND END TIME).
 7. Insurance. Film Company shall maintain insurance within the requirements below throughout the entirety of the Agreement Term(s).

a. Workers' Compensation and Employers' Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

b. Commercial General Liability:

- i. Bodily Injury & Property Damage

General Aggregate Limit:	\$1,000,000
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- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractor; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

c. Commercial Automobile Liability Limits:

i. Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
ii. Medical Payments:	\$ 5,000 Per Person
iii. Uninsured/Underinsured Motorist	\$100,000

Film Company shall forward Certificates of Insurance to the Media and Communications Manager for the City. The required insurance policies shall be procured and maintained in full force and effect for the duration of the Agreement. Certificate Holder shall be the City of Cedar Park at 450 Cypress Creek Rd., Cedar Park, Texas 78613.

8. Film Company as Independent Contractor. The Parties agree that Film Company is an independent contractor for all purposes, with sole discretion and control regarding the time, place, and manner of the performance of its duties for the Project. Film Company and its officers, employees and agents are not, by the terms of this Agreement or otherwise, agents, employees or representatives of the City in any manner. The Parties further agree that this Project is not a joint enterprise or a joint venture between them.
9. Compliance with Applicable Laws. Film Company shall comply with all federal, state and local laws and ordinances, including parking and Fire Code regulations, and shall procure all necessary licenses and permits prior to the start of filming on the Project.
10. **INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FILM COMPANY AGREES TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF CEDAR PARK, ITS MAYOR, CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, SUITS, DEMANDS, LOSSES, LIABILITIES, OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS RELATED TO DAMAGES OR INJURIES TO REAL OR PERSONAL PROPERTY AND PERSONS, INCLUDING DEATH, INCLUDING ANY AND ALL RELATED COSTS, EXPENSES, COURT COSTS, AND ATTORNEY FEES, WHETHER BROUGHT BY THE FILM COMPANY OR ANY OF THE FILM COMPANY'S OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, THAT MAY DIRECTLY OR INDIRECTLY ARISE OUT OF, OR IN CONNECTION WITH THE PROJECT WHETHER CAUSED BY THE SOLE OR JOINTLY NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, OR WILLFUL ACTS OF THE FILM COMPANY, ITS OFFICERS, AGENTS, OR EMPLOYEES, OR THE CITY OF CEDAR PARK, TEXAS, ITS MAYOR, CITY COUNCIL, OFFICERS, EMPLOYEES, OR AGENTS SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. NEITHER PARTY HAS**

WAIVED NOR SHALL BE DEEMED TO HAVE WAIVED ANY DEFENSE THAT IT MAY HAVE IN RESPONSE TO SUCH CLAIMS.

11. Force Majeure. Either party shall be excused from performance and shall not be in default in respect to any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event. For the purpose of this Agreement, an “Event of Force Majeure” means any circumstance not within the reasonable control of the party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by such party, and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations under this Agreement, and (iii) such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof.
12. Term of Agreement. This contract shall be in full force and effect when signed by all parties and shall terminate upon the earlier of: 1) Project completion or 2) «AGREED FILMING END DATE», unless otherwise terminated pursuant to paragraph 13 below.
13. Termination of Agreement. This Agreement may be terminated prior to the end of the term by the City, for any reason or no reason immediately upon providing written notice addressed to the Film Company at the addresses listed below under Notices.
14. Assignment. This Agreement may not be assigned, unless both parties consent to such assignment in writing.
15. Dispute Resolution. Before any legal action is taken to enforce any term or condition under this Agreement, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules.
16. Notice. Any and all notices required by this Agreement shall be submitted to the persons and/or organizations, as follows:

A. To City:

STAFF NAME AND TITLE
City of Cedar Park, Texas

CITY OF CEDAR PARK ADDRESS
Cedar Park, Texas 78613

CITY STAFF E-MAIL

Copy to:

J.P. LeCompte, City Attorney
City of Cedar Park, Texas
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
Email: jp.lecompte@cedarparktexas.gov

B. Film Company:

FILM COMPANY REPRESENTATIVE NAME AND TITLE

FILM COMPANY

FILM COMPANY ADDRESS LINE 1

FILM COMPANY ADDRESS LINE 2

FILM COMPANY REPRESENTATIVE E-MAIL

Any party may change the email address or mailing address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

- 17. Amendment. This Agreement may be amended or modified only by written instrument executed by both City and Film Company.
- 18. Governing Law. This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue for legal actions involving this Agreement shall be in Williamson County, Texas with respect to state court, and the United States District Court for the Western District of Texas with respect to federal court.
- 19. No Waiver of Immunities. The City does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and the United States.
- 20. Severability & Waiver. If any of the terms, provisions, or conditions of this Agreement or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions, and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. A waiver regarding a breach of any term, provision, or condition of this Agreement given by either party shall be effective only in that instance, shall not be construed as a bar or waiver of any right on any other occasion, and shall not act as a waiver of any other breach of this Agreement or any same or similar breach which may occur in the future.

21. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties. All previous oral or written promises or agreements by the parties hereto are void. This Agreement shall not be amended or altered except by a written document signed by the parties.

22. Authority to Sign. By my signature below, I hereby affirm that I am an authorized representative to bind Film Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below:

_____ **FILM COMPANY NAME**

By: _____ Date _____

Printed name & title of film company representative

CITY OF CEDAR PARK, TEXAS

By: _____ Date _____
Fran Irwin
Director of Community Affairs