



Film Permit Location Agreement

This is a Film Permit Application to begin the process for those seeking permission to use City of Mesquite property and/or services for the purposes of film, television or photographic production. Please allow (5) business days for the review after the City of Mesquite has received a fully completed application and a proof of required insurance. Applicants that are using private property and are not requesting City services, do not need to complete this permit application. Please complete and return (3) original copies to: City of Mesquite, Convention and Visitors Bureau, 757 N. Galloway Avenue, Mesquite, TX 75149. For questions, please call the Convention and Visitors Bureau at 972-204-4927.

This Agreement is made and entered by and between,

Production Company Name: _____

Address: _____

an independent film company, hereinafter referred to as "Licensee", and the **CITY OF MESQUITE, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City."

WHEREAS, City is in control of a premises known as

Location Name and Address: _____

in Mesquite, Texas, hereinafter called the "Site"; and

WHEREAS, Licensee wishes to utilize the Site for the purpose of filming scenes for a documentary for commercial purposes, hereinafter called its "Filming"; and

WHEREAS, the Parties wish hereby to set forth the terms and conditions upon which Licensee shall be permitted to utilize the Site for its Filming.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. **Grant.** City hereby grants Licensee permission to conduct its Filming at the Site in the manner and during the term hereinafter specified.
2. **Term.** Licensee shall have use of the Site on **month, day, year:** _____ from the **hours of:** _____ hereinafter called the term of this agreement, in order to conduct its Filming hereunder. Licensee shall have no right at any other time to use of the site for its Filming or any other purpose unless the term of this agreement is altered as provided herein.

3. **Restrictions on Use.** Licensee's permission to conduct its Filming at the site shall extend only to those activities described herein and Licensee agrees to the following conditions and limitations:

(a) Preparation for its Filming and clean up of the Site following its Filming shall be the sole responsibility of Licensee. Licensee agrees that it will, following its use of the site, and before leaving the Site, restore same to as good a condition as existed prior to such use by Licensee.

(b) Licensee shall not cause or permit any illegal activity to be conducted upon the Site.

(c) Licensee shall make no changes or alterations to the Site without prior written consent of the City. Licensee shall be responsible for any damages to the Site resulting from use or occupancy thereof by Licensee, its agents, servants or invitees, and shall repair any damage to the Site prior to their vacating the Site.

(d) Licensee may put up appropriate props and scenery at the Site, however, all props and scenery must be put up in such a manner that no damage will be caused to the Site.

(e) Licensee agrees that they will consult with and follow the direction of the City concerning an area or areas for parking of trailers and vehicles during licensee's use of the Site.

(f) See attached exhibits if applicable. Those exhibits are: _____

4. **Effective Date and Time of Agreement.** The effective time and date of this Agreement shall be for the period of time stated above on

month, date, year: _____

The parties may however alter the date and/or time by agreement in writing.

5. **Payment to City.** As payment for the rights granted hereunder, Licensee agrees to pay the City for use of the Site under the terms and for the term stated herein.

Please list requested services (traffic control, police, fire, facility rental, etc.) so the City may determine any applicable costs: _____

6. **Protection Against Accident to Employees and the Public.** The Licensee shall at all times exercise reasonable precautions for the safety of employees and others on or near the Site and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

7. **Traffic Control.** Licensee shall be responsible for traffic control at and around the Site, for any and all costs associated with the traffic control and for insuring all control is done in accordance with state and local laws and regulations. The costs associated with traffic control are separate from and in addition to any payment to the City set forth in this Agreement.
8. **Laws and Ordinances.** The Licensee shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the Licensee or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Licensee or its employees or agents.
9. **Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Dallas County, Texas.
10. **Assignment and Subletting.** The Licensee agrees to retain control and to give full attention to the fulfillment of this Agreement, and agrees that this Agreement will not be assigned or sublet.
11. **Indemnification.** The Licensee shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of the Site by Licensee arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of the Licensee, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the activity of the Licensee on the Site.
12. **Responsibility for damages.** In addition to the Indemnification provisions of the preceding paragraph, and without limitation thereto, Licensee shall be responsible for any and all damage related in any manner to their use of the Site.
13. **Insurance and Certificates of Insurance.** Without limiting any of the other obligations or liabilities of the Licensee, the Licensee shall provide:
 - General liability insurance covering the liability assumed under the indemnification and damage provisions of this Agreement with a company or companies duly licensed to write business in the State of Texas and rated A- or better by A. M. Best and with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - A waiver of subrogation in favor of the City and the City shall be named as an “Additional Insured.”
 - Business automobile policy covering owned, hired and non-owned vehicles with minimum limits of \$500,000 combined single limit.
 - Licensee shall be responsible for the payment of all deductibles. Deductibles on all policies shall be no greater than \$5,000.

14. Failure to Comply/Termination. After notification by City to the Licensee that the Licensee is in violation of or has violated any of the provisions set forth in this agreement the Licensee shall remedy the violation and/or prevent its reoccurrence. The Licensee agrees that in the event they fail, without delay, to remedy a violation or if they allow a violation to reoccur, the City may immediately terminate this agreement. In the event of such termination, Licensee shall immediately proceed to vacate the Site and return it to its condition prior to the Licensees use. The Licensee agrees that their failure to do so shall be deemed a criminal trespass.

15. Film Permit Supplemental Information.

Name of Production: _____

Planned distribution of production: _____

Summary of script/scenes to be filmed: _____

Number of crew and actors: _____

Summary of equipment (props/sets/trailers/major production devices): _____

Information on previous productions, which have utilized public facilities/services:

Date(s)	Production Name	Permitting Government	Contact Name, Phone, Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ACKNOWLEDGMENT BY APPLICANT

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Date: _____

By: _____

Title: _____

NOTARY

STATE OF _____
COUNTY OF _____

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Before me, the undersigned authority, on the day personally appeared _____ who stated that she is the _____ of _____ and is duly authorized in her capacity to execute the annexed and foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

GIVEN under my hand and seal of office this the ____ day of _____, Year _____.

Notary Public in and for the State of _____

CITY OF MESQUITE APPROVAL

CITY MANAGER’S OFFICE:

Cliff Keheley, City Manager or Designee

Date

APPROVED AS TO FORM:

City Attorney or Designee

Date

ATTEST:

Sonja Land, City Secretary or Designee

Date