



FORT BEND COUNTY

Please fill in all the blanks below. Your application cannot be submitted unless all the required fields are completed.

Title of Film Project: Thirteen Ghosts Library Scene

Classification

☒ **Feature Film (30 minutes or more)**

- narrative
- ~~documentary~~
- experimental
- animated

☐ **Television Program**

- episodic series
- miniseries
- television movie ("MOW")
- television episode
- television pilot

☐ **Commercial (less than 30 minutes)**

- commercial
- commercial series
- infomercial
- interstitial
- music video
- still photo shoot
- public service announcement

☐ **Short Film (30 minutes or less)**

- narrative short
- documentary short
- experimental short
- animated short

Production Insurance:

Has the following certificates been provided **YES** **NO**

General Liability		NO
Commercial Auto Liability		NO
Workers Compensation		NO

Project/Production Description: We will be re-creating the library from Thirteen Ghosts. My production team will be moving furniture around to fit the scenery of the script. We also might close the blinds so that no exterior light can be seen. All will be put back to its original setting as when we first saw it.

Please describe the scenes to be filmed: This scene starts off with four of our actors running into the library. Throughout the scene their mostly talking back and forth, but there is one part of the script where Arthur punches Rafkin over a couch or chair. Nothing breaks in this scene, so the furniture will be left the same as when we received it.

Number of production staff to be on site: There's Me (Director), Pablo (DP), Doanld (Gaffer), Nina (Audio), and Sarita (Audio and extra hands).

What equipment will be used during filming (i.e. generators, lights, cranes, sets, etc.): Lights (gaffer kit), shotgun mic., boom pole, tri-pod, C-stands, sandbags, reflectors, Zeiss kit, XLR cables, power strips, and stingers.

Production Company Information

Company Name: None

Phone: Fax:

Address:

County:

Website:

Contact Person: Tiara Sparks

Email: sparkstiara@yahoo.com

Mobile: 832.243.2953

Local Contact (if different from above)

Company Name: Art Institute of Houston

Phone: 713.821.7059 Fax: 713.966.2786

Address: 4140 Southwest Fwy, Houston, TX 7702

County: United States

Website:

Contact Person: Patricia Rigdon Email: prigdon@aia.edu

County Property Requested

Desired County Facility/Location (List all location in County that might be used:

Facility Name: Cinco Ranch Branch Library
Address: 2620 Commercial Center Blvd, Katy, TX 77494

Dates being requested: 12.08.2017
Site visit: 12.07.2017
Filming dates: 12.08.2017
Filming times: 7:00 a.m. – 11:00 a.m.

Any other preparation times needed: No

Will there be Stunts/Pyrotechnics (while filming on County property)?

There will be one stunt, where our actor jumps over a couch or chair.

Will any street closures be required? No

Security Personnel: Applicant is responsible for arranging for Security Personnel for the entire time they are on County property. At least one official licensed Texas Peace Officer dressed in uniform must be present during the filming event and cannot be an invited guest. Please contact:

Chad Norvell
Fort Bend County Sheriffs Office
281-341-4705

☒ * By checking this box, I certify that the information provided in this application along with any pertinent information included in accompanying materials is true, correct, and complete. Any submission of false information may be subject to penalties. Additionally, I confirm that I have read and consent to the Terms and Conditions for Use of County Property attached here as Exhibit A. I understand that this does not guarantee that I will be able to use my desired location for production activity.

Date: 12.06.2017

Applicant Signature: _____

Print Name: Tiara Sparks

Internal Use:

Date received: _____

Date submitted to Court: _____

Commissioners Court Approved/Denied Date: _____

Commissioners Court additional Instructions or conditions:

Terms and Conditions for Use of County Property

1. Filming shall only take place in locations approved by County.
2. Producer may place all reasonably necessary (as determined by County) facilities and equipment, including temporary sets, structures and other materials on Property. Producer shall remove the same after completion of work and leave the Property in substantially the same condition as when entered by Producer. County retains the right to inspect property, devices and equipment to be used in connection with the filming.
3. Producer agrees to use reasonable care to prevent damage to County Property during Filming including but not limited to trees, grounds, plant life, buildings, rights of way, vehicles or machinery.
4. Producer shall be responsible for payment of any and all reasonable repairs. The County will invoice Producer within thirty (30) days. Payment shall be made to County within ten (10) days of receipt of invoice.
5. Damages shall include additional cleaning if needed to return property to its original condition.
6. Producer is responsible for making all arrangements, including fees payable directly to the proper law enforcement officer, for Security Personnel Services as listed on the Application.
7. At least one (1) Law Enforcement Officer is required for the duration of the Reservation Period. The officer must be an official, licensed, uniformed Texas Law Enforcement Officer and cannot be an invited guest. He or she will have the authority to suspend Filming if deemed necessary by the Officer.
8. A designated County Employee shall be assigned to the Property and shall be responsible only for coordinating building issues such as accessibility, building electronics, temperature regulation, opening/locking doors for events.
9. Both Producer and designated County Employee will inspect the Property at the beginning and end of use and note any existing damage prior to use.
10. Once the inspection is complete, Producer expressly agrees that the Property is accepted by the Producer in its "AS-IS", "WHERE-IS" condition, "WITH ALL FAULTS", ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY, EXPRESS OR IMPLIED, ARE GIVEN BY THE COUNTY, AND THE PRODUCER WAIVES AND DISCLAIMS ALL OF THE SAME (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
11. Producer agrees to leave the Property in a clean and orderly condition. Producer must collect and remove all trash from the Property.
12. Producer grants to County the right to make use of any and all photographs (motion picture scenes, stills, videotape or otherwise) and audio recordings (collectively, "Photographs") during Filming for purposes of promotion or other public interest.

13. Producer agrees that Production will not include any depictions that cast a negative light on the County (as determined by County), its personnel, staff, officials, agents or other persons in privity with the County.
14. Producer agrees to the following **INDEMNIFICATION REQUIREMENTS**:
- A. **PRODUCER SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF PRODUCER, ITS AGENTS, SERVANTS, GUESTS, EMPLOYEES, OR ALL PERSONS IN PRIVITY WITH THE PRODUCER PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT OR WILLFUL ACT, ERROR, OR OMISSION OF PRODUCER OR ANY OF PRODUCER'S AGENTS, SERVANTS, GUESTS OR EMPLOYEES OR ALL PERSONS IN PRIVITY WITH THE PRODUCER.**
 - B. Producer agrees hereby to be responsible and liable for any and all damages to the Property including any materials, equipment or other personal or real property of the County. In no way, shall liability be construed to be limited by the amount of the Damage Deposit provided.
 - C. Producer assumes all risk of all loss or damage to any materials, equipment or other property of Producer. The County shall have no obligation, responsibility or liability with respect thereto. This indemnity and release provision shall survive the termination or expiration of the agreement.
15. Producer shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from Filming.
16. Producer will ensure the following insurance requirements are met:
- A. Prior to commencement of the Filming, Producer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Producer shall provide certified copies of insurance endorsements and/or policies if requested by County. Producer shall maintain such insurance coverage from the time the Filming

commence until the Filming are completed, and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of the Filming. Producer shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Producer shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Producer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that the Filming is completed.