



STATE PRESERVATION BOARD

POLICY FOR PRODUCTION IN THE BULLOCK TEXAS STATE HISTORY MUSEUM

***** This production policy does not apply to news-gathering by the press. *****

Please contact the Bullock Museum Marketing Department with any questions.

Marketing@TheStoryofTexas.com

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STATE PRESERVATION BOARD

POLICY FOR PRODUCTION IN THE BULLOCK TEXAS STATE HISTORY MUSEUM

A. APPROVAL

The Bullock Texas State History Museum (TSHM), a division of the State Preservation Board (SPB), reserves the right to deny use of TSHM for any reason, including but not limited to security, preservation of the Museum, impact on the building and their occupants, and the appropriateness of the proposed activities within a public building.

All moving image project productions must be approved by TSHM and the State Preservation Board (SPB). "Moving image project" is defined as a sound and visual production, including a film, television program, national or multistate commercial, or digital interactive media production.

TSHM has final approval rights. A decision will be made after a careful review of the content, purpose, and impact on the building and grounds. All production applications will be evaluated on a case-by-case basis. The production company will make no use of the photographs, images, film, and/or recordings in a manner that is unacceptable to TSHM and SPB.

B. SCHEDULING OF PRODUCTION

TSHM will be responsible for scheduling production dates. **A minimum of 10 working days advance notice is required for all proposed production activities. Waiving this requirement is at the discretion of the Museum Director.** All production companies will be required to fill out an application to be considered for production. Approval by TSHM for the production schedule will be contingent upon TSHM's ability to continue to serve its primary audiences with a minimum of interruption. Production activities are prohibited at any time that TSHM determines will be disruptive to business and Museum visitors.

TSHM will require a minimum of (1) pre-production, formal walk-through with the designated production company representative and a Museum representative to discuss security, parking, electrical, and other special needs.

If permission to film is granted, TSHM will require a formal Location Agreement and the production company's required proof of insurance. Production will not be allowed without these documents.

C. USE OF THE BULLOCK TEXAS STATE HISTORY MUSEUM FACILITIES

Production activities must be compatible with the Museum function and structural limitations of the building and grounds. Vehicle use on the Lone Star Plaza must be pre-approved and is subject to verification of weight loads.

Modifications to the building and grounds for production purposes are strictly prohibited. Attachments to or contact with artifacts, furnishings, artwork, or architectural surfaces is strictly prohibited. Any production equipment must be freestanding with a stable base.

No activity, filming, performance, or entertainment shall occur that is illegal, indecent, obscene, or immoral. If TSHM concludes that any portion of the production would be indecent, obscene, or immoral to persons of ordinary sensibilities, then TSHM has the right to demand that the production company immediately terminate that production, activity,

performance, or entertainment. Similarly, if TSHM determines that the production company is causing damage to the property or Museum content, TSHM has the right to demand that the production company immediately terminate that activity or production. The production company will not sell or transfer photographs, images, film or recordings to another entity without prior notice to and authorization by TSHM.

Production in exhibition galleries is determined on a case-by-case basis and requires the permission of artifact lenders, which the Museum will coordinate.

In the event of a multi-day shoot, TSHM may work with the production company to provide storage space for equipment, if available. Any equipment left onsite must not interfere with regular Museum operations, including other facility rentals. TSHM shall not be liable for the loss of or any damage to any of the production company's possessions.

The production company acknowledges that viruses and other illness, including the COVID-19 virus, can be transferred from person to person in a group setting. Any person may carry a virus and be asymptomatic, despite best efforts to abide by state and federal guidelines surrounding health and safety. The production company agrees to follow TSHM protocol for health and safety.

Production credits shall thank the "Bullock Texas State History Museum and Texas State Preservation Board."

D. PRODUCTION SCHEDULE

The production schedule will be contingent on TSHM activities. TSHM requests that production be limited to hours prior to and after the Museum is open to avoid interference with Museum business. Other times will be considered only if it is possible for production to occur during Museum open hours.

E. SECURITY

The Texas Department of Public Safety (DPS) provides security. The production company will be billed per hour per officer needed, beyond TSHM's normal staffing. The number of DPS staff required will be determined in consultation with TSHM.

F. PARKING

Parking for the production crew is available at the daily rate in TSHM's underground parking garage. Loading and unloading of equipment and special parking requests will be coordinated with a representative from TSHM. TSHM may work with the production company on a case-by-case basis in the event of a large-scale production.

G. ELECTRICAL

If the production team's electrical needs are beyond the existing building parameters and capacity, the production company will be billed for any modifications TSHM determines feasible. The production company must provide all necessary equipment required for the shoot and pre-arrange delivery and pick up at designated drop-off areas. All equipment specifications will need to be reviewed by TSHM to determine if designated areas can handle load capacity.

H. REIMBURSEMENT OF AGENCY COSTS/FEES

Depending on the requirements of the project and the amount of facility space and TSHM staff time requested and/or impact on the operations of the facility, a facility rental fee may be assessed. In such cases, a Facility Rental Agreement will be required. Additional charges may be billed as necessary for any damage or required repairs to the building or grounds resulting from production activities. These costs shall be paid no later than the 21st day after the date on which the production company receives notice of the charges from TSHM.

I. DAMAGE TO STATE PROPERTY

The production company will be liable for all damage to TSHM, parking facility and its grounds occurring during the production company's utilization of these areas. This includes damage to floors, walls, ceilings, woodwork, plasterwork, windows, furnishings and equipment, artifacts, exhibition displays, or any portion of the ground cover within the TSHM property. The damage will be assessed and the amount billed to the production company by the State of Texas. The production company shall reimburse the cost not later than the 21st day after the date on which it receives notice of these charges from the State of Texas.

The Production Company must carry a liability and damage insurance policy with coverage amounts no lower than the following: \$1,000,000 in Commercial General Liability, including bodily injury and property damage with \$5,000,000 of umbrella coverage, \$1,000,000 Automobile Liability, including bodily injury and property damage, plus Workers' Compensation coverage in accordance with statutory limits and employers' liability with limits of \$100,000 bodily injury for each accident, \$100,000 bodily injury by disease and \$500,000 policy limit covering all personnel who provide services. Each policy must include a waiver of subrogation.

This requirement may be waived if only handheld, non-cabled cameras are utilized and no vehicles, props or tripods are required on the grounds. A representative from TSHM will inspect the areas to be used with a member of the production company, before and after shooting, to determine if any damage has occurred.

J. WALK-THROUGHS

TSHM will require a minimum of (1) pre-production, formal walk-through with the designated production company representative and a Museum representative to discuss security, parking, electrical, and other special needs.

K. AUTHORIZATION TO FILM

No project will be approved if it significantly disrupts Museum business, interferes with public access, or might reasonably be expected to cause damage to the building or grounds.

The TSHM Marketing Department may contact the production company for additional information after receiving an application.

L. REQUIRED INFORMATION

If permission to film is granted, TSHM will require a formal Location Agreement and will request the production company's required proof of insurance. Production will not be allowed without these documents.

M. INDEMNIFICATION

(1) Production company agrees to defend, indemnify and hold harmless the Bullock Texas State History Museum, a division of the State Preservation Board (SPB), the SPB, State of Texas, all of its officers, employees and agents from any and all claims, actions, suits, demands, proceedings, costs, damages, or liabilities brought by any third party which result from the production company's presence, equipment, or use of the Bullock Texas State History Museum and its Grounds. This paragraph is not intended to and shall not be construed to require the Producer to indemnify or hold harmless the Bullock Texas State Museum or the SPB for any claims or liabilities resulting from the negligent acts or omissions of the SPB or its employees.

- (2) Production company agrees that the Bullock Texas State History Museum, a division of the SPB, the State of Texas, all of its officers, employees and agents are now and hereafter relieved of any and all responsibility and liability for any and all injury, loss or damage that the production company, its agents or their property may incur as a result of or during the production company's use of the Bullock Texas State History Museum and its Grounds, provided said injury, loss or damage is not the result of the negligence of a Bullock Texas State History Museum employee. Therefore, production company on its own behalf and on behalf of its agents hereby agrees to hold harmless, indemnify and defend the Bullock Texas State History Museum, a division of the State Preservation Board, the State of Texas, all of its officers, employees and agents from and against any and all costs, damages, fees, expenses, or liability of any type or nature related to the same.

- (3) Production company further covenants and agrees to indemnify and to fully pay and reimburse the Bullock Texas State History Museum, a division of the State Preservation Board, any and all costs of replacement of damaged property, and for the restoration and repair of the Bullock Texas State History Museum if it is in any way damaged, destroyed or otherwise defaced or harmed as a result of use by the production company or its agents.