



FIELD AND COURT RESERVATION PROCEDURES

FIELD AND FACILITY RESERVATIONS OFFICE

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SECTION 1. INTRODUCTION

1.1. Purpose and Intent

The purpose of the Field and Court Reservation Procedures document is to outline the allocation procedures and rental policies for the permitted use of athletic fields and courts in the City of Santa Clarita. The City has experienced tremendous growth in sports, including the establishment of new organizations and the emergence of new sports. It is the City's desire to balance the needs of local user groups to secure regular field space as well as the expectations of residents to have access to City facilities for use and enjoyment. Some locations also have use restrictions due to the location of the field, limited parking, and/or impact on adjacent residences. The Department of Recreation and Community Services reserves the right to make any decision regarding sports programming that is in the best interest of the Department and residents of the City. This document is intended to provide priority use criteria that:

- Incorporates a "turf recovery period" to maintain safe, quality fields
- Fairly distribute available fields
- Maximizes playing time

Priority allocation is granted according to the Priority Group Classification. City staff will monitor the proper use of permits. **Submission of an Application and Agreement Request does not guarantee approval.** The City maintains exclusive discretion in scheduling City fields, and these decisions are final. Allocated fields and courts are a privilege, and permits may be revoked by the Department of Recreation and Community Services at any time.

1.2. Definition of Terms

City: For the purpose of the document, the City of Santa Clarita and/or the Department of Recreation and Community Services will be referred to as "City".

Participant: Participant(s) shall include only those players who are fully registered with the user organization. Non-players such as coaches, officials, and staff shall not be considered participants.

Organization: Organizations shall include only those user groups listed on the Priority Group Classification.

Resident Status: Defined as groups or organizations comprised of **at least 75%** City of Santa Clarita residents. Team rosters will be required by City staff to verify residency.

Non-Resident Status: Defined as groups or organizations comprised of **less than 75%** City of Santa Clarita residents.

Youth Status: Defined as persons 17 years of age or under.

Non-Profit Status: Organizations must be established as a locally established non-profit organization. A non-profit is defined as an organization that is so defined by the Internal Revenue Service, 501(c) 3 or (c) 4.

Commercial Status: Businesses or leagues that are running a business and making a profit from the use of community fields.

Season: Refers to tryouts, clinics, camps, games, practices, and end-of-season league tournaments.

In-Season User: An Organization whose sport is "in-season" shall be based on the premise of CIF guidelines and given priority access to City facilities:

- Spring (January – June): Baseball, Softball, Rugby, Lacrosse, Volleyball
- Fall (July – December): Soccer, Tackle Football, Flag Football, Cross Country

Out-of-Season User: An Organization whose sport is not "in-season" and is given second priority to City facilities. An out-of-season user group may only reserve a field after all in-season user groups' requests have been processed.

City Facility: Any field or facility that is city-owned.

Drop-in/First-Come First Served Play: Refers to public access for individuals wishing to play on a field or court. Commercial use, private instruction or independent teachers must follow the reservation process to secure permitted time as drop-in play is not intended for use on a consistent, ongoing basis.

1.3. Priority Group Classification

Any new non-profit organization that was not a part of the previous year's allocation will be placed into Group E or F for the first year.

GROUP	DESCRIPTION (Groups within A-G are specific to youth participants)
GROUP A	City-sponsored or co-sponsored organizations, activities, and/or events. This includes City recreation programs and/or leagues.
GROUP B	Agencies with Joint Use Agreements (JUA) and/or Memorandum of Understanding (MOU) with the City of Santa Clarita.
GROUP C	Local non-profit youth organizations with a 501(c) 3 or (c) 4 statuses comprised of at least 75% residents of the City of Santa Clarita.
GROUP D	Local non-profit youth organizations with a 501(c) 3 or (c) 4 statuses comprised of less than 75% residents of the City of Santa Clarita.
GROUP E	Private resident with a roster comprised of at least 75% residents of the City of Santa Clarita.
GROUP F	Private non-resident with a roster comprised of less than 75% residents of the City of Santa Clarita.
GROUP G	Local non-profit public or private school with a 501(c) 3 or (c) 4 statuses located within the City of Santa Clarita boundaries.
GROUP H	Any group that does not fall within groups A-G will be offered field time based on availability after the allocation process. This includes, but is not limited to, businesses, adult user groups, out-of-season sports, etc.

SECTION 2. POLICIES AND PROCEDURES

2.1. Reservation Allocation Process and Procedures

As a part of the allocation process, the organization will enter into a contract agreement with the City. It is the responsibility of the permit holder to enforce City rules and regulations regarding the conduct of their group while on permitted facilities. See section 2.5.

Reservation permits are issued after a request has been received, reviewed, and approved. To be included in the allocation, all required documents must be within the submittal period as outlined below. Any request received outside of the allocation submittal period will be considered on a first-come, first-served basis and based on availability left over from the allocation. **Submitting a request does not guarantee approval.**

Reservations outlined within this document are accepted for the following amenities at predetermined locations:

- Multipurpose Fields
- Ball Fields
- Tennis and Pickleball Courts
- Sand Volleyball and Basketball Courts
- Perimeter Trail
- Storage Facilities

2.2. Allocation Guidelines

1. Each rental group must provide a roster indicating first and last name, and full address, including zip code, of all participants. This information shall remain confidential. Incomplete, manipulated, or altered rosters will result in the request being denied.
2. Fields and courts will be allocated based on the priority group classification outlined in section 1.3. All previous invoices must be paid in full before new requests are accepted.
3. Allocation requests during off-season play will be reviewed after allocations are granted for in-season sports.
4. The City reserves the right to cancel an allocation at any time to accommodate the needs of any City-sponsored/co-sponsored tournament, special event or program. The permit holder will be notified with as much notice as possible.
5. All renters must have a copy of the City-issued permit available for inspection at all times by City staff or law enforcement, or when requested by the public for proof of permit.
6. Rental groups may designate up to two (2) representatives to reserve fields or courts.

2.3. Fees, Payments, Cancellation, Refunds, Changes

1. Fees and security deposits will be assessed for all events and/or rentals as set forth by the City Council in the current City of Santa Clarita Schedule of Fees.
2. A security deposit may be required. The deposit is refundable only after the event is complete, and no outstanding fees are due, or repairs are required.
3. Applicable reservation fees are required for all events and/or rentals and must be paid when submitting the signed contract to reserve a facility.

4. Incomplete or inaccurate information provided by the applicant on the contract may result in cancellation of the event and forfeiture of all fees, including security deposit.
5. Cancellation of an Agreement for Use must be received in writing. Cancellation fees are assessed as follows:
 - a. Cancellations or changes received less than 14 days prior to event date will forfeit all rental fees with the exception of the security deposit.
 - b. Cancellation requests, in full or in part, received after the permit has been issued will receive 50% of fees already paid.
 - c. Excessive changes will be charged an administrative fee per permit, per change request.
6. Forfeiture of all fees, including security deposit, will result if any of the following occurs:
 - a. Facility damage beyond normal use.
 - b. Excessive maintenance is required following use.
 - c. Any act by the applicant and/or applicant's group requiring sheriff response/action.
 - d. Cancellation of an event in progress due to violation of City policies, rules, or regulations governing such usage.
 - e. Deviation from the parameters listed in the issued permit.
7. Refunds will be processed as follows:
 - a. If payment was made by credit card, the refund will be credited back to that same credit card only.
 - b. If payment was made by cash or check, a refund check will be requested. Checks are mailed out approximately 4 weeks after the request has been submitted.

2.4. Rules and Regulations of Use

Rental groups agree to abide by all park rules and the City of Santa Clarita Municipal Code at all times. Failure to abide by any rule or code may result in revocation of the permit without refund, loss of security deposit, and/or other actions as deemed appropriate by City staff.

1. Rental groups must designate a representative, an adult 18 years or older, to be present during any/all of their practice and/or game time(s) at each City facility.
2. Rentals begin and end at the time stated on the permit. Rentals may be scheduled back-to-back, and groups are not permitted for early access to a field or court. At the rental end time, all equipment and participants must vacate the field or court.
3. Rental groups are responsible for the actions/conduct of their coaches, players, parents, and spectators, and has made them aware of City policies. Failure of any member of a rental group to abide by established rules will result in the revocation of all issued permits for the season and possible future applications.
4. California's Assembly Bill 310, also known as the Nevaeh Youth Sports Safety Act, requires that all coaches be certified in CPR and the use of an automated external defibrillator (AED). Coaches may also be required to provide their own AED. Organizations are responsible for ensuring coaches meet these requirements.
5. Games and practices can begin no earlier than 12:00 p.m. (noon) on weekdays, with the exception of summer months at designated parks, and 8:00 a.m. on weekends.
6. Games and practices can end no later than 10:00 p.m. nightly.

7. Game schedules must be submitted a minimum of two (2) weeks in advance of the first game.
8. Use of metal cleats for baseball/softball practice is prohibited. Metal cleats will be allowed for CIF games only.
9. Removal of rubber pitching plates or inset bases is prohibited on any baseball/softball diamond.
10. Due to maximum occupancy limits of facilities and fields, as well as parking availability, maximum group sizes may be instituted.
11. Users may not sublease, transfer, or reassign a field or court under any circumstances.
12. Reservations are limited to the specific amenity listed on the permit.
13. Field and court encroachment is prohibited.
14. **Notice of Non-Use of Permitted Space:** Any rental group that has been allocated space and does not use it on a regular basis must notify the City so that the field or court may be re-allocated or otherwise used. Failure to do so may result in forfeiture of all assigned field or court(s) for the remainder of the season. If an allocated space is not used three (3) times by the designated organization, the field or court(s) may be reclaimed by the City, and the organization will be notified by email.
15. **Athletic Field Lining/Marking:** Field preparation and lining are available for additional fees at certain locations and require pre-approval by City staff. Requests for field lining must be made at least 14 days in advance for regular use and 30 days in advance for special events or tournaments. Multipurpose field lining fees may include a sports layout fee and a weekly repaint fee. All lining requests are subject to approval.
 - a. Lining of City fields with chalk or paint is not permitted
 - b. Burning lines on any City field is not permitted
 - c. Mowing or altering turf or fields is not permitted

2.5. Closures and Maintenance

Any request to modify any City facility shall be submitted for review by the City for consideration. No permanent structures or equipment shall be erected on City facilities.

1. The City will provide all maintenance, such as field preparation, court cleaning, lining of the fields, setting of bases, and installation of permanent equipment.
2. Rental groups are responsible for maintenance such as lightweight field preparation, setting and removal of temporary bases or goals, as approved on the application permit.
3. Rental groups are responsible for the facility being free of trash or debris caused by their group's usage, including checking restrooms and parking areas.
4. Rental groups are required to report any damage or acts of vandalism to the City immediately.
5. The City will implement an annual rest and recovery schedule at all sites on a rotating basis as needed for each park.
6. The City reserves the right to cancel or suspend at any time, in part or in full, the Agreement for Use for emergency situations or when deemed necessary for the safety and best interest of the customers, the City of Santa Clarita, and all concerned. This includes the reservation permits when conditions could result in injury to players or cause damage to the fields. Permits may be canceled when the health and safety of

participants are threatened due to impending conditions, including but not limited to heavy rains, smog alerts, pesticide applications, overwatering or irrigation system defects, or acts of nature (fires). No organization/team shall play on any field closed for renovations or repairs.

7. During inclement weather, the City Park's staff will assess the playability of all City-owned fields to determine if use will occur. Closure of fields will be determined by 2:00 p.m. Monday through Friday and 8:00 a.m. on Saturdays and Sundays and posted on the City's website.
8. All organizations shall agree to cancel all practices and/or games when notified of a closure.
9. The City requests that individuals and groups adjust, refrain, or limit their use of heavy traffic areas on fields during practices, regardless of weather, to assist in providing the best field conditions possible, i.e., goal areas, pitching areas, etc. Field use, especially practices, should be conducted in such a way that the action takes place on different sections of the turf, thus reducing excessive damage in one area. Rotate use, and when possible, stay off fringe or bare grass areas to limit erosion and further damage.

2.6. Code of Conduct

The benefits of Recreation are endless - promoting health, building strong families, and creating a sense of community. To ensure the quality of programs and public safety, all program participants, parents, spectators, coaches, volunteers, and guests of the facility must abide by this Code of Conduct:

- Act with respect towards others; respect their privacy and personal safety
- Treat public and private property, the City facility, and equipment therein with respect
- Observe program rules and regulations at all times
- Behave in a responsible manner, always exercising self-discipline
- Cooperate with or assist the City staff in maintaining safety, order, and discipline

NEVER TOLERATED BEHAVIORS AND REASONS FOR IMMEDIATE REMOVAL AND DISMISSAL

- Abusive language or disrespect towards a staff member, volunteer, another participant, or any member of the public
- Discourtesy or rudeness to a fellow participant, staff member, or volunteer
- Verbal, physical, or visual harassment of another participant, staff member, or member of the public of any kind
- Bullying or taking unfair advantage of any participant
- Theft
- Possession or unwarranted usage of alcoholic beverages or illegal drugs on City of Santa Clarita property, or reporting to the program while under the influence of drugs or alcohol

- Possession of dangerous or unauthorized materials such as firearms, weapons, or other similar items on City property
- Conduct that would endanger the life, safety, health, or well-being of others
- Failure to leave the facility in the condition in which you found it, including applicable restrooms, gym, hallways, locker rooms and any other area used - this includes vandalism/graffiti
- Failure to follow any City of Santa Clarita policies or procedures

Failure to follow the rules noted above may result in a suspension from the facility or other penalties as determined by the City as provided for in Title 14 PARKS AND OTHER PUBLIC PLACES of the City of Santa Clarita Municipal Code.

2.7. Banners

Any banners or flags displayed at a City park or facility must obtain prior approval and may only be displayed temporarily during a specified time frame or date period. Banners, flags, flyers, or other advertising materials must be approved by the City before distribution.

2.8. Denial of Use

Denial of use can be made by the City based on the following reasons:

1. The facility is incapable of accommodating the proposed activity for the number of participants involved.
2. The applicant has failed to provide all required documents requested by City staff.
3. Providing false or incomplete information or documentation.
4. The nature of the activity may endanger the participants, facility, equipment, or staff.
5. Or based on any substantive reason(s), as deemed by the City.

SECTION 3. SPORTS FIELD ALLOCATION

3.1. Field Allocation

Fields are allocated based on the priority classification, field availability, size of the group/organization (number of participants/number of teams), field closures, field light availability, specifics of the individual request (such as days/times/fields), number of requests received, and consideration for maximizing field use to best accommodate as many groups as possible.

No one organization may be allocated more than 50% of available field time. Because the number of participants may vary greatly, the City will utilize a two-tiered system as follows:

- Tier 1 - Organizations comprised of 500 or more resident participants
- Tier 2 - Organizations comprised of less than 500 resident participants

Any team or group joining, merging, or splitting into a new organization that splits mid-season will lose its field space and must reapply the following year during the allocation period.

Complete packets include the following required documents:

- Field Inquiry Request Form
- Roster of all players including both residents and non-residents
 - Ball Fields – current roster
 - Multipurpose Fields – previous season roster
- Proof of Non-Profit status (501 (c) 3 or 4), if applicable
- Liability Insurance Certificate and Additional Insured Endorsement

After the submittal period deadline, all eligible groups will be entered into a random lottery to determine the order in which groups will be allocated their field time. The amount of field time offered to each group will be dependent on how many requests are received and the available field time following the priority group classification. After the lottery is executed, field time will be determined, and offers will be sent by email.

3.2. Ball Field Allocation

Field allocations for the ball fields will be allotted as shown in the chart below. To participate in the allocation, groups must submit a complete packet within the designated submittal period.

Field Date Range	Submittal Period	Field Offers Sent
January – June (Spring Allocation)	October 1 – November 1	December
July – September	April 1 – May 1	June
October – December	July 1 – August 1	September

3.3. Multipurpose Field Allocation

Field allocations for the multipurpose fields will be allotted as shown in the chart below. To participate in the allocation, groups must submit a complete packet within the designated submittal period.

Field requests for games will be allocated separately and will require supporting documentation, such as league game schedules.

For every 6-month allocation period, groups will receive field offers 3 months at a time.

Sport	Allocation Period
Volleyball/Lacrosse/Rugby	Spring

Tackle Football/Flag Football/Soccer		Fall
Field Date Range	Submittal Period	Field Offers Sent
January – June (Spring Allocation)	October 1 – November 1	December
July – December (Fall Allocation)	March 1 – April 1	May

3.4. Multipurpose Field Allocation Formula

Fields are allocated to organizations/teams based on the percentage of verifiable total City residents and the Priority Group Classification.

The total number of an organization's participants who are City residents will be divided by the total number of residents in the Priority Group Classification.

Formula Example:

For the purpose of this document, we will use the following example:

- Total available hours = 2000.
- Tier 1 will receive 50% of the hours for a total of 1,000 hours.
- Team A has 750 residents
- Team B has 900 residents
- Total residents for both organizations is 1650

Organization	City Residents	Calculation	Allocation %	Allocated Hours
Team A	750	$750 \div 1650$	45%	450 hours
Team B	900	$900 \div 1650$	55%	550 hours
Total	1650		100%	1,000 hours

3.5. Cross Country Allocation

Cross country meets are defined as a single or multiple-day event comprised of athletic teams participating in a race on the natural park terrain. Field allocations for the multipurpose fields will be allotted as shown in the chart below. To participate in the allocation, groups must submit a complete packet within the designated submittal period.

Cross country meets are subject to additional permitting requirements based on event details. (see Section 5.2 and 5.3)

Complete packets include the following required documents:

- Field Inquiry Request Form
- Proof of Non-Profit status (501 (c) 3 or 4), if applicable
- Liability Insurance Certificate and Additional Insured Endorsement
- Site map of field set up including vendors, generators, reserved team areas
- Course map of all races
- Race schedule

Field Date Range	Submittal Period	Field Offers Sent
September – November (Cross Country Allocation)	December 1 – December 31	January

3.6. Storage

1. Storage containers and designated gated areas at Central Park may be reserved on a seasonal basis for user groups with active field permits. Groups for in-season sports hold priority for storage rentals.
2. No permanent storage containers or shelves are allowed without prior written permission from the City. Any alterations to the structure are prohibited.
3. User groups are not allowed to alter or change the locks on any storage unit or concession area. The City will issue a combination code for access to storage areas.
4. User groups are required to keep the facility clean with equipment properly stored for safety. Upon conclusion of the permit, the user shall clear out all equipment and appropriately clean the area for inspection by City staff.
5. User groups storing soccer goals in designated gated areas must label their goals to identify their organization. Users must ensure goals are stored neatly and free of walkways, and stored in the designated stall assigned during the contract process.

SECTION 4. OUTDOOR COURT ALLOCATION

Outdoor courts include tennis courts, Pickleball courts, sand volleyball courts, basketball courts, and multi-sport courts. Organizations can reserve for permitted use through the corresponding reservation process (see section 2.1).

All **City-taught lessons and classes** led by the City's contracted instructors have **priority use** of the courts. Commercial use, private instruction or independent teachers must follow the reservation process to secure court time as drop-in play is not permitted for these types of use.

When not reserved, outdoor courts are available for drop-in use on a first-come, first-served basis. The location and number of reservable courts will be designated by the City based on availability, existing court allocations and permits.

After the submittal period deadline, all eligible groups will be entered into a random lottery to determine the order in which groups will be allocated their court time. The amount of court time offered to each group will be dependent on how many requests are received and the available court time following the priority group classification. After the lottery is executed, court time will be determined, and offers will be sent by email. For every 6-month allocation period, groups will receive court offers 3 months at a time.

Complete packets include the following required documents:

- Court Inquiry Request Form
- Roster of all players including both residents and non-residents
- Proof of Non-Profit status (501 (c) 3 or 4), if applicable
- Liability Insurance Certificate and Additional Insured Endorsement

4.1. Tennis and Pickleball Courts

Organized groups including non-profit groups, businesses, and instructors must submit a Court Request Inquiry Form for review by the City a minimum of 14 days in advance and a maximum of 90 days in advance. **Submitting a request does not guarantee approval.**

Individuals may book a court rental for drop-in play a minimum of 14 days in advance and a maximum of 90 days in advance.

4.2. Sand Volleyball, Basketball and Multi-sport Courts

Courts are allocated based on priority classification (see section 1.3), court availability, size of the group/organization (number of participants/number of teams), court closures, specifics of the individual request (such as days/times/fields), number of requests received, and consideration for maximizing court use to best accommodate as many groups as possible.

Field Date Range	Submittal Period	Field Offers Sent
March - August (Summer Allocation)	January 1 – February 1	February
September – February (Fall Allocation)	July 1 – August 1	August

SECTION 5. LARGE EVENTS

5.1. Fundraisers

Organizations wishing to host a fundraiser must have active permits and alert the Reservations Office at least 30 days in advance with notice and follow through with the necessary steps to finalize the event details.

No City facilities may be used for any commercial use or enterprise in any form unless the City is directly involved as a co-host or co-sponsor of an event or project that the RCS Director has authorized in writing. (Municipal Code 14.03.160)

5.2. Food/Vendors/Concessions

1. The concession stand building at Central Park is available for rent as an add-on during a tournament or special event for an additional fee. User groups must have an active permit to request the facility add-on.
2. Organizations must receive City approval to sell food or operate a concession stand. Any user group that offers food or items for sale must have a current Seller's Permit and/or Los Angeles County Health Permit as required. A copy of the permit issued by the Los Angeles County Department of Health will be required and must be on file with the City two (2) weeks before the event.
3. Any organization wishing to sell or invite a vendor to sell food (including food trucks) or merchandise must obtain approval from the City Reservations office and provide the necessary documents, which include, but are not limited to, a business license and health permit.
4. Vendor approval is not guaranteed, and requests are reviewed on a case-by-case basis with consideration to the impact on the park.

5.3. Tournaments/Athletic Events

Tournament Inquiry Forms may be submitted up to 12 months in advance of the desired date. Tournament events with an overall impact on the park, adjacent neighborhoods, and fields will be referred to the Special Event Permit process.

1. Tournaments refer to organized events held over one or more days, involving multiple teams competing outside of regular league play in an elimination-style format.
2. Cross country meets are defined as a single or multiple-day event comprised of athletic teams participating in a race on the natural park terrain.
3. Porter services or portable restrooms may be required at the event organizer's expense based on the size and impact of the event. Portable restrooms must be removed within 24 hours after the conclusion of the event.
4. The event organizer is responsible for coordinating all vendor deliveries, including but not limited to food trucks, portable restroom services, merchandise vendors, audio/visual companies, etc.

Special Event permit criteria:

- Number of vendors, number of fields
- Participant and attendee numbers
- Other agency permits (Los Angeles County Public Health Permit, Los Angeles County Fire Department Permit)

SECTION 6. INSURANCE

6.1. Requirements

The City of Santa Clarita is not responsible for accidents, injuries, or loss/damage to the property of individuals/groups using public fields and facilities. The applicant will be held responsible for all actions, behavior, and damages caused by his/her participants, guests, or attendees. All applicants requesting use of fields will be required to provide the City with an original certificate of insurance providing proof of the following:

1. City and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnities") shall have no liability to User or any other person for, and User shall indemnify, defend, protect, and hold harmless Indemnities from and against, any liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of or allegedly caused by the User's negligent or willful acts or omissions, its agents, officers, directors, or employees, committed in performing any of the activities specified.
2. If any action or proceeding is brought against Indemnities by reason of any of the matters against which User has agreed to indemnify Indemnities as provided above, User, upon notice from City, shall defend Indemnities at its expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnities need not have first paid for any of the matters to which Indemnities are entitled to indemnification in order to be so indemnified. The limits of the insurance required to be maintained by User shall not limit the liability of User hereunder. The provisions of this section shall survive the expiration or earlier termination of the field allocation agreement.
3. The provisions of this section do not apply to claims occurring as a result of the City's active negligence or willful acts of omission.
4. All insurance shall be primary insurance and shall name the City of Santa Clarita as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as an additional insured, and an additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon. All applicants requesting use of fields will be required to provide the City with an original certificate of insurance providing proof of the following:

- a. General liability and property damage in an amount no less than \$1,000,000 per occurrence.
 - b. The City of Santa Clarita must be named as additionally insured.
5. If the operation under this Agreement results in an increased or decreased risk in the opinion of the City's Risk Manager, then User agrees that the minimum limits hereinafter designated shall be changed accordingly upon written request by the Risk Manager.
6. User agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which User may be held responsible for the payment of damages to persons or property resulting from User's activities, or the activities of any person or persons for which User is otherwise responsible.
7. A Certificate of Insurance, and an additional insured endorsement evidencing the above insurance coverage with a company acceptable to the City's Risk Manager shall be submitted to the City prior to the execution of any field allocation agreement.
8. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for nonpayment of premiums, otherwise, without 30 days' prior written notice of amendment or cancellation to the City. In the event that said insurance is canceled, User shall, prior to the cancellation date, submit new evidence of insurance in the amounts heretofore established.
9. All required insurance must be in effect prior to the field allocation agreement, and it or a successor policy must be in effect for the duration of the field allocation agreement. Maintenance of proper insurance coverage is a material element of the Agreement, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract. If User, at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, City shall be permitted to obtain such insurance in User's name and shall be compensated by User for the cost of the insurance premiums.
10. User agrees to procure and maintain general liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly from any act or activities of User or any person acting for User or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of User or any person acting for User, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect the City against incurring any legal costs in defending claims for alleged loss. Such general liability and property damage insurance shall be maintained in the following minimum limits: A combined single-limit policy with coverage limits in the amount of \$1,000,000 per occurrence will be considered equivalent to the required minimum limits.