

RULES AND REGULATIONS
FOR ROOSEVELT
MEMORIAL AIRPORT

The MERIWETHER COUNTY AIRPORT AUTHORITY of Meriwether County, Georgia hereby adopts and approves the following rules and regulations for the operation and use of the Roosevelt Memorial Airport located in Meriwether County, Georgia.

SECTION 1

- 1.1 Unless from the context a different meaning is apparent as used in these regulations, the terms hereinafter used shall be defined as follows:

"Owner" shall mean the Meriwether County Airport Authority.

"Airport" shall mean the Roosevelt Memorial Airport.

"Person" shall mean an individual, partnership, firm, association, or corporation.

"FAA" shall mean the Federal Aviation Administration.

"User" shall mean any person or their representative who either leases personal or real property, executes a bailment with, or conducts any form of business or services with the Airport Authority.

SECTION 2

- 2.1 The Airport Authority shall, at all times, have authority to take such reasonable action as may be necessary to enforce these regulations and to efficiently manage the airport and its operations.

SECTION 3

- 3.1 The owner has the right to and does hereby regulate all commercial enterprises using the Airport as a basis of operation, whether such operation is aeronautical or non-aeronautical in nature. No commercial operation of any kind or type shall be conducted on the airport unless specifically authorized by the owner.
- 3.2 The use of the Airport or any of its facilities in any manner shall create an obligation on the part of the user thereof to obey all regulations provided and adopted by the Authority.
- 3.3 The privilege of using the Airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user and he shall release, and hold harmless and indemnify the Authority, its officers and employees from any liability or loss resulting from such use, as well as from claims of third persons

using the Airport. The privilege of using the Airport shall be upon the further condition that any person, desiring to use the same, shall furnish proof of insurance indemnifying against personal injury and property damage in such sum as the Authority shall require. Anyone leasing hangar space or tie-down space for an aircraft on the Airport shall, in addition to providing proof of liability insurance.

- 3.4 Any person violating any of the Airport Rules and Regulations may be deprived of the use of the Airport facilities for such period of time as determined by the Authority. Tenant shall follow all reasonable instructions of airport personnel and shall not engage in intimidating, threatening, or disorderly conduct towards the Meriwether County Airport Authority, Meriwether County Board of Commissioners, Meriwether County personnel, airport personnel, airport users, and/or airport tenants. Violation of this provision may subject Tenant to ejection and banning from airport property and termination of agreements between Tenant and the Meriwether County Airport Authority without refund of any rent paid.
- 3.5 No person shall solicit funds for any purpose and no signs, advertisements or circulars may be posted or distributed at the Airport without permission of the Authority.
- 3.6 Itinerant mechanics will not be allowed to solicit or perform aircraft maintenance in any County owned T-Hangar, Corporate Hangar, or adjacent area.
- 3.7 Garbage, refuse and other waste material shall be placed in receptacle provided for such purpose by the person and no person shall destroy, remove, or disturb in any way buildings, signs, equipment, markers, or other property on the Airport.

SECTION 4

- 4.1 Unless authorized by the Airport Authority, no highway or automotive vehicle shall be operated on the Airport except on roadways and parking areas that are specifically designed for such vehicles. Such vehicles shall be parked in the manner prescribed by the Airport Authority while on the Airport and as indicated by posted signs.
- 4.2 Customers of airport tenants shall park in areas designated by the Airport Authority as near as possible to leased premises.
- 4.3 Every accident involving injury and/or property damage shall be reported to the Airport Authority. No person shall operate any vehicle in a careless manner or negligent manner or in disregard for the safety of others or in excess of posted speed traffic signs. All persons are required to carry liability insurance on all vehicles.

SECTION 5

- 5.1 All present regulations and directives of the Federal Aviation Agency and all additions thereto are made a part of these Airport Rules and Regulations as fully as if set forth herein.
- 5.2 Aircraft engines shall be started and run up only in places designated for such purposes. At no time shall engines be run up when hangars, shops, airplanes or any buildings or persons are in the path of the propeller stream or jet exhaust.
- 5.3 No aircraft shall be parked, stored, or repaired at the Airport except in the areas designated for such use or as directed by the Airport Authority.
- 5.4 The owner of an aircraft permanently based, either hangared or tied down shall be permitted to fuel, wash, make FAA approved pilot repairs or otherwise take care of his own aircraft. No owner shall perform aircraft repair services for others.
- 5.5 At the discretion of the Airport Authority, the operator, owner, or pilot of any aircraft on the Airport shall park or store his/her aircraft where designated and if required shall be moved to any other designated location on the Airport. If the operator, owner, pilot refuses to comply with the directions, the Authority may tow the aircraft to such place, at the operator's expense, and without liability for damage that may result from such a move.
- 5.6 In the event of an accident, the Authority may move damaged aircraft from the landing areas, ramps aprons or other areas at the expense of the owner and without liability for damage resulting from such a move.
- 5.7 The pilot of an aircraft involved in an accident on Airport property shall report to the Airport Authority. In the event that he/she is unable to do so, the owner or his/her agent and witness shall make such report. Said report shall be filed within fifteen (15) days of the date of the accident.
- 5.8 Runway lights and all other Airport Property damaged or destroyed by accident or otherwise shall be paid for by parties responsible.
- 5.9 The Airport Authority shall have the authority to detain any aircraft for non- payment of any charges due.
- 5.10 No person shall taxi an aircraft until he has ascertained by visual inspection of the area that there will be no danger of collision with any person or object in the immediate area.
- 5.11 Aircraft shall be taxied at a safe and reasonable speed at all times.

- 5.12 Aircraft wishing to park on the apron to load or unload passengers and luggage shall use such area designated by the Airport Authority.
- 5.13 All take-offs and landings shall be confined to the runways and all movement of aircraft shall be confined to the hard surfaces.
- 5.14 No person except those duly authorized shall be permitted to enter the landing area property, taxi space or aprons. In no event shall any person have the privilege of the unrestricted use of the Airport.

SECTION 6

RULES FOR AIRCRAFT FUELING OPERATIONS

- 6.1 No aircraft shall be fueled or drained while the aircraft engine is running or while the aircraft is in a hangar or an enclosed area unless there is a life-threatening emergency situation.
- 6.2 During all fuel operations the aircraft shall be grounded by an approved method.
- 6.3 Smoking or lighting of an open flame shall be prohibited within fifty (50) feet of any refueling operation.
- 6.4 No aircraft shall be fueled on any runway or taxiway at any time except during an emergency or during an approved and authorized special event.

SECTION 7

FIRE REGULATIONS

- 7.1 Smoking or lighting of an open flame is prohibited at places with posted signs, within fifty (50) feet of any aircraft and within fifty (50) feet of hangars, fuel trucks or fuel loading stations and tank farms.
- 7.2 No person shall start an open fire any place on the Airport without permission of the Authority.
- 7.3 No person shall store materials or equipment, use flammable liquids or gases, or allow their premises to violate the Federal, State, or Local fire code.
- 7.4 Tenants of all hangars and buildings shall provide suitable fire extinguishers and equipment and first aid supplies and they shall be kept in good condition and inspected at least every twelve- (12) months by trained personnel. The Authority shall provide smoke detector in each hangar and the Tenant shall keep the detector in

good condition and immediately report any problem with the detector to the Authority and allow repair or replacement.

- 7.5 Tenants and persons are required to keep their premises clean and clear of all rubbish, junk, debris, AKA "Aircraft not in Annual" and vehicles and other unsightly objects. If after warning by the Authority, the area is not cleaned, the lease will be terminated and cost of clean up billed to lessee.

SECTION 8

REGULATIONS GOVERNING MINIMUM REQUIREMENTS FOR LEASING TO FIXED BASE OPERATIONS AND OTHER AIRPORT TENANTS

- 8.1 The Authority shall determine substantial conformance to the standards for Fixed Base Operators. No Fixed Based Operators shall be allowed to operate on the Airport without a fully executed lease agreement between the Meriwether County Airport Authority and the Fixed Base Operator.
- 8.2 The minimum liability insurance which a Fixed Base Operator shall carry for bodily injury and for property damage shall be approved by the Airport Authority.
- 8.3 Fixed Base Operators providing sale of aviation petroleum products and hangar rental must meet the minimum standards.
- 8.4 No person, company, firm, or organization may construct or erect any structure on the Roosevelt Memorial Airport without the specific written approval of the Meriwether County Airport Authority.

SECTION 9

POSSIBLE GROUNDS FOR REJECTING APPLICATION

- 9.1 The Authority may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in sole discretion of the Authority):
 - A. The person or entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority. The burden of proof shall be on the person or entity and the standard of proof shall be by clear and convincing evidence.
 - B. The Authority or the FAA has determined that the contemplated activity and/or Improvements would create a

safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.

- C. The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the Authority is unwilling and/or unable to expend or supply.
- D. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the person or entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
- E. The person or entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- F. The person or entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- G. The person or entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the Authority, any other airport sponsor, the State of Georgia, the FAA, or any other Legal Requirement applicable to the Airport and/or the person or entity's proposed activity.
- H. The person or entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- I. The person or entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- J. The person or entity cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed activity.
- K. The person or entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the Authority; or any Airport Sponsor Assurances.