



Mount Airy / Surry County Airport Rules and Regulations

The Mount Airy / Surry County Airport Rules and Regulations (hereinafter referred to as the "Rules and Regulations") for the efficient and safe operation of the Mount Airy / Surry County Airport (hereinafter referred to as the "Airport"), and to provide the greatest service for the citizens of Surry County and the aviation public, are adopted by the Mount Airy / Surry County Airport Authority (hereinafter referred to as the "Authority") and the Surry County Board of County Commissioners, to be enforced by the County of Surry or its designee (hereinafter referred to as the "Manager").



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**Section 1:
General Airport Rules & Regulations**

Rule 1.1 These Rules & Regulations supersede previous editions of Mount Airy / Surry County Airport Authority Rules & Regulations.

Rule 1.2 **Compliance with Laws and Airport Rules and Regulations** – Tenants, users of the Airport, visitors, guests, and all persons who are on Airport property for any reason will comply with all laws, rules and regulations now existing or hereafter established by the United States of America, the State of North Carolina, the County of Surry, and their respective agencies, including the Federal Aviation Administration, the North Carolina Department of Transportation Aviation Division (NCDOT Aviation), and the Authority. These Rules and Regulations are incorporated by reference as if written verbatim in all leases whether stated or not, and Tenants agree to comply fully at all times with the Rules and Regulations. The Authority shall have the right to amend, notify and alter the Rules and Regulations from time to time, in its sole discretion. No person shall conduct any aircraft operations to, from, or over the airport except in conformity with all Federal Aviation Administration Regulations and these Rules and Regulations.

Rule 1.3 **Non-Discrimination Covenants --**

- A. Each Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration for its Lease, does hereby covenant and agree as a covenant running with the land to insure that: (1) no person on the grounds of race, color, sex, age, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of its Leased Property; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, sex, age, religion, or national origin, shall be excluded from, participation in, denied benefits of, or otherwise be subjected to discrimination.
- B. The right to conduct aeronautical activities for furnishing services to the public is granted a Tenant subject to such Tenant agreeing:
 - 1. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and
 - 2. To charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- C. Each Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration for its Lease, does covenant and agree as a covenant running with the land that:

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1. No person on the grounds of race, color, sex, age, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; and
2. That in the conduct of its business, no person on the grounds of race, color, sex, age, religion, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

Rule 1.4 Authority to Eject to Protect Safety -- The Manager may eject any vehicle or aircraft operator or other person from Airport premises if such action is deemed necessary in the interest of safety. Any person ejected under this provision shall have the right of appeal to the Authority.

Rule 1.5 Special Procedures --

- A. The Manager may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows, agricultural operations, gliders, ultralights, etc. Any such change from standard procedures shall be published in the FAA's Airport/Facility Directory if of a permanent nature or the Manager shall issue a NOTAM if such change is of a temporary nature.
- B. Every accident and/or incident involving injury or property damage shall be immediately reported to the Manager and the Manager shall report to the Authority Board Chairman or his designee within 24 hours of the occurrence.

Rule 1.6 Business Uses -- Aviation and Non-aviation related businesses or activities, for both for-profit and non-profit organizations, shall not be based and/or operated anywhere on the Airport premises without the prior written consent of the Authority. Any such business or activity must be so established by a separate written contract which term shall not exceed eighteen (18) months, but which shall be renewable. Aircraft ownership by a business shall be excluded from Rule 1.6. FBO is excluded from Rule 1.6.

Rule 1.7 Through the Fence Operations -- No private individual, partnership, FBO, company, corporation, or body politic shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport. Furthermore, no private individual, partnership, company, corporation, body politic, or customers' aircraft or service vehicle shall be permitted direct ground access to property from the Airport - a practice commonly known as a "through the fence operation", except that the Authority may, under extenuating circumstances, allow certain through the fence operations on a case-by-case basis. Notwithstanding the foregoing, through the fence agreements in place before the adoption of these rules are "grandfathered" and will be allowed to remain in place, but any such agreement may not be transferred or assigned unless otherwise provided by an existing Tenant lease agreement.

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Rule 1.8 Safeguard of Persons and Property -- The Manager shall at all times have authority to take all necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.

Rule 1.9 Hangars -- Hangars, other buildings or structures and improved/unimproved land owned by the Authority may be leased to private individuals, companies or corporations for the storage of aircraft and ancillary aircraft equipment or to conduct a commercial Fixed Base Operation (hereinafter referred to as "FBO").

Rule 1.10 Unauthorized Signs and Equipment -- No signs, non-aeronautical equipment, portable buildings or trailers may be erected, moved-in, or installed on the Airport property, except as may be specifically authorized by the Manager.

Rule 1.11 Suspicious Activity -- Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Manager or other Airport employees, the Surry County Sheriff's Office, and/or other licensed and duly authorized law enforcement officers. No trespassing or loitering is allowed on Airport property.

Rule 1.12 Surface Areas to Be Kept Clean -- Each person to whom space on the airport is leased, assigned, or made available for use shall keep the space free and clear of grease, oil, or other foreign materials that could cause a fire hazard, slippery surface or other unsafe condition.

Rule 1.13 Ground Traffic, Vehicular Traffic, & Parking -- All vehicular traffic on the Airport shall be confined to streets, roads and avenues of passage designated and provided for that purpose. Vehicles may only park in designated parking areas or where authorized pursuant to advance written permission by the Manager. Any unauthorized vehicle which has been parked in any unauthorized space may be removed or caused to be removed by the Manager.

Only authorized vehicles may be driven on the landing area. Such authorized vehicles will drive in designated drive lanes (when provided) when possible. No vehicles shall exceed twenty (20-mph) miles per hour while driving on the aircraft-parking ramp. No vehicle shall exceed fifteen (15-mph) when within twenty-five (25 feet) feet of any aircraft. All vehicles will give the right-of-way to aircraft. Special use vehicles such as an ambulance, hearse or delivery van may be driven on the aircraft-parking ramp with the advance permission of the Manager. All vehicles shall be operated safely at all times. Failure of a Tenant to comply with Section 1.12 herein will be considered a material breach and grounds for termination of a lease.

Rule 1.14 Damage to Airport -- Any person, individual, or corporation, including but not limited to the owner or operator of any aircraft causing damage of any kind to the Airport, whether through violation of any of these Rules, vandalism, any act of negligence, or willful or intentional misconduct shall be liable therefore in and to the Authority for any and all resulting damages and/or expenses. Failure of a Tenant to comply with this section will be considered a material breach and grounds for termination of a lease.

Rule 1.15 Damage to Runway/Taxiway Lights -- Any person damaging any runway or taxiway light or fixture by operation of an aircraft, or otherwise, shall immediately report such

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damage to the Manager. Persons causing damage to runway and taxiway lights as a result of negligent or reckless operation of an aircraft or other negligent, intentional or willful acts will be liable for replacement cost of the lights(s) and/or fixtures(s). Failure of a Tenant to comply with this section will be considered a material breach and grounds for termination of a lease.

Rule 1.16 Injury to Person -- Persons entering upon the Airport by automobile, other vehicular conveyance, or pedestrian traffic do so at their own risk and with no liability incurring to the Authority for any injury or damage to person or property. No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft or persons being personally conducted by airport attendants, shall be permitted to enter the landing area proper, taxi space or aprons. This, however, does not give any person or persons so excepted the privilege of unrestricted use of the airport. These privileges are confined to the necessary use of the spaces in connection with flights, inspections and routine duties.

Rule 1.17 Controlled Substances – Consumption of alcoholic beverages is prohibited on all property owned or operated by the Authority without express prior written permission from the Authority. Possession or consumption of controlled substances governed by the North Carolina Controlled Substance Act, NCGS § 90-86 et. seq. (“Act”) is prohibited on all property owned or operated by the Authority except as authorized by and in compliance with the Act and all other applicable laws and regulations.

Rule 1.18 Animals – No pets or animals shall be permitted in the terminal building, except that this provision does not apply to animals considered to be service animals or K-9 animals used by law enforcement agencies. In addition, no animals shall be permitted on any part of the airport premises unless such animal is restrained in such a manner as to reasonably insure that said animal poses no danger to patrons, employees, or air traffic.

Rule 1.19 Flying Clubs – A flying club is defined herein as a plan for the joint ownership of aircraft and the distribution of cost to maintain and operate such aircraft. Such operation is not considered to be commercial in nature so long as there is no profit or for hire motive involved in the operation. Likewise, flight instruction by club members for other club members will not be considered to be commercial in nature so long as there is no profit or for hire motive involved in the operation. In all cases, the Authority will have sole discretion to determine if the operation of a flying club, including but not limited to flight instruction by club members, or other such organization, is commercial. If determined to be commercial, the club or operation shall conform to the requirements for commercial fixed base operators.

***Section 2:
Leasing Rules & Regulations***

Rule 2.1 Length of Ground Leases -- No Ground Leases will be written for a primary period in whose lease term exceeds twenty (20) years, without the construction of a hangar/shop/office facility whose finished facility exceeds 15,000 sq. ft. and approval of the Authority. In no event shall any ground lease term exceed thirty (30) years. U.S. Military and other government entities are exempt from these limitations. Any consideration of lease duration extensions shall require that the Tenant demonstrate to the Authority that such extension is a clear benefit to Surry County and/or the public interest.

Rule 2.2 Lease of Airport Property and Construction -- The Authority may lease land within the building area or other portions of the Airport for the construction of hangars, buildings, lean-tos, aprons, taxiways, ramps, parking lots or for other acceptable purposes (herein referred to as "Improvements on the Leased Premises" or "Improvements") in accordance with the Airport Master Plan/Airport Layout Plan and the Design Guidelines (herein referred to as the "Airport Layout Plan").

- A. Tenant agrees to construct all Improvements at Tenant's expense. Construction must begin within one hundred twenty (120) days after written approval from the Authority and must be substantially completed within one hundred eighty (180) days thereafter. Tenant's lease will become effective on the first day of the month after a Certificate of Occupancy (or Temporary Certificate of Occupancy) has been issued by a Surry County Building Inspector. Improvements shall remain the Tenant's property until expiration or termination of the Lease Agreement. Upon expiration or termination of Tenant's Lease, all Improvements on the Leased Premises shall become the property of the Authority.
- B. Prior to construction of Improvements, the Tenant shall obtain the Authority's written approval of the plans and specifications for such construction. The Tenant shall include in all construction contracts entered into by it in connection with any or all Improvements a provision requiring all contractors to indemnify, hold harmless, defend and insure the Authority and its officers, managers, employees, and agents against the risk of death, injury, or damage to persons or property, direct or consequential, arising out of or in connection with the performance of any or all of such construction work. The Tenant shall require all contractors to furnish liability insurance in such reasonable amounts as may be required by the Authority. In the alternative, the Tenant itself may provide the indemnity and liability insurance otherwise required of contractors.
- C. All Improvements on the Leased Premises, including but not limited to plans, specifications, construction, renovation, remodeling, or refurbishing, shall meet all current North Carolina State Building and Fire Codes and shall provide for the construction to be from material satisfactory and acceptable to the Authority. During the progress of all work, Authority's duly authorized representatives may enter upon

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the Leased Premises and make such inspections as may be reasonably necessary for the purpose of satisfying the Authority that the work or construction meets all requirements and standards. All construction must be authorized by the Authority.

- D. The Tenant further covenants that all construction work to be performed by it or its contractors, including all workmanship or materials, shall be of first class quality and shall be performed in accordance with the plans and specifications approved by the Authority. Tenant agrees to deliver to the Authority "as built" transparencies of the Improvements constructed by it and shall keep such transparencies current during the term of the Lease, showing thereon any changes or modifications which may be made in or to the Improvements.
- E. The Tenant will complete a FAA Form 7460-1, "Notice of Proposed Construction or Alteration" and receive a favorable determination from the FAA prior to any construction on Airport property. No hangar, structure or other Improvement may be erected beyond the building restriction line or in conflict with the Airport Layout Plan.

Rule 2.3 Condition of Leased Premises -- Tenant will at all times keep the Leased Premises, including the inside and the outside of any facility, free of hazards, trash, litter and debris.

Rule 2.4 Clean-Up by Authority -- Should a Tenant fail to keep the Leased Premises free of hazards, Authority may immediately remove or mitigate the hazard and terminate the Tenant's Lease. If a Tenant shall fail to remove trash, litter and/or debris after 30 days' written notice, the Authority may arrange for the cleanup of the area and charge the Tenant for such clean up, payable upon demand. Failure to maintain Leased Premised clean and free of litter, trash and debris after notice and/or to render timely payment for cleanup is grounds for Authority to terminate this Lease.

Rule 2.5 Abandoned Property -- No person shall abandon any personal property at the airport. Any structure or hangar not in use for aeronautical purposes for a period in excess of ninety (90) days or not available for lease or sublease for aeronautical purposes, unless so authorized by the Authority will be considered abandoned. The Authority may acquire title to such structure or hangar. Aircraft or other property not in use for aeronautical purposes must be removed from Airport premises within ten (10) days of notice from the Manager or it will be considered abandoned. Abandoned property may be disposed of in accordance with the provisions of applicable state and federal law. The owner of any aircraft subject to this provision may file a written request for exemption with the Authority prior to receipt of notice of abandonment. Upon receipt of a written request for exemption, the Manager or Authority may exempt the aircraft for a reasonable period of time upon a showing of good cause. "Good cause" will be in the sole discretion of the Manager or Authority.

Rule 2.6 Assignments and Sub-letting -- Without the prior written consent of Authority, Tenant shall not assign a Hangar Lease or any rights of Tenant hereunder or sublet the whole or any part of any Hangar or other property. Any approved assignment or subletting shall be

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expressly subject to all the terms and provisions of the Tenant's Hangar Lease and these Rules. In the event of any such approved assignment or subletting, Tenant shall not assign Tenant's rights hereunder or sublet the Leased Premises without first obtaining a written agreement from each such assignee or sub-tenant whereby each such assignee or sub-Tenant agrees to be bound by the terms and provisions of Tenant's Lease and these Rules.

Rule 2.7 Rent and Lease Payments -- All rent and lease payments are due on the first of each calendar month. Tenants who fail to pay all monies due the Authority by the 15th calendar day of each month are subject to a late penalty finance charge of \$25.00. Tenants who are over 30 days' delinquent with rent or lease payments will be assessed interest at 1% per month for the amount unpaid and in delinquency and such Tenants will also be subject to lease termination.

Rule 2.8 Right of Entry -- Tenant agrees Authority and Authority's authorized representatives shall have the right, at all reasonable times, to enter the Leased Premises (a) to inspect the general condition and state of repair thereof, (b) to make repairs permitted under this Lease, (c) to perform searches for controlled substances, (d) to inspect for rules compliance, (e) to show the Leased Premises to any prospective Tenant or purchaser or (f) for any other reasonable and lawful purpose. Further, Tenant agrees that at any time, Authority and Authority's authorized representatives shall have the right to erect and maintain on or about the Leased Premises customary signs advertising the Leased Premises for lease or for sale.

Rule 2.9 Insurance -- Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the Leased Premises as follows:

- A. Ground Lease Tenants are required to carry insurance against loss or damage to hangars, structures, leasehold improvements, aircraft, and other property by fire, lightning, vandalism, malicious mischief, and other risks from time to time included under standard extended coverage policies, all in amounts sufficient to prevent Authority or Tenant from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than the full insurable value of the structure on the Leased Premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Authority, and, therefore, proper adjustment in the limits of insurance coverage shall be affected.
- B. Ground Lease Tenants shall also be required to carry general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to Authority of not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate.
- C. Worker's compensation insurance covering all persons employed by Tenant or doing work for Tenant where worker's compensation insurance is legally required in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against Authority or the Leased Premises, or in lieu of such worker's compensation insurance, a program of

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self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of North Carolina.

- E.** Tenant shall maintain liability insurance on each aircraft they own/lease providing for coverage with a minimum limit of \$1,000,000.00 per aircraft. The Authority is not responsible or liable for damages to any aircraft or other property located on airport premises and will not carry coverage for such purposes.
- F.** All such policies of insurance (A) shall be issued by insurance companies acceptable to the Authority with a financial rating of A or better by A.M. Best; and (B) shall name Authority as an additional insured. Tenant agrees to provide the Authority at least ten (10) days written notice prior to cancellation or modification of any insurance policy and will provide Authority with duplicate originals of all insurance policies required by this paragraph.

The Authority reserves the right to review and amend said insurance limits/requirements, as it deems necessary.

**Section 3:
Fire Rules & Regulations**

Rule 3.1 Fire Regulations --

- A.** Every person going upon or using the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.
- B.** Smoking or open flame is prohibited at places with posted signs, within fifty (50) feet of any aircraft, hangar, tank farm, fuel tank, fuel pump or fuel truck.
- C.** No person shall start an open fire at any place on airport property.
- D.** Compressed flammable gas shall not be kept or stored upon the Airport unless approved in advance by the Surry County Fire Marshal.
- E.** No flammable substance shall be used for the cleaning of any aircraft part or other items inside a hangar, T-hangar or other building upon the Airport.
- F.** No one shall smoke or ignite a match or lighter in any Building or hangar, except in posted "Designated Smoking Areas" identified by the Manager.
- G.** Hangar entrances shall be kept clear at all times.
- H.** The floors in all buildings shall be kept clean and free of oil. Volatile, flammable substances shall not be used for cleaning the floors.
- I.** No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a private owned, rented or leased hangar/building, the Manager shall notify the hangar/building owner, renter, or Tenant by registered letter to remove the offending litter. If within ten (10) work days after receipt of the letter the hangar/building owner, renter, or Tenant has not removed the trash and litter as directed, the Manager may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or Tenant.
- J.** Prior to the fueling of any aircraft, the aircraft shall be bonded to the fuel pump or hydrant service/fuel truck to equalize the static electric potential between the fueled and the aircraft. Bonding shall be accomplished in the interest of fire safety as described in Rule 5.1.B.

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- K.** A sufficient number, rating and size of fire extinguishers shall be available in all hangars.
- L.** Aircraft fuel service trucks shall have a minimum of two 20B-fire extinguishers located at the rear of and on each side of such truck.
- M.** Aircraft fuel service trucks shall have an “Emergency Cut-Off” valve, which shall be clearly identified and painted red.
- N.** All aviation fuel nozzles shall be in compliance with current State of North Carolina and National Fire Protection Association codes.
- O.** The pilot and passengers will exit the aircraft and the aircraft will be unoccupied during fueling operations except as allowed per NFPA Code 1106.9.

1106.9 Passengers. Passenger traffic is allowed during the time fuel transfer operations are in progress, provided the following provisions are strictly enforced by the owner of the aircraft or the owner’s authorized employee:

1. Smoking and producing an open flame in the cabin of the aircraft or the outside thereof within 50 feet (15240mm) of such aircraft shall be prohibited. A qualified employee of the aircraft owner shall be responsible for seeing that the passengers are not allowed to smoke when remaining aboard the aircraft or while going across the ramp from the gate to such aircraft, or vice versa.
 2. Passengers shall not be permitted to linger about the plane, but shall proceed directly between the loading gate and the aircraft.
 3. Passenger loading stands or walkways shall be left in loading position until all fuel transfer operations are completed.
 4. Fuel transfer operations shall not be performed on the main exit side of any aircraft containing passengers except when the owner of such aircraft or a capable and qualified employee of such owner remains inside the aircraft to direct and assist the escape of such passengers through regular and emergency exits in the event fire should occur during fuel transfer operations.
- P.** In all matters related to aircraft fueling safety, the provisions of the National Fire Protection Association (NFPA), Manual 407 “Aircraft Fuel Servicing, 2017” (or as revised), available from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471, shall prevail.

**Section 4:
Aircraft Operating Rules & Regulations**

Rule 4.1 Registration -- Each person owning an aircraft based at the Airport, employed, or receiving instructions at the Airport shall register at the office of the Manager their name, address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, and telephone number of the person to be notified in case of an accident or emergency.

Rule 4.2 Licensed Pilots -- Only persons holding a pilot's certificate and/or current airman's certificate required by the FAA shall be authorized to operate aircraft upon the Airport except as provided in these Rules and Regulations. This limitation shall not apply to students in training under licensed instructors nor to public aircraft of the Federal government or of a State, Territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

Rule 4.3 Student Training and Practice Flying -- Flight instructors shall comply with and inform students and themselves of all rules and regulations in effect at the Airport.

Rule 4.4 Takeoffs on Apron or Taxiways -- Takeoffs or landings shall not be made on the apron, parking ramp or taxiway by fixed-wing or ultralight aircraft except by special permission of the Manager.

Rule 4.5 Taxiing Aircraft --

- A. No person shall taxi an aircraft until they have reasonably ascertained there will be no danger of collision with any person or object in the area.
- B. Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot at all times.
- C. Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.
- D. Aircraft shall not be taxied by engine power into or out of a hangar or a T-hangar.

Rule 4.6 Parking Aircraft --

- A. Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, safety area, etc.) as described in FAA AC 150/5300-13 and all aircraft not in a hangar shall be parked in the areas designated by the Manager for that purpose.

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- B.** During aircraft fueling operations, only the equipment/aircraft actively involved are allowed within fifty (50) feet of the aircraft being fueled. Other equipment/aircraft shall be prohibited in this area until the fueling is complete.
- C.** Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Manager as an emergency measure.
- D.** At the direction of the Authority, the operator, owner, or pilot of any aircraft on the airport shall move such aircraft from the place where it is parked or stored, to another place on the airport designated by the Authority. If the operator refuses to comply with such 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 moving.
- E.** It is the responsibility of the pilot when leaving a parked aircraft unattended to see that it is properly chocked and/or tied down.
- F.** Aircraft parked on the aircraft-parking ramp shall not be parked in a manner that will block or hinder vehicle ground movement in the vehicle drive lanes.

Rule 4.7 Loading/Unloading Aircraft -- Pilots are prohibited from loading or unloading aircraft with the engine running, except as stated in Rule 4.10 herein.

Rule 4.8 Tie Down of Aircraft --

- A.** All aircraft not in a hangar shall be properly secured at night and during inclement weather.
- B.** All aircraft owners or their agents are responsible for the tie down or security of their aircraft at all times and particularly during inclement weather.
- C.** Aircraft parked overnight on the transient apron shall pay a tie down fee as established by the Manager for each night, except that such fee may be waived by the Manager upon purchase of fuel or services.

Rule 4.9 Repairs to Aircraft --

- A.** Except in emergency situations, no aircraft shall be repaired on any part of the landing or take-off area. Any repairs outside the Tenant's Hangar shall be made only at places designated by the Manager for such purpose.
- B.** Major engine, air frame or avionics repairs shall be conducted by a properly licensed mechanic within a hangar or building rented, leased or owned for such commercial purposes or at places designated by the Manager for such purpose.

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- C. Any licensed mechanic performing major engine, air frame or avionics repairs at Airport shall maintain a general liability insurance policy insuring against claims for bodily injury, death or property damage to afford protection of not less than \$1 million per occurrence with \$1 million aggregate. The Authority shall be designated as an additional insured and a written Certificate of Insurance shall be provided to Authority prior to the mechanic beginning major engine, air frame or avionics repairs.
- D. Any preventative maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar/tie down leased or owned by that aircraft owner or operator or at places designated by the Manager for such purpose.

Rule 4.10 Running Aircraft Engines --

- A. Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.
- B. No aircraft shall be hand propped, started or left running without a qualified person at the controls, provided however, that if, after a reasonable effort, no qualified person is located, an aircraft may be hand-propped by the pilot of the aircraft if the aircraft is first properly secured via placing wheel chocks in front of the main wheels and tying down the aircraft's tail. If a qualified person is at the controls during hand-propping, the brake should be set, if available.
- C. No Aircraft engine shall be started or run inside any building or hangar.
- D. No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will not damage and/or injure people, buildings, other aircraft, and automobiles.

Rule 4.11 Damaged Aircraft -- Every aircraft owner, his/her pilot, or agent, shall be responsible for meeting all FAA notification requirements and promptly removing disabled or damaged aircraft from the operational areas of the Airport, under the direction of the Manager.

Rule 4.12 Unmanned Aircraft Systems -- Both unmanned aerial vehicles (UAV) and small unmanned aircraft systems (sUAS) operations require an FAA issued full Certificate of Waiver or Authorization and a Section 333 exemption. In addition to these documents the UAV/sUAS operator must also contact the Manager with a Letter of Agreement outlining their request and operational requirements for conducting flights on or near the airport.

Rule 4.13 Intoxicants and Narcotics Prohibited -- No person under the influence of alcohol or any other intoxicant, narcotic or illicit drug shall take any aircraft from the airfield or hangars or operate such aircraft upon or from the Airport. No person under the influence of

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alcohol or any other intoxicant, narcotic or illicit drug shall operate any motorized machinery upon or from the Airport.

Section 5:
Fueling Rules & Regulations

Rule 5.1 Fueling of Aircraft –

- A. Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place, except that an agricultural spray aircraft on a fast turnaround may be fueled and loaded with chemicals with the aircraft engine idling if the Manager has provided written authority to the agricultural operator, the pilot remains at the controls, the aircraft's wheels are chocked, there are at least two 20B fire extinguishers within fifty (50) feet of the aircraft being serviced, and a qualified ground crew member is present during the fueling operation.
- B. Prior to making any fueling connection to an aircraft, the fueling equipment (fuel, pump, hydrant service, fuel-truck) shall be bonded to the aircraft by use of a cable suitable for the purpose and approved by the Surry County Fire Marshal. The bond shall be made prior to fueling and maintained until fueling is completed and fuel connections have been removed. In addition, when fueling over wing, the fueling nozzle shall be bonded with a nozzle bond cable having a clip or a male plug to a metallic component of the aircraft that is metallicity connected to the aircraft fuel tank filler port or a female receptacle designed to accommodate the male plug. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the static electrical potential between the nozzle and the filler port. The nozzle spout shall be kept in contact with the filler neck until the fueling is completed to avoid the possibility of a spark at the fill opening. Only metal funnels shall be used for fueling. Bonding and fueling connections shall be disconnected in the reverse order of connection after fueling is completed.
- C. During aircraft fueling operations, only the equipment actively involved in the fueling operation is allowed within 50 feet of the aircraft being fueled. Other equipment shall be prohibited in this area until the fueling operation is complete.
Exception: Aircraft fueling operations utilizing single-point refueling with a sealed, mechanically locked fuel line connection and the fuel is not a Class I flammable liquid.
- D. Fueling trucks shall not be parked within any building or hangar or within 50 feet of any building, hangar or parked aircraft. Fuel trucks shall be parked with at least ten (10) feet separation between vehicles.
- E. Aircraft fuel storage tanks for below-ground or above-ground use will be constructed and installed, registered as required, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, rules and regulations promulgated by the Environmental Protection Agency and the North Carolina Department of Environmental and Natural Resources (NCDENR).

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- F.** Flammable or combustible liquids shall not be stored in a hangar or building unless in UL approved containers and UL approved storage cabinets where applicable. Any storage over ten (10) gallons must have written approval from Surry County Fire Marshal and a copy on file with the Airport Manager.
- G.** Persons or businesses shall not be permitted to supply or dispense aviation fuel for use in their privately-owned aircraft with the exception of private fuel storage tanks previously approved by the Authority and in accordance with 5F., above. No new private fuel tanks will be constructed without prior written approval of the Authority.
- H.** All aircraft fueling, fuel equipment, and procedures will be in accordance with Manual 407 "Aircraft Fuel Servicing, 2017," (or as revised) published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

**Section 6:
Environmental Rules & Regulations**

Rule 6.1 Environmental Issues and Indemnification -- Tenant shall not install, store, use, treat, transport or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Tenant, its agents, employees, independent contractors, or sub-tenant) on the Leased Premises, any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; or (c) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either: (i) in amounts in excess of that permitted or deemed safe under applicable law; or (ii) in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (a), (b), or (c) are collectively referred to hereinafter as "Hazardous Materials").

Rule 6.2 Environmental Clean-Up Laws -- Tenant shall, at Tenant's own expense, comply with any presently existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws"); provided, however that Tenant shall not be responsible for correcting any violation of the Cleanup Laws under this Section that existed prior to the Commencement Date of their lease. In furtherance and not in limitation of the foregoing, Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Governmental Authority") under the Cleanup Laws. Should any Governmental Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the Leased Premises, by Tenant, its agents, employees, independent contractors or sub-Tenants during or after the Term of this Lease, Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans in accordance with such Cleanup Laws and to Authority's satisfaction. At no expense to Authority, Tenant shall promptly provide all information requested by Authority for preparation of affidavits or other documents required by Authority to determine the applicability of the Cleanup Laws to the Leased Premises, as the case may be, and shall sign the affidavits promptly when requested to do so by Authority. Tenant shall indemnify, defend, save and hold Authority harmless from and against, and reimburse Authority for, any and all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, Attorneys' Fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the Leased Premises by Tenant, its agents, employees, independent contractors or sub-Tenants during the Lease Term; and from all fines, suits, procedures, claims and actions of any kind arising out of Tenant's failure to provide all information, make all submissions and take all steps required by the Governmental Authority under the Cleanup Laws or any other environmental law. Tenant's

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obligations and liabilities under this Section shall continue so long as Authority and any of Authority's Affiliates remain responsible for Hazardous Materials at the Leased Premises, that were installed, stored, used, treated, transported, disposed of or discharged during the Lease Term by Tenant, its agents, employees, independent contractors or sub-Tenants. In addition to and not in limitation of Authority's other rights and remedies, Tenant's failure to abide by the terms of this Section shall be restrainable by injunction.

Rule 6.3 Environmental Notice -- Tenant shall promptly supply Authority with copies of any notices, correspondence and submissions made by Tenant to or received by Tenant from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

Rule 6.4 Environmental Survival -- Tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their Lease.

Rule 6.5 Storm Water Compliance --

- A. Notwithstanding any other provisions or terms of a Lease, the Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Each Tenant shall become familiar with these storm water regulations if it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and is advised that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.
- B. Notwithstanding any other provisions or terms of a Lease, the Authority shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the Leased Property occupied or operated by a Tenant. Each Tenant is advised that the storm water discharge permit issued to the Authority may name a Tenant as a co-permittee.
- C. Notwithstanding any other provisions or terms of a Lease, including a Tenant's right to quiet enjoyment, the Authority and each Tenant's close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. A Tenant may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by a Tenant, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices".

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- D.** The Authority's storm water discharge permit is incorporated by reference into each Lease and any subsequent renewals.
- E.** The Authority will provide a Tenant with a written notice of those storm water discharge permit requirements that are in the Authority's storm water permit, that a Tenant will, if applicable, be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Each Tenant, within seven (7) days of receipt of such written notice, shall notify the Authority in writing if it disputes, any of the storm water discharge permit requirements it is being directed to undertake. If a Tenant does not provide such timely notice, it is deemed to assent to undertake such requirements. If a Tenant provides the Authority with timely written notice that it disputes such storm water discharge permit requirements, the Authority and Tenant agree to attempt to negotiate a prompt resolution of their differences. A Tenant will not object to a written notice from the Authority for purposes of delay or avoiding compliance.
- F.** Each Tenant shall undertake, at its sole expense unless otherwise agreed to in writing between the Authority and Tenant, those storm water discharge permit requirements for which it has received written notice from the Authority. Each Tenant shall meet any and all deadlines that may be imposed on or agreed to and shall meet any and all deadlines that may be imposed on or agreed to by the Authority and Tenant. Time is of the essence.
- G.** The Authority agrees to provide a Tenant, at its request, with any non-privileged information collected and submitted to any governmental entity (ies) pursuant to applicable storm water regulations.
- H.** The terms and conditions of the Authority's storm water discharge permit may change from time to time and the Authority shall negotiate with the appropriate governmental entity (ies) on any such permit modifications.
- I.** The Authority will give a Tenant written notice of any breach by a Tenant of the storm water discharge permit or the provisions of this Rule. If such a breach is material, and, of a continuing nature, the Authority may seek to terminate a Lease pursuant to the terms of such Lease. At its sole discretion, the Authority may allow Tenant to cure a breach in lieu of termination; and
- J.** Each Tenant shall participate in any Authority -organized task force or other work group established to coordinate storm water activities of the Airport.

**Section 7:
Legal Rules & Regulations**

Rule 7.1 Hold Harmless -- Authority shall not be liable to Tenant or Tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the Leased Premises or any adjacent area owned by Authority caused by Tenant, Tenant's employees, servants, customers, invitees, licensees or any other person entering the Leased Premises and the conduct of Tenant's business thereon, or arising out of any breach or default by Tenant in the performance of the Tenant's obligations hereunder; and Tenant hereby agrees to indemnify Authority and hold Authority harmless from any loss, expense or claim arising out of such damage or injury. The Authority reserves the right to deny use of the airport to any person who is judged by the Manager to be endangering the public's safety, health, or welfare.

Tenant agrees to save and hold harmless Authority and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or Attorney's fees resulting from or as a result of any of Tenant's businesses, operation, occupancy, or use of the Airport or Hangar or from any act or omission of Tenant's agents, servants, or employees.

Rule 7.2 Governing Law, Jurisdiction and Venue -- Any dispute, controversy or question of interpretation arising under, out of, in connection with these Rules and Regulations or in relation to any Lease Agreement or any breach or default thereunder shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflict of law rules of any jurisdiction. Further, any action brought pursuant to or related to these Rules and Regulation or any Lease or breach or default thereunder must be brought in a court of competent jurisdiction in Surry County, North Carolina.

Rule 7.3 Legal Fees and Expenses -- In the event of any dispute or legal action relating to any Lease Agreement, the prevailing party shall be entitled to recover from the other party, reimbursement for reasonable attorney's fees, costs and expenses incurred as allowed by applicable law.

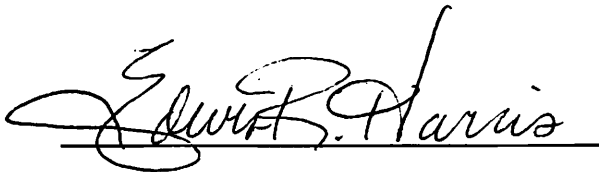
**Section 8:
Knowledge, Conflicts, and Penalties**

Rule 8.1 Knowledge of Rules Implied -- By publication and adoption of these Rules and Regulations, all persons shall be deemed to have knowledge of its contents. However, the Manager is directed to have copies of these Rules and Regulations printed and posted where appropriate. Copies shall be available at all times in the Manager's office, and copies shall be furnished to all owners and operators of aircraft based at the Airport.

Rule 8.2 Conflict of Rules & Regulations -- If and where there are conflicts in these Rules and Regulations and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. If and where there exists a conflict between any of these Rules or Regulations and any applicable Authority rule or regulation applicable to the same area, the more stringent limitation or requirement shall govern and prevail.

Rule 8.3 Penalty for Violation -- The Manager may deny use of the Airport for a period up to ninety (90) days for any person violating or refusing to comply with any of these Rules or Regulations pending a hearing by the Authority. Upon such hearing, such person may be deprived of further use of the Airport and its facilities for a period of time or permanently as may appear necessary for the protection of life and property. The Manager or the Authority may request authorized law enforcement officers to investigate any suspected violation of these Rules and Regulations. A violation of these Rules and Regulations by a Tenant will also be considered a material breach and violation of the Tenant's lease and will be grounds for terminating said lease and eviction.

This policy was adopted by a majority vote of the Mount Airy / Surry County Airport Authority on the 21st day of November 2019.



Chairman



Clerk

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I acknowledge that I have received and read a copy of the Mount Airy / Surry County Airport Rules and Regulations and will comply with said rules.

Print Name: _____

Signature: _____

Date: _____

WITNESS:
