# MUSIC CITY EXECUTIVE AIRPORT AUTHORITY

## GALLATIN, TENNESSEE AIRPORT RULES AND REGULATIONS

Adopted by the Authority

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Don Drayton Chairman

MUSIC CITY EXECUTIVE AIRPORT AUTHORITY

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## **CHAPTER I - STATEMENT OF POLICY**

#### **Section 1 - General Provisions**

A. These airport rules and regulations and minimum standards, hereinafter referred to as "regulations and standards," are adopted to establish the necessary administrative, operational and safety regulations and standards for the management, governance, and use of the MUSIC CITY EXECUTIVE AIRPORT. The planned, controlled, and professionally engineered growth of the Airport, through FAA and state Airport Improvement Program Grants, is identified as a primary objective to promote economic development and industry in Sumner County. This supplementary economic development and growth will result in additional employment opportunities and provide a superior Airport facility for the aviation community. A key purpose of this controlled growth, and the regulations and standards, is to enhance the ability of the Airport to fulfill its role as a Reliever to Metro-Nashville Airport and the State Air Transportation System Plan. These regulations and standards apply to everyone using the Airport and must be observed.

#### **Section 2 - Definitions**

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- AC means an Advisory Circular issued by the FAA.
- ADO means FAA Airports District Office (or field office).
- AGL means an altitude expressed in feet measured above ground level.

**AIM** - means Aeronautical Information Manual which is a publication containing basic flight information and air traffic control procedures designed primarily for use as a pilot's instructional manual in the National Airspace System of the United States.

**Aeronautical Activities** - means any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Aeronautical activities include, but are not limited to: air taxi and charter operations, pilot training, aircraft rental, aircraft hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, sale of aviation petroleum products, repair or maintenance of aircraft, sale of aircraft parts, and any other activities which directly relate to the operation of aircraft. In contrast, examples which are not "Aeronautical Activities" include: ground transportation (taxis, car rentals, limousine service, etc.), restaurants, in-flight food catering, and auto parking lots.

Agency - means any federal, state, or local government entity, unit, agency, organization,

authority, or body.

**Agreement** - means a written contract executed by the Authority and an entity granting a concession, transferring rights or an interest in land, improvements, or otherwise authorizing the conduct of certain activities.

Air Charter- means the commercial aeronautical activity of providing air transportation of persons or property for hire on a charter basis as defined and regulated by the FAA.

**Aircraft** - this includes, but is not limited to airplanes, airships, helicopters, gliders, gyrocopters, ground effect machines, sailplanes, amphibians, ultra lights, and seaplanes.

**Aircraft Fuel** - means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine which includes any substance (solid, liquid or gaseous) used to operate any engine of an aircraft or vehicle.

**Aircraft Line Service** - means providing the necessary equipment supplies and trained personnel for Aircraft apron assistance, towing, parking, and tiedowns within the leased premises.

Aircraft Management Operation - means a commercial operator engaged in the business of providing aircraft flight dispatch, flight crews, or aircraft maintenance coordination on behalf of an aircraft owner.

**Aircraft Owner -** means an entity holding legal title to an aircraft, or an entity having exclusive legal possession of an aircraft.

Aircraft Parking and Storage Areas - means those hangars and apron locations of the Airport designated by the Authority for the parking and storage of Aircraft.

Aircraft Rental - means the commercial activity of renting or leasing Aircraft to the public for compensation.

**Aircraft Sales** - means the commercial activity of the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

**Airframe and Power Plant Maintenance** - means the commercial activity of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making modifications and alterations to Aircraft, Aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, as now or hereafter amended. This category of service also includes the sale of Aircraft parts and accessories.

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**Airframe and Power Plant Mechanic (AAP)** - means an entity that holds an Aircraft mechanic certificate for both airframe and power plant ratings issued by the FAA under the provisions of 14 CFR Part 35, as now or hereafter amended.

**Airport** - means the Music City Executive Airport and all of the real property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan or as it may hereafter be extended, enlarged or modified.

**Airport Manager** - means the designated person appointed by the MUSIC CITY EXECUTIVE AIRPORT AUTHORITY (hereinafter referred to as "Authority") to manage the Airport or his/her designee.

**Airport Operation Area** - (AOA) means the area of the airport used or intended to be used for landing, take off or surface maneuvering of aircraft including the associated hangars and navigational and communication facilities.

Airside - means any area of the Airport where aeronautical activities are conducted.

**Apron** - means those paved areas of the Airport within the movement area designated by the Authority for the loading and unloading of passengers, servicing, or parking Aircraft.

**Authority** - means the MUSIC CITY EXECUTIVE AIRPORT AUTHORITY of the State of Tennessee. The Authority shall include the Authority's elected and non-elected officials, officers, agents, personnel, contractors, successors, and assigns.

Avionics Sale and Maintenance - means the commercial activity of providing for the repair and service or installation of Aircraft radios, instruments, and accessories. Such operations may include the sale of new or used Aircraft radios, instruments, or accessories.

**Based Aircraft -** means an Aircraft which the Aircraft owner physically locates at the Airport for an undetermined period and whenever absent from Airport, is intended to be returned to the Airport for long-term storage.

**CASP** - means a Commercial Aeronautical Service Provider (also commonly known as a Fixed Base Operator FBO) which is duly licensed and authorized by written agreement with the Authority to operate at the Airport under strict compliance with such agreement, and pursuant to these regulations and standards.

**Certificate of Insurance** - means a written document provided by and executed by an insurance company or its authorized representative, evidencing the insurance coverages and limits of an Operator.

CFR - means the Code of Federal Regulations, as may be amended from time to time.

**Commercial Activity** - means any activity (including aeronautical activities) conducted at or on the Airport by any entity in which:

1. The exchange, buying, or selling of commodities, goods, services, or property of any kind at the Airport, or

2. Engaging in any activity (including aeronautical activities) on the Airport for the purpose of securing revenue, earnings, income, or compensation, whether or not such revenue, earnings, income, or compensation are ultimately exchanged, obtained, or transferred, or the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, or compensation producing activities on or off the Airport, or

3. Commercial activities include, but are not limited to, air charter, airframe and power plant maintenance, Aircraft rental, avionics sales and maintenance, fueling, and Commercial Aircraft ground handling.

Commercial Operator - means any entity engaging in commercial aeronautical activities.

County - means Sumner County, Tennessee and/or its representatives.

FAA - means the Federal Aviation Administration.

**FAR** - means Federal Aviation Regulations.

**Fixed Based Operator (FBO)** - means a commercial operator that is authorized to engage in the sale of products, services, and facilities to Aircraft operators and others and provides at a minimum the following services: aircraft fueling to include jet fuel, AvGas, Aircraft propellants, and Aircraft lubricants; Aircraft line services, passenger, crew, and Aircraft ground services, support and amenities and may include airframe, avionics and power plant maintenance; aircraft hangar rentals and tiedowns; along with air charter service and flight instruction.

**Flight Training** - means the commercial aeronautical activity of instructing pilots in dual and solo flight, in fixed or rotary wing Aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilot licenses and ratings. Flight training includes any portion of a flight between two or more Airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.

**Flying Club** - means an organization established to promote flying for pleasure, restoration and preservation of historic aircraft, development of skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

**Fueling** - means the transportation, delivering, dispensing, storage, or draining of fuel or fuel waste products.

**Full Service CASP** - means a Commercial Aeronautical Service Provider who provides retail aviation fuel and oil sales and aircraft maintenance per the Standards in Chapter III.

**Hazardous Material** - shall refer to, and include, without limitation, all substances whose use, handling, treatment, storage, disposal, discharge, or transportation is governed, controlled, restricted, or regulated by laws propagated by Federal, state, or local enactments.

Heavy Twin - means a multi-engine aircraft with a gross weight exceeding 12,500 pounds.

**IFR** - means Instrument Flight Rules which govern the procedures for conducting instrument flight.

**Improvements** - means, without limitation, all buildings, structures, and facilities including pavement, concrete, fencing, signs, lighting, and landscaping, which are constructed, installed, or placed on, under, or above any land on the Airport.

**Individual Users** - includes individual pilots, aircraft owners, tie-down and T-hangar renters; transient users, and other individual users of the Airport.

Landside - means all buildings and surfaces used by surface vehicular and pedestrian traffic on the Airport.

**Lease** - means the written contract between the Authority and a commercial Operator or other entity specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities or property.

Leased Premises - means the defined land and improvements that is the subject of a lease.

**Lessee -** means an entity that has entered into a lease with the authority to occupy, use, or develop land or improvements or to engage in aeronautical activities or related uses.

**Light Sport Aircraft** - means an Aircraft intended for recreation per 14 CFR Part 1.1 and also commonly known as ultralights, microlights, advanced ultralights, powered parachutes, weight shift control, lighter than air, amateur-built Aircraft, and standard category Aircraft.

Light Twin - means a multi-engine aircraft with a gross weight of less than 12,500 pounds.

MSL - means an altitude expressed in feet measured from Mean Sea Level.

**Minimum Standard** - means the standards which are established by the Authority as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

NFPA - means National Fire Protection Association.

**NOTAM** - means a "Notice to Airmen" published by the FAA.

**Permit** - means an administrative approval issued by the Authority to conduct a commercial aeronautical activity at or on the Airport; to provide authorized services to based and transient Aircraft at or on the Airport from facilities and locations where such services are authorized. Permits may be issued for any aviation-related activity including non-commercial operations.

**Personnel** - means any individual employed by an entity whereby said entity collects and pays all associated taxes (e.g., social security and Medicare) on behalf of an individual and includes any individuals under contract as temporary workers with an employment service.

**Proprietary Aeronautical Activity** - means an activity as prescribed by FAA Advisory Circular 150/5190-6 (Exclusive Rights at Federally Operated Airports), in which the Authority may engage while denying others the right to engage in the same activity.

**Self-Fueling** - means the fueling of Aircraft by the Aircraft owner or the Aircraft owner's personnel.

State - means the Tennessee State Department of Transportation.

**Sublease** - means a written agreement, consented to and approved by the Authority, stating the terms and conditions under which a third party private or commercial Operator leases space from an entity currently holding a lease from the Authority.

**Taxiway** - means a defined path established for the movement of Aircraft around the Airport tarmac.

**Tiedown** - means an area paved or unpaved, suitable for parking and mooring of Aircraft wherein suitable anchor points are located.

**Unicom** - means a non-governmental communication facility which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.

#### Section 3 - Non-Commercial Permits

- A. The Airport Authority will require the following permits for all based and public users at MUSIC CITY EXECUTIVE AIRPORT:
  - 1. Aircraft Storage Permit permit will be used to identify all based aircraft, their owners and provide for accurate contact information in the event of an emergency. All aircraft based on the airport longer than 30 days will be required to apply for the Aircraft storage permit. Permits are not required

for transient aircraft or aircraft not based on the field under repair. All Aircraft determined to be Based Aircraft (staying at the airport for 30 days or more) as described within this paragraph will rent from the Authority tiedown or hangar space unless alternative storage is approved by the Authority. Aircraft determined to be transient aircraft may rent from either the Authority or a CASP approved to provide transient storage

- 2. Aircraft Self-fueling Permit will be issued to based aircraft owners who use auto gas to power their aircraft. Permit holders shall conform to the best practices for refueling found in NFPA 407 and FAA Advisory Circular 150/5230, as amended.
- 3. Special Events or Temporary Activity permit this permit will be issued to all users wishing to conduct special events, fly-ins, aircraft displays and minor construction activities on the field.

No activity shall be conducted by any person based at the Airport without said person being in possession of a valid Permit. Issuance of a permit does not entitle the holder to possess, occupy or exclusively use any portion of the Airport, grant any exclusive right to conduct any activity, or authorize any conduct prohibited by the Minimum Standards.

B. Permit applications

Except as specifically stated otherwise in this chapter, a request for a permit is subject to approval by the Authority as indicated in the Airport Minimum Standards. Each application for a permit shall be accompanied by the following:

- (1) A permit application;
- (2) Proof of Insurance
- (3) Such other information as the Airport Manager may reasonably request.
- C. Permit display

Aircraft Storage and Self-fueling permit holders shall conspicuously display the permit in their hangar. Special event permit holders shall maintain physical possession for the duration of the permitted activity.

D. Permit fees

The Authority reserves the right to charge an administrative fee for the issuance of Noncommercial permits.

E. Duration of permit

The permit shall remain in effect so long as the permittee complies with all of its terms, conditions, and covenants.

F. Nonwaiver of defaults

The waiver by the Authority of any breach by the permittee of any term, covenant, or condition of any permit shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of the permit. No term, covenant, or condition thereof can be waived except by the written consent of the Airport Manager, and forbearance or indulgence by the Authority, in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by permittee, and until complete performance by permittee of the term, covenant, or condition, the Authority shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.

G. General conditions for all permits

The Authority is neither a joint venture with, nor a partner or associate of, the permittee with respect to any matter provided for in the permit. Nothing herein contained shall be construed to create any such relationship between the parties or to subject the Authority to any obligation of the permittee whatsoever. The permit is a license and not a lease.

#### Section 4 - Airport Manager

The Airport Manager is authorized to take all actions necessary to regulate, benefit and protect the public who use the Airport, and to oversee all Airport operations consistent with these regulations and standards, and the laws of the State of Tennessee. The Airport Manager is the MUSIC CITY EXECUTIVE AIRPORT AUTHORITY's representative at the Airport. And will perform duties as specified in the Airport Manager's Job Description as approved by the Authority.

#### **Section 5 - Rules and Regulations**

All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport, and all business and other activities at the Airport shall be conducted in conformity with these regulations and standards, and all pertinent statutes, ordinances, laws, rules, regulations, orders and rulings of the FAA, the state, and the NFPA, which are made a part of these regulations and standards by this reference. In the event of any conflict between these regulations and standards and any statute, ordinance, law, rule, regulation, order or ruling of any governmental entity cited in this section and exercising the same or similar jurisdiction, the latter shall prevail.

#### **Section 6 - Special Events**

No special event, including but not limited to air shows, air races, fly-ins, skydiving or the event requiring the general use of the Airport, other than normal or routine Airport traffic, shall be held unless a permit for the event has been granted by the Authority. Said permit shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the Authority may require and the permit define.

#### Section 7 - Public Use

The Airport shall be open for public use 24 hours per day, 365 days per year, subject to restrictions due to weather, the conditions of the Airport Operations Area, and special events as may be determined by the Authority. The Airport is provided by the Authority for the use, benefit and enjoyment of the public.

#### Section 8 - Common Use Areas

Common use areas include all runways for landing and take-off, taxiways, Airport lighting, and all apparatus or equipment for dissemination of weather and wind information, for radio or other electronic communication and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All parallel and connector taxiways shall be common use areas. All apron taxiways through leased areas shall be considered common use areas available for use, in common, by all persons flying or operating aircraft on the Airport and shall be kept clear and available for aircraft traffic. T-hangar taxi lanes are also considered common use areas. No CASP or other person shall use any common use areas for the parking or storing of aircraft, the repair, servicing or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent of the Authority.

#### Section 9 - Vehicular Traffic and Parking

The traffic laws of the State of Tennessee shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. All traffic, informational, and warning signs shall be obeyed. Except for fire-fighting equipment, ambulance and emergency vehicles, no person shall take or drive any vehicle on the Airport, other than on established streets, roads, and vehicular parking facilities, unless permission has been first obtained from the Airport Manager or in his absence, designated Full Service CASP manager. This permission is not required for personal vehicles operated onto the tie-down ramp areas to and from parked aircraft, or to the hangar areas by hangar renters. The pilot in command of said aircraft, or his authorized representative must operate the vehicle onto the ramp area. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at the owner's expense. In addition to the foregoing, the following rules apply to vehicles operated on the Airport.

A. No person shall operate a motor vehicle on the Airport in a reckless or negligent manner. Except for fire, emergency, or law enforcement vehicles, no person shall operate a motor vehicle on the Airport Operation Area portion of the Airport in excess of 15 MPH.

- B. Pedestrians and aircraft shall have the right of way at all times. When vehicles are operating on the Airport Operation Area, they shall pass to the rear and at least 75 feet clear of taxing aircraft and maintain a distance that will prevent damage and/or injury from prop-wash or jet blast. Access to hangars shall be from the respective hangar access roads at the north or south end of the field or via the motorized gate at the transient ramp. Any damage to the ramp incurred by a privately-owned vehicle will be at the responsibility of the owner.
- C. When parking on the tie-down or transient apron, vehicles shall be parked clear of taxi lanes and parked aircraft so as not to endanger, damage, or interfere with such aircraft.
- D. The operator of any vehicle must have a valid driver's license and be qualified to drive the vehicle being operated.

#### Section 10 - Advertising and Signs

No signs or other advertising shall be placed or constructed upon the Airport, or any building, or structure, or improvement thereon without first having obtained a permit from the Authority. The Authority may refuse permission for such signs if it determines that such signs are undesirable, unnecessary, or may create a safety hazard.

#### Section 11 - Acceptance of Rules by Use

The use of the Airport shall constitute an acceptance by the user of the regulations and standards and shall create an obligation on the part of the user to obey the regulations and standards.

#### Section 12 - Regulations and Standards Made Available

All persons permitted to do business on the Airport shall keep a current copy of the regulations and standards in their office or place of business and shall make the copy available to all persons.

#### **Section 13 - Pedestrians**

All pedestrians at the airport shall remain behind the fenced operations areas unless arriving or departing in an aircraft or with the knowledge and consent of the Authority representatives or the Airport Manager and/or his representatives.

## **CHAPTER II - AIRCRAFT OPERATION AND AIRPORT TRAFFIC**

#### Section 1 - General

A. Every person operating an aircraft shall comply with and operate such aircraft in conformity with procedures required by the FAR or recommended in the AIM, and these

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regulations and standards and all pertinent statutes, ordinances, laws, rules, regulations, orders, and ruling of the FAA, State and other appropriate governmental agencies. Each person operating an aircraft is responsible for the safety of his operation and the safety of others exposed to such operation.

- B. Due to the density of traffic at the MUSIC CITY EXECUTIVE AIRPORT, all aeronautical activities other than the activities specifically described and allowed herein, shall be submitted to the Authority in writing for permitting prior to engaging in such aeronautical activity. The written request should thoroughly describe the activity, the operations, and all provisions for ensuring the safety of such operations. The required aeronautical activity shall not be conducted until properly coordinated and permitted in writing by the Authority and until all other prerequisites to conducting such activity have been satisfied.
- C. All pilots of aircraft having radio equipment permitting two-way communications should contact the Airport Unicom to obtain airport advisory information and announce their intentions when they are within ten (10) miles of the Airport.
- D. A left-hand traffic pattern is made a part of these regulations and standards and each person operating an aircraft shall comply with such, with straight-in approaches being prohibited unless the operational requirements of the aircraft dictate otherwise.
- E. All aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport.
- F. Aircraft shall not be operated carelessly or negligently or in disregard of the rights or safety of others.
- G. If the Airport Manager, or in his absence the designated representative, believes the conditions at the Airport are unsafe for takeoffs or landings, it shall be within his authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable time so the unsafe condition may be corrected.
- H. In the event that any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified by the pilot in command of the aircraft or a CASP if the pilot in command is unable to give notice. Subject to governmental investigation and inspection of the wrecked or damaged aircraft, the owner or pilot of the aircraft or the owner's agent or legal representative shall take immediate action to move the aircraft from all landing areas, taxiways, ramps, tie-down areas and other traffic areas, and move it to a place designated by the Airport Manager. No such aircraft shall be permitted to remain exposed to view on the Airport for more than 24 hours. If the owner of the aircraft fails for any reason to remove the wrecked or damaged aircraft from the Airport as may be required by the Airport Manager or to remove it from the

Airport Operations Area as herein indicated, the CASP to perform this function may cause the removal and storage or disposal of such wrecked or damaged aircraft at the sole expense of the aircraft owner.

- I. Every aircraft owner, operator or lessee shall pay when due all charges for services received or premises, equipment, or goods leased or purchased.
- J. Prior to testing, any aircraft under the category of experimental limited or restricted not certified shall comply in full to the satisfaction of MCEAA by:
  - 1. Notifying the Authority in writing of its desire to test flight;
  - 2. Executing a hold harmless agreement holding the MCEAA harmless from any liability arising out of the test; and
  - 3. Providing to the MCEAA a certificate of insurance for an amount of liability insurance appropriate to the flight test or tests being conducted.

#### Section 2 - Parked Aircraft

- A. No person shall park, store, tie down or leave any aircraft on any area of the Airport other than that designated by the Airport Manager or by a Full Service CASP subject to approval of the Airport Manager.
- B. The pilot or owner of an aircraft shall properly secure the aircraft while it is parked or stored. Aircraft pilots or owners are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Aircraft pilots or owners shall also be responsible for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the airport in the event of wind or other severe weather. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or the pilot of such aircraft to comply with this rule.
- C. Separate areas shall be designated by the Airport Manager for CASP aircraft and itinerant tie-downs. No person shall use any aircraft anchoring or tie-down facilities when such facilities are already in actual use by, rented or designated by the Airport Manager for use by another person. Based Aircraft (those staying at the airport 30 days or more) will acquire tie-down or hangar space from the Authority unless alternative storage is approved by the Authority. Transient aircraft may acquire space from either the Authority or a CASP approved to provide transient storage.
- D. Repairs to aircraft or engines shall be made in the areas designated for this purpose by the Authority, and not on any part of the landing area, taxiways, ramps or fueling service areas.

- E. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft.
- F. No aircraft engine shall be run up unless the aircraft is in such a position that the propeller or turning engine blast clears all hangars, shops, other buildings, persons, or other aircraft, automobiles, or vehicles in the area, and the flight path of landing aircraft.

#### Section 3 – Hangar Use

- A. All tenants shall be familiar with the Standard for Aeronautical Use of Hangars, listed in FAA 14 CFR, Chapter 1. Aeronautical uses for hangars include:
  - a. Storage of active aircraft.
  - b. Final assembly of aircraft under construction.
  - c. Non-commercial construction of amateur-built or kit-built aircraft.
  - d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  - e. Storage of aircraft handling equipment, e.g., towbars workbenches, and tools used in the servicing, maintenance, repair or outfitting of aircraft.
- B. Non-aeronautical items shall not be stored in hangars if they:
  - a. Impede the movement of the aircraft in and out of the hangar.
  - b. Displace the aeronautical contents of the hangar. (A vehicle parked at the hangar while the aircraft is in use will not be considered to displace the aircraft).
  - c. Impede access to aircraft or other aeronautical contents of the hangar.
  - d. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar.
  - e. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.
- C. The time that an inoperable aircraft may be stored in a hangar will be 12 months. An inoperable aircraft for purposes of this document is an aircraft that is mechanically unable to operate or lacks proper legal certifications and inspections required for operation. Upon request by the Authority or Airport Manager, the owner/tenant shall produce for inspection all certifications and inspection records necessary to demonstrate aircraft

operability. If the aircraft does not have proper certifications, or updated inspection records due to unforeseen circumstances after the initial 12 months, a written letter from the aircraft owner, or certified mechanic must be submitted to the Airport Manger to determine if an extension may be warranted. In extenuating circumstances, the tenant may choose to appeal this restriction in accordance with Chapter IV, Section 2, Denial of Use, paragraph D. An inspection by the Airport Manager will take place every January to ensure that aircraft have proper certifications and inspection records.

- D. Pop-Hangar Maintenance Standard
  - a. Owner agrees to maintain the Hangar in a neat, orderly and safe condition. The exterior of all structures upon Premises shall be maintained free of rust, peeling paint, broken windows, or damaged roofing materials, panels, trim, doors and other exterior components. All dilapidated exterior components shall be repaired or replaced at the sole cost of the hangar owner. The interior of all structures on Premises shall be kept neat, clean and safe.

#### Section 4 - Taxiing

- A. All aircraft shall be taxied at the lowest reasonable speed.
- B. Aircraft awaiting take-off shall stop off the runway in use and in a position so as to have a direct view of aircraft approaching for a landing and shall give full right-of-way to such approaching aircraft.
- C. 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.
- D. Aircraft on the taxiway must stop before entering the runway and allow aircraft which are exiting the runway in use to clear the runway. Aircraft clearing the runway after landing have the right-of-way over aircraft on the taxiway preparing to enter the runway.
- E. Back-taxiing on any runway shall be done only if it can be done safely and only when associated taxiways are closed and when no other taxiing route is available.

#### Section 5 - Traffic Rules

- A. All pre-takeoff checks should be completed before taxiing to takeoff position on the runway.
- B. All aircraft taking off shall proceed straight ahead to an altitude of at least 500 feet AGL and, after ascertaining there is no danger of collision with other aircraft, shall then follow normal practice as outlined in the AIM.
- C. Calm Wind (variable < 3kts) Runway is runway 17.

- D. All aircraft intending to remain in the traffic pattern shall climb to the pattern altitude of 1,000 feet AGL (1600 feet MSL) for singles and light twins, and 1,500 feet AGL (2100 feet MSL) for heavy twins following procedures as described in the AIM. Aircraft having flight characteristics which make the above procedure impossible shall be flown at approach altitudes for that type of aircraft and shall conform to the pattern as nearly as possible as described in this section.
- E. Helicopters operating in the traffic pattern shall be flown IAW figure A. The helicopter pattern is 700 feet AGL (1300 feet MSL) right-handed, opposite normal fixed wing operations, and closer to the airport. Helicopters will make all approaches to runway centerline. Helicopters will hover taxi over hard surfaces only and when clear of fixed wing aircraft, proceed to their final destination on the airfield (transient parking, hangar, etc.). Helicopters will exercise extreme caution to avoid down wash in the vicinity of parked aircraft while hover taxing to the final landing spot on the airfield. Helicopter refueling will be conducted via fuel truck and no flights will be in the vicinity of the fuel farm.
- F. All IFR approaches in VFR weathers conditions should be conducted in accordance with the applicable FARs and recommended procedures in the AIM.
- G. Turns in the fixed wing pattern shall be to the left.
- H. No aircraft, ultralight or otherwise, other than helicopters, may take off from or land on any taxiway, ramp or aircraft parking area within the airport's control, except in an emergency.
- I. Light Sport Aircraft turf operations will be from an area designated for that purpose. Turf operations will be at the Pilot/Operators own risk and in accordance with FAA advisory Circular AC No. 90-66A, section 9-c and MCEAA Rules and Regulations.

#### **Section 6 - Landings**

- A. Aircraft entering the traffic pattern shall do so as described in the AIM.
- B. All aircraft shall turn off the runway as soon as reasonably possible after landing and taxi only on designated taxiways.

# Section 7– Ultralight Vehicle, Powered Parachute and Paraglider Setup and Operations

- A. Ultralight, Light Sport shall land and takeoff only in designated areas and:
  - 1. Ultralight operators shall yield the right-of-way to fixed and rotary wing aircraft.

- 2. Ultralight traffic shall avoid low altitude flight over hangars and residential areas.
- B. Communications: It is strongly recommended that pilots of Ultralight and Light Sport vehicles arriving, departing or operating in vicinity of the airport be equipped with twoway radios capable of maintaining communications with other aircraft by monitoring and reporting on the CTAF/Airport Unicom frequency, (123.05 MHz).
- C. Powered Paraglider and powered parachute staging.
  - 1. Tricycle and Carts may be unloaded, assembled, and preliminary preflight performed on the ramp then taxied to the takeoff area.
  - 2. Trailers and vehicles are not to be left on in the Aircraft Operations Area (AOA) and must be parked in the automotive parking areas.
  - 3. Backpack Paragliders may be transport to the takeoff are by motor vehicle. The motor vehicle must proceed directly from the gate to the takeoff area with headlights on and emergency flashers in operation, at a speed no greater than 15 MPH, maintaining a safe separation from parked aircraft and yielding right of way to any and all taxiing aircraft. Once the backpack equipment is unloaded the motor vehicle is to proceed directly to the auto parking area. Maximum allowable transition time will be 15 minutes. At no time shall the motor vehicle enter the runway safety area (150 feet from the center line of the runway), or cross over the hold short marking on the taxiways leading to the runway.
  - 4. Powered parachutes and powered Paragliders shall not use the runway.
  - 5. Runway over flight shall be at midfield and at the same pattern altitude designated for ultralight aircraft by FAA AC 90-66A, section 9c.
- D. Entry / Exit into or from the traffic pattern shall be conducted in accordance with FAA Advisory Circular AC 90-66A, section 9-c, Appendix 2.
- E. Pilots / Operators shall obey all applicable Federal Aviation Regulations (FAR) under Part 103 and Part 91 when operating in and out of the Airport. This includes familiarization of the Airman's Information Manual (AIM) (AC-103-7) and FAR 103.11 restricting flight to the hours between sunrise and sunset.

#### Section 8 - Fire Prevention and Aircraft Self-Fueling

A. General - The purpose of this section is to provide fire prevention and self-fueling regulations and standards for persons who service or fuel their own aircraft. Persons who intend to use flammable or volatile liquids on the Airport and/or fuel their own aircraft shall do so in accordance with the requirements of the National Fire Protection Association

(NFPA) 407 Standard for Aircraft Fuel Servicing, and the FAA Advisory Circular 150/5230 (as amended). FAA Advisory Circulars shall prevail in the event of a conflict:

- 1. Flammable or Volatile Liquids No person shall use flammable or volatile liquids having a flash point of less than 100 degrees Fahrenheit in the cleaning of aircraft, aircraft engines, propellers, appliances, or for any other purpose. The procedures and precautions outlined in the criteria of NFPA pamphlet 41O-D (Safeguarding Aircraft Cleaning, Painting, and Paint Removal) and NFPA pamphlet 41O-F (Aircraft Cabin Cleaning and Refurbishing Operations) are hereby incorporated by reference and made a part of this chapter as if fully set out herein, and shall be adhered to in all cleaning, painting, and refurbishing operations using flammable and volatile fluids, including the storage of such fluids. No rags soiled with flammable substances shall be kept or stored in any building on the Airport with the exception of Authority-approved aircraft maintenance facilities, but only if kept or stored in a manner acceptable to the City or County Fire Marshall.
- 2. Cleaning and Liquid Disposal No person shall clean any engines or other parts of an aircraft in any hangar with flammable substances. Fuels, oils, dopes, paints, solvents, acids, and any other hazardous waste shall not be disposed of or dumped into drains, on the aprons, catch basins, ditches or elsewhere on the Airport. Such liquids shall be disposed of at an approved waste disposal point off Airport property.
- 3. Cleaning Floors Floors shall be kept clean and free of oil. The use of volatile or flammable solvents for cleaning floors is prohibited.
- 4. Drip Pans If required by aircraft design, drip pans shall be placed under engines and kept clean.
- 5. Fueling Operations No fixed-wing aircraft shall be fueled while its engine is running, or while in a hangar or other enclosed place. Adequate connections for grounding of electricity shall be continuously maintained during fueling. Persons may only self-fuel aircraft owned by them provided such operation is conducted in accordance with NFPA 407 and ATA 103 and these regulations and standards. Self-fueling shall be conducted only in those areas designated by the Authority or the Airport Manager. Full service CASPs may fuel aircraft in areas other than the designated self-fueling areas identified by the Authority.
  - a. No smoking of any kind within 50' of a fueling operation.
  - b. No smoking of any kind on airport ramps at any time.
  - c. Small quantities up to five gallons of fuel may be stored in

appropriate containers for use in powering auxiliary equipment.

- B. Fuel Storage Except as noted in A, 5, c, no fuels shall be stored on Airport property other than in the bulk storage and distribution systems (Fuel Farm) owned and maintained by the Authority.
- C. Fuel Servicing Vehicles A person operating on the Airport electing to, with the written permission of the Airport Manager, use fuel servicing vehicles (hereinafter referred to as "refuelers") for the purpose of personally dispensing fuel into their own aircraft, must meet the following rules:
  - 1. The person may lease or own the refueler.
  - 2. Refuelers and their systems shall be maintained and operated in accordance with Environmental Protection Agency (EPA), Federal, State, and local codes covering fuel dispensing on Airports, and NFPA 407 (latest edition). The application sections of FAA Advisory Circular 150/5230-4a (with revisions) shall also be followed as well as ATA 103 of the Air Transport Association standards for fuel quality control.
  - 3. Refuelers shall not be stored or parked on Airport property. Refuelers shall be parked or positioned on Airport property only when actually dispensing fuel to the owner's aircraft. Once fuel dispensing is complete, refuelers shall be immediately removed from Airport property. Full service CASPs, permitted by written agreement with the Authority, shall be exempt from this requirement.
  - 4. Refuelers shall use only the entrance, exit, and route designated by the Airport Manager during the transportation of fuel onto and off the Airport.
  - 5. Operator of the refuelers shall purchase and maintain in force insurance that will, in the opinion of the Airport's Risk Manager, protect the refueler operator and the Authority from claims which may arise out of or result from the fueling services performed, whether such services are performed by CASP officers or employees, or by anyone for whose acts anyone of them may be liable. The insurance coverage shall be such as to fully protect, in the opinion of the Airport's Risk Manager, the Authority and the general public from any and all claims for injury or damage or both resulting or arising from any actions or omissions on the part of the refueler operator, its officers or employees. The refueler operator shall furnish the Authority with a Certificate of Insurance naming the Authority as an additional insured for all coverage in addition to updated Certificates of Insurance reflecting any and all changes to the refueler operator's insurance coverage including, but not limited to, changes in coverage terms, coverage limits, insured risks, agents or insurers. Should

any of the coverage be canceled, the issuing company or its agent will mail a thirtyday written notice of such cancellation to the Authority.

- 6. Refueler operation shall be accountable for any damages, fuel spills, or environmental contamination resulting from its negligent operations, or equipment malfunction. All such damages shall be paid for by the refueler operator. Adequate environmental insurance or proof of financial ability to clean up a major spill must be provided to the Authority prior to bringing fuel servicing vehicle onto Airport property and conducting refueling activity. Refueler operators shall be fully responsible for the protection of all persons, including members of the public, employees of other contractors or subcontractors, and all public and private property which is affected by work performed by or on behalf of the refueler operator.
- 7. Each refueler shall be conspicuously marked in letters of contrasting color, with the word "flammable" on both sides and rear of the cargo tank, and with the wording "emergency shutoff" and other appropriate operating instructions required in letters at least two inches high. Each refueler will also be conspicuously marked on both sides and rear with the type and grade fuel it contains in appropriate color schemes.
- 8. A refueler cargo tank shall be supported by and attach to, or be part of, the vehicle upon which it is carried.
- 9. Refueling with non-public refuelers shall be conducted only in those areas designated in writing by the Airport Manager or the Authority.
- Contracts Prohibited An aircraft owner shall not contract with or permit a second party, such as a fuel service company or fuel contractor, to refuel his aircraft. Refueling by such a second party is considered a commercial aeronautical activity.
- D. Fuel Flowage Fee Aircraft owners who choose to self-fuel, with fuel that is not otherwise available through the Full Service CASP, shall pay a fuel flowage fee equal to rates charged to all other entities by the Authority. All other self-fuelers shall pay a fuel flowage fee to the Authority. A fuel flow report, invoice, or receipt with the appropriate remittance shall be provided to the Airport Manager monthly for the fuel dispensed on the Airport during previous month. These fees shall be set and adjusted annually and provided in writing to all self-refuelers.

#### E. Fuel Storage Facilities

Any entity engaged in fuel storage at the Airport shall be liable and shall defend, indemnify, save, protect, and hold harmless the Authority for all leaks, spills, or other damage that may result from Fuel Handling. Fuel storage facilities shall be operated and maintained in

accordance with practices recommended by the NFPA (NFPA 407), ATA 103 of Air Transport Association standards for fuel quality control and in full compliance with Legal Requirements and shall be approved by all Agencies having jurisdiction. Fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the practices recommended by the NFPA and in full compliance with Legal Requirements. No installation or operation of Fuel storage facilities shall be initiated prior to receiving approval from the Authority in a location on leased premises authorized for such storage and in compliance with the PMCDs and all other Legal Requirements.

> All vehicle and/or pedestrian gates leading into Fuel storage facilities shall remain closed, locked, and secured except when actually in use.

#### 6.2. Commercial Self-Serve Fueling (Avgas Only)

**Introduction** – Entities using a Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of these Rules and Regulations.

**Training** – No person shall engage in Fuel Handling until that person is properly trained (including any training programs required by the Commercial self-serve fuel pump operator) or possesses a valid and current pilot's license.

#### 6.3. Non-Commercial Self-Fueling (Jet Fuel and Avgas)

**Introduction** – Any entity engaged in Non-Commercial Self-Fueling of Jet Fuel or Avgas shall comply with this Section and all applicable provisions of Section 6.1 of these Rules and Regulations. Non- Commercial Self-Fueling is defined as fueling of an Aircraft by the Aircraft Owner or the Owner's employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

**Agreement** – No Aircraft Owner or Aircraft Operator shall engage in Self-Fueling unless a valid Non- Commercial Self-Fueling Agreement is executed between Lessee (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Agreement shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Agreement by reference. Self-Fueling Permittee shall provide evidence of Aircraft ownership, lease, or operation (full and exclusive control).

- $\Rightarrow$  If the Aircraft is being leased or operated by (and under the full and exclusive control of) and Fueled by Self-Fueling Permittee,
- ⇒ Self-Fueling Permittee shall provide the Authority with a copy of the lease or operating agreement. The Airport Manager in consultation with Authority Counsel may determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the Aircraft.

Self-Fueling Permittee shall comply with State of Tennessee Department of Revenue regulations pertaining to aviation use fuel tax and Internal Revenue Service Publication 510 (Excise Taxes – Including Fuel Tax Credits and Refunds) when remitting payment in compliance with Publication 510. Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of Fuel utilized in Aircraft and provide records upon request by the Authority.

**Reporting** – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the Authority identifying the number of gallons of: (i) aviation Fuel purchased by Self- Fueling Permittee (by Fuel type), (ii) delivered to Self-Fueling Permittee's Fuel storage facility (by Fuel type), and (iii) dispensed to Self-Fueling Permittee's Aircraft at the Airport, and (b) pay the appropriate fees due to the Authority.

Records and meters shall be made available for review by Airport management or Authority personnel. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of Fuel delivered to Self-Fueling Permittee's Aircraft and/or dispensed by Self- Fueling Permittee at the Airport, the greater amount shall prevail and the Self-Fueling Permittee shall promptly pay all additional fees due the Authority at the Airport Manager's Office, plus interest as set forth in the Self-Fueling Agreement.

**Fueling Operations** – Self-Fueling shall be conducted only in those areas designated by the Authority as identified in the Self-Fueling Agreement.

- $\Rightarrow$  Self-Fueling at any other location at the Airport is prohibited.
- $\Rightarrow$  Pouring or gravity transfer of Fuel and Fueling from containers having a capacity of more than 5 gallons is prohibited.

**Fueling Equipment** – If utilizing a Refueling Vehicle for dispensing Fuel into Self-Fueling Permittee's Aircraft, the Refueling Vehicle shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee.

Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed as follows:

Refueling Vehicles		APC
Jet Fuel	Minimum capacity (gallons)	2,000
	Maximum capacity (gallons)	3,000
Avgas		
	Minimum capacity (gallons)	750
	Maximum capacity (gallons)	1,500

 $\Rightarrow$  Self-Fueling Permittee's utilizing an FBO Fuel storage facility must park the Refueling Vehicle on the FBO's Leased Premises when not in use.

**Fuel Storage Facilities** – Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:

⇒ through Self-Fueling Permittee's Fuel storage facility at the Airport in the designated Fuel storage area, which shall be determined by the Airport Manager in a location consistent with the Master Plan and Airport Layout Plan (ALP).

Self-Fueling Permittees authorized by the Authority shall lease land and own or lease an above ground Fuel storage facility in the designated Fuel storage area. as follows:

Fuel Storage Facility		APC
Jet Fuel		
	Number of tanks	1
	Minimum total capacity (gallons)	20,000
Avgas		
	Number of tanks	1
	Minimum total capacity (gallons)	10,000

Above ground Fuel storage facility tanks shall be self-contained, double-walled and comply with fire codes.

**Limitations** – Self-Fueling Permittee shall not sell and/or dispense Fuel to Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the Authority. Any such selling or dispensing shall be grounds for

revocation of the Agreement by the Authority as well as the collection of all applicable cost or other charges.

- $\Rightarrow$  Revocation upon first violation will be for a period of one year.
- $\Rightarrow$  Revocation upon a second violation shall be permanent.

**Public Agency** – Public entities responding to an emergency declared under the Tennessee Emergency Services Act, Government Code Sections 8550 et seq., are not required to meet the fueling equipment and fueling storage requirements identified in these Rules and Regulations when responding to the emergency; however, any such fueling activities shall require the written authorization from and be done in accordance with the Airport Manager's direction.

**Insurance** – Except as otherwise provided for herein, Non-Commercial Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth below:

- ⇒ General Liability (Combined Single Limit)
  - Each occurrence \$1,000,000
  - Unlicensed Vehicles \$2,000,000/\$5,000,000
- ⇒ Business Automobile Liability (Combined Single Limit)
  - Non-Movement Area \$1,000,000
  - Movement Area \$2,000,000
- $\Rightarrow$  Environmental Liability \$2,000,000

#### Section 9- Abandoned, Derelict or Lost Property

- A. Abandoned, derelict or lost property found in public areas at the airport including, without limitation, aircraft, vehicles, equipment, machinery, baggage, or parts thereof should be reported (and/or turned in) to the airport manager.
- B. Property, including aircraft, unclaimed by their proper owner 30 days after notice by the airport manager may be legally disposed of. Notice shall be sent by first class mail to the last known address of the owner if such address is known. If the address is unkown, the notice shall be published in a newspaper of general circulation in the city. The notice shall include a description of the property.
- C. Disabled, derelict or damaged aircraft or parts shall be stored out of public view or removed from the airport. Consideration is given to circumstances beyond the aircraft owner's or operator's control regarding maintenance issues. Any aircraft disabled, wrecked, or damaged and not removed 30 days after notice or posting from the airport manager may be considered abandoned and legally disposed of. Such determination shall be made at the discretion of the airport manager, or airport authorities' designee. Notice may be given by posting it on the aircraft or parts, first class mail to the last known address of the owner, or by publication in a newspaper of general circulation in the city.

D. Abandoning an aircraft anywhere on the airport is prohibited. To the extent required to restore normal airport operations, the airport manager, at the risk and expense of the aircraft operator or owner, may remove damaged aircraft without liability for damage arising from or out of such removal.

## **CHAPTER III - ADDITIONAL POLICIES**

#### Public Recognition Policy

- A. Any person may come before the MUSIC CITY EXECUTIVE AIRPORT AUTHORITY to voice their concerns, questions, or complaints regarding any items to be considered on the stated meeting agenda or items related to the operation and management of the Airport. Persons wishing to address the Board must sign in prior to the meeting being called to order.
- B. These comments will be limited to five (5) minutes per person.
- C. Any comments should be made in a courteous and civil manner and directed to the Authority as a whole.

#### **Electricity Usage Policy**

- A. Each T-Hangar on Airport property, whether rented or installed ground-lease terms (e.g., Port-A-Port), which is supplied electricity furnished by the Authority, shall have the following electrical devices under the basic fee arrangement:
  - 1. One (1) 100-watt light bulb;
  - 2. One (1) light switch;
  - 3. Three (3) duplex receptacles.
- B. Hangars with more than 30-amp capacity and/or continuous duty load requirements shall be charged an additional \$10.00 per month.
- C. Hangars with a maximum 30-amp capacity and non-continuous duty loads shall not be subjected to this additional assessment.

D. Tenants with a requirement for more than the basic 30-amp service should advise the Airport Manager in writing of their request.

*NOTE*: Tenants are respectfully asked to help the Authority to hold down costs by turning off lights when not in use and unplugging equipment such as air compressors, heaters, etc. which may run on an automated control.

#### Heating and Cooling (HVAC) Standards for Airport Owned Facilities

The Authority will establish HVAC use and policies for all Authority owned facilities and buildings to include the terminal/arrival and departure building(s), hangars, office spaces and maintenance areas at the MUSIC CITY EXECUTIVE AIRPORT to ensure proper care of these properties and conditions exist that are correct for the designated use of a particular facility. These minimums will be detailed within the Authorities "Minimum Operating Standards"

Because of limited electrical service to some facilities the Authority does not authorize installation of HVAC in facilities particular including "T" Hangars, Port-a-Port units and/or storage areas without prior approval by the Airport Manager as representative of the Authority. If approved all cost including but not limited to installation, electrical service upgrade to include installation of individual metered service, maintenance, monthly electrical cost and the cost of removal upon termination of occupancy will be the sole responsibility of the tenant/lessee.

#### **Courtesy Car Policy**

Use of the vehicle will be on a "first come, first served basis" and absent any prior arrangement, limited to 90-minute periods, allowing for trips to Gallatin and vicinity for meals, purchases of personal items, etc. Guest Pilot/Vehicle Operator, by accepting use of the courtesy car, accepts and agrees to the following terms and conditions.

- 1. Assume personal responsibility that the vehicle is in proper operating condition, clear of ice and snow in winter months and that visibility is unrestricted.
- 2. Agrees to obey Federal, State, and local traffic laws, drive with diligence, and abide by the provisions of the courtesy car policy at all times.
- 3. Vehicle shall be shut off, key removed, and vehicle locked when unattended
- 4. Off-road use is not permitted.
- 5. Use of tobacco products, to include vapor-producing devices, is not permitted inside the courtesy car.
- 6. Open alcoholic beverage containers are not permitted.
- 7. Driver shall not use a cell phone or any type of earphone while driving.
- 8. Driver assumes responsibility for all citations/fines arising from traffic or parking violations.
- 9. Only the driver signing for the vehicle may operate the vehicle.
- 10. The number of passengers may not exceed the number of safety belts. All

occupants are to wear safety belts at any time the vehicle is in motion.

- 11. Driver is responsible to ensure passengers are compliant with safety rules.
- 12. Accident reporting is required.
  - a. Call 911 if there are injuries
  - b. If there are no injuries, call local law enforcement.
  - c. Obtain and document all information for the accident report form kept in the vehicle
  - d. Provide the other party with insurance information kept in the vehicle, as well as your name, address, and phone number.
- 13. Drive with diligence, complying with state and local laws and regulations.
- 14. Final decisions as to safety, operating conditions, and condition of the vehicle rests with the driver.
- 15. Agrees that privilege to operate courtesy car shall be revoked upon failure to comply with terms and conditions of this courtesy car policy.

By signing below, Guest Pilot affirms possession of a valid driver's license and liability insurance, acknowledges receipt of these guidelines and agrees to comply with all terms and conditions.

Guest Pilot's Printed Name	Signature	Date
Mail address	Phone #	DL # and State

#### FBO Signature

<u>ATTACH PHOTOCOPY OF GUEST PILOT DRI VER'S LICENSE</u>. Retention period: One year from date of issue.

#### **Questions for the Airport Authority Policy**

- A. All inquiries of the Airport Authority or the Airport Manager shall be submitted in writing and either hand-delivered or mailed to the Authority's office at 1475 Airport Road, Gallatin, TN 37066.
- B. A list of the names of the Authority Members shall be posted outside the current Authority office in the Terminal Building.

#### **Complaints Policy**

- A. All complaints by any person or entity, other than a member of the Airport Authority, against a CASP for any violations of these Regulations and Standards or the terms of a CASP agreement, shall be submitted in writing and filed with the Airport Manager.
- B. The complaint shall be dated and signed by the person making the complaint, and shall specify details and facts such as dates, times, witnesses, etc.

C. Complaints involving the Airport Manager should be directed to an Officer of the Authority for investigation.

#### **Smoking Policies**

- A. The MUSIC CITY EXECUTIVE AIRPORT AUTHORITY has designated this airport a "No Smoking" facility. Other than two (2) designated areas, no smoking is allowed anywhere on the property.
- B. Smoking is specifically not permitted in any of the following areas:
  - 1. Inside any building.
  - 2. within 50 feet of any aircraft.
  - 3. Within 50 feet of any fueling device or equipment; e.g., trucks, fuel pumps, underground storage tanks, vent pipes, etc.
  - 4. All aircraft parking ramps and taxi aisles between T-Hangars.
  - 5. In the parking lots while outside the vehicle.
  - 6. On the runway side of the east (north/south) building line.
- C. The only two (2) designated smoking areas located on the premises are as follows:
  - 1. Under the canopy outside the west entrance to the Terminal Building.
  - 2. West end of the Maintenance Hangar.
- D. All CASPs and their employees, hangar owners and their employees, hangar renters, tie down renters, the Airport Manager, and the Airport Authority members are responsible for enforcing this policy as it regards to their customers, friends, guests, and other visitors while they are on Airport property.
- E. Repeat offenders may be barred from the premises and warned they could be charged with criminal trespassing if they continue to violate this policy.

#### **Non-Commercial Sailplane Operations**

- A. General The purpose of this section is to establish standard ground operating and safety procedures for the operation of glider aircraft at the Airport. Persons who operate glider aircraft shall comply with all items contained in this section.
- B. Communications An onboard radio capable of transmitting and receiving local Unicom is required due to density of traffic. Notification to personnel operating the Unicom base

station of the presence of glider operations for the purpose of pilot advisory information is also recommended.

- C. Standard Operating Procedures Operator shall submit written standard operating procedures to be reviewed by the Airport Manager, Airport Board, and the FAA Flight Standards District Office prior to operating at the Airport.
- D. Ground Operations: Personnel and Equipment Operator shall not exceed a specified number of motor vehicles (I) and personnel (3) to assist the glider and tow plane pilots while on the runways and taxiways without written approval from the Airport Manager. Said motor vehicle and personnel shall be pulled back from, remain clear of the runway safety area (250' feet from centerline), and not obstruct any aircraft taxiway when not required for glider operations. Motor vehicle must be equipped with yellow rotating lights and aircraft radio while in use in the AOA. No more than (2) glider passengers will be present in the staging areas at one time. Said passengers will be escorted to and from the staging area, from the terminal building by a member of the operating personnel referenced above and remain outside the 250-foot safety area except while actually acting as a passenger in the glider.
- E. Ground Operations: Glider Staging and Recovery During the staging of the sailplane for departure from taxiway, the sailplane will be positioned no closer than 200 feet from the runway centerline. The tow plane will remain behind the yellow hold short lines (250 feet from runway centerline) until the sailplane has taken the active runway. Upon returning to the Airport, the tow plane should be removed from the active runway and taxiways as not to impede the flow of other aircraft traffic when not required for glider operations. The sailplane must also be removed from the active runway and parallel taxiway as soon as possible. When Necessary, the sailplane and tow plane will be repositioned into the grass areas outside the 250 feet safety areas, adjacent to taxiways to yield to taxing aircraft.
- F. Registration and Waiver of Liability Due to the introduction of personnel onto an active runway, and into the runway safety areas, all personnel required for operation of the glider, or acting as a passenger in the glider shall be required to register with the Authority and sign application liability waiver forms approved by the Authority's attorney.

#### Policy for maintenance/adjustment/modification of Schwiess "hangar doors"

- A. Hangars equipped with either hydraulic or bi-fold lifting hangar doors operated via electromechanical systems shall be inspected and serviced on an annual basis, and then only by licensed and bonded technical personnel who are certified by the manufacturer.
- B. In the event of problems with a door of either type, the Airport Manager must be notified. This includes mechanical failures, and/or perceived problems with the speed of operation.
- C. In the event that inspection reveals unauthorized adjustment of, or tampering with the

controls, the hangar lessor will be billed for the cost of the service call for that hangar.

D. The cost of the annual inspection service call will be pro-rated among the hangars so equipped. One-twelfth of the pro-rated amount will be added to the monthly lease as a preventative maintenance fee for ensuring the safety of persons and property.

#### Pass-Through Costs

MCEAA may pass through for payment by lessee taxes, fees, other governmental charges, and certain increases in cost incurred by MCEAA due to (a) changes in local, state, or federal rules, ordinances or regulations, (b) changes in taxes, fees or other governmental charges (other than income or property taxes), and (c) changes in costs due to a Force Majeure Event. Any pass-through cost increases shall retain the original margin percentage as originally priced and be retroactive no more than 90 days, with notice to the lessee prior to the request for payment.

### **CHAPTER IV - VIOLATIONS & ENFORCEMENT**

#### Section 1 - Violations

- A. Violations
  - 1. It shall be a violation for any person to cause, facilitate, aid or abet any noncompliance of any provision of these Standards, or any rules, or regulations promulgated hereunder, or to fail to perform any act or duty required by these Standards, rules, or regulations promulgated hereunder.
  - 2. When two (2) or more persons have liability to the Authority or are responsible for a violation, their responsibility shall be joint and several.
- B. Violations not exclusive

Violations of these Rules & Regulations or Minimum Standards are additive to any other violation enumerated within these Regulations or Standards and in no way limit the penalties, actions or abatement procedures which may be taken by the Authority.

C. Each day separate violation

Each day any violation of any provision of these Regulations or Standards or the failure to perform any act or duty required by these Regulations or Standards shall constitute a separate offense.

- D. Inspections
  - 1. The Airport Manager shall enforce the provisions of these Regulations and Standards, and is hereby authorized and directed to make inspections in the normal

course of job duties or in response to a complaint that an alleged violation of the provisions of these Regulations and Standards may exist, or when there is a reason to believe that a violation of these Regulations and Standards has been or is being committed.

- 2. The Airport Manager or his representative may enter onto any property, or into any building or premises at all reasonable times to inspect or to perform the duties imposed upon the Airport Manager by these Regulations and Standards, provided that if such property, building or premises is occupied, the Airport Manager shall present credentials to the occupant and request entry. If such property, building or premises is unoccupied, the Airport Manager shall first make a reasonable effort to locate the owner or other person having charge or control of the property, building or premises and request entry. If entry is refused, the Airport Manager has recourse to every remedy provided by law to secure entry.
- 3. No person shall interfere with, prevent, or attempt to interfere with or prevent the Airport Manager from investigating an alleged violation of these Regulations and Standards, or from abating a violation of these Regulations and Standards.
- E. False information

No person shall knowingly make a false or fraudulent statement, knowingly misrepresent a fact, or mislead an individual employed by the Authority or other person contracted for by the Authority, when that individual is investigating or abating a violation of these Regulations and Standards.

- F. Service of notices
  - 1. Any notice required to be given for any purposes under these Standards shall be given by the Airport Manager or designee by mailing the notice by certified mail, return receipt requested; by email, return receipt requested; or by facsimile transmission.
  - 2. Notice is deemed effective on the date it is hand-delivered, deposited in the United States mail, emailed, or faxed.
  - 3. Nothing herein shall preclude the Airport Manager or Authority from giving additional oral or written notice at its discretion. If the Airport Manager or Authority does elect to give any additional notice in any instance, it shall not thereby become obligated to give such additional notice thereafter in the same or other situation.

#### Section 2 - Denial of use

A. Denial grounds.

- 1. The Airport Manager may deny access to, and deny the use and privileges of, the Airport or any of its facilities to any person:
  - a. Who violates these Standards or any rules or regulations promulgated hereunder;
  - b. Whose action would place the Airport in violation of 49 U.S.C. § 47160 et seq., 14 C.F.R. Part 1 et seq., or the FAA Grants and Assurances (see 14 C.F.R. Part 152); or
  - c. Who violates any future conditions which the Authority may impose by appropriate process or any federal statute or regulations hereafter enacted.
- 2. The person to whom the aircraft is registered is responsible for the acts of all persons (including, but not limited to, all agents, employees and pilots) to whom control, operation or any authority to use said aircraft is granted. The involvement of said aircraft in any act or omission that violates any of the above-enumerated laws, statutes, ordinances, rules, regulations, minimum operating standards or other conditions may result in one or more enforcement actions by the Authority.
- 3. The Airport Manager may deny access for up to five (5) years. After the denial period ends, a person may request access, but the Airport Manager may continue to deny access if denial is in the best interests of the Airport. A denial may be appealed to the Airport Appeals Board as set forth in Chapter IV, Sect. 2, D and E.
- 4. Notwithstanding the provisions of (a), (b), and (c) of this section, the Airport Manager may summarily deny Airport access, effective immediately, pending the hearing specified in Chapter IV, Section 2, C, to any person for whom probable cause exists to believe the person committed an act or omission relating to dangerous refueling, dangerous aircraft or vehicle operation, lack of insurance, theft of or damage to property, assault and battery or such other act or omission as may constitute a danger to the health, safety, or welfare of any individual or the public in general.
- B. Denial procedure
  - 1. Upon probable cause to believe that a person has committed acts constituting grounds for denial of access, the Airport Manager shall provide the affected party with notice of an order to show cause why access should not be denied. The notice shall give at least seventy-two (72) hours notice of the hearing date and list the

grounds for the possible denial of access.

- 2. Persons subject to subsection Chapter IV, Section 2, A, No.4, shall be provided a hearing as soon as reasonably practical but in no event shall said hearing be delayed more than seventy-two (72) hours after the effective time of the denial of access, except upon mutual agreement of the Airport Manager and the affected party.
- C. Denial hearing

Except for the summary denial of access under subsection Chapter IV, Section 2, A, No.4, access to, and the use and privileges of, the Airport or any of its facilities shall be denied at the date and time of the hearing if the affected party fails to appear to contest the denial. The affected party shall have the right to present evidence and cross-examine any witnesses. The hearing shall be informal, and the rules of evidence shall not apply. The Airport Manager may rule on the denial of use at the close of the evidence and argument, but, in any case, shall enter a ruling within ten (10) calendar days after the completion of the hearing. The Airport Manager shall notify the affected party in accordance with Chapter IV, Section 1, F. Pending any appeal to the Airport Appeals Board, the Airport Manager's denial of access shall be effective immediately if the ruling is made by the Airport Manager at the time of the hearing, or upon notice of the ruling when the ruling is made after the hearing.

- D. Appeal
  - 1. A person may appeal the denial of use to the Airport Appeals Board by filing a written notice of appeal with the Airport Manager not later than ten (10) calendar days after the Airport Manager has taken the action to be appealed from. The right to appeal is waived if the notice of appeal is not timely filed. Except as provided under subsection Chapter IV, Section 2, A, No.4, the timely filing of an appeal shall stay enforcement of the denial of access until the appeal is finally determined by the Airport Appeals Board.
  - 2. This chapter contains all the appellate relief to which an aggrieved party is entitled through Authority procedures. The exhaustion of appellate remedies at the Authority level does not preclude an aggrieved party from seeking any other remedies provided by law.
- E. Appeal procedure
  - 1. Upon receipt of a written notice of appeal, the Airport Appeals Board shall set an appeal hearing within ten (10) calendar days and shall give notice of the hearing as provided in this chapter.

- 2. When required in the interest of fairness, the Airport Appeals Board may grant continuances of the hearing, but all hearings on denial of access shall be heard not later than thirty (30) calendar days from the date on which the notice of appeal was filed.
- 3. Except for the summary denial of access under subsection Chapter IV, Section 2,A,4, access to, and the use and privileges of, the Airport or any of its facilities shall be denied at the date and time of the hearing unless the affected party or the party's counsel appears to contest the denial.
- 4. An appellant may be represented by counsel at the hearing and the authority may be represented by the Authority Attorney. Formal rules of evidence shall not apply. Both the appellant and the Authority shall have the right to present evidence through testimony or exhibits and to cross-examine witnesses. The Airport Appeals Board shall preside over the proceedings and shall determine the order and manner of proof.
- 5. At the conclusion of the hearing, the Airport Appeals Board shall rule on the appeal and notify the appellant of the ruling in accordance with Chapter IV, Section 1, F, within ten (10) calendar days after the hearing, unless all parties stipulate that additional time is required to render a decision. The Airport Appeals Board's decision shall be supported by a preponderance of evidence. The decision of the Airport Appeals Board is final.
- 6. Except for the summary denial of access under subsection Chapter IV, Section 2, A, No. 4 the denial of access shall be effective immediately if the ruling is made by the Airport Appeals Board at the time of the hearing, or upon notice of the ruling when the ruling is made after the hearing.
- F. Settlement agreements
  - 1. After the Airport Manager denies access to, and the use and privileges of, the Airport or any of its facilities, and before the Airport Manager enters a ruling, the Airport Manager and affected person may enter into a settlement agreement to allow access.
  - 2. After the affected person appeals the denial of access to the Airport Appeals Board, and before the Airport Appeals Board enters a ruling, the Airport Appeals Board and the affected person may enter into a settlement agreement to allow access.

#### Section 3 - Permit Revocation

A. Revocation grounds

The Airport Manager may revoke any permit issued pursuant to these Regulations and Standards, upon the happening of any of the following events:

- 1. A violation of the terms of such permit of any provision of these Regulations and Standards, or any rules, or regulations promulgated pursuant to these Regulations and Standards.
- 2. Falsification of any application or other information provided to the Authority under these Regulations and Standards.
- 3. Any action which would place the Airport in violation of 49 U.S.C. § 47160 et seq., 14 C.F.R. Part 1 et seq., or the FAA Grants and Assurances (see C.F.R. Part 152).
- 4. A violation of any future rules, regulations, minimum standards or other conditions which the authority may impose by appropriate process or any federal statute or regulation hereafter enacted.
- B. Revocation procedure

Upon probable cause to believe that the permittee has committed acts constituting grounds for revocation as provided in Chapter IV Section 3, A, the Airport Manager shall provide the affected party with notice of an order to show cause why the permit should not be revoked. The notice shall give at least seventy-two (72) hours notice of the hearing date and list the grounds for the possible revocation. The affected party shall have the right to present evidence and cross-examine any witnesses. The hearing shall be informal, and the rules of evidence shall not apply. Except for the summary suspension under Chapter IV, Section 3, C, No.3, the license or permit revocation is effective at the date and time of the hearing if the affected party fails to appear to contest the revocation.

- C. Revocation hearing
  - 1. The Airport Manager may rule at the close of the evidence and argument but shall enter a ruling within ten (10) calendar days of the completion of the hearing. Upon the decision of revocation, the aggrieved party shall forthwith surrender the subject permit.
  - 2. After a revocation, any person responsible for the commission of the acts constituting the ground for the revocation shall be ineligible to reapply for a like permit within an appropriate period of time as determined by the Airport Manager. A partnership, corporation, company, or association which has as a partner, officer, stockholder or member ineligible for re-application as provided by this subsection shall itself be ineligible for a like period.

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3. Notwithstanding the provisions of No.2 of this section, the Airport Manager may summarily suspend, effective immediately, pending a revocation hearing, the permit of any person for whom probable cause exists to believe he/she committed an act relating to dangerous refueling, dangerous aircraft or vehicle operation, lack of insurance, theft of or damage to property, assault and battery or such other act or omission as may constitute danger or threat to the health, safety or welfare of any person or the public in general. The affected party shall be provided a hearing as soon as reasonably practical but in no event shall said hearing be delayed more than seventy-two (72) hours after the effective time of the summary suspension, except upon mutual agreement of the Airport Manager and the affected party.

#### D. Appeal

1. An aggrieved party may appeal the denial of a permit renewal or revocation to the Airport Appeals Board by filing a written notice of appeal with the Airport Manager not later than ten (10) calendar days after the Airport Manager has taken the action to be appealed from. The right to appeal is waived if the notice of appeal is not timely filed. Except as provided under Chapter IV, Section 3, C, No.3, the timely filing of an appeal shall stay enforcement of the revocation until the appeal is finally determined by the Airport Appeals Board.

- 2. This division contains all the appellate relief to which an aggrieved party is entitled through Authority procedures. The exhaustion of appellate remedies at the Authority level does not preclude an aggrieved party from seeking any other remedies provided by law.
- E. Appeal procedure
  - 1. Upon receipt of a written notice of appeal, the Airport Appeals Board shall set an appeal hearing within ten (10) calendar days and shall give notice of the hearing as provided in this division.
  - 2. When required in the interest of fairness, the Airport Appeals Board may grant continuances of the hearing, but all hearings on permit revocations and suspensions shall be heard not later than thirty (30) calendar days from the date on which the notice of appeal was filed.
  - 3. An appellant may be represented by counsel at the hearing and the Authority may be represented by the Authority Attorney. Formal rules of evidence shall not apply. Both the appellant and the Authority shall have the right to present evidence through testimony or exhibits and to cross-examine witnesses. The Airport Appeals Board shall preside over the proceedings and shall determine the order and manner

of proof. Except for the summary suspension under Chapter IV, Section 3, C, No.3, the permit revocation is effective at the date and time of the hearing unless the affected party or the party's counsel appears to contest the revocation.

- 4. At the conclusion of the hearing, the Airport Appeals Board shall rule on the appeal and notify the appellant of the ruling in accordance with Chapter IV, Section 1, F, within ten (10) calendar days after the hearing, unless all parties stipulate that additional time is required to render a decision. The Airport Appeals Board's decision shall be supported by a preponderance of evidence. The decision of the Airport Appeals Board is final.
- 5. Except for summary suspension under Chapter IV, Section 3, C, No.3, the revocation shall be effective immediately if the ruling is made by the Airport Appeals Board at the time of the hearing, or upon notice of the ruling when the ruling is made after the hearing.
- 6. The permittee shall surrender all revoked licenses and permits to the Airport Appeals Board at such time as the revocation becomes effective.
- F. Settlement agreements
  - 1. After the Airport Manager revokes or suspends a permit, and before the Airport Manager enters a ruling, the Airport Manager and affected person may enter into a settlement agreement regarding the permit.
  - 2. After the affected person appeals the revocation to the Airport Appeals Board, and before the Airport Appeals Board enters a ruling, the Airport Appeals Board and the affected person may enter into a settlement agreement regarding the license or permit.

#### **Section 4 - Emergency Abatement**

If a situation presents an imminent danger or threat to the health, safety or welfare of any person or the public in general, the Authority may issue a notice to abate directing the responsible person to take such immediate action as is appropriate to abate the emergency. In addition, the Authority may act to abate the emergency. In the event the Authority is unable to contact the responsible person, such inability, in no way affects the Authority's right to abate the emergency. The responsible person shall be granted a review before the Airport Appeals Board on the matter upon that person's request, as soon as practicable, but such appeal shall in no case stay the abatement of such emergency.

## Appendix A – Aircraft Storage Permit MUSIC CITY EXECUTIVE AIRPORT AIRCRAFT STORAGE PERMIT

(Required for storage of aircraft)

#### Application for:

[] Tiedown	[]	T-Hangar	
[] POP or Corporate Hangar	[]	Change of Infor	mation
Applicant (Business Name):			
Authorized Representative, title:			
Email Address:			
Work Phone:	Cell Phone: _		_ Fax:
Mailing Address:			
City:	S <sup>.</sup>	tate:	Zip Code:
Billing Address:			
City:			
Billing Phone:	Billing En	nail:	
Aircraft Make/Model:		Assigned S	Space:
Registration No. N <u>-</u>	/	Aircraft Wingsp	an:
Aircraft Make/Model:		Assigned S	Space:
Registration No. N –		Aircraft Wing	span:

The Applicant hereby requests the above action(s), and in consideration of this request being granted, agrees to the following:

1. FEE PAYMENT: The Airport Authority reserves the right to charge for permits issued for aircraft storage.

2. PERMIT LIMITATIONS: This permit may not be assigned or transferred, and only aircraft owned, leased or rented by the Applicant and listed above shall occupy the assigned space(s). If, for whatever reason, the aircraft listed above is no longer based in the assigned space, the Applicant will be required to vacate the space, or acquire another aircraft within ninety (90) days. Periodic inspections will be conducted to ensure that the assigned space is only occupied

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by the aircraft listed above.

3. INFORMATION CHANGES: The Applicant shall notify Airport Administration, in writing within fifteen (15) days, of any change to the information provided.

4. RELEASE OF LIABILITY: The MCEAA assumes no liability for damage or loss to personal property while operating at MUSIC CITY EXECUTIVE AIRPORT.

5. INDEMNIFICATION: The Applicant and invitees shall indemnify and hold harmless MCEAA.

6. LANDLORD RIGHTS: The MCEAA may exercise its rights as landlord by canceling this Permit and removing the aircraft or other personal property in the storage space when rent for any month has not been paid by the end of said month. The undersigned shall be responsible for all charges incurred by the MCEAA in the exercise of its rights.

7. COMPLIANCE WITH THE LAW AND MINIMUM STANDARDS: The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Applicant Signature (print name):	Date:
Staff Use Only	
Application, permits and insurance reviewed by:	
Airport Manager's Comments/Stipulations:	
Approved by Airport Manager or Designee:	

## Appendix B – Self-Fueling Permit MUSIC CITY EXECUTIVE AIRPORT SELF-FUELING PERMIT

(AUTO GAS ONLY)

(Required for self-fueling on the airport)

Application for:

[]	Airport Self-Fueling	[] Transportable	Tank		
Applicant (Busin	ess Name):				
Authorized Repr	resentative, title:				
Email Address:_			· · · · · · · · · · · · · · · · · · ·		
	Cell Pho				
Mailing Address:					
City:		_ State:	Zip Code:		
Billing Address:					
City:		State:	Zip Code:		
Billing Phone: _	Billir	ng Email:			
Aircraft Storage Location/Hangar Address:					

The Applicant requests approval to conduct self-fueling of based aircraft on the airport and agrees to the following:

1. FEE PAYMENT: The Authority reserves the right to charge for permits issued to self-fueling permit holders. Fuel flowage fees are required on every gallon dispensed into aircraft and those fees shall be equal to any other fuel flowage fees charged on the field.

2. PERMIT LIMITATIONS: This permit may not be assigned or transferred. A holder of selffueling permit shall not dispense or permit the dispensing of aircraft fuels into any other aircraft. This permit shall remain in effect unless otherwise suspended or revoked.

3. INFORMATION CHANGES: The Applicant shall notify Airport Manager, in writing within fifteen (15) days, of any change to the information provided.

4. COMPETENCY: The Applicant certifies personnel engaged in self-fueling are properly trained in aircraft fueling, fuel handling and associated safety procedures, and will conform to the best practices for such operations. Examples of safe fuel handling practices may be found in the National Fire Protection (NFPA) document 407, and FAA Advisory Circular 150/5230, as amended.

5. REPORTING: The Applicant shall provide monthly fuel inventory reconciliation reports listing the type and amount of fuel dispensed to all aircraft, including helicopters, fuel received, spilled or otherwise accounted for.

6. INDEMNIFICATION: The Applicant shall indemnify MCEAA. Applicant shall grant MCEAA representative access to fueling areas and all fuel records at reasonable times for purposes of determining compliance with the law.

7. COMPLIANCE WITH THE LAW AND MINIMUM STANDARDS: The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

The undersigned representative certifies he/she is authorized to sign for the business or owner and acknowledges receipt of a copy of this permit.

Applicant Signature (print name): \_\_\_\_\_ Date: \_\_\_\_\_

Staff Use Only

Indicate applicable documents to be given to Applicant:\_\_\_\_\_

FAA Advisory Circular 150/5230 as amended

Best practices demonstration review, application, permits and insurance reviewed by: \_\_\_\_\_

Airport Manager's Comments/Stipulations:

Approved by Airport Manager or Designee: \_\_\_\_\_

## Appendix C – Temporary Activity Permit MUSIC CITY EXECUTIVE AIRPORT TEMPORARY ACTIVITY PERMIT

(Required for all special activities on the airport and adjacent to airport taxi lanes.)

Υ I		•	, , ,	
Application for:				
[] Commercial Photo	graphy Permit	[]	Aircraft Static Display	
[] Construction Per	rmit	[]	Special Event Permit	
Describe in detail the pro necessary):	• •	•	lude # of persons and vehicles,	if
				_
				_
Add additional sheets if	Necessary, to fully d	escribe prop	posed event	
Date of event:	End date	(if more that	an one day):	
Start time of event:	End time	of event:		
Authorized Representati	ve & Title:			
Email Address:				
Work Phone:	Cell Phone:		Fax:	_
Business Name:				_
Mailing Address:				_
City:	Si	tate:	Zip Code:	
Billing Address:				
City:	Si	ate:	Zip Code:	
Billing Phone:	Billing E	Email:		

The Applicant hereby requests the above action(s), and in consideration of this request being

granted, agrees to the following:

1. FEE PAYMENT: The Applicant agrees to pay escort and all other required fees on time. The escort rate is currently \$45.00 per hour, with a minimum escort time of one hour. (May be waived at the discretion of the Authority)

2. PERMIT LIMITATIONS: This permit may not be assigned or transferred.

3. INFORMATION CHANGES: The Applicant shall notify Airport Administration, in writing, of any change to the information provided.

4. RELEASE OF LIABILITY: The MCEAA assumes no liability for damage or loss to personal property while operating at MUSIC CITY EXECUTIVE AIRPORT.

5. INDEMNIFICATION: The Applicant and invitees shall indemnify and Hold Harmless MCEAA, its officers and members.

6. COMPLIANCE WITH THE LAW AND MINIMUM STANDARDS: The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

Please check the box for each item attached and submitted with the application:

[] Certificate(s) of Insurance [] Security/Safety Plan

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

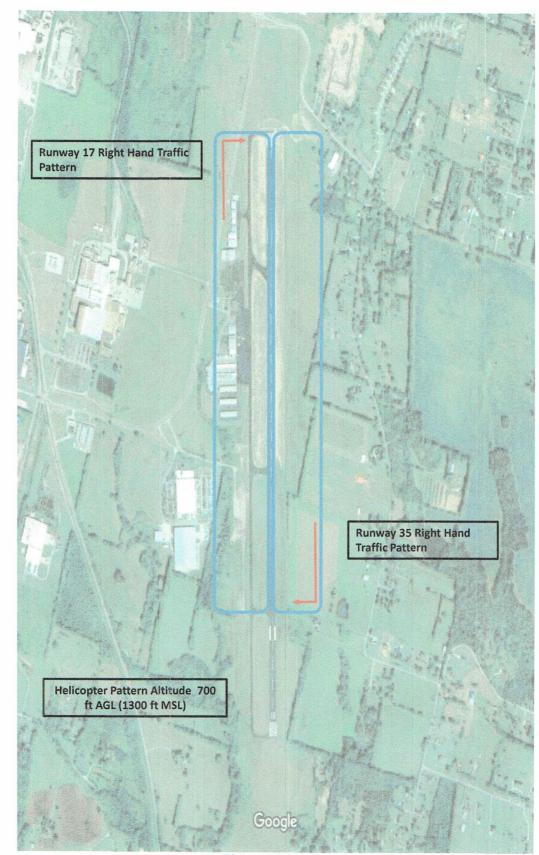
Applicant Signature (print name):	 Date:

Staff Use Only

Application, permits and insurance reviewed by: \_\_\_\_\_

Airport Manager's Comments/Stipulations: \_\_\_\_\_

Approved by Airport Manager or Designee:\_\_\_\_\_



# Google Maps

Figure A