



AUBURN UNIVERSITY  
REGIONAL AIRPORT

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# General Provisions

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Auburn University

*Auburn University Regional Airport*

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February 1, 2013

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## **1. GENERAL PROVISIONS**

### **1.1. Purpose**

- 1.1.1. These General Provisions set forth those provisions which are common to all General Aviation Primary Guiding Documents (Primary Guiding Documents). In addition, these General Provisions define the key words or phrases that are utilized throughout the Auburn University Regional Airport (Airport) Primary Guiding Documents.

### **1.2. Definitions**

- 1.2.1. The terms defined in Section 2 (Definitions) and identified by use of a capital letter whenever used in the Primary Guiding Documents, shall be construed as defined therein unless (from the context) a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases and/or the use of such words or phrases.
- 1.2.2. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa and the use of pronouns of any gender shall include any other gender.
- 1.2.3. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

### **1.3. Governing Body**

- 1.3.1. The Airport is owned by Auburn University (University), operated by the University, and governed by and through the University. The authority to: (a) lease Airport land and/or improvements, (b) allow the occupancy and/or development of Airport land or Improvements, (c) grant the right to engage in any Activity at the Airport, and (d) implement, supplement, amend, modify, approve, or adopt any Agreement, policy, standard, rule, regulation, or directive including the Primary Guiding Documents is expressly reserved to the University.

### **1.4. Authority to Adopt**

- 1.4.1. The Primary Guiding Documents are promulgated under the authority granted to the University by the State of Alabama Constitution.

### **1.5. Statement of Policy**

- 1.5.1. It is the desire of the University to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the long-term financial health of the Airport, (b) protect and promote the health, safety, security, and general welfare of the public at the Airport, and (c) encourage the provision of quality General Aviation products, services, and facilities to the public at the Airport.
  - 1.5.1.1. For situations not specifically covered or addressed in the Primary Guiding Documents, the Airport Director is authorized to make such rules and regulations, render such decisions as may be appropriate given the situation and/or circumstances, or make and publish directives pertaining to the use of the Airport.



- 1.5.2. As set forth by the Federal Aviation Administration (FAA), by way of its Airport Sponsor Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

**1.6. *Non-Discrimination***

- 1.6.1. No person shall, in the use of the Airport or the Improvements located at the Airport, discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended or reenacted.

**1.7. *Airport Management***

- 1.7.1. The Airport Director is responsible for the planning, development, operation, management, maintenance, and security of the Airport and all University owned and operated land, Improvements, facilities, Vehicles, and equipment at the Airport.
- 1.7.2. The University has authorized the Airport Director to: (a) interpret, administer, and enforce Agreements and the Primary Guiding Documents, (b) allow, where and when appropriate, temporary, short-term occupancy or use of certain Airport land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the University in accordance with the Primary Guiding Documents.
- 1.7.3. All inquiries regarding the Primary Guiding Documents and/or compliance therewith shall be directed to the Airport Director.

**1.8. *Effective Date***

- 1.8.1. The Primary Guiding Documents shall be in effect and shall remain in effect, unless repealed by the University or revised in accordance with these General Provisions, from the date of adoption by the University.

**1.9. *Compliance with Regulatory Measures and Agreements***

- 1.9.1. All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in any activity at (or on) the Airport shall comply, at the entity's expense, with all applicable Regulatory Measures including, without limitation, those of the federal, state, and local government and any other Agency having jurisdiction over the Airport, the Operators, Lessees, and Sublessees operating at the Airport, and the activities occurring at the Airport.
- 1.9.2. No existing or future Agreement or Permit, nor any payment or performance required thereunder, shall excuse any entity from full and complete compliance with the Airport's Primary Guiding Documents.



- 1.9.3. Compliance with the Primary Guiding Documents shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have to the University under any existing Agreement.

**1.10. *Conflicting Regulatory Measures and Agreements***

- 1.10.1. If any provision of the Primary Guiding Documents is found to be in conflict with any other Airport policies, standards, rules, regulations, or directives, any provision of any applicable Regulatory Measure, or any provision of an existing or future Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

**1.11. *Land Use***

- 1.11.1. The Airport Director shall designate specific areas of the Airport in which Aeronautical Activities may be conducted. Such designation shall be consistent with the Master Plan, Airport Layout Plan, and all applicable land use plans and policies of the University.

**1.12. *Right to Self-Service***

- 1.12.1. An Aircraft Owner or the Aircraft Owner's Employees may perform services (fueling, maintenance, or repair) on the Aircraft Owner's Aircraft utilizing the Aircraft Owner's Vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such services on the Aircraft Owner's Aircraft provided there is no attempt to perform such services for others for Compensation or hire and further provided that such right is conditioned upon compliance with the Primary Guiding Documents and all applicable Regulatory Measures.

- 1.12.1.1. If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's Aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to provide such Commercial Activities at the Airport under an Agreement with the University.

- 1.12.1.2. An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

**1.13. *Prohibited Activities***

- 1.13.1. Through-the-Fence activities are prohibited at the Airport.

- 1.13.2. Co-Op Fueling is prohibited at the Airport.

**1.14. *Fines or Penalties***

- 1.14.1. Entities shall have the responsibility to pay any fine or penalty levied against entity, the Airport, the University (or representatives, officers, officials, employees, agents, and volunteers thereof), individually or collectively, as a result of entity's failure to comply with any applicable Regulatory Measure.

- 1.14.2. In the event a fine or penalty is levied as a result of activities or omissions of entity, entity agrees to immediately make such changes as will ensure compliance, all at entity's sole expense.

- 1.14.3. If the fine or penalty is contestable (and contested by the entity), entity shall pay the fine or penalty when upheld by the Agency having final jurisdiction.

**1.15. Severability**

1.15.1. If any provision of the Primary Guiding Documents shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such provision shall not in any way affect the validity of any other provision of the Primary Guiding Documents.

**1.16. Subordination**

1.16.1. The Primary Guiding Documents are subject and subordinate to the provisions of any existing or future Agreements between the University and the State of Alabama or the United States pertaining to the planning, development, operation, and management of the Airport and are specifically subordinated to, and shall be construed in accordance with, the Airport Sponsor Assurances.

**1.17. Notices, Requests for Approval, Applications, and Other Filings**

1.17.1. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the University and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the Primary Guiding Documents shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed with dated and signed receipt), and shall be deemed to have been given when delivered to the University, or existing or prospective Operator, Lessee, or Sublessee at their principal place of business or such other address as may have been provided from time to time.

**1.18. Amendments**

1.18.1. The Primary Guiding Documents may be supplemented, amended, or modified from time to time and in such a manner and to such extent as is deemed appropriate by the University.

1.18.2. The University may issue special policies, standards, rules, regulations, or directives from time to time as is deemed appropriate or necessary.

**1.19. Variance or Exemption**

1.19.1. The University may, but is not obligated, to approve variances or exemptions to the Primary Guiding Documents when special conditions, unusual situations, or unique circumstances exist.

1.19.2. Prior to the University approving or denying a variance or exemption, the University shall conduct a review of all relevant information including those items described in Section 1.19.4 of these General Provisions as well as any other information that may be requested by the University.

1.19.3. Approval or denial by the University of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions, situations, or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.



- 1.19.3.1. If approval has not been provided in writing within 90 calendar days from the receipt of the written request, the requested variance or exemption shall be considered denied.
- 1.19.3.2. If approved, the variance or exemption shall only apply to the special conditions, unusual situations, or unique circumstances of the particular case for which the variance or exemption is granted.
- 1.19.3.3. An approval by the University of a variance or exemption shall not serve to amend, modify, or alter the Primary Guiding Documents.
- 1.19.3.4. Requests for variance or exemption can also be denied in accordance with Section 1.24 of these General Provisions
- 1.19.4. Requests for variance or exemption shall be submitted in writing to the Airport Director and must state the specific provision(s) for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason for the proposed variance or exemption, identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public), and identify the duration of the proposed variance or exemption.
  - 1.19.4.1. Each variance or exemption shall be approved or denied separately.
- 1.19.5. Once a requested variance or exemption is denied, the same requested variance of exemption cannot be re-submitted for 6 months following the denial.

**1.20. Pioneering Period**

- 1.20.1. When a specific product, service, or facility is not currently being provided at the Airport, the University may enter into an Agreement with an Operator under terms and conditions that may be less than those outlined in the Primary Guiding Documents for a limited period of time known as a pioneering period. The duration of the pioneering period shall be specified in the Agreement.

**1.21. Enforcement**

- 1.21.1. The Airport Director is empowered by the University to require compliance with and enforce the Primary Guiding Documents.
- 1.21.2. Any entity who violates, omits, neglects, or refuses to comply with the Primary Guiding Documents or any lawful order issued pursuant thereto may be cited, removed from the Airport, denied the use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the University including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, damages, etc.
- 1.21.3. In the event an entity fails to comply with the Primary Guiding Documents, the Airport Director or University shall send a written statement of violation to such entity at its last known address. The entity shall have 10 business days within which to provide a statement to the University explaining why the violation occurred and to cure the violation or if violation cannot be cured within 10 days, to commence curing the violation and thereafter diligently



pursue curing. The University, in its sole discretion, has the right to revoke the entity's privileges at the Airport or may suspend the entity's operations for such period of time as it deems necessary in order to obtain a cure of the violation. In addition, any such violations shall be considered anytime an entity submits an application, seeks permission, or requests approval (as required under the Primary Guiding Documents) from the University. The entity shall pay for any costs incurred by the University, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

- 1.21.4. Violation of the Primary Guiding Documents may also or alternatively result in revocation of access or use privileges, termination of any Agreement, denial of use of the Airport, and/or prosecution under the applicable Regulatory Measure.

## **1.22. Disputes**

- 1.22.1. Any party aggrieved by a decision of the University may appeal (in writing) such decision to the Airport Director within 10 business days after such decision is issued. Any claim not timely submitted to the Director is waived.
  - 1.22.1.1. The Airport Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 10 business days of the date of the Airport Director's request, or the claim is waived. Thereafter, the Airport Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Airport Director's written determination shall be final and conclusive unless within 30 calendar days from the date of the Airport Director's written determination, the party requests, in writing, an appeal to the University stating specifically all grounds of appeal.
- 1.22.2. The University shall use its best efforts to hear any such appeal within 120 calendar days after the University's receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the University in its sole discretion.
  - 1.22.2.1. The decision of the University shall be final and conclusive.
- 1.22.3. The party shall diligently continue performance of its Agreement with the University, in full compliance with the Primary Guiding Documents, regardless of whether or not a dispute is pending or being appealed.





**1.23. Rights and Privileges Reserved**

- 1.23.1. In this section, the term “activity” is inclusive of all Commercial, Non-Commercial, Aeronautical Activities, and non-aeronautical activities.
- 1.23.2. In addition to the following rights and privileges, the University reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.
  - 1.23.2.1. Nothing contained within the Primary Guiding Documents shall be construed to limit the use of any area of the Airport by the University (and representatives, officers, officials, employees, agents, and volunteers thereof) or to prevent any FAA, Department of Homeland Security, Transportation Security Administration, Police Department, or Fire Department personnel from acting in official capacities.
  - 1.23.2.2. The University reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to the Airport and such use.
  - 1.23.2.3. The University reserves the right to designate specific Airport areas for Activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future Activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
  - 1.23.2.4. It is the policy of the University that any occupancy, use, and/or development (construction, or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the Primary Guiding Documents shall require or obligate the University to apply to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, Lessee, Sublessee, or users of the Airport.
  - 1.23.2.5. The University reserves the right to develop and make any improvements and/or repairs on, at, or to the Airport that it deems necessary. The University will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made, except in the case of an emergency. The University shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.



- 1.23.2.6. The University (and representatives, officers, officials, employees, agents, and volunteers thereof) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- 1.23.2.7. The University reserves the right to prohibit any entity from using the Airport or engaging in activities at the Airport (and/or the University may suspend and/or revoke any privileges granted to any entity) upon determination by the University that such entity has not complied with the Primary Guiding Documents, applicable Regulatory Measures, directives issued by the University, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.
- 1.23.2.8. During war or national emergency, the University shall have the right to enter into an agreement with the United States government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, any agreement between the University and an Operator or Lessee, insofar as it is inconsistent with the agreement between the University and the United States Government, shall be suspended, without any liability on the part of the University to the Operator or Lessee.
- 1.23.2.9. The University will not relinquish the right to take any action the University considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- 1.23.2.10. The University will not waive any sovereign, governmental, or other immunity to which the University may be entitled nor shall any provision of any Agreement be so construed
- 1.23.2.11. The University will not submit to the laws of any state other than those of the State of Alabama.
- 1.23.2.12. The University is under no obligation to provide financing or make any improvements to Airport land or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee.
  - 1.23.2.12.1. The University is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.
- 1.23.2.13. The University reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the University to preserve the assets of the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the University's mission, vision, and values for the University and the Airport.



**1.24. Possible Grounds for Rejecting Application**

- 1.24.1. In this section, the term “activity” is inclusive of all Commercial and Non-Commercial Aeronautical Activities and non-aeronautical activities.
- 1.24.2. The University may reject any proposal, requests for variances or exemptions, assignment, change in majority ownership, encumbrances, or application for any one or more of the following grounds for rejection (as determined in the sole discretion of the University). The following grounds for rejection are provided as examples and are not intended to be all-inclusive.
  - 1.24.2.1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the University as determined by the University in its sole discretion. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
  - 1.24.2.2. The proposed activities and/or Improvements, as determined in the sole discretion of the University or the FAA, will create a safety or security hazard at or on the Airport.
  - 1.24.2.3. The University would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the University is unwilling and/or unable to expend or supply.
  - 1.24.2.4. The proposed activities and/or Improvements will result in a financial loss or hardship.
  - 1.24.2.5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application are submitted, nor is such availability contemplated within a reasonable period of time.
  - 1.24.2.6. The proposed activities and/or Improvements do not comply with the Master Plan of the Airport or the ALP currently in effect or anticipated to be in effect.
  - 1.24.2.7. The occupancy, use or development of Airport land and/or Improvements will result in congestion of Aircraft and/or will interfere with activities of any existing Operator, Lessee, or Sublessee, and/or prevent adequate access to the Leased Premises of any existing Operator, Lessee, or Sublessee.
  - 1.24.2.8. The entity has intentionally or unintentionally misrepresented or omitted material fact in a proposal, in an application, and/or in supporting documentation.
  - 1.24.2.9. The entity has failed to make full disclosure in the proposal, in an application, and/or in supporting documentation.
  - 1.24.2.10. The entity or an officer, director, agent, representative, shareholder, or employee thereof has a record of violating the Regulatory Measures of the University, any other airport sponsor, the State of Alabama, the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity’s proposed activity.



- 1.24.2.11. The entity or an officer, director, agent, representative, shareholder, or employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- 1.24.2.12. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed activity.
- 1.24.2.13. The entity cannot obtain a bond or insurance in the type and amounts required by the University for the proposed activity.
- 1.24.2.14. The entity's proposed activity could be detrimental to the Airport the Operators, Lessees, or Sublessees, users of the Airport, or the public.
- 1.24.2.15. The entity seeks terms and conditions which are inconsistent with the Primary Guiding Documents and/or as stated in any request for qualifications and/or proposals (or any other document) issued by the University.
- 1.24.2.16. The entity's interests and/or the proposed activity or use is inconsistent with the Airport's mission, vision, values, goals, or objectives; the best interest of the University; or, any Airport Sponsor Assurances.

## 2. DEFINITIONS AND ACRONYMS

Abandoned, Property, other than Aircraft or Vehicles, left at the Airport for 48 hours without the owner moving or claiming it.

Abandoned Vehicle, Any Vehicle that has remained stationary on the Airport in excess of 72 hours and/or is in a condition that would render the Vehicle non-drivable, including expired license plates, missing (or flat) tire, and/or broken window.

Accident, A collision or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving Aircraft, Vehicle, or Equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Advisory Circular (or "AC"), A document issued by the FAA to help explain the intent of a federal regulation, to provide guidance and information to the aviation public in a designated subject area, or to show an acceptable method for complying with a related federal regulation.

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities"), Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations and any other activities which, because of their direct relationship to the operation of Aircraft or the Airport, can be regarded as an Aeronautical Activity.

Affiliate, Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. "Control" for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

Agency, Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement, A written contract (e.g., lease agreement, permit, etc.), enforceable by law, executed by both parties, between the University and entity granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing the conduct of certain Activities.

Air Operations Area (or "AOA"), A portion of the Airport that includes Aircraft Movement Areas, Aprons, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Air Traffic Control (or ATC), A service operated by appropriate authority to promote the safe, secure, orderly, and expeditious flow of air traffic or a service operated by appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of Aircraft in the air or on the ground.

Aircraft, A device that is used or intended to be used for flight in the air.

Aircraft and Passenger Liability, To include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Aircraft Design Group, A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet.

Group II: 49 feet up to but not including 79 feet

Group III: 79 feet up to but not including 118 feet

Aircraft Line Maintenance, Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance, The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator, A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or the operation of Aircraft on any part of the surface of the Airport.

Airframe and Powerplant Mechanic (or "A & P Mechanic"), A person who holds an Aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport, The Auburn University Regional Airport and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan and as it may hereinafter be extended, enlarged, or modified.

Airport Director, That person (or designated representative thereof), appointed by the University, responsible for the day-to-day operation and management of the Airport and all University owned Property, material assets, financial assets, and employees at the Airport.

Airport Identification Badge, A media allowing access to certain parts of the Airport.

Airport Layout Plan, (or "ALP"), The FAA approved and University adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and University depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc. and proposed allocation of Airport land and/or Improvements to specific uses and/or development.

Airport Security Program (or "ASP"), The current Airport Security Program, as may be amended from time to time, approved by the TSA (if necessary), that specifies the systems, measures, and procedures that are used to meet the Airport's regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances, Those contractual obligations that are described by law in 49 U.S.C. § 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airport Surface, The Runways for landing and taking off of Aircraft, designated helipads, Taxiways and Taxilanes for ground movement of Aircraft, and Apron for parking, loading, unloading, fueling, and servicing of Aircraft.

Applicant, An entity desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Appraiser, A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.

Apron, Those paved areas of the Airport within the AOA designated by the University for the loading or unloading of passengers, servicing, or parking of Aircraft.

Association, An entity legally formed and recognized under the laws of the State of Alabama having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Avgas (or "Aviation Gasoline"), Fuel commonly utilized to power piston-engine Aircraft.

Based Aircraft, Any Aircraft which is based at the Airport.

Capital Investment, Any University approved expenditure made by a Lessee to the Lessee's Leased Premises which will, at the end of the term of the Agreement, revert to the University; and/or Airport Infrastructure owned by the University.

Certificates of Insurance, A certificate provided by and executed by an Operator's, Lessee's, or Sublessee's insurance company evidencing the insurance coverages and limits of the coverage.

Co-Op Fueling, The Fueling of an Aircraft by the Owner of the Aircraft or the Owner's Employee using Vehicles, Equipment, and resources owned by an approved Association.

Code of Federal Regulation (or "CFR"), The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly, as may be amended from time to time.

Commercial, An Activity undertaken with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

Commercial General Liability, For damages due to bodily or personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Non-licensed Vehicles operated on the Movement Area will require coverage in an amount not less than identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Commercial or Business Automobile Liability, To include bodily injury and Property damage for all Vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired Vehicles.

Compensation, Any form of reimbursement for goods or services such as, but not limited to, monetary, barter, favors, gratuity.

Competitive Proposal Process, A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Condemnation, The taking of land and/or Improvements for any public or quasi-public use under any Regulatory Measure or by the right of eminent domain.

Contiguous Land, Land that is sharing an edge or boundary or is separated by no more than a Taxilane or Taxiway.

Department of Homeland Security (or "DHS"), A single, integrated executive department of the United States Government (combining federal, state, and local responsibilities under one Agency) which is focused on protecting the American people and the homeland. It was established by the Homeland Security Act of 2002.

Department of Transportation (or "DOT"), The Cabinet department of the United States Government concerned with transportation. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967. It is administered by the United States Secretary of Transportation.

Development Guidelines, The guidelines for the development, design, and construction of Aircraft hangars by private entities, as they may be amended from time to time.

Emergency Public Service, Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle, Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any Vehicle conveying an Airport official or Airport employee in response to an official emergency call.

Employee, Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between "Employee" and "independent contractor" shall be made according to the current IRS standards.

Environmental Liability, To include liability for bodily injury, Property damage, and environmental damage resulting from any and all releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Environmental Protection Agency (or "EPA"), The Agency within the United States Government that has the responsibility for enforcing the environmental regulations or laws enacted by Congress. It was established by an act of Congress on December 2, 1970.

Equipment, All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.



Exclusive Right, A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

Federal Aviation Administration (or “FAA”), The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. It was established by an act of Congress on April 1, 1967.

Federal Aviation Regulation (or “FAR”), Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA. Compliance with FARs is mandatory. In 1996, all references to the FARs were changed to 14 CFR (Title 14 of the Code of Federal Regulations).

Fire Department, Fire fighting personnel who are responsible for fire fighting at the Airport.

Fiscal Year (or “FY”), The accounting period of the University beginning October 1<sup>st</sup> and ending September 30<sup>th</sup> established for accounting purposes.

Fixed Base Operator, (or “FBO”), A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities to Aircraft Operators including, at a minimum, the following Activities at the Airport:

- A. Aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants
- B. Passenger, crew, and Aircraft ground services, support, and amenities
- C. Aircraft Maintenance
- D. Aircraft Parking, Hangar, office, and shop

Flight Training, The training, other than ground training, received from an authorized instructor in flight in an aircraft.

Fuel, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or equipment.

Fuel Handling, the transportation, delivery, dispensing, storage, or draining of Fuel or Fuel waste products to or from aircraft, Vehicles, or equipment.

General Aviation, All aviation with exception of Air Carriers and military.

General Aviation Leasing/Rents and Fees Policy, Sets forth the parameters for leasing Airport land and Improvements (for general aviation purposes) and outlines the process for establishing and adjusting General Aviation rents and fees at the Airport, as may be amended from time to time. Currently under construction at the time of adoption of these General Provisions.

General Aviation Minimum Standards, Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

General Provisions, Provisions common to all of the Primary Guiding Documents, as may be amended from time to time.

Good Standing, Consistently in compliance with all applicable Regulatory Measures and not in default of any Agreement with the University.

Hangar, Any fully or partially enclosed storage facility for an Aircraft.

Hangar Keeper's Liability, To include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Hazardous Materials, Any substance regulated by the EPA.

Immediately, The ability to occupy premises leased from the Airport and offer products, services, and/or facilities (to the public) as of the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements, All buildings, structures, additions, and facilities including pavement, concrete, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Infrastructure, Runways, Taxiways, Taxilanes, Aprons, nav aids, Airport roadways, and utilities.

Jet Fuel, Fuel commonly utilized in Turboprop and Turbojet Aircraft.

Law Enforcement Officer, Law enforcement officers of any Agency authorized to enforce the law.

Leased Premises, The land and/or Improvements used exclusively under Agreement by Lessee for the conduct of Lessee's activities.

Lessee, An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Light Aircraft, Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Limousine, A Vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering, Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

Market Rent, The rent that land or Improvements would command in the open market as indicated by rents asked and paid for comparable land or improvements as of the date of determination.

Master Plan, An assembly of documents and drawings (which have been approved by the FAA and adopted by the University) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan (ALP) is a part of the Master Plan.

National Fire Protection Association, (or “NFPA”), All codes and standards contained in the Standards of the NFPA, as may be amended from time to time.

Non-Commercial, Not for the purpose of securing earnings, income, Compensation (including exchange of service), and/or profit.

Non-Movement Area, Those portions of the Airport where Aircraft taxi or are moved without radio contact with ATC or other Aircraft.

Notice To Airmen (or “NOTAM”), Guidelines regarding aeronautical operations issued by a representative of the FAA, the Airport Director, ATC, or other authorized Agency.

Operator, An entity that has entered into an Agreement with the University to lease land and/or Improvements and/or engage in Commercial Aeronautical Activities at the Airport.

Owner, The registered legal owner of an Aircraft according to the records of the FAA or a Vehicle according to the Department of Motor Vehicle records.

Operations Department, Department of University responsible for Airport safety and security.

Paved, Covered with asphalt or concrete that forms a firm level surface.

Permittee, An entity who has written permission from the University to conduct an Activity at the Airport according to the parameters established by a permit.

Piston Aircraft, An Aircraft that utilizes a reciprocating engine for propulsion.

Primary Guiding Documents, A compendium of Airport policies, standards, guidelines, rules, and regulations that govern the development, operation, and management of an Airport, adopted by resolution of the University, as may be amended from time to time, including General Aviation Leasing/Rents and Fees Policy, General Aviation Minimum Standards, Rules and Regulations, and Development Guidelines.

Private Vehicle, Any Vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property, Any tangible or intangible possession that is owned by an entity or a person.

Public Area, Those areas normally used by the general public. Such areas include concessionaire shops, restrooms, passenger terminal building lobbies, hallways, passage ways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and Vehicle parking lots. Public areas do not include the areas leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public areas do not include the AOA, Restricted Areas, and employee parking lots.

Readily Available, Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle, Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.

Regulatory Measures, All applicable federal, state, county, and local laws, codes, ordinances, policies, rules, and regulations.

Repair Station, A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repairs Stations are certificated under 14 CFR Part 145.

Restricted Area, Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Regulatory Measures) including but not limited to: the AOA, Runways, Taxiways, Taxilanes, and fire lanes, Airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with signage.

Rules and Regulations, Rules and Regulations of the Airport, properly adopted by Resolution of the University, as may be amended from time to time.

Runup, Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway, An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

Security Plan, A document developed by Operators and Lessees to ensure the safety and security of people and property at the Airport.

Self-Fueling, The Non-Commercial fueling of an Aircraft by the Aircraft Owner, or the Owner's Employee(s), using the Aircraft Owner's Vehicles, Equipment, and resources.

Specialized Aviation Service Operator (or "SASO"), A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (or "SPCC Plan"), A contingency plan defined by the EPA that covers procedures for spill prevention, control, and countermeasures, points of contact, the chain of command, and individual responsibilities.

Storm Water Pollution Prevention Plan (or "SWPPP"), A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

Student and Renter Liability, To include bodily injury, personal injury, and Property damage (excluding Aircraft hull) for students and renters of Aircraft.

Sublease, An agreement entered into by an entity with a Lessee that transfers rights or interests in the Lessee's Leased Premises and for which, the University has given proper consent.

Sublessee, An entity that has entered into a Sublease with a Lessee.

Taxilane, The portion of the Apron used for access between Taxiways and Aprons and not identified on the FAA Airport diagram.

Taxiway, A defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway) and is identified on the FAA Airport diagram.

Through-the-Fence, Having direct access to the Airport from private property located contiguous to the Airport. Through-the-fence entities, while being located off Airport property, have access to the Airport's runway and Taxiway system. Through-the-Fence operations are not allowed at the Airport.

Tiedown, An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points and equipment to facilitate Aircraft tiedown are located.

Transient Aircraft, Any Aircraft utilizing the Airport for occasional transient purposes and not based at the Airport.

Transportation Security Administration (or "TSA"), The Agency within the Department of Homeland Security of the United States Government responsible to safeguard United States transportation systems and ensure secure travel. It was established by the Aviation and Transportation Act passed on November 19, 2001.

Turbojet Aircraft, An Aircraft that utilizes one or more jet engines that have a turbine driven compressor and develop thrust from the exhaust of hot gases.

Turboprop Aircraft, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

Ultralight Vehicle, Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than 155 pounds; or if powered, weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation; has a Fuel capacity not exceeding 5 U.S. gallons; is not capable of more than 55 knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Vehicle, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator, Any person who is in actual physical control of a Vehicle.

**Acronyms**

AC	Advisory Circular
AOA	Air Operations Area
ATC	Air Traffic Control
A & P Mechanic	Airframe and Powerplant Mechanic
ALP	Airport Layout Plan
ASP	Airport Security Program
CFR	Code of Federal Regulation
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FY	Fiscal Year
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NOTAM	Notice To Airmen
SE	Single-Engine Aircraft
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SASO	Specialized Aviation Service Operator
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration