



Yucca Valley Airport District
PO Box 2527
Yucca Valley, CA 92286
www.yuccavalleyairport.com

New Tenants,

Welcome to the Yucca Valley Airport. Enclosed in this packet is a copy of our rules & regulations and an airport use agreement.

Please read the airport rules and regulations. Then fill out, sign and return the airport use agreement to the airport either in person or mail it back to us at the above address.

In addition to executing the Airport Use Agreement we will need a certificate of insurance from your insurance carrier naming the Yucca Valley Airport District as Additional Insured. To obtain this certificate you will need to contact your aircraft insurance carrier or agent. Tell them we are asking for a certificate of insurance naming the Yucca Valley Airport District as Additional Insured. Then, give them our address. They will issue the insurance certificate and mail it to the Yucca Valley Airport District. Insurance companies do not charge any additional fees for the certificate.

After we receive this paperwork, you will be added to our list as a tie down customer instead of a transient. Your rental fee is due on the first day of every month for that rental month (example: January rent is due January 1st, February rent is due February 1st, etc.). A Statement will be mailed to you monthly as a courtesy however it is your responsibility to make sure your rent payment is received on time each month. The current fee schedule is attached.

If you sell, relocate for the summer, or your aircraft will be gone from the airport for an extended period of time; you will need to notify us in writing at least 14 days prior to the beginning of the next month.

The gate code for the entrance gate on Warren Vista Rd is 0624.

On behalf of the Yucca Valley Airport and its Board of Directors, We welcome you to the Yucca Valley Airport.

Very truly yours,

Yucca Valley Airport District

By: Timothy W. Lewis
Secretary, Treasurer



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FEE SCHEDULE

Outside Tie Down Space Single Engine Aircraft	\$60.00 /Month
Outside Tie Down Space Twin Engine Aircraft	\$65.00 /Month
Transient Parking and non L22 based aircraft (No Signed use agreement) Single Engine	\$6.00 /Day
Transient Parking and non L22 based aircraft (No Signed use agreement) Twin Engine	\$8.00 /Day
Port-a-Port Hanger Spaces	\$85.00 /Month
Use Fee (Aircraft stored on Private Property)	\$55.00 /Month



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AIRPORT USE AGREEMENT

The following agreement is made this _____ day of _____ 20____ between the

Yucca Valley Airport District and _____, Lessee, whose

Mailing address is: _____

Lessee's home telephone number is: _____. Lessee can be reached during

business hours at: _____.

The Lessee is the operator of the following described airplane:

Make _____ Model _____ Registration No. _____

In return for being authorized to make use of the Yucca Valley Municipal Airport from time to time, Lessee agrees to pay the monthly fee specified for Class usage, as set forth on the accompanying fee schedule. This fee is to be payable in advance on a monthly basis, to be delivered to the Office of The Treasurer, P.O. Box 2527 Yucca Valley, CA, 92286. The District agrees to provide at least 30 days warning in advance of any change in the fee schedule, which may change from, time to time, as specified by the District Board of Directors.

Airport use is granted to Lessee subject to the following conditions:

1. Lessee shall notify the Treasurer within ten (10) days of any change in the information set forth above.
2. Lessee shall abide by all rules and regulations of the Federal Aviation Administration, the State of California, the Yucca Valley Airport District, and of any other duly constituted public authority having jurisdiction.
3. Lessee acknowledges that the current edition of *RULES AND REGULATIONS OF THE YUCCA VALLEY AIRPORT DISTRICT FOR THE OPERATION OF THE YUCCA VALLEY MUNICIPAL AIRPORT* are included in this Airport Use Agreement by reference.

4. If this agreement authorizes parking on airport property (Class B, C, or D usage), Lessee agrees to accept the assigned aircraft space on an "as is" basis and to assume full responsibility to move the airplane in and out of said space, and to secure the aircraft properly. Lessee agrees to maintain the area in a clean and orderly condition at all times.
5. Lessee shall indemnify and hold harmless the Airport, its officers, agents, Governing Board of Directors, and employees from and against any and all claims, demands, loss or liability of any kind or nature which the Airport, its officers, agents, Governing Board of Directors, and employees, or any of them may sustain or incur or which may be imposed on them, or any of them; for injury to or death of persons or damage to property caused by or contributed to by the negligence of the Lessee, its officers, agents, or employees, in the use of the premises described in this agreement, including the use of the Airport and its facilities.
6. The Airport Manager shall have the right to enter premises on Airport property at any time for inspection or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the premises.
7. No person, partnership, firm, or corporation may conduct any aviation-related commercial activity or business of any kind at Yucca Valley Municipal Airport without having first entered into an agreement or lease with Yucca Valley Airport District to conduct such business or to carry on such aviation-related commercial activity.

Date

Signature of Lessee

Date

Airport Management Representative

RULES AND REGULATIONS
OF THE YUCCA VALLEY AIRPORT DISTRICT
FOR THE
OPERATION AND MAINTENANCE OF THE
YUCCA VALLEY MUNICIPAL AIRPORT

ARTICLE 1
General Provisions

1.01 Applicability. The Rules and Regulations of the Yucca Valley Airport District shall be applicable to the Yucca Valley Municipal Airport, governed and operated by the Yucca Valley Airport District. All persons on and users of such airport shall be governed by these Rules and Regulations and by any orders or directives made or issued by the Board or Airport Manager pursuant hereto.

1.02 General Operations. The airport shall be operated as a public facility for the promotion and accommodation of civil aviation and associated activities and shall be open for public use at such hours and subject to such restrictions as are contained in these Rules and Regulations or as may be determined by the Board or the Manager pursuant hereto.

1.03 Interpretation. These Rules and Regulations are not intended to amend, modify, or supersede any provisions of federal, state, or local law, or any specific contractual agreement of the District with which they may conflict; provided, however, that these Rules and Regulations shall be interpreted, insofar as possible, in such manner that no conflict shall exist.

1.04 Severability. If any portion of these Rules and Regulations, or the application thereof to any person or circumstances, shall be held invalid or unenforceable, all other provisions shall remain in effect and be construed to achieve the purpose hereof.

1.05 Nondiscrimination. All services in operating a facility or providing a service at the airport shall be performed without discrimination or segregation with respect to race, creed, color, sex, age, or national origin.

1.07 Adherence to Rules and Regulations. It shall be the responsibility of all aircraft owners, operators, and users of the airport to become familiar with and adhere to the Rules and Regulations herein set forth.

ARTICLE 2
Definitions

2.01 "Airport" means those properties owned or leased by the Yucca Valley Airport District, including the Yucca Valley Municipal Airport. It includes all property and improvements within the property or boundary line of the airport.

2.02 "Board" means Board of Directors of the Yucca Valley Airport District.

2.03 "Manager" means the Airport Manager designated by the Yucca Valley Airport District.

2.04 "District" means the Yucca Valley Airport District.

2.05 "Person" means any individual, firm, co-partnership, corporation, company, association, organization, joint stock association, or body politic; and includes any trustee, receiver, assignee, or other similar representative thereof.

2.06 "Airport Surface" means the public runways for landing and taking off of aircraft, the public taxiways for ground movement of aircraft, and the public aircraft parking space for loading, unloading, fueling, and emergency servicing of aircraft.

2.07 "Fixed Base Operator" means a person who, under contract with the Yucca Valley Airport District, engages in the business of aeronautics, aircraft repairs of any kind, the sale or renting of new or used aircraft, the sale of parts, flight instruction, fuel sales, commercial flying clubs, airplane charter trips, or local short flights.

2.08 "Restricted Areas" means all runways and taxiways, airport maintenance facilities, *mechanical* rooms, and electrical vaults. Any other restricted areas will be marked as such with signs.

2.09 "Supervised Areas" means all aprons, hangars, and aircraft operations areas.

2.10 "Non-Aviation Commercial Activities" means any activity conducted by any person engaged in any business authorized by permit with the Board, which business is not that of aviation operator, certified air carrier, fixed base operator, mechanic, or commercial aircraft use.

2.11 "Commercial Vehicle" means a vehicle of any type whatsoever, used or maintained for the transportation of persons for hire, for compensation or for profit, or designed, used, or maintained primarily for the transportation of goods or property.

ARTICLE 3

Airport Manager

3.01 Authority. The Manager shall have the authority to administer and enforce, and is herein charged with the responsibility for administering and enforcing these Rules and Regulations, and may issue such orders, instructions, or directives as may be necessary to achieve the purposes hereof. The Manager, as representative and agent of the Board, is empowered to require and enforce compliance with these Rules and Regulations and with any orders or directives issued pursuant hereto.

3.02 Enforcement. The Manager shall, at all times, have authority to take such actions as may be necessary to achieve the purposes hereof, to safeguard persons and property at the airport, and to make and enforce such rules and regulations, in addition to those provided herein, that, in his discretion, may be required in any emergency or abnormal situation.

3.03 Signs. The Manager is empowered to post or have posted signs, or to employ other markings at the airport which state or apply rules, regulations, orders, or directives.

ARTICLE 4

Limitation of Liability

4.01 Assumption of Liability by User. The permission granted by the Board to use said airport and its facilities at all times shall be conditioned upon the assumption of full responsibility therefore by every person exercising or taking advantage of such permission and the assumption of full responsibility and risk of the *user* thereof, and said users or persons shall release, hold harmless, and indemnify the airport, its officers and employees, and the District, its officers and employees from any and all responsibility, liability, loss, or damage, caused by or on behalf of such users or persons using said airport and its facilities.

4.02 Acceptance of Privileges. The use of said airport by any person for any purpose, or the paying of any fees therefore, or the operation of any aircraft thereon, shall be in itself an acknowledgement that such persons accept such privileges and conditions herein set forth.

4.03 Compliance with Laws. The owners and operators of all aircraft based at the airport shall comply with the Uniform Aircraft Financial Responsibility Act (Public Utilities Code Sections 24230 through 24410), except that the specific amounts of insurance coverage required to be maintained

by such owners and operators of aircraft shall be as set forth in Article 5 herein.

ARTICLE 5
Insurance

5.01 Commercial Businesses. All commercial businesses, including aviation operators, fixed base operators, and non-aviation commercial, shall be covered by adequate insurance at their own expense in order to ensure payment of damage occasioned by their operation or conduct of business activities in and upon the airport, including aircraft and ramp vehicles. Such insurance shall have single limit bodily injury and property damage liability insurance in an amount specified by the Manager, but under no circumstances shall it be less than Five Hundred Thousand Dollars (500,000.00) single limit.

5.02 Aircraft. Any aircraft using the airport shall be required to maintain minimum public liability and property damage liability insurance in the minimum amount of One Hundred Thousand Dollars/Three Hundred Thousand Dollars (\$100,000.00/\$300,000.00).

5.03 Tie-Down Agreements. Any person, business, or entity that enters into a tie-down agreement with the District shall provide evidence of public liability and property damage insurance covering the aircraft in an amount specified by the Manager. In no case shall the amount of said insurance coverage be less than One Hundred Thousand Dollars (\$100,000.00) single limit.

5.04 Additional Insured. The District shall be an additional named insured in all such insurance policies.

5.05 Certification of Insurance. Each operator, business, or aircraft owner must provide and keep current a Certificate of Insurance with the Manager indicating that the required coverage is being maintained, and providing for thirty (30) days' notice to the Manager before cancellation.

ARTICLE 6
Aircraft Operations

6.01 Aeronautical Activities. No person shall (1) conduct any aircraft operation to, on, from, or over the airport, or (2) service, maintain, or repair any aircraft on the airport, or (3) conduct any aircraft operations on or from the airport except in conformity with the requirements contained in these Rules and Regulations, with orders or directives issued by the Manager, with regulations established by the FAA under authority of the Federal Aviation Act of 1958 (Public Law 85-726) and amendments thereto, with any FAA regulations and revisions, or amendments thereof, and with any rules or regulations of the State of California governing aircraft, not in conflict with the rules and regulations of the United States of America.

6.02 Hours of Operation. Hours of operation of the airport shall be 0800-1700, Monday through Sunday. The airport shall otherwise be open for public use during all reasonable hours of the day and night, subject to such restrictions due to inclement weather, conditions of the landing area, presentation of special events and like causes as determined by the Manager.

6.03 Registration and Payment.

(a) Any person electing to base his aircraft on the airport shall register the aircraft with the Manager. Any subsequent change of ownership or removal of the aircraft from the airport shall not release the registered owner from payment of applicable fees unless prior written notice is given the Manager.

(b) Payment for use of airport facilities, commercial permit fees, storage, repairs, supplies, or other services rendered by the Manager or his subordinates shall be made before flight clearance will be granted unless prior satisfactory credit arrangements have been made in writing with the Manager. Unless payment or satisfactory credit arrangements are made, the District shall have a lien upon

and may impound the aircraft. Said lien is pursuant to Section 1208.62 of the California Code of , Civil Procedure and Sections 3051 and 3068 of the California Civil Code.

6.04 Landing Fee. A landing fee shall be charged to all aircraft engaged in commercial operations landing at the airport. Said fee shall be set by the Board and based upon gross weight, as determined by the Manager.

6.05 Tie-Down Fees.

- (a) Tie-down fees for transient aircraft shall be \$3.00 per night.
- (b) The permanent tie-down fee will be established by the Board, to be paid in advance. Permanent tie-downs shall further be required to submit to the Manager a current Certificate of Insurance and to sign a tie-down agreement with the District.

6.06 Refusal of Clearance. The Manager may delay or restrict any flight or other operations at the airport and may refuse takeoff clearance to any aircraft for a violation of these Rules and Regulations or for reason of safety to persons or property.

6.07 Closing of Field. In the event that a determination is made by the Manager that the conditions of the airport render it unsafe for landings or takeoffs, it shall be within the authority of the Manager or his designated representative to issue a notice to airmen closing the airport or any part thereof. This normally should be accomplished by using the Flight Service Station Standard NOTAM procedures. Air traffic control or flight service station shall be notified. This same procedure shall be followed to reopen the airport when the field is again useable.

6.08 Airport Ground and Flight Regulations.

- (a) Except in emergency situations, all aircraft shall conform with FAR Part 91.
- (b) All aircraft shall conform to the established traffic pattern as approved by the FAA and posted at the airport. Traffic patterns shall be flown with all eastbound down winds turning left base and all westbound down winds turning right base unless otherwise directed by UNICOM. The downwind pattern altitude shall be 4200 feet MSL.
- (c) No person shall park or permit an aircraft to stand an unreasonable length of time on any runway or taxiway at the airport. No persons are permitted to enplane or deplane aircraft on the primary taxiway, except for instructors designated by the Manager and then only for the purpose of solo student instruction.
- (d) No person shall park or store an aircraft or aircraft portions at the airport except in locations designated by the Manager.
- (e) No person shall conduct experimental flight or ground demonstrations on the airport which are not in accordance with applicable Federal Aviation Regulations.
- (f) Formation takeoffs are prohibited without the prior written approval of the Manager.
- (g) No person shall take any aircraft from the landing area or hangars or operate such aircraft while under the influence of intoxicating liquor or a narcotic drug.
- (h) No person shall leave an aircraft unattended unless it is properly tied down or placed in a hangar. It shall be the aircraft owner's responsibility to ensure that his aircraft remains properly secured at all times, and the owner of such aircraft shall be held responsible for any damage resulting from failure to comply with this rule. The Manager, at his discretion, may tie down or have tied down any aircraft left or parked at the airport without liability to the airport, its employees, or agents.
- (i) No aircraft shall be permitted to remain on any part of the landing or takeoff areas for the purpose of repairs.

(j) All aircraft shall be taxied at slow and reasonable speeds, and shall not be taxied onto a runway without first stopping and waiting for any approaching aircraft preparing to land and without announcing their departure intentions over the UNICOM.

(k) No person shall operate any aircraft on the airport unless it is equipped with effective and functioning wheel brakes. No aircraft with a tail skid in place may operate on the airport surface.

(l) No person shall, without the owner's permission, interfere or tamper with an aircraft parked or stored at the airport.

(m) No person shall move an aircraft on the airport in a negligent or reckless manner.

(n) Accidents shall be reported to federal and state agencies in accordance with the applicable regulations.

(o) No person shall start or taxi any aircraft on the airport in a place where the air or exhaust blast is likely to cause injuries to persons or property. If the aircraft can not be started or taxied without violating the prohibition of this paragraph, the operator shall have it towed.

(p) Helicopters shall in all cases comply with FAA Requirements.

(q) The operation of un-certificated aircraft, including ultra lights and motored hang gliders, is prohibited without the prior written approval of the Airport Manager. Such approval may only be granted to an FAA licensed pilot.

6.09 Disabled Aircraft.

(a) Disabled aircraft and parts thereof on the airport shall be promptly removed from the airport, or to a designated area thereon, by the owners, solely at their own expense.

(b) If any person refuses to move an aircraft as directed by the Manager, said aircraft may be towed away and stored at the owner's expense, and without liability for damage which may result in the course of or after such moving. The same shall apply to removal of a wrecked or damaged aircraft or its parts. The District shall have a lien upon said aircraft for the cost of such towing and storage as described above, which lien shall be pursuant to Section 1208.61 of the California Code of Civil Procedure and Sections 3051 and 3068 of the California Civil Code.

(c) If an aircraft is disabled on a runway of the airport, the Manager may take whatever action he deems necessary to make the runway safe for other aircraft, and the owner shall fully bear the expense of such action as well as the expense of any and all damages caused to the disabled aircraft, or any property of the airport.

6.10 Categories of Aircraft Use.

(a) Privately owned aircraft will be operated non-commercially by the owner or owners. This does not prohibit the owners or operators of a private aircraft from sharing the expenses of the operation of an aircraft on a trip with persons other than the owner of said aircraft. Private aircraft may be used by persons other than the owner, provided no remuneration accrues to the owner which can be considered as profit.

(b) Company and corporation owned aircraft that are operated for the free transportation of personnel and/or products are classified as private aircraft and subject to the same restrictions.

(c) New or used privately owned aircraft held for sale only may be demonstrated to prospective purchasers or, when sold, may be used to instruct the new owner in their operation.

(d) Aircraft owned privately, but leased or rented back to a commercial operator, shall automatically

be classified as "commercial" as defined in Section (e) below.

(e) "Commercial" aircraft include:

- (1) Rental, lease, hire, or charter aircraft.
 - (2) Aircraft used for commercial purposes not otherwise covered herein.
- (f) Certified Air Carriers.

(1) "Contract" certified air carriers include all federally or state certificated air carriers holding a contract with the District for airport usage.

(2) "Non-Contract" certified air carriers include all federally or state certificated air carriers not covered in Section 6.10(f)(1) above.

6.11 Radio Contact.

(a) All aircraft based on or operating regularly into or out of the airport are encouraged to be equipped with a two-way radio.

(b) Recommended operating procedures for radio equipped aircraft shall be as follows:

- (1) Listen on UNICOM frequency 123.0 prior to initiating communications.
- (2) Use UNICOM frequency to announce your intentions before taxiing for departure or to another location.
- (3) Do not acknowledge a transmission you do not understand. Ask for a repeat or an explanation.
- (4) Inbound traffic should make initial contact with UNICOM at least five miles from the airport. Outbound traffic should monitor for five miles when departing the traffic area.
- (5) Aircraft intending to remain in the local traffic pattern should advise UNICOM of such intention.
- (6) During the hours when UNICOM is not manned, all pilots should make the announcements which are the equivalent of the above UNICOM procedures on the UNICOM frequency of 123.0.

6.12 Glider Towing. No person shall tow or pull a glider by airplane, motor vehicle or any other method, where towing or pulling is for the purpose of taking off, unless the Manager determines that it may be done without danger to life or property and without interfering with the operations of the airport and gives prior written approval.

6.13 Parachute Jumping. Parachute jumping within the confines of the airport boundaries, flight patterns, approach zones, or 45-degree entry legs, or in any other area which would constitute a hazard is prohibited unless prior written approval is obtained from the Manager and compliance with FAR Part 105 is assured.

ARTICLE 7 Motor Vehicle Regulations

7.01 Licensing. No person shall operate motorized equipment of any kind on the airport unless he has in his possession a current and valid operator's license for such equipment issued by the State of California Department of Motor Vehicles.

7.02 Rules of Operation.

(a) No person shall operate a vehicle of any kind on the airport in a reckless or negligent manner

or in excess of the speed limits prescribed by the Manager. Speeds shall not exceed the limits posted by the Manager. If not posted, speeds shall not exceed ten miles per hour in ramp, apron, or hangar areas, or in automobile parking lots.

- (b) Pedestrians and aircraft shall at all times have the right of way over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft.
- (c) Persons operating vehicles on the airport shall give proper signals and observe all directions on posted traffic signs.
- (d) No person under the influence of intoxicating liquor or a narcotic drug shall operate a vehicle or aircraft on the airport.
- (e) No person shall operate on the airport any vehicle which is overloaded or carrying more passengers than that for which the vehicle was designed. No person shall ride on the running board or stand up or ride in the body of a moving vehicle with his arms or legs protruding from the body of the motor vehicle.
- (f) No vehicle shall be operated on the airport if it is so constructed, equipped, or loaded as to endanger persons or property.
- (g) No commercial vehicle, other than those for the operation of which the Manager has granted a permit, may enter upon, travel through, park at, stop in, or be operated upon the airport surface. The Manager may waive the foregoing requirements in writing when such waiver will not adversely affect airport operations.

ARTICLE 8 Personal Conduct

8.01 General Provisions.

- (a) No person shall be disorderly, obnoxious, indecent, or commit any act of nuisance on the airport.
- (b) No person shall engage in gambling in any form on the airport.
- (c) No person shall hunt, pursue, trap, catch, deliberately injure or kill any bird or animal on the airport without prior written authorization of the Manager.

8.02 Sanitation.

- (a) No person may dispose of sewage, garbage, refuse, paper, or other material on the airport except in a receptacle provided for that purpose.
- (b) No person shall keep uncovered trash containers in any area of the airport. No vehicle used for hauling trash, dirt, or other materials shall be operated on the airport unless such vehicle is built so as to prevent the contents thereof from dropping, sifting, leaking, or otherwise escaping therefrom. Areas to be used for trash or garbage containers shall be designated by the Manager and no other areas shall be used. Such areas shall be kept clean and sanitary at all times.

8.03 Preservation of Property. No person may, without prior written approval of the Manager:

- (a) Destroy, injure, deface, or disturb any building, sign, equipment, marker, or other structure, tree, flower, lawn, or other public property on the airport.
- (b) Alter, add to or erect any building on the airport.
- (c) Make an excavation on the airport.
- (d) Willfully abandon any personal property on the airport.

8.04 Airport and Equipment Damage.

- (a) No person may interfere with, tamper with, or damage any part of the airport or its equipment.
- (b) Any person damaging any airport light fixture or other airport property shall report such damage to the Manager or his representative immediately and shall be fully responsible for any cost or expense incurred to replace or repair the damaged property.

8.05 Interfering or Tampering with Aircraft. No person may interfere or tamper with an aircraft on the airport or put its engine in motion, or use any aircraft, aircraft parts, instruments, or tools on the airport without the permission of the owner.

8.06 Repairing of Aircraft. No person may repair an aircraft, aircraft engine, propeller, or apparatus in an area of the airport other than that specifically designated for that purpose. However, this does not prevent a minor adjustment being made while the aircraft is on a ramp preparing to take off, if the adjustment is necessary to prevent a delayed movement of the aircraft.

8.07 Restricted Areas. Pedestrians shall not be permitted on runways or taxiways without prior written approval of the Manager.

8.08 Use of Airport and Airspace. No person, without the prior written permission of the Manager, may prepare to operate, operate, or release a kite, parachute, balloon, model aircraft, or rocket on the airport.

ARTICLE 9

Fire Hazards and Fueling Operations

9.01 Cleaning Fluids. No person shall use flammable volatile liquid having a flash point of less than 110 degrees Fahrenheit on the airport in the cleaning of aircraft engines, propellers, appliances, or for any other purpose, unless such operations are conducted in open air or in a room specifically set aside for that purpose, which room must be properly fireproofed and equipped with adequate and readily accessible fire extinguishing apparatus. The Manager shall designate in advance the open air areas for the cleaning of aircraft as described above.

9.02 Smoking. No person may smoke on any airport apron or ramps, in any hangar or shop, in any aircraft on the airport or in any other place on the airport where smoking is specifically prohibited.

9.03 Storage.

(a) No person shall keep or store any flammable liquids, gases, signal flares, or other similar material in the hangars or in any building on the airport; provided that such materials may be kept in an aircraft in the proper receptacles installed in the aircraft for such purposes, or in rooms or areas specifically approved in writing for such storage by the Manager, or in safety cans approved by the National Board of Fire Underwriters (NBFU).

(b) No person shall keep or store lubricating or waste oils in or about the hangars; provided that such material may be kept in rooms specifically designated by the Manager for oil storage or in original unopened, sealed, containers, or receptacles approved by NBFU.

(c) Lessees and concessionaires shall provide suitable metal receptacles with metal covers for the storage of waste, rags, and other rubbish. All used waste and rags or other rubbish shall be removed by the lessees and concessionaires daily, or in regularly scheduled pickups, but not less than once a week. Lessees may contract with other agencies or persons for removal of this material. The method of removal and pickup point are subject to prior written approval of the Manager.

(d) Gasoline, oil, and solvent drums or receptacles shall not be stored on apron and ramp areas in excess of amounts actually needed as current stock. Any material of this type that is kept enclosed

and covered shall be in a housing of a design and type as approved by NBFU.

9.04 Apron Surface Areas and Floor Surface. Each person to whom space on the airport is leased, assigned, or made available for use shall keep the space free and clean of oil, grease, or other foreign materials of any type that could cause a fire hazard or a slippery or otherwise unsafe condition.

9.05 Aircraft Painting.

(a) Aircraft painting processes shall be conducted only in properly designated, fireproofed, and ventilated rooms or buildings in which all illumination, wiring, heating, ventilation equipment, switches, outlets, and fixtures shall be explosion-proof, spark-proof, and vapor-proof, and all windows and doors shall open easily. No unauthorized person shall enter or work in a paint room while painting is in process. The room or building and the process for painting shall comply with the requirements of the Industrial Safety Division (ISD) of the State of California.

(b) Painting of airplanes in open areas outside of buildings is allowed with the prior written approval of the Manager, who shall designate the area in which the painting may be done. The painting process shall be done in the designated area which complies with the mechanical and electrical requirements set forth in Section 9.05(a), above. No person shall smoke while painting or while in the vicinity of such painting. The painting process shall comply with the ISO requirements.

9.06 Fueling Operations. The following rules govern the fueling and defueling of aircraft:

(a) No aircraft shall be fueled or defueled while the engine is running, or being warmed by the application of exterior heat, or while such aircraft is in a storage hangar or other enclosed space.

(b) No person shall smoke within fifty feet of an aircraft being fueled or defueled.

(c) No person shall operate any radio transmitter or receiver, or switch electrical apparatus on or off in an aircraft during fueling or defueling.

(d) During fueling, the aircraft and the fuel dispensing apparatus shall both be grounded to a *point or* points of zero electrical potential.

(e) When filling a fuel tender from storage tanks, two persons shall be required when a non-locking valve is in use on the fill pipe and control for said valve is continually in the attendant's hand to maintain fuel flow.

(f) No person shall use any material during fueling *or* defueling of aircraft which is likely to cause a spark or be a source of ignition.

(g) Adequate fire extinguishers shall be within ready reach of all persons engaged in fueling *or* defueling aircraft.

(h) No person shall start the engine of any aircraft when there is fuel on the ground under it.

(i) Fueling hoses and equipment shall be maintained in a safe, sound, and non-leaking condition and shall be of design and make approved by NBFU.

(j) All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.

(k) All fueling and defueling of aircraft shall be conducted at least fifty feet from any hangar or other building.

(l) Persons engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. Persons responsible shall take proper measures to remove volatile liquid when it is spilled during transfer.

9.07 Fire Equipment.

(a) Each tenant or lessee of a hangar, shop facility, or other operational area specified by the Manager on the airport shall supply and maintain adequate and readily accessible fire extinguishers approved by Underwriters Laboratories for the hazard involved, as required by ISO.

(b) No person shall remove or cause to be removed from its holder, container, reel, or bracket any equipment or device used in fire protection, except in the case of emergency or fire. In any event, such equipment shall not be taken from any hangar or building for standby use by any person or for any use other than that for which it is intended, without prior written permission of the Manager. Such unauthorized use of such equipment shall immediately be reported to the Manager.

9.08 Other Regulations. All regulations and recommendations of the California Industrial Safety Division, National Fire Protection Association, and the Federal Aviation Administration shall be adhered to with regard to all aspects of fueling and handling of flammable materials and substances.

9.09 Liquid Disposal. No fuel, oils, dopes, paints, solvents, or acids shall be disposed of or dumped in drains, basins, or ditches or elsewhere on the airport.

9.10 Aircraft Carrying or Suspected of Carrying Explosives.

(a) Persons having knowledge of an aircraft carrying or suspected of carrying explosive materials will so advise the Manager or his agent immediately.

(b) Landing or taxiing aircraft with passengers aboard, carrying or suspected of carrying explosive materials, will unload passengers at a reasonable distance from buildings or structures and then immediately be moved to such other area as may be designated by the Manager or his agent. Only engines affecting unloading of passengers should be shut down in order to enable subsequent moving of aircraft with a minimum of delay.

(c) Parked aircraft carrying or suspected of carrying explosive materials shall be evacuated and moved by the owner or operator to an area designated by the Manager.

(d) Inspection of the aircraft and subsequent declaration of safety or hazardous condition shall be the responsibility of the aircraft owner or operator. Inspection shall be accomplished immediately after parking and, if necessary, evacuation.

ARTICLE 10

Commercial or Business Activity

10.01 Conduct of Commercial or Business Activity.

(a) No person shall engage in any business or commercial activity of any nature whatsoever *on* the airport, including flight instruction, aircraft and engine repair, or providing other services and goods to aircraft owners on the airport, unless such person has entered into a written contract with the District for such activity, subject to the following exceptions:

(1) An owner of an aircraft may perform repairs upon owned aircraft, provided such individual is properly permitted to do such work under current Federal Air Regulations, and provided further that such work is conducted so as not to create any hazard or nuisance to other aircraft, persons, or operators *on* the airport, and provided further that such work is conducted at a location approved by the Manager.

(2) An owner will not be precluded from performing a maintenance service for himself or from obtaining any service or goods from persons other than the aviation operators in business at the airport.

(3) Any person holding a current and appropriate FAA Certificate may assist an owner, instruct an owner, or supervise work permitted under paragraphs (a) and (b),- without remuneration when the owner himself performs such repairs.

(4) A person holding a current FAA flight instruction certificate who gives occasional flight instruction, without pay or other remuneration, to an owner of an aircraft in that owner's aircraft, shall not be deemed an aviation operator in business on the airport requiring a contract with the District merely by reason of such activity.

(5) Nothing herein shall be deemed to prohibit the registered owner of a private aircraft from offering said aircraft for sale or from selling said aircraft.

(b) Such permits will be obtained from the Manager prior to engaging in any non-excepted business or commercial activity. The District will not refuse to issue such permits except under the following circumstances:

(1) The person applying for the permit is in violation of any provisions in these Rules and Regulations, or of any order or directive of the Manager, or has been excluded from the airport for cause under any applicable provision of these Rules and Regulations or of any order or directive at the time said person makes application for said permit.

(2) No space is available for the intended operation, when space is necessary for the conduct of said proposed operations.

(3) The proposed activity will cause a hazard by the nature of said operation and its location with respect to the users of the airport.

(c) Said permit will be obtained from the Manager prior to the providing by said persons of any services or goods to the owner as described.

(d) The District may issue temporary permits to individuals or companies permitting them to perform maintenance on aircraft under unusual circumstances, i.e., repair to flyaway status by owner of aircraft not based upon airport; aircraft of unusual design, size, or age; aircraft and the components for which there is no qualified licensed operator upon the airport.

10.02 Business Location Requirements. All persons engaged in business or commercial activity on the airport will be required to conduct said business or activity within the boundaries of the airport from a building or structure located on the airport or to be constructed by mutual contractual agreement in accordance with the Airport Master Plan. These provisions are not applicable to individuals receiving temporary one-time permits from the Manager.

10.03 Storage of Equipment. No tenant or lessee of a hangar, shop facility, or other operational area specified by the Manager on the airport shall store or stack equipment or material in such a manner as to constitute a hazard to persons or property.

ARTICLE 11 Enforcement

11.01 Denial of Access and Use. Any violation of these Rules and Regulations, or any order or directive of the Manager pursuant thereto, shall be deemed sufficient cause for the Manager to deny or prohibit access to or use of the airport by the responsible person or firm.

1 1.02 Injunctive Relief. Any person, association, firm, or corporation violating any of the provisions of these Rules and Regulations, or any order or directive of the Manager pursuant hereto, may be enjoined by *the* District in a court of competent jurisdiction, and this remedy shall be in addition to any other penalty provision.