

Rules for Marion Airport
Shiflet Field 9A9 Marion, North Carolina
As of June 20, 2012

1. All members of the airport are responsible for the general maintenance and upkeep of the airport, i.e. mowing of grass, cleaning of lounge, etc.
2. Each member is responsible for keeping their own grass mowed around their tie-down area or hangar.
3. The Board of Directors will designate responsible persons for the operation of heavy equipment owned by Marion Airport Commission, Inc.[MAC]. No one other than persons designated by the BOD and listed on any insurance policies of MAC may operate heavy equipment owned by MAC.
4. Everyone who keeps an aircraft at the airport longer than six (6) months, or owns or leases a hangar at Marion Airport must apply for membership to MAC and will be charged an annual fee of \$200.00, which is due in full on July 1 of the year unless advance arrangements have been made for monthly billing.
5. The monthly tie-down fee is \$20.00 and must be paid by the first of the month for the previous month.
6. The annual hangar lease fee is \$.20 / sq. ft. of your occupied area and must be paid in full by July 1 for the following year unless advance arrangements have been made for monthly billing.
7. The monthly fee in the Common Hangar is \$100.00 and must be paid by the first of the month for the previous month. Transient aircraft will be charged \$5.00 per day.
8. Application for space in the Common Hangar must be approved by the Board of Directors. Space in the Common Hangar is on a first-come, first-served basis.
9. The airport is not responsible for damage or injury to airplanes, equipment or persons.
10. All hangars must have a written lease approved by the Board of Directors and signed by the President and the hangar holder. The Board of Directors may modify lease provisions annually. Sub-leases for hangars are not allowed unless approved in advance in writing by the Board of Directors, signed by the President, the hangar holder(s) and the sub-lessee, who must be a member of MAC. Sub-leases must use the same language contained in the lease and all terms of the lease flow down to a sub-lessee. Pursuant to the lease and/or tie-down agreement, hangar spaces may only be sub-leased to Members.
11. New hangars or additions to hangars must be approved by the Board of Directors. The application for a new hangar or hangar addition must include a general description of the building, a drawing of the building, building permits and an approved lease agreement from MAC.
12. All hangars must be used for maintaining or storing aircraft or for activities or equipment related to flying. Remaining space in the hangar may be used for non-aviation equipment, including but not limited to boats and motorcycles.
13. Once area for new hangar space has been approved, the monthly, annual lease fee shall begin on the first day of the month following approval, even if the hangar has not been built.
14. Each member is responsible for electricity, water, and maintenance of their own hangar, including upkeep and appearance. Each hangar must have a wall-mounted ABC fire extinguisher of suitable size, in good working order and clearly identified. It is urged that all aircraft carry a handheld fire extinguisher as well. A fire extinguisher will also be located in the Office and in the Common Hangar.
15. Storage of gasoline in hangars, except in approved containers, is forbidden. Disposal of dangerous waste and oil is the responsibility of the hangar owner.
16. The Board reserves unto itself, with notification to the hangar owner, the right to inspect a hangar for safety concerns and for general compliance of airport regulations.
17. Designated taxiways must be kept free of vehicles and equipment. Vehicles left unattended will be towed at owner's expense.
18. Pilots are expected to follow all applicable FAA rules and regulations for the safe operation of their aircraft. Repeated violations of FAA regulations and/or failure to operate planes in a safe and prudent manner can result in review of membership by the Board.
19. Members are encouraged to obtain liability and flood insurance for their hangars and planes and to list the MAC named as additional insureds.
20. The sale or purchase of a hangar building on land leased from MAC must be approved in writing advance by the Board of Directors and a new hangar lease executed with the new holder[s], who must be a member[s] of the corporation. Prior to conclusion of a rental or sale agreement, the prospective

purchaser[s] must apply for membership, pay the membership fee on a pro-rated basis for that fiscal year and execute a Hangar lease and be approved for membership and approved for the Hangar lease. If denied membership or denied a Hangar lease by the Board, the agreement between the hangar owner and the prospective purchaser is void.

21. If a hangar holder ceases to be a member of MAC either for non-payment of fees or any other reason, that member's hangar lease is voided and the hangar must be sold or moved off the leased properties within twelve (12) months of the lapse or termination of membership. This 12 month period to be referred to as the "12 month removal period". Any sale of the hangar must meet the requirements of Section 20, herein. At any time before the end of the twelve month removal period, the hangar holder may obtain an Fair Market Value appraisal of the hangar from a certified real estate appraiser [the appraisal to be paid for by the hangar holder] and extend an offer in writing to MAC for MAC to purchase the hangar at that fair market value or at some lesser amount. MAC shall then have 45 days from the written offer to notify the hangar holder in writing that 1) MAC accepts the offer propounded, 2) MAC grants the former member another 12 months to try to sale the hangar, or 3) MAC counters with a written proposal that is an average of a) the hangar holder's offered appraised value by its appraiser and b) an Fair Market Value appraisal of the hangar from an other certified real estate appraiser retained and paid for by MAC. Any accepted offer to purchase the hangar must be closed upon and completed within 45 days of the acceptance of the offer, unless another time period is agreed upon in writing by the parties. During this 12 month removal period or any extended time, the hangar holder will be required to pay annual lease fees and annual airport fees on the hangar, mow the grass, and maintain the hangar in good condition. If the hangar is not sold or removed during this 12 month removal period, the hangar holder will be bound by MAC's By-laws, rules and leases in effect at that time. However, if this lease is terminated because the lease held by MAC from the landowner/Church has not been extended, then the Lessee shall have his hangar moved off premises on or before December 31, 2013.
22. The premises are in a 100 year flood plain and close to a river. The Lessee shall take all precautions feasible when flooding may occur and is encouraged to purchase flood insurance. MAC is not responsible for any damage caused by flooding to property, person or equipment.
23. Members or their guests shall not store, use or dispose of any toxic or hazardous materials (as defined or recognized under any federal, state or local laws or regulations) in, on or about the Premises. Storage of gasoline in hangars, except in approved containers, is forbidden. Disposal of dangerous waste and oil is the responsibility of the hangar holder.
24. Members shall not operate a business on the premises without the written permission of MAC Board of Directors. Any business operated on the premises shall be covered by insurance, at the member's cost, in an amount and under a policy approved in advance at the sole discretion of MAC with MAC being an additional insured. Member will provide MAC with letter from insurer verifying coverage with 30 day notice of cancellation. MAC shall be and additional insured under the policy and shall be given 30 days advance written notice of any possible lapse in coverage. Member shall put up in a prominent place and of a prominent size a sign that state "MAC is not the owner or operator of the business and is not liable or any errors, omission or negligence of the business".
25. These rules may be modified or amended by the Board of Directors with changes or modifications becoming effective on the date set by the Board of Directors. Copies of any changes to these Rules shall be posted in the office and at the Common Hangar.

Approved by the Board of Directors of the Marion Airport Commission, Inc. on June 20, 2012