

GERALD R. FORD INTERNATIONAL AIRPORT

RULES & REGULATIONS



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GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY

RULES & REGULATIONS

1. ORGANIZATION

1.1 TITLE

This Resolution may be cited as the Gerald R. Ford International Airport Authority Rules and Regulations.

1.2 AUTHORITY

These Rules and Regulations are created pursuant to authority granted by the Michigan Aeronautics Code MCLA 259.133.

1.3 PURPOSE

- A. The Airport is operated by the Gerald R. Ford International Airport Authority (the "Authority") created by The Regional Airport Authority Act, Michigan Public Act 95 of 2015, as amended and is certified by the Federal Aviation Administration as a Commercial Service Airport.

These Rules and Regulations have been adopted by the Board of the Authority (the "Board"), and are issued pursuant to the authority by the Regional Airport Authorities Act and by the Aeronautics Code of the State of Michigan for the construction and operation of airports under its control and to safeguard the public. These Rules and Regulations are intended to provide for the safe, orderly, and efficient operation of the Airport.

- B. Violation of these Rules and Regulations shall subject the offender to administrative action by the Authority and to penalties for such violations as provided in Sections 1.9 and 11 of these Rules and Regulations.

1.4 SCOPE

- A. The Airport is governed by the Board under the Rules and Regulations set forth herein, the rules and regulations of the Michigan Aeronautics Commission, Federal Aviation Administration, Transportation Security Administration and other applicable Federal, State, and local laws, rules and regulations.
- B. All users of and any Persons on the Airport shall be governed by these Rules and Regulations and by any emergency directives issued by the

President & CEO pursuant to these Rules and Regulations. It shall be the responsibility of all Persons operating on the Airport to acquaint themselves with and adhere to the Rules and Regulations contained herein at all times. These Rules and Regulations supersede all those previously published and are subject to change by the Board at any time. These Rules and Regulations shall be applied and enforced equally with respect to all Persons, regardless of race, color, creed, national origin, sex, age, disability, religion, or political affiliation.

- C. These Rules and Regulations are not intended to amend, modify or supersede any provision of Federal, State, county, city or township law and/or ordinances, or any specific contractual agreement of the Authority with which they may conflict, and shall, insofar as possible, be interpreted so that no such conflict shall exist.

1.5 DEFINITIONS

The following words and phrases, as used in these Rules and Regulations, shall have the meanings indicated herein:

- (1) Accident: An occurrence, including any collision between an Aircraft, Vehicle, Person, stationary object or other property, that results in property damage, bodily injury or death. An entry into or emerging from a moving Vehicle or Vehicle by a Person, which results in bodily injury or death to such Person or another Person, or that results in property damage.
- (2) Advertising: The action of calling something (as a commodity for sale, a service offered or desired) to the attention of the public by audio recording, posting, distributing or displaying signs, literature, circulars, pictures, sketches, performative acts, or other forms of printed or written material or other display.
- (3) Aeronautical Activity: Any activity or service that involves, makes possible, facilitates, is related to, assists with, 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, in accordance with the interpretations of the FAA.
- (4) Agreement: A written contract, executed by two or more parties, and enforceable by law between the Authority and a Person granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities, including without limitation a lease, license, Permit, or concession.
- (5) Air Carrier Apron: The portion of the Ramp/Apron specifically designated by Airport Management for use by Commercial Air Carriers generally servicing the

public (e.g., Delta, American, United) for the parking, loading, unloading, servicing, and movement of Aircraft.

- (6) Air Operations Area (AOA): Restricted area of the Airport, either fenced or posted that provides access to locations where Aircraft are parked or operated. Areas include, but are not limited to, the Ramps/Apron, taxiways, runways, unimproved land attributed to the taxiways, runways and contiguous areas delineated for the protection and security of Aeronautical Activity.
- (7) Airport Traffic Control Tower (ATCT): Airport traffic control facility located at the Airport, and operated by the Federal Aviation Administration, which controls activity on the Movement Areas of the Airport.
- (8) Aircraft: Any contrivance now known or hereafter invented which is used or designed for navigation of or flight in the air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibious aircraft, Unmanned Aircraft Systems (UAS's) and seaplanes.
- (9) 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, grantee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.
- (10) Aircraft Rescue and Firefighting (ARFF): Fire protection and rescue for Aircraft emergencies as provided by the Authority.
- (11) Airport: Means the Gerald R. Ford International Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant application) and as it may hereinafter be extended, enlarged, or modified.
- (12) Airport Badging Office: The office responsible for processing and issuing GRR Identification Badges and access credentials to individuals who require authorized entry to controlled areas of the Airport.
- (13) Airport Certification Manual (ACM): A document required by the Federal Aviation Administration detailing the means and methods of the Authority's operation of the Airport as required by 14 CFR Part 139.
- (14) Airport Communications Center: A centralized facility responsible for receiving, monitoring, and dispatching communications, including routine operations and emergency coordination.

- (15) Airport Employee: Person of any organization, activity or government agency located on or contributing to the operation, maintenance or servicing of the Airport. An individual's designation as an "Airport Employee" is used only for purposes of administering this Agreement, and does not and may not be used to establish the existence of an employment, co-employment, or joint employment relationship between the Airport and any individual for purposes of any federal, state, or local tax, insurance, or employment-related laws.
- (16) Airport Layout Plan: The basic plan for the layout of the Airport that shows, at a minimum, the present boundaries of the Airport and of the offsite areas that the Authority owns or controls for Airport purposes, and of their proposed additions; the location and nature of existing and proposed Airport facilities (such as runways, taxiways, aprons, terminal buildings, hangars, and roads) and of their proposed modifications and extensions; and the location of existing and proposed non-aviation areas, and of their existing improvements. The current Airport Layout Plan (as of the effective date of these Rules and Regulations) is attached as Exhibit C. The Airport Layout Plan may be amended from time to time and is subject to FAA approval.
- (17) Airport Management: The President & CEO and his or her applicable designee(s).
- (18) Airport Operations: That division of the Authority that provides oversight for all Airport operations and is authorized to enforce airport rules and regulations.
- (19) Airport Operations Director: The individual responsible for overall management and supervision of Airport Operations, including airfield safety, regulatory compliance, terminal and concourse operations, and coordination among operational departments.
- (20) Airport Operations Manager: The individual responsible for day-to-day supervision of airfield safety, regulatory compliance, and coordination of the airfield among operational departments.
- (21) Airport Law Enforcement Officers (LEOs): Airport Law Enforcement Officers (LEOs) are provided by the Authority. They are authorized by statute with powers to arrest and issue citations, and are responsible for the enforcement of the rules, regulations and laws applicable to the Airport, the City of Grand Rapids, the State of Michigan and the Federal government.
- (22) Airport Security Coordinator: The individual designated by Airport Management to serve as the primary point of contact for security matters at the Airport and to ensure compliance with applicable security regulations.

- (23) Airport Security Program (ASP): The written plan concerning security at the Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.
- (24) Airport Terminal Building: The primary passenger terminal facility at the Airport, including all concourses, gate areas, ticketing areas, baggage handling areas, and associated public and operational spaces, as depicted on Exhibit B, as the same may be modified, expanded, or reconfigured from time to time.
- (25) Authority: The Gerald R. Ford International Airport Authority, a regional airport authority organized and existing by virtue of 2015 P.A. 95 and operated by the Board.
- (26) Authorized Signatory: An individual who has legal authority, whether by employment position, contractual relationship, or delegation of legal authority, to direct, supervise, or approve the activities of a certain other individual.
- (27) Badgeholder: An individual who has been issued a GRR Identification Badge.
- (28) Board: Board of the Gerald R. Ford International Airport Authority, responsible for the administration of the Airport.
- (29) Business Administration Manager: The individual responsible for overseeing the Airport's administrative, financial, and business-related functions, including budgeting, contracts, and office management.
- (30) Challenge Requirements: Requirements contained in the Airport Security Program which require one to verify if an individual is authorized to be in a restricted area of the Airport by requesting the display and verification of proper credentials.
- (31) Chief of LEOs: The designated senior Airport Law Enforcement Officer in charge of public safety at the Airport.
- (32) Chief of Aircraft Rescue & Fire Fighting: The designated senior official in charge of ARFF operations at the Airport.
- (33) Code of Federal Regulations (CFR): Codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.
- (34) Combustible Liquid: Any liquid having a flash point at or above 100 degrees Fahrenheit and below 200 degrees Fahrenheit.
- (35) Commercial Activity: To provide or offer to provide goods, services or entertainment in return for financial remuneration or remuneration in kind or a

promise of financial remuneration or remuneration in kind or to accept or agree to accept financial remuneration or remuneration in kind for the provision of goods, services or entertainment, regardless of whether the activity is aeronautical or non-aeronautical in nature. Commercial Activity includes photography, video recording, audio recording, or other similar activities performed for commercial purposes. The term “Commercial Aeronautical Activity” specifically includes any Aeronautical Activity that is conducted as a Commercial Activity.

- (36) **Commercial Air Carrier:** Any Person that undertakes directly by hire, lease or other arrangements to engage in the carriage by Aircraft of Persons or property for compensation. This definition includes, but is not limited to all classes of air carriers as defined by the Federal Aviation Administration.
- (37) **Commercial Transporter:** Any Person (other than a TNC) operating a Commercial Transport Vehicle (other than a TNC Vehicle) or Vehicles for the purpose of soliciting or transporting Persons and/or baggage to and/or from the Airport for hire. Examples of Commercial Transporters include, but are not limited to Taxicabs, limousines, Hotel Transport Vehicles, Courtesy Vehicles, delivery Vehicles and chartered or scheduled buses. This definition does not include TNCs, Peer-to-Peer Vehicle Sharing or the use of company owned/leased Vehicles provided to employees for personal use.
- (38) **Commercial Transport Vehicle:** Any Vehicle (other than a TNC Vehicle) used for the transportation of passengers, for hire or so constructed, or used to transport goods, wears or merchandise, and/or all Vehicles designed and used for drawing other Vehicles and so constructed as to carry any load thereon either independently or any part, or any part of, the weight of a Vehicle or load so drawn. This definition does not include TNC Vehicles or Peer-to-Peer Vehicle Sharing.
- (39) **Commercial Vehicle Lane:** Designated traffic lane, generally located in front of the Parking Structure. Such lane is reserved for use by Commercial Transport Vehicles and is separated from the Vehicle traffic lane by a median.
- (40) **Concessionaire:** A Person authorized by the Board through an Agreement to engage in Commercial Activity that includes the sale of consumer goods or services to the traveling public, other than Aeronautical Activity, including but not limited to a gift shop, restaurant, or car rental agency.
- (41) **Contractor:** A Person who, as part of an independent business, makes an agreement to do a specific piece of work, retaining control of the means and method of doing the job.

- (42) Courtesy Vehicle: Any Vehicle (other than a Hotel Transport Vehicle) provided by a company to pick up customers and guests or others, and/or deliver said customers and guests or others to the Airport.
- (43) Crosswalk: That portion of a roadway or parking lot included within the prolongation or connection of the lateral lines of sidewalks, intersections, or other portions of the roadway distinctly marked for pedestrian crossing by lines or other marking on the surface.
- (44) Curb Front: Designated area along the Vehicle Traffic Lane and adjacent to the Terminal Building for loading /unloading of passengers and baggage into and out of Vehicles.
- (45) Derelict Equipment: Any equipment that is not used on a regular basis for its intended purpose that is not reasonably required to be available for unscheduled use.
- (46) Designated Aircraft Parking Areas: Paved surfaces that have been rated to withstand the weight of parked Aircraft and designated by Airport Management for the parking of Aircraft.
- (47) Doping: The application of a preparation and process to strengthen and tighten Aircraft fabric.
- (48) Driver: A Person who operates a Vehicle or Motor Vehicle.
- (49) Emotional Support/Comfort/Therapy Animals: Any emotional support animal that provides companionship, relieves loneliness, and or helps with depression, anxiety, and certain phobias but that does not meet the definition of a Service Animal.
- (50) Engine Run-up: The operation of any Aircraft engine above idle speed for observation or Maintenance purposes.
- (51) Environmental Manager: The individual responsible for overseeing the Authority's environmental compliance, cleanup and remediation programs.
- (52) Environmental Protection Agency (EPA): An agency of the Federal government responsible for the implementation and enforcement of Federal environmental laws and regulations.
- (53) Escort: To accompany or supervise an individual(s) who does not have unescorted access authority to areas restricted for security purposes, as identified in the Airport Security Program.

- (54) Expressive Activities: All activities, including, but not limited to, leafleting and picketing that may be constitutionally protected forms of expression or religion.
- (55) Federal Aviation Administration (FAA): The division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- (56) Fine Payment Procedure: The process established by the Authority for the payment of fines, penalties, or other charges assessed under these Rules and Regulations, including the method of payment, applicable deadlines, and any administrative requirements or instructions issued by the Authority from time to time.
- (57) Firearm: Any weapon from which a dangerous object may be shot or propelled by the use of explosives, gas, air or mechanical means.
- (58) First Lieutenant of LEOs: The second-in-command to the Chief of LEOs.
- (59) Fixed Base Operator (FBO): A Person authorized and required, by Agreement with the Board, to provide to the public the sale of products, services, and facilities to include, at minimum, the activities as required by the Airport's Minimum Standards.
- (60) Flammable Liquids: Any liquid having a flash point of less than 100 degrees Fahrenheit (37.8°C). These liquids emanate vapor at relatively low temperatures in amounts sufficient to form ignitable mixtures with air. This includes any other Combustible Liquids used for Aircraft fuels.
- (61) Foreign Object Debris (FOD): Any object found in an inappropriate location that, as a result of being in that location, can damage equipment or Aircraft or cause injury to Airport Employees or other individuals.
- (62) Fueling Agent: Any Person, including its employees and agents, authorized by Airport Management through an Agreement to dispense aviation or Motor Vehicle fuels at the Airport.
- (63) General Aviation (GA): All phases of aviation other than Aircraft manufacturing, military aviation and scheduled and non-scheduled Commercial Air Carrier operations.
- (64) Geofence: A virtual perimeter around the Airport that is provided and supported by a TNC and approved by the Authority, and which prevents TNC Drivers who are within the Geofence from accepting requests for TNC Prearranged Rides from TNC Passengers located at the Airport unless the TNC Driver is in the TNC Staging Area.

- (65) Ground Support Equipment: any Vehicle, machine, device, or tool used at the Airport to service, support, or maintain Aircraft while on the ground, including equipment used for aircraft towing and pushback, passenger and cargo loading and unloading, fueling and defueling, de-icing, and any other ground-based servicing of aircraft.
- (66) GRR: The FAA's identifier for the Airport.
- (67) GRR Identification Badge (Badge): A badge issued by the Authority to an individual which allows them to access certain areas of the Airport.
- (68) Hazardous Materials: Any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, State or Federal law including, without limitation, any material, waste or substance which is petroleum or petroleum distillate, asbestos, polychlorinated biphenyls, defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.
- (69) Hotel Transport Vehicle: Any Vehicle provided by any hotel, motel, or other entity that provides public lodging accommodations, to pick up and/or deliver customers and guests or others to the Airport, regardless of whether such transportation is provided for a fee or free of charge.
- (70) Incident: Any unplanned, unexpected, or undesirable event that occurs on Airport property and has the potential to affect the safety, security, operations, environment, or infrastructure of the Airport, regardless of whether it results in injury, damage, or disruption.
- (71) Leafleting: The distribution of handbills, tracts, circulars, flyers, literature or other written or printed material for religious, charitable or other noncommercial purposes.
- (72) Loading Gate: The area reserved for the loading and unloading of Aircraft at the Airport Terminal Building.
- (73) Maintenance: The inspection, overhaul, repair, preservation, alteration, maintenance, or replacement of parts of an Aircraft, as described in 14 C.F.R. Part 43.

- (74) Michigan Aeronautics Commission: The agency created by the State of Michigan under Public Act 327 of the Public Acts of Michigan of 1945 or any successor thereto established by law.
- (75) Michigan Department of Environment, Great Lakes and Energy (EGLE): A department of the State of Michigan with authority for the federal Clean Water Act (33 U.S.C. § 1251 et seq.), the federal Clean Air Act (42 U.S.C. § 7401 et seq.), and the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, including Part 31 (Water Resources Protection) and Part 55 (Air Pollution Control) thereof.
- (76) Minimum Standards: Those qualifications, standards, and criteria set forth, by the Board, as the minimum requirements that must be met as a condition for the right to engage in applicable Aeronautical Activity at the Airport.
- (77) Minor Repair: Any repair that does not constitute a “Major Repair” or “Major Alteration” under 14 C.F.R. Part 43.
- (78) Mobile Refueling Vehicle: A Vehicle having a cargo tank (tank truck, tank full-trailer, tank semi-trailer) designed for or used in the refueling of Aircraft or carrying of fuel.
- (79) Motor Vehicle: A Vehicle which is self-propelled. This definition includes, but is not limited to, the following: automobiles, trucks, buses, limousines, semi-tractors, snowmobiles, motorcycles and mopeds.
- (80) Movement Area: Runways, taxiways, and their associated safety areas used for the taxiing, takeoff, and landing of Aircraft, exclusive of Ramp/Apron and Designated Aircraft Parking Areas. Movement on these areas is controlled by the FAA/ATCT during periods when the ATCT is operational.
- (81) Non-movement Area: Service areas (roads, Ramps, taxiways) related to movement of Aircraft and a Vehicle, including a Motor Vehicle, or other paved areas of the Airport for the movement or parking of Aircraft or Vehicles other than Movement Area. The ATCT may provide information for these areas that is advisory only and does not imply control or responsibility of non-movement areas.
- (82) Notice of Violation (NOV): A formal written notification issued by an authorized employee of the Authority to an individual, company, or organization for failing to comply with these Rules and Regulations.
- (83) Off-Airport Rental Car Company: Any Person engaged in the business of renting Motor Vehicles to and for use by the public that conducts no part of its business operations on Airport property, other than advertising inside the Airport

Terminal Building. This definition does not include entities engaged in operations related to Peer-to-Peer Vehicle Sharing.

- (84) Operate: To physically manipulate the controls of an Aircraft or Motor Vehicle necessary to put it in motion.
- (85) Operating Directive: An immediate order issued by Airport Management regarding procedures to ensure handling, policing, and protection of the public while at the Airport and to ensure compliance with all of the Federal, State and local laws, ordinances and regulations.
- (86) Parking Structure: The multi-level structure located adjacent to the Terminal Building and used primarily for the parking of Motor Vehicles by Airport users.
- (87) Passenger Loading and Unloading Zone: An area at the Airport designated by Airport Management and reserved for the exclusive use of Vehicles that are actually engaged in loading or unloading of passengers and/or baggage.
- (88) Peer-to-Peer Vehicle Sharing: The authorized use of a Motor Vehicle by Person other than the Vehicle's owner through a platform that is in the business of connecting Vehicle owners with Drivers to enable the sharing of Motor Vehicles for financial consideration.
- (89) Permit: An Agreement authorizing a Person to conduct Commercial Activity at the Airport, including Aeronautical Activity, without separately conveying the right to occupy Airport property.
- (90) Person: Any individual, partnership, limited partnership, corporation, limited liability company, association, joint venture, club, or professional limited liability corporation, or other legal entity (or their assignee, sublessee, receiver, trustee, or representative).
- (91) Picketing: To demonstrate or protest, as part of a labor demonstration or otherwise, by assembling, patrolling, walking, marching, parading, posting or sitting-in.
- (92) President & CEO: The Authority's Chief Executive Officer as that term is used in The Regional Airport Authority Act, Michigan Public Act 95 of 2015, as amended, or his designee, including anyone serving in the capacity of Interim or Acting CEO. The President & CEO may delegate any action to be taken by him/her under these Rules and Regulations to Airport Management.
- (93) Private Vehicle: A Vehicle (registered to an individual) transporting Persons or property for which no charge is paid directly or indirectly by the passenger or by

any other entity, excepting and excluding any Vehicle that is a Courtesy Vehicle as defined herein.

- (94) PTPS Application shall mean the mobile smartphone application or platform developed by a PTPS Operator that connects users with a PTPS Vehicle sharing marketplace.
- (95) PTPS Operations means the use of a Motor Vehicle by an individual other than the Vehicle's owner through a platform that is in the business of connecting Vehicle owners with Drivers to enable the sharing of Motor Vehicles for financial consideration.
- (96) PTPS Operator means any Person operating a peer to peer car sharing business through which PTPS Vehicle Owners provide PTPS Vehicles for use by users of such Person's PTPS Application at the Airport.
- (97) PTPS User means a Person using a PTPS Vehicle.
- (98) PTPS Vehicle means the passenger service Motor Vehicle offered through a PTPS Operator's PTPS Application.
- (99) PTPS Vehicle Owner means any Person who has been approved by a PTPS Operator to provide a PTPS Vehicle to users whose use of the PTPS Vehicle is arranged through such PTPS Operator's PTPS Application.
- (100) Ramp (Apron): A paved area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.
- (101) Rental Car: Any Motor Vehicle including, but not limited to, any automobile, truck, van or motorcycle whose owner holds such Vehicle out for hire for the public. This definition does not include Vehicles used in connection with Peer-to-Peer Vehicle Sharing.
- (102) Rules and Regulations: The provisions of this Resolution and all other duly passed resolutions and Operating Directives of the Board, as well as any Operating Directive issued by Airport Management.
- (103) Runway: A surface reserved exclusively for the landing and take-off of Aircraft.
- (104) SASO (Specialized Aeronautical Service Operator): A commercial aeronautical operator Person authorized by Agreement to that provide s any one or more Commercial Aeronautical Activities, other than an FBO.a combination of Aeronautical Activities or aeronautical services. Examples of these services may include Aircraft rental; flight training; Aircraft Maintenance; air ambulance; Aircraft sales; avionics, instrument or propeller services; ground service

equipment repair; Aircraft ground handling; or other specialized commercial flight support businesses.

- (105) Secured Area: A portion of the Airport, specified in the Airport Security Program, in which certain security measures specified in Part 1542 of 49 CFR Chapter XII are carried out. This area is where Aircraft operators and foreign air carriers that have a security program under Parts 1544 or 1546 of this chapter enplane and deplane passengers and sort and load baggage, and any adjacent areas that are not separated by adequate security measures.
- (106) Self-Service Fueling Activities: The authorized storage and dispensing of fuel by a Person solely in connection with Aircraft owned by such Person or under lease for such Person's exclusive use, and performed only by such Person or the Person's bona fide employees, and using only equipment owned by such Person or under lease for such Person's exclusive use, in accordance with an Agreement.
- (107) Security Identification Display Area (SIDA): That portion of the AOA requiring each Person to continuously display, on his/her outermost garment, above waist level, an Airport-approved identification medium unless the Person is accompanied by an Airport-approved Escort.
- (108) Service Animal: Any dog (and in some cases, miniature horses) that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a Service Animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping Persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.
- (109) Service Animal in Training: Any dog (and in some cases, miniature horses) that is being trained to be a Service Animal.
- (110) Service Road: A roadway within the AOA designated for use by Vehicles with non-movement area driving privileges. Service Roads are generally marked with white paint to delineate where Vehicles should operate around Aircraft.

- (111) **Significant Materials:** Any material which could degrade or impair water quality, including but not limited to : raw materials, fuels, solvents, detergents, and plastic pellets; finished materials such as metallic products; hazardous substances designated under Section 101 (14) of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (see 40 CFR 372.65); any chemical the facility is required to report pursuant to Section 313 of Emergency Planning and Community Right-to-Know Act (EPCRA); polluting materials as identified under the Part 5 Rules (Rules 324.2001 through 324.2009 of the Michigan Administrative Code); Hazardous Waste as defined in Part 111 of the Michigan Act; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have the potential to be released with storm water discharges.
- (112) **Smoking:** Inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, weed, plant, electronic cigarette or personal vaporizer.
- (113) **Solicitation or Soliciting:** A request, direct or indirect, for money, credit, property, financial assistance, or other thing of value in pursuit of a commercial activity or for religious, political or charitable purposes. Solicitation, as defined herein, shall be deemed completed when communicated to any Person located upon the Airport regardless of whether or not the Person making such solicitation receives any contribution or makes any sale referred to herein. Solicitation includes any entreaty or appeal where the soliciting Person initiates face-to-face contact with any Person, such as, without limitation, the gathering of signatures or circulation of a petition.
- (114) **Sterile Area:** A portion of the Airport defined in the Airport Security Program that provides passengers access to boarding Aircraft and to which that access generally is controlled by TSA, or by an Aircraft operator under Part 1544 or 49 CFR Chapter XII or a foreign air carrier under Part 1546 of said chapter, through the screening of Persons and property.
- (115) **Stopping, Standing or Parking:** Any stopping or standing of a Vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the direction of an LEO or traffic control signal, sign, or device.
- (116) **Storm Water Pollution Prevention Plan (SWPPP):** A guide that provides pollution prevention planning guidance for facilities with a National Pollutant Discharge Elimination System (NPDES) storm water permit. The Airport has developed a SWPPP, which is an official document of the Airport that documents processes and procedures for ensuring that significant materials associated with activities at the Airport do not come into contact or have minimized contact with storm water.

- (117) **Substantial Damage:** Damage to or structural failure of property (including, but not limited to, Aircraft, buildings, gates, facilities, systems, etc.) which adversely affects the structural strength or performance of such property (including, in the case of Aircraft, its flight characteristics), and which would normally require major repair or replacement of the affected component(s).
- (118) **Taxicab, Taxi, or Cab:** A licensed public Motor Vehicle carrier which is not designed to carry more than 9 passengers and is licensed as such by the City of Grand Rapids or any other municipality.
- (119) **Taxicab Loading Zone:** Designated area adjacent to the Airport Terminal Building for the loading/unloading of passengers and baggage into and out of Taxicabs under contract with the Airport.
- (120) **Taxicab Stand:** An area assigned for the exclusive use of Taxicabs (under contract with the Airport) awaiting passengers.
- (121) **Taxiway:** A surface used primarily by Aircraft to proceed to and from Ramps and runways.
- (122) **Tenant (Grantee/Permittee):** A Person authorized to occupy Airport property through an Agreement., corporation, or any other entity who occupies or rents property on the Airport or who is authorized to conduct business operations of any kind upon the Airport premises regardless of whether a written agreement with the Board for such business exists.
- (123) **Terminal Building:** Means the main airline terminal building at the Airport, including concourses and passenger loading bridges.
- (124) **Three Strikes Program:** A program developed to ensure continued security and safety awareness and compliance among Airport Employees, Tenants, Vendors and Contractors.
- (125) **TNC Digital Network:** An online-enabled application, website, or system offered or utilized by a TNC that enables the prearrangement of rides between TNC Passengers and TNC Drivers.
- (126) **TNC Driver:** An individual who satisfies all of the following:
- a. Receives connections to potential TNC Passengers and related services from a TNC in exchange for payment of a fee to the TNC.
 - b. Uses a personal Vehicle to offer or provide TNC Prearranged Rides to TNC Passengers upon connection through a TNC Digital Network in return for compensation or payment of a fee.

- (127) TNC Loading Area: The area adjacent to the Airport Terminal Building designated by Airport Management for loading and unloading of TNC Passengers and baggage.
- (128) TNC Passenger: An individual who receives a TNC Prearranged Ride from a TNC Driver.
- (129) TNC Prearranged Ride: The provision of transportation by a TNC Driver to a TNC Passenger, beginning when a TNC Driver accepts a ride requested by a TNC Passenger through a TNC Digital Network, continuing while the TNC Driver transports the requesting TNC Passenger, and ending when the last requesting TNC Passenger departs from the TNC Vehicle.
- (130) TNC Staging Area: The area on Airport property designated by the Airport Management where TNC Drivers shall park while waiting for TNC Passengers to request a TNC Prearranged Ride.
- (131) TNC Vehicle: Any TNC Passenger service Vehicle used by a TNC Driver.
- (132) Transportation Network Company ("TNC"): A Person that uses a TNC Digital Network to connect TNC Passengers to TNC Drivers who provide TNC Prearranged Rides. TNC does not include a Taxi service, transportation service arranged through a transportation broker, ridesharing arrangement, transportation service using fixed routes at regular intervals or Peer-to-Peer Vehicle Sharing (i.e., Uber or Lyft).
- (133) Transportation Security Administration (TSA): A division of the Department of Homeland Security created under the Aviation and Transportation Security Act of 2001. The TSA is charged with the responsibility of day-to-day Federal security screening operations for passenger air transportation.
- (134) Transportation Security Regulation (TSR): Federal regulation of the Transportation Security Administration as published in Title 49 of the Code of Federal Regulations.
- (135) Ultralight Vehicle: A Vehicle that is used only for aviation recreation, or sport aviation purposes, and satisfies all criteria and requirements of 14 CFR Part 103, including subsequent amendments.
- (136) Unmanned Aircraft System (UAS): An Aircraft operated without the possibility of direct human intervention from within or on the Aircraft which satisfies all applicable laws and regulations of the FAA, including subsequent amendments.

- (137) Vehicle: Every device in, upon, or by which a Person or property is, or may be transported or drawn upon a roadway regardless of means of propulsion, except devices moved upon stationary rails or tracks.
- (138) Vehicle Traffic Lane: Designated traffic lane, immediately adjacent to the front of the Airport Terminal Building. Such lane is generally reserved for use by non-Commercial Transport Vehicles, valet, and Private Vehicles, unless otherwise authorized/designated.
- (139) Vendor: Any Person or entity that sells real property, goods, or services.

1.6 ADMINISTRATION AND POLICY

- A. Administration of the terms of these Rules and Regulations shall be under the authority and control of Airport Management.
- B. Policymaking aspects of these Rules and Regulations reside with the Board.

1.7 EMERGENCY POWERS OF THE PRESIDENT & CEO

When an emergency exists at the Airport, the President & CEO or his/her designated representative is empowered to issue such directives and to take such action that, within his/her discretion and judgment are necessary or desirable to protect Persons and property and expedite the operation of the Airport. Such directives and actions of the President & CEO shall have the force of a regulation hereunder so long as said emergency exists.

1.8 CONFLICT WITH OTHER AUTHORITY

Should any part of these Rules and Regulations conflict with Federal or State law or local ordinance, then such Federal, State, or local authority will take precedence. The Rules and Regulations promulgated herein shall in no way supersede or abrogate regulations set forth in 49 CFR Part 1542 (Airport Security) or 14 CFR Part 139 (Certification and Operations of Land Airports). If any provision of these Rules and Regulations or the application thereof to any Person or circumstances is held invalid, the remainder of the Rules and Regulations shall not be affected thereby.

1.9 ENFORCEMENT

Airport Management shall enforce the provisions of these Rules and Regulations and may call upon Airport Operations, ARFF or LEOs for such assistance as Airport Management may from time to time require.

Civil Enforcement:

Removal from the Airport: Any Person who fails or refuses to comply promptly with the Rules and Regulations contained herein following notice of violation by Airport Management, where such noncompliance interferes with the management, regulation or operation of the Airport and its facilities or creates any hazard or condition that endangers the public or Airport personnel or property, may be promptly removed or ejected from the Airport by the authority of Airport Management.

Civil Fines: Any individual that violates these Rules and Regulations or violates the Airport Security Program or permits violations to occur on/in areas under their control shall be subject to fines by Airport Management according to the schedule of fines set forth in Exhibit A. Fines not remitted within 30 calendar days from the date of issue shall increase by a factor of two; fines not remitted within 90 days of the date of issue shall increase by a factor of three.

- A. Airport Employees and other Badgeholders: An Airport Employee or other Badgeholders' GRR Identification Badge may be suspended during the period of time when an investigation into an incident is taking place. Failure to pay fines may result in the permanent revocation of the individual's Badge and loss of access privileges.
- B. Concessionaires, Contractors, Tenants, Grantees, Permittees and Vendors: Fines shall be regarded as additional rent, fees or contract back charges as the case may be and shall be enforced in the same manner and to the same extent as nonpayment of rent and fees under the applicable Agreement or back charge against retainage, default or other remedy under the applicable Agreement or available in law or equity.

Any fines resulting from a violation of the Airport's Rules and Regulations not attributable to an individual employee shall be assessed to the appropriate Tenant, Vendor, or Contractor.

Notice of Violation: Airport Employees and other Badgeholders are additionally subject to the Notice of Violation Program described in Section 11 herein.

1.10 APPEAL PROCESS

Any company or individual may appeal any civil enforcement under Section 1.9 (except for a Notice of Violation, which may be appealed according to the procedures under Section 11) or any violation of the Three Strikes Program under Section 3.2 by following the steps below. Any revocation imposed pursuant to the 3rd Violation under Section 3.2 shall be imposed immediately and not stayed pending an appeal hereunder. With respect to all other

appealable penalties or violations, the imposition of same will be held in abeyance pending a proper and timely appeal to Step 1 or Step 2 as the case may be.

Step #1- Appeal the violation in writing to the Chief of LEOs within seven (7) business days of receiving a violation. The Chief of LEOs may rescind the violation if additional information presented establishes innocence. A decision will be made within seven (7) business days from date of receipt of the appeal. If the Chief of LEOs is unavailable, an appeal may be initiated at Step 2.

Step #2- If not satisfied with the outcome of a Step 1 appeal, an appeal may be brought to the Operations Director within seven (7) business days of the Step 1 decision. The Operations Director will render a decision within seven (7) business days of receipt of such appeal.

Step #3- If not satisfied with the outcome of a Step 2 appeal, an appeal may be brought to an Airport Committee (to include at least one (1) Director-level position, excluding the Operations Director and the Vice President & Chief Operating Officer, and whose composition and number shall be determined by the President & CEO). The appeal should be presented in writing and addressed to the President & CEO. The Airport Committee shall set a time and place for the meeting no later than fifteen (15) business days after receipt of the appeal and a decision must be rendered within fifteen (15) business days after the meeting. The decision of the Airport Committee is final.

2. PERSONAL CONDUCT

2.1 COMPLIANCE WITH SIGNS

All Persons shall observe and obey all posted signs, fences, doors, and barricades prohibiting entry into specified areas or governing the activities and demeanor of the public while on the Airport. See Exhibit A for fine amount.

2.2 TRESPASSING

Any Person or Persons who fail to leave the Airport, or a specified area thereof; or any Person or Persons who knowingly or willingly violate these Rules and Regulations, or who refuse to comply therewith after proper request to do so by Airport Management, shall be regarded as trespassing and shall be subject to removal from and denial of access to the Airport for such period of time as may be specified by Airport Management.

- A. No Person(s), singly or in association with others, shall by his/her or their conduct or by congregating with others prevent any Person or Persons lawfully entitled thereto from the use and enjoyment of the Airport and its facilities or any part thereof, or prevent any other Person or Persons lawfully entitled thereto from passage from place to place, or through entrances, exits, or passageways on the Airport.
- B. It shall be unlawful for any Person to remain in or on any public area, place, or facility at the Airport in such a manner as to hinder or impede the orderly passage in or through or the normal or the customary use of such area, place, or facility by Persons or Vehicles entitled to such passage or use.
- C. A Person shall not trespass upon the area within the boundary of an approved or licensed airport, landing field, or other aeronautical facility, or operate or cause to be operated a Vehicle or device, including any UAS, or conduct an activity upon or across a licensed airport, landing field, or other aeronautical facility, unless that operation or activity is authorized by Airport Management.

2.3 PRESERVATION OF PROPERTY

No Person may destroy, injure, deface, or disturb any building, sign, equipment, marker, or other structure, tree, flower, lawn, or other property on the Airport. Any Person causing or being responsible for such actions will immediately report such event to Airport Management. Failure to report such incidents may result in an assessed penalty. See Exhibit A for fine amount.

2.4 PUBLIC SAFETY

No Person shall adversely affect or endanger the health or safety of the public or employees of the Airport. See Exhibit A for fine amount.

3. SECURITY

The following provisions govern security at the Airport. The Authority has overall responsibility for security at the Airport as described in 49 CFR Part 1542 and further defined in the Airport's approved Airport Security Program. TSA directed security enhancements or measures as implemented by the Airport may supersede these Rules and Regulations. The Authority, by the President & CEO, reserves the right to deny, suspend or revoke the GRR Identification Badge of any individual when, in the sole opinion of the Authority, by the President & CEO, that Person poses a security threat.

3.1 SECURITY COMPLIANCE

Each Airport Tenant shall be responsible for the security of its leased/assigned premises, its employees and compliance with the Airport Security Program and other applicable programs and procedures (e.g. Three Strikes Program).

Each Airport Tenant shall be responsible for reimbursing the Authority any fines levied against the Authority by the TSA because of their failure or their employee's failure to comply with the provisions of the Airport Security Program or the Three Strikes Program. Fines shall include a fee for the administrative burden associated with the same as determined by Airport Management.

All Airport Employees, Tenants, Vendors and Contractors shall comply with the provisions of this document. This will ensure security awareness in compliance with provisions of the Airport Security Program and the Three Strikes Program, and the Notice of Violation Program.

No Person may make, or cause to be made, any of the following:

- A. Any fraudulent or intentionally false statement in any application for any access or identification medium.
- B. Any fraudulent or intentionally false entry in any record or report that is kept, made, or used to show compliance with the Airport Security Program.
- C. Any reproduction or alteration, for fraudulent purposes, of any access or identification medium issued by the Authority.

No Person may:

- D. Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a Person to tamper or interfere with, the system, measure, or procedure of the Airport Security Program.
- E. Enter or be present within a Secured Area, AOA, SIDA or sterile area without complying with the systems, measures or procedures being applied to control access to, or presence of or movement in such areas.
- F. Use, allow to be used, or cause to be used, any Airport-issued or Airport-approved access or identification medium that authorizes the access, presence, or movement of Persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than for which it was issued.

It is a violation for any Person to open or leave open, unlock or leave unlocked or leave unattended any perimeter security gate/door as described in the Airport Security Program, except when the gate/door is operated in compliance with the provisions of the Airport Security Program.

It is a violation for any Person to enter an area which is controlled for security purposes unless they are appropriately displaying a GRR Identification Badge, or are under proper Escort.

Each individual issued a GRR Identification Badge by the Authority shall be responsible for Challenge Requirements as contained in the Airport Security Program.

Each individual/employee is responsible for their GRR Identification Badge. In the event a Badge is lost or stolen, the employee shall report such to the Airport Communications Center. If an individual/employee loses their GRR Identification Badge they shall be required to pay a lost Badge fee, in addition to fees associated with the replacement of that Badge.

It is a violation of any Person to operate a Vehicle (motorized or other) which is not identified in compliance with the Airport Security Program.

3.2 THREE STRIKES PROGRAM

The purpose of the Three Strikes Program is to develop and ensure continued security and safety awareness and compliance among Airport Employees, Tenants, Vendors and Contractors. The program is applicable to all Persons who have been issued a GRR Identification Badge.

A. INDIVIDUAL VIOLATIONS

Absent any cause for revocation of security access privileges subject to Section 3, the following progressive penalty procedure may be generally followed for violations of security procedures and/or regulations, including the Airport Security Plan. The severity of the violation may deem a more severe action.

The process is as follows:

1st Violation - An Authority representative will confiscate the individual's GRR Identification Badge until the offender can be counseled by their manager/supervisor and the Authority has received a written letter on official company letterhead addressed to the President & CEO requesting reinstatement of the Badge. The letter must confirm that the required counseling on the severity of the violation has been completed. The individual is also required to complete the appropriate Authority security training program within ten (10) business days. Failure to complete re-training will result in the temporary suspension of the individual's GRR Identification Badge. Days elapsed between the time the Badge is revoked and letter presented will count as "time served".

2nd Violation - An Authority representative will confiscate the individual's GRR Identification Badge until the offender has re-taken the Authority security training program within ten (10) business days, the offender can be counseled by their employer, and the Authority has received a written letter on official company letterhead addressed to the President & CEO requesting reinstatement of the Badge. The letter must confirm that the required counseling on the severity of the violation has been completed. The Authority will ensure the individual's GRR Identification Badge is suspended for a minimum of three (3) working days.

3rd Violation – May result in permanent revocation of the individual's GRR Identification Badge.

Below are examples of individual violations that are applicable to the Three Strikes Program:

- Failure to properly display GRR Identification Badge
- Unauthorized presence in restricted area
- Failure to properly challenge under the Challenge Requirements
- Failure to properly identify a Vehicle
- Failure to properly Escort
- Using someone else's Badge
- Allowing someone to use your Badge
- Failure to secure an access point
- Piggybacking
- Failure to comply with any other provision of the Airport Security Program or applicable TSA Security Directive

A combination of any three (3) violations in a three (3) month period under the Three Strikes Program that are attributed to employees of a specific Tenant, Contractor or Vendor shall result in a \$ 100.00 fine being assessed to such Tenant, Contractor or Vendor. Each subsequent, consecutive quarter (three-month period) that the same Tenant, Contractor or Vendor receives three or more violations will result in a fine, double the amount of the prior quarter. If two or less strike violations are received by a Tenant, Contractor or Vendor during a designated three-month period (yearly quarter) the fine structure will reset to zero. Quarterly three-month periods shall be designated as follows: January - March, April - June, July - September, October - December.

B. TENANT, CONTRACTOR OR VENDOR VIOLATIONS

Any violation not attributable to an employee shall be assessed to the Tenant, Contractor, or Vendor responsible for the violation.

A combination of any three (3) violations in a six (6) month period under the Three Strikes Program that are attributed to employees of a specific Tenant, Contractor, or Vendor shall be assessed penalties to that Tenant, Contractor, or Vendor. A "Penalty" occurs when there are three (3) violations committed by employees or subcontractors of the same tenant, contractor or vendor within a six (6) month period of time. Violations drop off after six (6) months.)

The penalties are as follows, and may be amended from time to time:

1st Penalty - results in a fine of \$100.00.

2nd Penalty - results in a fine of \$250.00.

3rd Penalty - results in a fine of \$500.00.

Fines assessed against Tenants, Contractors or Vendors for security violations will double with each subsequent offense (example: \$1,000.00, \$2,000.00, etc.). All violations will be entered into a database for record keeping purposes and will remain on file for a rolling twenty-four (24) month period. If the Tenant, Contractor or Vendor does not have another penalty within twenty-four (24) months, a future offense will be treated according to the rules as a first offense. The Authority reserves the right to terminate an Agreement for repeated violations or failure to pay fines, subject to applicable notice and cure requirements.

4. PARKING AND VEHICLE OPERATIONS

4.1 PUBLIC PARKING

- A. No Person shall park or leave standing any Vehicle, whether occupied or not, on Airport premises except within designated parking areas and then only in accordance with regulations governing the use of said areas. See Exhibit A for fine amount.
- B. No Person shall double park any Vehicle in any area.
- C. No Person shall park or leave any Vehicle within areas designated as Passenger Loading and Unloading Zones other than while actively boarding or discharging Persons or freight from the Vehicle.
- D. No Person shall park, stop or leave standing any Vehicle of any type, except within areas designated for the particular type of Vehicle involved and then only in accordance with the posted regulations relating to the area and type of Vehicle.

- E. No Person shall park a Vehicle in excess of forty-five (45) days in the Long Term or fifteen (15) days in the Short Term Airport Parking Facilities. Vehicles parked in excess of the number of days mentioned herein are subject to tow or impound.
- F. No Person shall park any Vehicle in such a manner that the Vehicle shall not be entirely within one (1) stall as designated by the lines or marks on the pavement. Persons using two (2) or more parking spaces shall compensate the Authority according to the number of spaces used.
- G. No Person shall park any Vehicle in a manner that would impede the response of emergency Vehicles through Vehicle access gates.

4.2 ENFORCEMENT OF VEHICLE PARKING

- A. LEOs are authorized to immediately ticket and tow any Vehicle parked in violation of these Rules and Regulations or in such a manner as to obstruct Airport vehicular traffic or such that it disrupts the orderly flow of pedestrian traffic.
- B. A Vehicle towed under this Section shall be transported to a location for subsequent retrieval by the owner(s) thereof.
- C. The owner of any Vehicle parked at the Airport shall be deemed to have consented to pay the cost of removal and storage of the Vehicle when the same is parked contrary to the provisions of these Rules and Regulations.

4.3 EMPLOYEE PARKING

- A. Parking is provided to Airport-based employees. Parking for non-Airport-based crewmembers of Tenant airlines and their affiliates may be provided at the discretion of the Tenant manager and Airport Management, at the then-current employee parking fee. Failure to comply with the use of the assigned parking area may result in the loss of parking privileges and/or loss of the GRR Identification Badge or Airport-issued parking card. See Exhibit A for fine amount.
- B. Employee Vehicle parking permits or decals will be issued only to Persons authorized by Airport Management and will be valid only when used by the Person to whom it was issued and while that Person is an employee of an Airport Tenant.

- C. Airport Management is authorized to determine the period of time that any particular employee parking permit or decal will be valid and the fee to be required.
- D. Lost, stolen, or unserviceable parking permits will be replaced at the employee's or his or her company's expense.
- E. Employees utilizing parking permits will display, in the lower left-hand corner of the Vehicle windshield, a numbered Airport decal in serviceable condition. Parking permits are the property of the Authority and must be surrendered upon termination of parking privileges or upon sale or transfer of the Vehicle.
- F. Employees shall park only in the areas designated for employee parking by Airport Management. Employees are not allowed to park in the parking structure even if they are willing to pay the parking fee unless using the structure for personal use.
- G. Employees shall comply with any additional parking lot procedures and regulations promulgated by Airport Management.
- H. No Person shall park a Vehicle in excess of thirty (30) days in the Airport Employee Parking Lot. Vehicles parked in excess of thirty (30) days are subject to tow and impound. The Airport Employee will be responsible for all associated fees.
- I. No Person shall park a Vehicle in the Employee Parking Lot that is not in operable condition or that poses additional hazards due to damage or leaking fluids. Any such Vehicle shall be subject to towing and impoundment, and the owner of such Vehicle shall be responsible for all costs associated therewith.

4.4 VEHICLE OPERATING REQUIREMENTS

Any Person operating a Motor Vehicle on the Airport must possess a valid Motor Vehicle driver's license. Any Person that has been granted Movement Area or Non-movement Area driving privileges must immediately inform their supervisor upon having their Motor Vehicle driver's license suspended or revoked and shall refrain from driving on the Airport until otherwise allowed by the Authority. Supervisors must immediately inform Airport Badging Office and the Airport Operations Manager upon receiving such information from their supervisee. See Exhibit A for fine amount. It shall be unlawful and in violation of these Rules and Regulations for any Person to knowingly:

- A. Fail to comply with any lawful order or direction of any LEO vested by law with authority to direct, control or regulate traffic.
- B. Violate established programs controlling the operation of Vehicles on the AOA, Service Roads, or any other portion of the Airport. Vehicles operated on any portion of the Airport will be identified and controlled in compliance with the NOV Program, and Vehicles operated on any portion of the AOA will also be identified and controlled in compliance with the Airport Security Program.
- C. Operate any Vehicle other than an Aircraft on the Movement Area of the Airport without using an Authority approved light. Vehicles accompanied by an approved Escort Vehicle with an Authority-approved light shall be exempt from application of this subsection.
- D. Clean or make repairs to Vehicles on the Airport, except those Vehicles owned and operated by a Tenant. All cleaning and repair of Vehicles approved by Airport Management shall be performed in designated areas meeting Federal, State and local laws and regulations covering Vehicle cleaning and repair activities.
- E. Operate a Vehicle on the AOA or any Service Road without a functioning exhaust system.
- F. Operate a Vehicle on the AOA or any Service Road without a fully functioning emergency or parking brake, taillights and, during the hours between one half hour before sunset and one-half hour after sunrise and during other times when visibility is less than three (3) miles, headlights. If the Vehicle's lights are inoperative, the Vehicle shall not be operated during the above time period until repairs are completed.
- G. Operate a Vehicle or equipment on the AOA or any Service Road without proper company identification.
- H. Operate a Vehicle on the Non-movement Area without a "D", "M" or "LM" designation on their GRR Identification Badge. Vehicles accompanied by an Authority-approved Escort Vehicle shall be exempt from this requirement.
- I. Operate a Vehicle on the Movement Area without prior approval from the Authority and proper clearance from the ATCT during periods in which the ATCT is open, including when the ATCT is open outside of its regular schedule.

- J. Fail to maintain ground equipment free from leakage of engine fluids, excessive discharge of exhaust gasses, and excessive noise. If any of the above conditions exist, the Vehicle shall be repaired in a timely manner. Airport Management may order the equipment out of service until necessary repairs are completed.
- K. Operate a Vehicle in excess of fifteen (15) mph on the Ramp, Service Roads, or within fifty (50) feet of an Aircraft or building.
- L. Fail to give Aircraft and pedestrians the right of way over Vehicles on the AOA or any Service Road.
- M. Operate any Vehicle between an Aircraft and a gate or under a passenger loading bridge, unless for purposes of responding to or preparing for an emergency.
- N. Park a Vehicle near any Aircraft in such a manner so as to prevent it or the other ground equipment from being readily driven or towed away from the Aircraft in case of an emergency.
- O. Park a Vehicle or equipment in such a manner as to restrict the safe and efficient movement of other motorized ground equipment or Aircraft on any portion of the AOA or any Service Road.
- P. Park a Vehicle or equipment in an area that is not approved by Airport Management for such parking.
- Q. Park Vehicles or equipment not related to baggage handling in the baggage makeup area.
- R. Use studded tires or chains on any paved Airport surface.
- S. Employees shall not leave any Vehicle unattended at the terminal curb for any reason related to personal business or personal gain. This area is designated for active loading and unloading only. Use of the terminal curb for unauthorized purposes is strictly prohibited. Violations of this rule may result in citations, towing at the owner's expense, and/or disciplinary action up to and including revocation of the individual's GRR Identification Badge.

4.5 ACCIDENTS

All Persons involved in an Accident on the Airport shall report the Accident to the Airport Communications Center and a LEO (or, in the event of an Aircraft related incident, report to Airport Operations), as soon after the Accident as possible (but no later than twenty-four (24) hours), furnishing their names,

addresses, and any other required information. The individual concerned is responsible for making such additional reports as may be required by Federal, State and local laws and regulations.

5. COMMERCIAL GROUND TRANSPORTATION

- A. No Commercial Transporter (other than a Hotel Transport Vehicle) shall transport any Person to or from the Airport, without possessing a license to do so pursuant to a written Agreement between Commercial Transporter and the Authority. See Exhibit A for fine amount.
- B. No Hotel Transport Vehicle shall transport any Person to or from the Airport, without possessing a license to do so pursuant to a written Agreement between the owner and operator of such Hotel Transport Vehicle and the Authority.
- C. No Commercial Transport Vehicle shall be operated in violation of traffic ordinances established by Federal, State and local laws or ordinances, nor in any event without proper regard for the public safety and welfare.
- D. No Commercial Transport Vehicle shall be operated in violation of these Rules and Regulations.
- E. No Commercial Transport Vehicle shall be operated on the Airport until such Vehicle has been registered in accordance with all appropriate requirements of Federal, State and local laws or ordinances and all proper licenses have been obtained therefore.
- F. Airport Management shall have the right at any time (upon display of proper identification) to enter into or upon any Commercial Transport Vehicle for the purpose of determining that all the provisions of these Rules and Regulations are being properly adhered to. After such inspection, any Vehicle found to be unsuitable in accordance with provisions as set forth in these Rules and Regulations may be immediately barred from the Airport by Airport Management.
- G. Upon entry onto the Airport without passengers or after discharging passengers at the Airport terminal, each Commercial Transport Vehicle shall proceed to the proper parking area designated by Airport Management or leave the Airport.
- H. Commercial Transport Vehicles authorized to operate on the Airport shall use only the commercial loading/unloading areas designated by Airport Management for such purpose. Use of the commercial

loading/unloading areas shall be in accordance with any regulations set forth by Airport Management.

Taxicabs shall remain in queue while in the Taxicab Stand and proceed to the Taxicab Loading Zone on a "first-in/first-out" basis. The Taxicab in position to be loaded may not refuse a properly presented fare. Taxicabs in the Taxicab Loading Zone that have been hired for an incoming fare which has not arrived must proceed out of the Taxicab Loading Zone to the nearest open space within the passenger loading/unloading zone.

- I. No Person may solicit passengers or fares on the Airport except as allowed under these Rules and Regulations.
- J. All Commercial Transporter Vehicles must conform to a standard of cleanliness established by Airport Management.
 - (1) The exterior of Commercial Transport Vehicles shall be maintained in a clean, undamaged condition and present a favorable appearance. Exterior of Commercial Transport Vehicles shall include body paint, all glass, hubcaps, head and taillights, grills, bumpers and body trim. Commercial Transport Vehicles that have been damaged and can be driven safely in accordance with State law and without reduction to the customers' comfort shall be given a three (3) week grace period to perform necessary repairs. After such time, the Vehicle will be restricted from operating at the Airport until proper repairs are made.
 - (2) The interior of approved Commercial Transport Vehicles, including the trunk, shall be maintained in a condition so as to be free of grease, dirt and trash. Passengers shall be able to use the seats and trunk of the Vehicles without fear of soiling or damaging either their wearing apparel or their luggage. Interior seat fabric must not be ripped, torn or have holes.
 - (3) All Commercial Transport Vehicles must be free from leakage of engine fluids, excessive discharge of exhaust gasses and excessive exhaust noise. In addition, all heating and/or air conditioning units must be operational.
 - (4) Driver's Appearance: Commercial Transport Vehicle Drivers shall be properly attired in a clean shirt or blouse with collar, and slacks or skirts. Drivers shall wear shoes or dress boots with socks (no sandals permitted). Drivers shall be clean shaven or

have facial hair neatly trimmed and maintain a well-groomed appearance and sanitary hygiene.

- (5) Driver Conduct: Each Driver of a Commercial Transport Vehicle shall remain in his/her Vehicle or immediately adjacent to his/her Vehicle at all times while such Vehicle is on the Airport except for those Drivers who get out and leave their Vehicle in the queue to use the restroom facilities. Taxicab Drivers must remain in their Vehicles when in the Taxicab Stand and the Taxicab Loading Zone. Nothing in this subsection shall be held to prohibit any Driver from aligning to a street or sidewalk for the purpose of assisting passengers into or out of his/her Vehicle.

Each Driver of a Commercial Transporter Vehicle shall treat members of the public with the utmost courtesy, at all times. No Driver shall solicit patronage in a loud or annoying tone of voice, nor shall any Driver annoy any Person by any sign, nor shall any Driver obstruct the movement of any Person.

- K. Each Commercial Transporter shall procure and maintain insurance coverage limits as required in the Fiscal Insurance Requirement policy adopted by the Board. Each policy shall name the Authority as a named insured and shall contain a waiver of all subrogation in favor the Authority.
- L. From time to time the Authority may review applicable insurance limits and coverages and each Commercial Transporter agrees to provide insurance as shall then comply with current policy requirements of the Authority.
- M. Each Commercial Transporter shall indemnify, protect, defend, and hold the Authority and the County of Kent, Michigan, completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any Person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising or alleged to arise, either directly or indirectly, out of or in connection with the use of the Airport by such Commercial Transporter and its Drivers, officers, agents, employees, contractors, subcontractors, licensees, or invitees or the negligent acts or omissions or willful misconduct of such Commercial Transporter or its Drivers, officers, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury,

death or damage is caused by the sole act or omission of such Commercial Transporter or its agents, representatives, contractors or employees. Each Commercial Transporter shall give the Authority notice of any such claims or actions within five (5) business days of any such claim.

- N. To the extent that there are any inconsistencies between these Rules and Regulations and an Agreement between the Authority and a Commercial Transporter, the specific Agreement shall prevail.
- O. Any Driver or Commercial Transporter who violates any provision of these Rules and Regulations shall be subject to penalty as set forth herein.
- P. Rental Car Parking:
 - (1) Rental Cars shall park only in spaces designated in the Rental Car ready lot or designated service facility. The Rental Car ready lot shall be utilized only by on-Airport rental car companies having a contractual relationship with the Board authorizing the use of said lot.
 - (2) Rental Cars owned by an Off-Airport Rental Car Company may be parked in areas designated for public parking and shall conform to all regulations applicable to privately owned Vehicles.
 - (3) Any Vehicle including any Rental Car which is parked in a public parking area of the Airport shall be treated as a privately owned Vehicle for purposes of determining the applicable parking fee.
 - (4) Courtesy Vehicles operated by Off-Airport Rental Companies shall utilize spaces provided in the Commercial Vehicle Lane and shall have no more than one Vehicle in the Commercial Vehicle Lane at any one time.

5.1 TRANSPORTATION NETWORK COMPANIES

- A. No TNC shall conduct, nor permit its affiliate TNC Drivers to conduct, TNC operations on the Airport, including without limitation soliciting TNC Passengers or transporting any Person to or from the Airport, without possessing a license to do so pursuant to a written Agreement between the TNC and Authority.
- B. No TNC Vehicle shall be operated in violation of traffic ordinances established by the Authority or Federal, State and local laws or ordinances or without proper regard for the public safety and welfare.

- C. No TNC Vehicle shall be operated in violation of these Rules and Regulations.
- D. No TNC Vehicle shall be operated on the Airport until such Vehicle has been registered in accordance with all appropriate requirements of Federal, State and local laws or ordinances and all necessary licenses have been obtained.
- E. Airport Management shall have the right at any time (upon display of proper identification) to enter into or upon any TNC Vehicle for the purpose of determining that all the provisions of these Rules and Regulations are being properly adhered to.
- F. Upon entry onto the Airport without TNC Passengers or a confirmed request for a TNC Prearranged Ride, or after discharging TNC Passengers at the TNC Loading Area, each TNC Vehicle shall proceed to the TNC Staging Area or leave the Airport.
- G. TNC Vehicles authorized to operate on the Airport shall use only the TNC Loading Area for purposes of loading/unloading of TNC Passengers and baggage into and out of TNC Vehicles. Use of the TNC Loading Area shall be in accordance with any regulations set forth by Airport Management.
- H. No Person may solicit TNC Passengers or fares on the Airport except as allowed under these Rules and Regulations.
- I. All TNC Vehicles must conform to a standard of cleanliness established by Airport Management.
 - (1) The exterior of TNC Vehicles shall be maintained in a clean, undamaged condition and present a favorable appearance. Exterior of TNC Vehicles shall include body paint, all glass, hubcaps, head and taillights, grills, bumpers and body trim. TNC Vehicles that have been damaged and can be driven safely in accordance with State law and without reduction to the TNC Passengers' comfort shall be given a three (3) week grace period to perform needed repairs. After such time, such TNC Vehicle will be restricted from operating at the Airport until proper repairs are made.
 - (2) The interior of approved TNC Vehicles, including the trunk, shall be maintained in a condition so as to be free of grease, dirt and trash. TNC Passengers shall be able to use the seats and trunk of the Vehicles without fear of soiling or damaging either their wearing apparel or their luggage. Interior seat fabric must not be ripped, torn or have holes.

(3) All TNC Vehicles must be free from leakage of engine fluids, excessive discharge of exhaust gasses and excessive exhaust noise. In addition, all heating and/or air conditioning units must be operational.

(4) Driver Conduct:

(a) Each TNC Driver shall remain in his/her Vehicle or immediately adjacent to his/her Vehicle at all times while such Vehicle is on the Airport except for those Drivers who get out and leave their Vehicle in the TNC Staging Area to use the restroom facilities. Nothing in this Section shall be held to prohibit any TNC Driver from aligning to a street or sidewalk for the purpose of assisting TNC Passengers into or out of his/her Vehicle.

(b) No TNC Driver shall solicit patronage in any method outside of the TNC Digital Network, nor shall any TNC Driver annoy any Person by any sign or obstruct the movement of any Person. TNC Drivers may only solicit or accept requests for TNC Prearranged Rides from TNC Passengers located on the Airport when such TNC Driver is either in the TNC Staging Lot or is located outside of the Geofence.

(c) Each TNC Driver shall treat members of the public with the utmost courtesy, at all times.

J. Each TNC and all TNC Drivers shall procure and maintain insurance coverage limits as required in the Fiscal Insurance Requirement policy adopted by the board, but in no case less than the limits required by Michigan Public Act 345 of 2016, as amended, or any successor legislation thereto. Each policy shall name the Authority as a named insured and shall contain a waiver of all subrogation in favor the Authority.

From time to time the Authority may review applicable insurance limits and coverage's and each TNC and all TNC Drivers agree to provide insurance as shall then comply with current policy requirements of the Authority.

(a) Each TNC shall indemnify, protect, defend, and hold the Authority and the County of Kent, Michigan, completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any Person or damage to any

property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising or alleged to arise, either directly or indirectly, out of or in connection with the use of the Airport by such TNC, its TNC Drivers, officers, agents, employees, contractors, subcontractors, licensees, or invitees or the negligent acts or omissions or willful misconduct of such TNC, its TNC Drivers, officers, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death or damage is caused by the sole act or omission of such TNC, its agents, representatives, contractors or employees. Each TNC shall give the Authority notice of any such claims or actions within five (5) business days of any such claim.

- (b) To the extent that there are any inconsistencies between these Rules and Regulations and an Agreement between the Authority and a TNC, the specific Agreement shall prevail.
- (c) Any TNC Driver or TNC who violates any provision of these Rules and Regulations may be barred from the Airport by Airport Management.

5.2 PEER-TO-PEER VEHICLE SHARING

- A. No PTPS Operator shall conduct, nor permit its PTPS Vehicle Owners to conduct, PTPS Sharing Operations on the Airport without possessing a license to do so pursuant to a written Agreement with the Authority.
- B. No PTPS Vehicle shall be operated in violation of traffic ordinances established by the Authority or Federal, State and local laws or ordinances or without proper regard for the public safety and welfare.
- C. No PTPS Vehicle shall be operated in violation of these Rules and Regulations.
- D. No PTPS Vehicle shall be operated on the Airport until such Vehicle has been registered in accordance with all appropriate requirements of Federal, State and local laws or ordinances and all necessary licenses have been obtained.

- E. PTPS Vehicles authorized to operate on the Airport shall use only the areas designated in the Agreement with the Authority for purposes of dropping off and/or picking up PTPS Vehicles.
- F. All PTPS Vehicles must conform to a standard of cleanliness established by Airport Management.
 - (1) The exterior of PTPS Vehicles shall be maintained in a clean, undamaged condition and present a favorable appearance. Exterior of PTPS Vehicles shall include body paint, all glass, hubcaps, head and taillights, grills, bumpers and body trim.
 - (2) The interior of PTPS Vehicles, including the trunk, shall be maintained in a condition so as to be free of grease, dirt and trash. PTPS Users shall be able to use the seats and trunk of the PTPS Vehicles without fear of soiling or damaging either their wearing apparel or their luggage. Interior seat fabric must not be ripped, torn or have holes.
 - (3) All PTPS Vehicles must be free from leakage of engine fluids, excessive discharge of exhaust gasses and excessive exhaust noise. In addition, all heating and/or air conditioning units must be operational.
- G. Each PTPS Vehicle Owner shall procure and maintain insurance coverage limits required by the Agreement.

From time to time the Authority may review applicable insurance limits and coverage's and each PTPS Operator and all PTPS Vehicle Owners agree to provide insurance as shall then comply with current policy requirements of the Authority.

- H. Each PTPS Operator shall indemnify, protect, defend, and hold the Authority and the County of Kent, Michigan, completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any Person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising or alleged to arise, either directly or indirectly, out of or in connection with the use of the Airport by such PTPS Operator, its PTPS Vehicle Owners, customers, PTPS Users, officers, agents, employees, contractors, subcontractors, licensees, or invitees or the negligent acts or omissions or willful misconduct of such PTPS Operator, its PTPS Vehicle Owners, customers, PTPS Users, officers, agents, employees, contractors, subcontractors,

licensees, or invitees, except to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of the Authority, its agents, representatives, contractors or employees.

- I. To the extent that there are any inconsistencies between these Rules and Regulations and an Agreement between the Authority and a PTPS Operator, the specific Agreement shall prevail.
- J. Any PTPS Vehicle Owner or PTPS Operator who violates any provision of these Rules and Regulations may be barred from the Airport by Airport Management.

6. AIR OPERATIONS AREA (AOA)

No Person shall operate any Aircraft to, from, or on the Airport, or service, repair or maintain any Aircraft, or conduct any Aircraft operations on or from the Airport, except in conformity with all applicable regulations of the FAA, TSA, State of Michigan and Airport Rules and Regulations governing such operations. It shall be the responsibility of all Persons operating on the Airport to acquaint themselves with and adhere to the Rules and Regulations contained herein at all times. See Exhibit A for fine amount.

Access to the AOA is controlled and requires AOA authorization with a GRR Identification Badge and individual pin number. Any individual, whether or not they appear to have a legitimate GRR Identification Badge, who is unable to access the AOA on their own should be considered suspicious. Do not let such an individual inside the fence or into any restricted areas of the Airport and immediately notify a LEO. No personal Vehicles shall be permitted within the AOA without approval from the Airport Security Coordinator.

- A. Whenever Airport Management believes the condition of the Airport or any part of the Airport to be unsafe for Aeronautical Activity, Airport Management has the authority to close the Airport or any part thereof.
- B. Airport Management may delay or otherwise restrict any flight activity or other operation of any Aircraft at the Airport for reasons related to the public health, safety or welfare. This includes, but is not limited to, the following types of specialized Aeronautical Activity: ultralights, balloons, gliders, skydiving, UAS operations or banner towing.
- C. No air meets, air shows, aerial demonstrations, UAS flights or other special activities shall be held at the Airport or above any lands owned by the Airport unless advance written permission is obtained from Airport Management and the FAA.

- D. All Commercial Air Carriers using the terminal shall load/unload passenger from Loading Gates unless prior approval is obtained from Airport Management or Airport Operations.
- E. Tenants shall monitor and control their passenger Ramp loading/unloading activities to ensure passenger safety at all times.
- F. All Aircraft utilizing Loading Gates must be parked in accordance with parking position markings unless prior approval is obtained from Airport Management.
- G. General Aviation Aircraft may not use the Air Carrier Apron or Terminal Building facilities unless authorized by Airport Management.
- H. Supplemental Parking: Requests for parking unscheduled Aircraft on non-leased areas must be made in advance by utilizing the gate management system controlled by Airport Operations. Such requests shall be granted on a first come, first served basis.
- I. Disabled Aircraft: It is the responsibility of the Aircraft owner or operator to promptly remove disabled Aircraft and parts thereof upon approval from the appropriate governmental authorities. If any Person refuses or is unable to move an Aircraft or part thereof as directed by Airport Management, the Aircraft or part may be moved by Airport Management at the owner's or operator's expense and without liability on the part of the Authority for damage which may result in the course of or by reason of such moving. The same shall apply to the removal of wrecked or damaged Aircraft and parts on any portion of the Airport.
- J. Derelict Aircraft: No Person shall park or store any Aircraft in non-flyable condition on the Airport, including on areas leased by such Person, for a period more than ninety (90) days, without written permission from Airport Management.
- K. Aircraft Accident Reporting: Persons involved in Aircraft Accidents or Incidents which occur on the Airport and which involve Substantial Damage shall make a full report thereof to the Airport Communications Center as soon after the Accident as possible. It shall be a violation of these Rules and Regulations to withhold or deny information to the Authority. Such an infraction will be punishable by a fine or other administrative action deemed appropriate.
- L. Towing of Aircraft: Airport Management may authorize the towing or other movement of Aircraft parked in violation of these Rules and Regulations at the owner's or operator's expense and without liability on

the part of the Authority, its officers, employees or agents for damage which may result in a course of or by reason of such moving. All Aircraft towing on the Air Carrier Apron must be done with Aircraft running lights on or with at least one qualified marshal at each wing tip unless in the case of an emergency. Aircraft shall not be parked in a manner that could or does disrupt or impede other operations, without prior permission from Airport Management.

- M. No Person shall operate any Aircraft weighing more than the designated load bearing capacity of any pavement being a part of the Airport premises without permission from the Airport Management.
- N. No Tenant holding an Agreement for use or occupancy of a paved area or operating under a use agreement may permit Aircraft or equipment to exceed the weight-bearing capability of any portion of pavement under their control without permission from Airport Management.
- O. No Person shall operate any Aircraft contrary to an Airport-issued Notice to Airmen (NOTAM) as published by the FAA.
- P. Unless otherwise approved by Airport Management, no Person shall enter any portion of the AOA without a proper GRR Identification Badge or under Escort to perform official duties.
- Q. No Person may enter the Movement Area except for Aircraft operators and employees with proper ATCT clearance and driving privileges marked on their GRR Identification Badge as "M" or "LM".
- R. No Person shall conduct any snow removal activity on the AOA unless authorized to do so under the Airport Snow & Ice Control Plan.
- S. The starting or operating of Aircraft engines inside any hangar is prohibited.
- T. No Person shall use chain or metal cable to tie down an Aircraft.
- U. No Person shall put in motion any Aircraft without permission of the owner.
- V. No Person shall use any substance not approved by the FAA and/or provided by the Authority, such as road salt, for the purpose of melting snow or ice on the AOA.
- W. All Persons are required to wear a high visibility or reflective garment when operating outside of Vehicles on the Air Carrier Apron for any extended period.

7. AIRPORT BUSINESS AND COMMERCIAL OPERATIONS

It shall be unlawful and a violation of these Rules and Regulations for any Person or entity:

- A. To engage in any Commercial Activity or service on the premises of the Airport without first obtaining an Agreement with the Authority. See Exhibit A for fine amount.
- B. To engage in any Commercial Activity not specifically authorized by Agreement with the Authority.
- C. To Solicit for any purpose, at the Airport, in any manner unless such Solicitation is approved pursuant to an Agreement with the Authority.
- D. To post, distribute or display signs, advertisements or distribute circulars except pursuant to conditions of an Agreement with the Authority.

8. EXPRESSIVE ACTIVITIES

8.1 PURPOSE

These Rules and Regulations shall apply to all Expressive Activities which include Picketing, Leafletting and Solicitation conducted on any area of the Airport. The Airport is a security-sensitive environment, designed and used as an air transportation facility. The Airport is neither designed nor intended as a public forum for Expressive Activities. Such activities will only be permitted in or upon the public areas of the Airport, in areas designated by the Airport Management and in the manner prescribed by these Rules and Regulations.

These Rules and Regulations will be enforced in a viewpoint-neutral manner without regard to either the identity of the Person seeking to engage in Expressive Activities or the viewpoint of the message sought to be communicated.

These provisions are adopted in order to maintain and enhance the efficient operation of the Airport for the following purposes:

- A. To ensure the free and orderly flow of pedestrian traffic through the Airport premises and to ensure the efficient functioning of Airport operations and services by avoiding congestion, operational disruptions, duress and disturbance to passengers, patrons, concessionaires and tenants.
- B. To ensure that the security of the Airport is properly maintained.

- C. To protect Persons using the Airport from fraud, deceptive practices, harassment, intimidation, interruption and inconvenience.
- D. To protect the business operations of Concessionaires and Tenants.
- E. To ensure a reasonable balance between Persons wishing to exercise constitutional freedoms, Tenants and Concessionaires, the traveling public and the Airport's orderly and efficient operation.

8.2 SOLICITATION

No Person shall engage in any solicitation on the Airport unless authorized to do so in writing by Airport Management. See Exhibit A for fine amount.

8.3 GENERAL RULES APPLICABLE TO ALL EXPRESSIVE ACTIVITIES

All Persons engaged in ExpressiveActivities at the Airport shall be subject to the following general rules:

- A. All Expressive Activities on the Airport require a written permit from Airport Management. No more than one (1) Person may possess a permit at any given time for a single location. A permit may be issued for a period not exceeding ten (10) business days or such longer period as approved by Airport Management provided that Airport Management may cancel or revoke a permit upon twenty-four (24) hours' notice if the Airport receives a permit request from a different organization.
- B. All Persons shall request a permit with Airport Management during normal business hours, not less than forty-eight (48) hours in advance of conducting Expressive Activities. An application for a permit may be obtained at Authority Offices at 5500 44th Street SE, Grand Rapids, Michigan 49512 or by contacting the Authority on our website at grr.org/contact-us and shall include the name, address (no post office box), email address and telephone number of the contact Person and the dates, times and specific details of the Expressive Activities. Until the expiration of the permit, the Person shall update the information provided with the application as needed to keep such information current.
- C. No Person shall conduct such activities within eight (8) feet of premises leased or assigned to or provided for a Concessionaire or Tenant (such as a restaurant or shop), rest rooms, stairs, elevator, doorways or entranceways, information desk, and not within sixteen (16) feet of passenger or baggage screening locations. The Authority has identified

locations which meet these requirements and can provide the locations upon request.

- D. No Person shall conduct such activities upon any street, roadway, drive or parking lot at the Airport.
- E. No Person shall use sound or voice amplification systems, musical instruments, radio communication systems or other mechanical sound devices.
- F. No Person shall make a loud noise or shout or speak at a level which disturbs or interferes with the ability of others to hear announcements over the Airport public address system or to transact business at the Airport.
- G. No Person shall in any way obstruct, delay or interfere with the free movement of any Person, nor shall any Person assail, coerce, threaten or physically disturb any other Person.
- H. Parades or congregations of Vehicles are prohibited on Airport roadways.
- I. No Person conducting Expressive Activities shall contact, verbally engage or call the attention of any Airport patron or passenger unless the patron or passenger initiated the contact with the Person.
- J. No Person shall set up any table, chair, stationary rack, vending machine or other structure or use any stationary or wheeled device, with the exception of Persons requiring the use of a wheelchair or other disadvantaged related device; provided, that the Airport Management may authorize a small table, space provided, for a nominal fee.
- K. No Person shall wear or carry a sign or placard larger than 24" x 28" in size. No signs, placards or other material shall be affixed to the exterior or interior of any building or other appurtenance within the Airport premises without Airport Management's approval.
- L. All Persons conducting Expressive Activities at the Airport agree to indemnify the Authority, its agents and employees, from and against any and all claims and demands by any third parties, whether just or unjust, for personal injuries (including death) or property damage (including theft or loss) caused by or alleged to be caused by the activities of such Person on the Airport.
- M. Expressive Activities within Airport Terminal Building:

(1) Picketing or Soliciting anywhere inside the Airport Terminal Building or between the Terminal Building and the Airport Parking Garage is prohibited.

(2) Leafleting activities shall be confined to the front of the baggage claim area in the Airport Terminal Building (Exhibit B). Airport Management is authorized to wholly or partially revoke, restrict or suspend a permit or to temporarily alter the location for conduct under the permit in the event of peak passenger times, security threats, or emergencies that disrupt the normal operations of the Airport or threaten the security of the public, such as terrorist attacks, strikes, aircraft or traffic accidents, riots, civil unrest or power failures. In addition, the Airport Management is authorized to alter the location due to construction and/or cleaning and maintenance activities.

(3) Leafleting shall be conducted in Person by not more than two (2) Persons from a single group, organization or cause in each location at a time.

(4) Leafleting may only be conducted between the hours of 8:00 AM to 5:00 PM., Monday through Friday and when Authority administration personnel are on duty.

(5) At the conclusion of his or her leafleting, each Person shall pick up all discarded leaflets and properly dispose of them or remove them from the premises.

N. Expressive Activities outside the Airport Terminal Building:

(1) Expressive Activities shall be confined to the areas of the Airport described as public sidewalks, as designated by Airport Management, other than those immediately in front of or adjacent to the Terminal Building and the Airport Parking Garage.

(2) Leafleting and Picketing shall be conducted in Person by not more than three (3) Persons from a single group, organization or cause in each location at a time.

(3) Leafleting may only be conducted between the hours of 8:00 AM to 5:00 PM., Monday through Friday and when Authority administration personnel are on duty.

(4) At the conclusion of his or her leafleting, each Person shall pick up all discarded leaflets and properly dispose of them or remove them from the premises.

8.4 INSTALLATION AND DISPLAY OF ADVERTISING AND PROMOTIONAL MATERIAL

The Authority maintains designated areas in the Airport for advertising and promotional displays. Airport Management or the Advertising Concessionaire as the case may be, should be contacted directly regarding available locations and pricing. This Section applies only to contracts for the limited amount of space available for commercial advertising at the Airport. The Authority has different rules for Expressive Activities as referred to in Sections 8.1 – 8.3 above.

The regulation of advertising and promotional material at the Airport is intended to: (i) maintain neutrality on religious and political issues; (ii) avoid creating an uncomfortable environment for the travelling public potentially generated by controversial subjects; (iii) avoid the potential for violating the Establishment Clause of the U.S. Constitution, which prohibits a public entity from advancing religion; (iv) prevent a potential reduction in revenue from selling advertising space, because commercial advertisers might be dissuaded from using the same forum used by those wishing to communicate controversial messages.

The following standards shall apply to all Agreements for the installation, display and maintenance of advertising and promotional material on properties and facilities operated by the Authority.

A. Permitted Subject Matter: The subject matter of the advertisement or promotional display shall be limited to speech which is within one or more of the following permissible areas:

- (1) Proposes a commercial transaction;
- (2) Proposes the patronage of a commercial business;
- (3) Promotes a commercial industry;
- (4) Promotes economic development; or
- (5) Promotes tourism;

B. Limitations Upon Advertisements: The advertisement or promotional display shall not display anything that:

- (1) Contains a religious or political message;
- (2) Contains false, misleading or deceptive information or information that is libelous;
- (3) Promotes unlawful or illegal goods, services or activities;

- (4) Implies or declares an endorsement by the Authority of any service, product or point of view without the written authorization of the Authority;
- (5) Violates the intellectual property rights of any Person;
- (6) Contains obscene material or depictions of sexual conduct as those terms are defined in 1984 P.A. 343, as amended.
- (7) Contains depictions of nude or semi-nude Persons;
- (8) Depicts, by language or graphics, violence or anti-social behavior;
- (9) Promotes an escort service, dating service, or sexually-oriented business;
- (10) Contains images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age, disability or sexual orientation.

8.5 TENANT AND CONCESSIONAIRE ADVERTISING AND PROMOTIONAL DISPLAYS

Airport Tenants, Concessionaires and Operators shall apply in advance to Airport Management for permission to use any of its demised or assigned space for advertising or promotional displays of any kind. At a minimum, any such advertising or display shall avoid anything contained in Section 8.4 B. above.

8.6 SEVERABILITY

If any portion or Section of this Chapter 8 shall be declared unconstitutional by a judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions or Sections of this Chapter 8.

9. ENVIRONMENTAL AND SAFETY

9.1 NOISE CONTROL PROCEDURES

The Authority requests that Aircraft follow the published voluntary departure and arrival noise abatement procedures as noted on the airfield and in the Airport Facility Directory. See Exhibit A for fine amount.

Unless approved by Airport Operations, Engine Run-Ups shall only be conducted at the following locations:

- Location

- Runway 8L Hold Apron
- Runway 26R Hold Apron (General Aviation)
- UPS Apron
- Runway 17 Hold Apron
- Runway 8R Hold Apron
- Idle power Maintenance Engine Run-Ups are only allowed on the Ramps with prior approval of Airport Management or Airport Operations.

9.2 FLAMMABLE AND EXPLOSIVE MATERIALS

No Person, without prior permission from Airport Management, shall keep, transport, handle, or store at, in or upon the Airport, any cargo or explosives or other hazardous articles which are barred from landing in, or for transportation by civil Aircraft in the United States under Federal, State and local laws and regulations controlling the use or transportation of flammable and/or explosive materials. See Exhibit A for fine amount.

Compliance with said laws and regulations shall not constitute or be construed to constitute a waiver of the required notice or an implied permission to keep, transport, handle, or store such explosives or other dangerous articles at, in, or upon the Airport. Advance notice of at least one (1) business day shall be given to Airport Management to permit full investigation and clearances for any operation requiring a waiver of this rule.

- A. Doping/Spray-Painting/Stripping: The use of "dope" (cellulose nitrate or cellulose acetate dissolved in volatile flammable solvents) within any hangar is prohibited. The process of doping shall be carried out as set forth by nationally recognized fire prevention standards and applicable local codes. For paint, varnish, or lacquer spraying operations, the arrangement, construction, ventilation, and protection of spraying booths and the storing and handling of materials shall be in accordance with nationally recognized fire prevention standards and Cascade Township codes.
- B. Flammable Gases or Liquids: Gasoline, kerosene, ethyl jet fuel, ether, lubricating oil, or other flammable gases or liquids, including those used in connection with the process of "doping" shall be stored in accordance with the applicable codes, standards, and recommended practices of nationally recognized fire prevention standards. Buildings shall be provided with suitable fire appliances and first aid equipment.
- C. Use of Cleaning Fluids: Cleaning of Aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only

liquids having flash points in excess of 100° Fahrenheit shall be used and special precautions shall be taken to eliminate ignition sources in accordance with nationally recognized fire prevention standards. Cleaning processes that emit odors affecting the terminal building are not allowed.

- D. Ground Support Equipment: Ground Support Equipment containing Combustible Liquids or Flammable Liquids shall not be left in areas near or adjacent to the Airport Terminal Building for periods greater than twenty-four (24) hours.

9.3 FUELING/DE-FUELING OPERATIONS

- A. Normal Operations: Guidelines, as established by nationally recognized fire prevention standards (such as NFPA 407) and Federal, State, and local authorities, including Spill Prevention, Control, and Countermeasures (SPCC) regulations shall be followed. See Exhibit A for fine amount.
- B. Prohibited Operations: No Aircraft shall be fueled or de-fueled while inside any building or structure. No Aircraft shall be fueled or de-fueled while one or more of its engines are running or while combustion heaters (e.g. wing and tail surface heaters, integral cabin heaters) are operating ("hot fueling") except under the following conditions:

If an Aircraft auxiliary power unit has failed on a jet Aircraft and a suitable ground power unit is not available, a jet engine mounted at the rear of the Aircraft or on the wing on the side opposite the fueling point may be operated during fueling operations to provide power provided that the Aircraft is not parked within fifty (50) feet of any other Aircraft, building, hangar, concourse or passenger loading bridge. Any Person hot fueling an Aircraft shall wear fuel-resistant gloves, safety boots or leather boots with non-skid soles, safety glasses or goggles, protective clothing (100 percent cotton or Nomex) and adequate hearing protection.

- C. No Person or entity shall engage in Self-Service Fueling Activities unless an Agreement authorizing such has been obtained from Airport Management.
- D. All Persons, Tenants, employees, and agencies involved in fueling operations shall abide by the following:
 - (1) Mobile Refueling Vehicles shall not be parked within fifty (50) feet of any Aircraft, fuel storage facility, or building unless they are engaged in a fueling or defueling operation. This prohibition

shall not apply to the repair of such equipment. In such cases, the Mobile Refueling Vehicle shall be electrically grounded upon entering the building.

- (2) Mobile Refueling Vehicles, whether loaded or empty, shall never be operated or parked within a distance of ten (10) feet of another Mobile Refueling Vehicle and shall be chocked when stationary.
- (3) No Aircraft shall be fueled or de-fueled while passengers are on board unless such activity is allowed by the Aircraft operator and all safety provisions adopted by the operator for such activity are adhered to.
- (4) No commercial Aircraft shall be fueled or de-fueled while passengers are on board without adequate means of emergency egress and at least one qualified Person on board who is trained in emergency evacuation procedures. If adequate means of emergency egress cannot be maintained, ARFF personnel must be notified and shall be on standby in the vicinity before any transfer of fuel.
- (5) No Mobile Refueling Vehicle shall be backed within twenty (20) feet of an Aircraft unless a Person is posted to assist or guide, or cones are placed for guidance.
- (6) No Person shall engage in Aircraft fueling or de-fueling operations without adequate fire extinguishing equipment readily accessible at the point of fueling.
- (7) No Person shall start the engine of an Aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the Aircraft.
- (8) No Person shall operate a radio transmitter, receiver, cell phone or two-way pager while an Aircraft is being fueled or defueled.
- (9) Except for passengers Escorted by authorized personnel, no Person other than Persons engaged in the fueling, servicing, and operation of an Aircraft shall be permitted within one hundred (100) feet of such Aircraft during fueling or de-fueling.
- (10) Fueling and de-fueling operations shall conform to the standards, and regulations set forth in the Authority's Storm

Water Pollution Prevention Plan (SWPPP) and shall conform to all required secondary containment Rules and Regulations.

- (11) Fueling or de-fueling operations shall not be conducted when lightning is occurring in the immediate vicinity of the Airport.
- (12) Deadman controls shall not be operated in a manner contrary to their intended purpose. The employee responsible for fueling operations using a Vehicle or equipment shall always utilize and control the deadman switch while fueling is occurring.
- (13) Aircraft fuel servicing personnel shall not carry lighters or matches on their Person while performing fuel servicing operations.
- (14) Aircraft and Motor Vehicles shall be fueled on the Airport only at locations and with equipment approved by Airport Management.
- (15) No fueling operations from Vehicle to Vehicle may take place for the storage of fuel on Airport property.
- (16) A fueling agent shall not permit any employee or agent to fuel/defuel an Aircraft unsupervised unless he/she has first completed an FAA approved training program in acceptable fueling procedures, fire extinguishing procedures and procedures to contact the Airport Communications Center. Certification that each fueler has received this training shall be in compliance with the Authority's ACM Exhibit 7 "Handling and Storage of Hazardous Substances and Materials".
- (17) Handling and storage of fuel shall be conducted in accordance with the Authority's Handling and Storage of Hazardous Substances and Materials policies and procedures.
- (18) All spills greater than forty-nine (49) gallons, and any spill that enters a storm sewer or designated waters of the State, shall be immediately reported to EGLE at 1-800-292-4706. All appropriate and necessary response actions to contain and collect spilled materials shall be taken. All reporting requirements per Local, State and Federal requirements must be complied with.
- (19) Each Class II and Class III fuel spill shall be investigated by the manager of the Tenant fueling agent involved in the spill to determine whether standard operating procedures were properly

carried out, and what corrective measures are required. A copy of the investigation report must be sent to the Chief of Aircraft Rescue & Fire Fighting.

- (20) A Tenant shall be responsible for the cleanup and disposal of any hazardous waste in accordance with the Authority's Handling and Storage of Hazardous Materials Policies and Procedures. Any cost incurred by the Airport in assisting such cleanup and disposal shall be invoiced to and paid by the Tenant.

E. Air Carrier Fuel/Oil Spills: All Commercial Air Carriers shall maintain a minimum quantity of the following spill response materials:

- (1) Fifty (50) 16"x18" or larger absorbent pads;
- (2) Two hundred (200) linear feet of 3" diameter absorbent booms;
- (3) Twelve (12) 40 lb. bags of granular absorbent;
- (4) Two (2) heavy duty push brooms;
- (5) Two (2) heavy duty non-metallic scoop shovels;
- (6) Two (2) heavy duty non-metallic 40 gallon or larger trash cans with lids; and
- (7) Fifty (50) heavy duty 40 gallon or larger can liners.

All Commercial Air Carriers shall be responsible for maintaining and replenishing these materials within forty-eight (48) hours of their use. Any Airport Tenant or department which provided materials to supplement a cleanup by a Commercial Air Carrier may require the Commercial Air Carrier responsible to (i) replace the supplemental materials with those of the same quantity and quality provided or (ii) provide payment for the supplemental materials provided. Supplemental material replacement or payment shall be provided by the Commercial Air Carrier within forty-eight (48) hours of receipt of request for same. The Commercial Air Carrier responsible for the spill shall also be responsible for the disposal of the materials used in the cleanup.

9.4 SMOKING

- A. Smoking or carrying lighted smoking materials, striking matches or other lighting devices shall not be permitted anywhere on the AOA, or in any hangars, shops, buildings, or other areas in which flammable liquids are

stored or used except in cases where specific smoking areas have been designated by Airport Management for that purpose. It shall be unlawful and in violation of this subsection to light or carry lighted smoking materials inside any Vehicle anywhere on the AOA.

- B. Smoking within any portion of the terminal building or within twenty-five (25) feet of entrances, windows, the front curb, or ventilation systems is prohibited. Employees shall only use the designated smoking areas.

Any Person violating this subsection shall be subject to a warning. Upon being warned, the individual shall extinguish the smoking materials or leave the premises. If the individual refuses to either leave the premises or to extinguish smoking materials, he or she shall be subject to a fine. See Exhibit A for fine amount.

9.5 OPEN FLAME OPERATIONS

No Person shall conduct any gas or open flame operations, including gas or charcoal grills, on the AOA or in any building unless specifically approved by Airport Management. Approved "hot works" permits may be issued to allow performance of necessary activities on the AOA. See Exhibit A for fine amount.

9.6 LEASEHOLD/ASSIGNED SPACE HOUSEKEEPING

All Persons occupying space at the Airport shall keep the space allotted to them policed, free from rubbish or accumulation of any material, and in a sanitary & sightly condition. All floors shall be kept clean and free from any hazardous material, fuel or oil. The use of volatile or flammable solvents for cleaning floors is prohibited. Metal receptacles with self-extinguishing covers shall be used for the storage of oily waste rags and similar material. Persons occupying space shall remove the contents of the receptacles daily. Drip pans shall be placed under leaks as necessary. Clothes lockers shall be constructed of metal or fire-resistant material. See Exhibit A for fine amount. No Tenant, Grantee, Concessionaire, or agent thereof doing business on the Airport may:

- A. Keep uncovered trash containers adjacent to sidewalks or roads in a public area of the Airport.
- B. Dispose of any fill, building materials, receptacles or discarded or waste materials on Airport property except in compliance with an Airport Construction Permit (Exhibit D). No liquids shall be placed or dumped into Airport property storm drains or the sanitary sewer system at the Airport that will damage such drains or system or will result in water pollution upon having passed through such drain or system.

- C. Store any items of any kind in any of the following locations: stairways; hallways; common areas; egress pathways; or in front of or encroaching upon any doorway or exit.
- D. Store property or equipment not normally used for flight operations or other aviation activities. Storage of property or equipment of a non-aviation nature must be provided for by written permission from Airport Management.
- E. Keep derelict equipment on the Airport. Persons or Tenants responsible for derelict equipment are subject to recurrent and compounding fines plus any costs incurred by the Authority for the removal and disposal of such equipment.
- F. Spill any solid or liquid material at the Airport. In such event, it shall immediately be cleaned up by the Person or entity responsible for such spillage and disposed of properly.
- G. Cause unnecessarily or unreasonably any smoke, dust, fumes, gaseous matter or any other matter to be emitted into the atmosphere or carried by the atmosphere.
- H. Operate an uncovered Vehicle to haul trash, dirt or any other material on the Airport without prior permission of Airport Management.
- I. Dispose of garbage, landscaping waste, papers, refuse or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.
- J. Dump or dispose of materials other than storm water into the Airport's storm water drainage system.

If a Tenant, Grantee, or Concessionaire fails to keep and maintain the premises and improvements in good condition and repair, reasonable wear and use excepted, and in a sanitary and sightly condition for a period of thirty (30) days after written notice from Airport Management to do so, Airport Management, upon the expiration of such thirty (30) day period, may, but shall not be obligated to, enter upon the premises involved and perform the obligation of the Tenant, Grantee or Concessionaire. The Tenant, Grantee or Concessionaire will be charged the reasonable cost and expense thereof. If such Tenant, Grantee or Concessionaire's failure to perform any such obligation adversely affects or endangers the health or safety of the public or of employees at the Airport, Airport Management may, but shall not be obligated to, perform such obligation at any time with or without prior notice, and

charge to the Tenant, Grantee or Concessionaire the reasonable cost and expense plus any reasonable administrative costs of such performance. The Tenant Grantee or Concessionaire agrees to pay the Authority such charge in addition to any other amounts payable. In the event Airport Management deems it necessary to enter and repair without providing prior notice, Airport Management will provide notice to the Tenant, Grantee, or Concessionaire as soon as practicable after such entry and repair.

It is further stipulated that if Airport Management shall perform any of the Tenant, Grantee, or Concessionaire obligations in accordance with provisions of this subsection, Airport Management, or any affiliates or associates thereof, shall not be liable to the Tenant, Grantee or Concessionaire for any loss of revenue resulting from such performance.

9.7 FIRE EXTINGUISHERS

Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used for any purpose other than firefighting or fire prevention. All such equipment shall be maintained in accordance with applicable standards. Tags showing the date of the last inspection shall be attached to each unit or records acceptable to fire underwriters shall be kept showing the status of such equipment. See Exhibit A for fine amount.

All Tenants or Grantees of hangars, Aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. For hangars, at least one (1) fire extinguisher shall be located adjacent to the door primarily used for ingress and egress of personnel. Vehicles designed for the transport and transfer of fuel shall carry on board at least two 40 BC fire extinguishers with 20 lbs per agent, one located on each side of the Vehicle.

Terminal tenants shall provide and maintain (at their sole expense) hand fire extinguishers for the interior of all exclusive lease areas in accordance with applicable safety codes and National Fire Protection Association Standards. Common-use Loading Gates will have extinguishers provided by the Airport.

9.8 POWDER ACTIVATED TOOLS

No Person shall use powder or explosive cartridge activated tools or fastening devices anywhere on the Airport without prior approval of the Chief of LEOs and Airport Management. See Exhibit A for fine amount.

9.9 HEATED HANGARS

Heating in any hangar shall only be through or by approved systems or devices as listed by the Underwriters Laboratories, Inc. (or such other Person as designated by Airport Management) as suitable for use in Aircraft hangars and shall be installed in the manner prescribed by the Underwriters Laboratories, Inc. (or such other Person as designated by Airport Management) and in compliance with applicable Federal, State and local codes. All heating equipment must be approved by the ARFF prior to installation. See Exhibit A for fine amount.

9.10 AIRCRAFT REPAIRS

Unless authorized by Airport Management, no Person shall repair an Aircraft or Aircraft engine, propeller, or other Aircraft apparatus in any area of the Airport other than those areas specifically designed for such repairs, except that Minor Repairs may be made while the Aircraft is at an Aircraft parking position. No Person shall repair or cause repairs to be made to any Aircraft, Aircraft engine, propeller or other Aircraft apparatus by any Person on the Airport other than those specifically approved to conduct such operations through written authorization of Airport Management.

9.11 AIRCRAFT PARKING

Aircraft must only be parked in Designated Aircraft Parking Areas. Parking of Aircraft in non-Designated Aircraft Parking Areas is permitted only with written authorization from Airport Management. See Exhibit A for fine amount.

9.12 FIREARMS AND WEAPONS

No Person, except those Persons authorized to do so under Michigan State Law and Federal government regulations may carry or transport any firearm or weapon on the Airport except when such firearm or weapon is properly encased for shipment and not in the individual's immediate possession. The Authority reserves the right to restrict the carrying of firearms and weapons by contract security or Tenant security personnel on the Airport. See Exhibit A for fine amount.

A. Conditions Governing Use: No Person shall discharge any firearm or weapon on the Airport except in the performance of official duties requiring the discharge thereof.

B. The carrying of a firearm or weapon on the Airport must be in compliance with all applicable Federal, State, and local regulations.

9.13 ANIMALS

A. Service Animals: Service Animals are permitted in all areas of the Airport where the public are allowed, provided that they are on a harness, leash, or other tether, unless these devices interfere with the work or tasks such Service Animals provide. The work or tasks performed by a Service Animal must be directly related to the individual's disability. Airport personnel may ask if the animal is a Service Animal (unless it is readily apparent that the animal is a Service Animal), and if so, what work or service task has the animal been trained to perform. An individual with a Service Animal is responsible for caring for, supervising and cleaning up after the Service Animal. Airport personnel may ask an individual with a Service Animal to remove such animal from the Airport premises if (1) such animal is out of control and the individual does not take effective action to control it; or (2) such animal is not housebroken.

B. Emotional Support/Comfort/Therapy Animals: Emotional Support/ Comfort/Therapy Animals are permitted in all areas of the Airport where the public are allowed, provided that they are in the direct physical control of the individual at all times. Boarding of Emotional Support/Comfort/Therapy Animals is in the sole discretion of the applicable Commercial Air Carrier and individuals must check with the applicable Commercial Air Carrier for all rules and regulations relating thereto. Airport personnel may ask to see a certification or a doctor's note, dated within a year and signed, testifying that such animal is an Emotional Support/Comfort/Therapy Animal. An individual with an Emotional Support/Comfort/Therapy Animal is responsible for caring for, supervising and cleaning up after the Emotional Support/Comfort/Therapy Animal. Airport personnel may ask an individual with an Emotional Support/Comfort/Therapy Animal to remove such animal from the Airport premises if (1) such animal is out of control and the individual does not take effective action to control it; or (2) such animal is not housebroken.

C. Service Animals in Training. A Service Animal in Training is permitted in all areas of the Airport where the public is allowed, provided that (1) it is accompanied by a trainer; (2) it is on a harness, leash, or other tether; and (3) it is wearing an item which easily identifies such animal as a Service Animal In Training. A trainer with a Service Animal In Training is responsible for caring for, supervising and cleaning up after the Service Animal In Training. A trainer with a Service Animal In Training is liable for any damage done to the Airport by the animal. Airport personnel may ask an individual with a Service Animal In Training to

remove such animal from the Airport premises if (1) such animal is out of control and the trainer does not take effective action to control it; (2) such animal is not on a harness, leash, or other tether; or (3) such animal is not housebroken.

All Other Animals. Except for Service Animals, Emotional Support/Comfort/Therapy Animals, Service Animals in Training, and animals being checked into an airline or picked up at baggage claim, all other animals are not allowed in the Airport.

D. All animals being checked into an airline or picked up at baggage claim shall remain in the check-in area or baggage claim area, as applicable, and be in a carrier. If such animal is too large for a carrier, the animal must be restrained by a leash and must be within five (5) feet of the handler. Such animal must be completely under control of the handler at all times.

E. Pet Relief Area: The Airport will maintain designated pet relief areas at the Airport. All Service Animals and Emotional Support/Comfort/Therapy Animals are permitted to use the pet relief area.

F. General Prohibitions

(1) No Person, unless authorized to do so by Airport Management, shall hunt, pursue, trap, catch, injure or kill any animal on the Airport.

(2) No Person shall feed or do any other act to encourage the congregation of birds or other animals on the Airport, unless authorized to do so by Airport Management.

9.14 FUEL STORAGE TANKS

A. No Tenant or other Person shall install, maintain, or permit to be installed or maintained fuel storage tanks on the Airport without the express written approval of Airport Management. All approved tanks must be installed and maintained in accordance with all Federal, State and local laws, regulations and ordinances. All fuel storage tanks on the Airport must be registered with the appropriate governing body(s). A current copy of each fuel storage tank registration, copies of the Michigan Class A and Class B Underground Storage Tank (UST) System Operators picture certifications, and copies of the proof of financial responsibility (insurance forms are acceptable) must be provided to the Authority. See Exhibit A for fine amount.

B. No Tenant or other Person shall operate Authority fuel dispensing equipment without receiving Class C Operator training. Pursuant to Federal, State, and Local regulations all users of Authority UST fuel dispensing facilities must be trained by an Authority Class A/B Operator prior to using these facilities and/or equipment in order to meet the Class C Operator training criteria.

9.15 ENVIRONMENTAL REGULATIONS

A. Consent Required: No Person shall cause or permit any Hazardous or Significant Materials to be stored or used on or about the Airport, except in compliance with Environmental Laws as described below and as permitted in writing by Airport Management.

B. Compliance with Environmental Laws: Persons shall at all times and in all respects comply with all local, State, and Federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous and Significant Materials on, about or from the Airport (collectively "Environmental Laws").

C. Hazardous and Significant Materials Storage and Handling: All Persons shall, at their own expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory requirements or approvals required for their activities or use of the Airport, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the premises. Except for permitted discharges into the sanitary sewer, Persons shall cause any and all Hazardous and Significant Materials removed from the premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Persons shall in all respects handle, store, treat and manage any and all Hazardous and Significant Materials on or about the Airport in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous and Significant Materials. Upon the expiration or earlier termination of the term of any lease/sublease, operating agreement or permit, the user shall cause all Hazardous and Significant Materials to be removed from the Airport and to be transported for use, storage, disposal or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that such Person shall not take any remedial action in response to the presence of any Hazardous or Significant Materials in or about the premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating

to any Hazardous or Significant Materials in any way connected with the premises without first notifying Airport Management of the Person's intention to do so and affording Airport Management ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Authority's interest with respect thereto.

D. Notices: If at any time any Person shall become aware, or have reasonable cause to believe, that any Hazardous or Significant Material has come to be located on or about the Airport in violation or potential violation of Environmental Laws, that Person shall, immediately upon discovering such presence or suspected presence of the Hazardous or Significant Material, notify the Airport Communications Center and provide the Environmental Manager with written notice of that condition. In addition, such Person shall immediately notify the Environmental Manager in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened against the Person or the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous or Significant Materials, and (3) any reports made to any local, State, or Federal environmental agency arising out of or in connection with any Hazardous or Significant Materials on or removed from the Airport, including any complaints, notices, warnings, or asserted violations in connection therewith. Such Person shall also supply to the Environmental Manager as promptly as possible, and in any event within five (5) business days after the Person first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Airport or the Person's use thereof. Such Person shall promptly deliver to the Environmental Manager copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous and Significant Materials removed from the Airport.

E. Indemnification: All Persons shall indemnify, defend and hold harmless the Board and the Authority, including their agents, officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of usable space or of any amenity of the premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any Person or damage to the Airport or any property whatsoever, arising from or caused by the Person's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in any lease/sublease, operating agreement or

permit. Such Person's obligations under this Section shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of the condition of the premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith should Airport Management have a reasonable basis to believe that such Person has caused the presence of Hazardous or Significant Materials in violation of Environmental Laws and such Person fails to first conduct its own environmental investigation, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith and resulting from such Person's violation of Environmental Laws. Such Person's obligations under this Section shall survive the expiration or earlier termination of the term of any lease/sublease, operating agreement or permit.

F. Inspection: Airport Management, at its sole discretion, shall have the right to enter, or have its designee enter, and inspect any premises on the Airport, including a Person's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of such Person's business, to investigate the presence or potential presence of Hazardous or Significant Materials on the premises in violation of Environmental Laws. If Airport Management suspects a severe violation or a severe violation is brought to Airport Management's attention, Airport Management may conduct an inspection at any time without notice. During such inspection, the individual performing the inspection shall have the right to visually inspect the premises and to take such soil, sludge or groundwater samples and conduct such tests as he or she may determine, in his or her sole discretion, to be necessary or advisable. The Authority shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous or Significant Materials on or about the premises is in violation of Environmental Laws and such violation was caused by the user, then such Person shall fully reimburse the Authority for such expenses within ten (10) days of receiving Airport Management's written request for reimbursement.

G. NPDES Permit: All Persons are on notice that the Authority holds a National Pollutant Discharge Elimination System ("NPDES") permit authorizing the discharge of storm water from the Airport ("Permit"). The Permit requires, in part, the implementation of best management

practices (BMPs) with regard to the use of anti-icing and deicing materials (collectively “Deicing Materials”) and the collection of storm water containing Deicing Materials. The BMPs are described in the Authority’s Storm Water Pollution Prevention Plan (SWPPP). The Permit and the Plan are incorporated by reference into these Rules and Regulations as if printed in their entirety herein.

H. Tenants shall continuously monitor and control the loading, unloading, or transfer of fuel, glycol, or any other hazardous or significant material on the Airport.

I. Washing of Aircraft is prohibited on any Ramp. Washing must be done in an Aircraft hangar that has a drainage system that will prevent contaminants from entering the storm water system in compliance with the current NPDES storm water permit and Best Management Practices.

J. No fuel, grease, oil, dopes, paints, solvents, acids, flammable liquids or contaminants of any kind shall be allowed to flow into or be placed in any Airport sanitary or storm drain system, or onto any other portion of the Airport.

K. No Person shall use urea or salt at any time on the AOA.

L. De-icing: All de-icing activities shall only be conducted at locations approved by Airport Management. All de-icing spills are to be properly contained, cleaned up, and disposed of. Large uncontrolled spills or any spills that reach an Airport storm drain shall be immediately reported to the Airport Communications Center. No Person shall conduct de-icing operations until they have received training regarding company/tenant spill response procedures and best management practices.

M. Tenants shall inspect all the new or used liquid storage or transport/delivery equipment for defects or damage (tanks, hoses, pipes, connections, fittings, nozzles, etc.) which may allow leaking of materials. Inspections shall occur immediately upon receiving each new or used piece of equipment. Should the Tenant not be able to inspect the equipment immediately the Tenant shall ensure that the equipment has appropriate containment until the equipment can immediately be inspected. Tenants shall not accept delivery of new or used equipment with liquid in the tanks. This equipment shall arrive on site empty and stay empty until an inspection has been completed and all necessary corrections have been made to ensure the equipment will function properly without leaking any liquids. Tenants shall notify the Authority of delivery of all new or used liquid storage of all new or used liquid storage

and transport/delivery equipment. Tenants shall be responsible for any equipment leaks and pay all fines issued because of equipment leaks.

10. GENERAL PROVISIONS

10.1 LIMITED LIABILITY

The Authority will not be responsible for, nor assumes any liability for loss, injury, or damage to Persons or property on the Airport or using Airport facilities.

10.2 CONSTRUCTION ACTIVITY

Tenants desiring to construct, enlarge, modify, alter, repair, move, demolish, or change the occupancy of property or to install or erect a sign or crane of any description shall do so in accordance with the standards set by the Authority and any written Agreement. Written approval in the form of an Airport Construction Permit or Airport Zoning Permit (Exhibit E) issued by the Authority is required for this activity. Authority approval does not relieve the tenant from the responsibility to comply with all local, state, and national building codes, or to obtain all necessary permits. See Exhibit A for fine amount.

10.3 CONDUCT

A. Alcohol consumption:

1. Pre-security Terminal Building: All alcohol consumption shall be conducted in designated areas controlled by Vendors holding a valid liquor license. Alcohol consumed in such areas shall have been purchased from the Vendor.
2. Post-security Terminal Building: All alcohol consumption shall be conducted in designated areas controlled by Vendors holding a valid liquor license or such other areas as designated by Airport Management in accordance with State law. Alcohol consumed in such areas shall have been purchased from the Vendor.
3. Generally: All alcohol consumption shall be conducted in a responsible manner and in accordance with State law.

B. No Person shall commit any nuisance or any disorderly, obscene, indecent, or unlawful act on Airport premises.

C. No Person shall use or remain on the Airport for any purpose other than air transportation and activities related thereto and activities expressly authorized by Airport Management.

D. No Person shall operate or release any model Aircraft, flare, projectile, rocket, kite, balloon, drone, UAS, parachute or other similar contrivance at or upon the Airport without the prior written approval of Airport Management. Such prohibition shall not apply to pilot training, the use of flares by ARFF, or the National Weather Service when such activities are a regular function on its part.

E. No Person shall throw, drop, or otherwise propel any object or substance of any kind from any Vehicle window or roof of any structure on the Airport. No Person shall create FOD. No Person shall fail to properly dispose of FOD in an approved container.

F. No Person shall travel upon the premises of the Airport other than on roads, walkways, or other facilities provided for such specific purpose.

G. No Person shall use the roads or walkways of the Airport in such manner as to hinder or obstruct their proper use.

H. No Person may interfere or tamper with any Aircraft or any part, accessory, tool, equipment, or other property without permission of the owner thereof. This provision is not intended to include the moving of Aircraft as authorized by Airport Management.

I. Excess glycol must be kept in approved containers. Any spills or leftover glycol outside of approved containers must be reported to the Airport Management for cleanup. No Person shall use the Airport public address system for other than official purposes or in any means which is unprofessional or indecent as determined by Airport Management.

J. Vehicles located on the Ramp shall not be left unattended with keys inside the Vehicle.

11. NOTICE OF VIOLATION

11.1 SUMMARY; INTERACTION WITH THREE STRIKES PROGRAM

The Notice of Violation Program (“NOV Program”) is a disciplinary program operating in conjunction with, and not to the exclusion of, the Three Strikes Program. The Three Strikes Program is solely meant to ensure compliance with Airport security requirements, such as those imposed by the Airport Security Plan. Violations under the Three Strikes Program do not qualify as NOV, and NOV do not qualify as violations under the Three Strikes Program. In the event a Badgeholder’s act or omission may be classified as a violation of the Three Strikes Program or a violation of the NOV Program, it shall be classified only as a violation of the Three Strikes Program, and shall be governed accordingly.

11.2 AUTHORIZATION

Airport Management, Airport Operations, ARFF personnel, and LEOs are authorized to enforce all Airport Rules and Regulations described herein. Possible enforcement actions that may be taken against a Badgeholder who violates the Airport Rules and Regulations include, but are not limited to, the following: issuance of a Notice of Violation (NOV) and associated fines, retraining and retesting, suspension or revocation of GRR Identification Badge privileges, and escorting offenders off the airfield.

11.3 ISSUANCE

Upon issuance of an NOV (Exhibit F), a copy will be provided to the individual charged with the violation (the “Offender”) either in person or electronically as well as their Authorized Signatory. If the Offender is not available, a copy will be sent to the supervisor of the Offender either in person or electronically. The NOV is considered delivered upon physical receipt or five business days after being sent by electronic or hard copy. Copies of issued NOVs will be sent to the Airport Operations Director, Airport Operations Manager, Chief of LEOs and his or her First Lieutenant, Airport Operations Manager, Business Administration Manager, and the Offender’s employer or Authorized Signatory. NOVs issued in this program do not limit or replace any actions resulting from violations of federal regulations or statutes of the State of Michigan. Multiple NOVs may be issued for multiple offenses that have been committed at the same time. The penalties may be increased on a case-by-case basis at the discretion of the official issuing the NOV.

11.4 SEVERITY

A verbal warning may be supplemented by a written NOV at the discretion of the authorized official issuing the NOV. The following are the minimum penalties associated with the issuance of an NOV to any Offender.

- A. For the first violation within a 12-month period, the Offender may have his/her Badge confiscated and/or suspended for no less than twenty-four (24) hours. Depending on the offense, the Offender must attend the appropriate training organized with the Airport Badging Office and/or Airport Operations and successfully pass the interactive video exam before their Badge will be reinstated.
- B. For the second violation within a 12-month period, the Offender will have his/her Badge confiscated and/or suspended for no less than seventy-two (72) hours. Depending on the offense, the Offender must attend the appropriate training organized with the Airport Badging Office

and/or Airport Operations and successfully pass the interactive video exam before their Badge will be reinstated.

C. For any additional violation within a 12-month period, the Offender will have his/her Badge confiscated and/or suspended for no less than seven (7) scheduled working days, up to and including permanent revocation of the Offender's Badge. The Offender and their supervisor may be required to meet with Airport Management.

D. All violations and their corresponding penalties are at the discretion of the officer issuing the Notice of Violation.

Offenses documented under the Notice of Violation (NOV) Program will be tracked cumulatively, regardless of category or type. Individuals who commit multiple violations—whether repeat offenses of the same rule or different types of infractions—will be subject to progressive disciplinary action based on the total number and severity of violations. A Badgeholder who fails to pay any fine associated with a violation within thirty (30) days of delivery of the applicable NOV may have their Badge suspended, and after such thirty (30) day period the Authority shall have the right to collect such fine from the Badgeholder's employer. Fines shall be paid in accordance with the Fine Payment Procedure.

11.5 RECORD KEEPING

It will be the responsibility of the Airport Operations Manager or its designee to keep a record of all NOV's issued. Records are to include an electronic copy of the NOV, date issued, offense committed and a log of each Badgeholder's total violations to date which will be on a shared Airport electronic drive.

Violations are accumulated and considered for actionable over a 12-month period from the date that the first violation is issued. Although no longer considered actionable after a 12-month period, the record of all NOV's issued to a Badgeholder will be maintained at least as long as the individual possesses a GRR Identification Badge or longer.

11.6 APPEALS FOR NOV's

All issued NOV's may be appealed to the Airport Operations Manager or its designee.

A. Each NOV may be appealed one time to the Airport Operations Manager or its designee. Multiple NOV's may be appealed at once. Appeal decisions will be made for every NOV individually.

B. The Offender must submit a written request for the appeal to the Airport Operations Manager or its designee within ten (10) business days of delivery of the NOV. A copy of the request must also be sent to the Airport Operations Director.

C. The Airport Operations Manager or its designee will conduct a hearing within ten (10) business days of receipt of the request for a hearing. Members of Section 11.1 may sit on the hearing panel.

D. If the Offender is not present at the appeal, the NOV shall be considered uncontested and remain in effect as issued

E. A decision will be issued in writing electronically within ten (10) business days of the date of the hearing by the Airport Operations Manager.

F. A request for an appeal will have no impact upon the suspension or revocation of a GRR Identification Badge until the final determination is made.

G. Under no circumstances will the Authority be responsible for lost wages or employment due to a suspended or revoked GRR Identification Badge.

H. If the NOV is upheld, all assessed penalties remain. If the NOV is rescinded, the NOV will be removed from the individual's record, all assessed penalties associated with the rescinded NOV shall be waived, and the individual shall be reimbursed by the Authority for any penalty amounts already paid.

12. SEVERABILITY

If any section, subsection, sentence, clause or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these Rules and Regulations.

13. SUBORDINATION TO FEDERAL OBLIGATIONS

These Rules and Regulations shall be subordinate to the provisions of any existing or future Agreement between the Board and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event that the Board, through its President & CEO, reasonably determines that these Rules and Regulations, or any provision contained herein, causes or may cause

a violation of any Agreement between the Authority and the United States, the Board shall have the unilateral right to modify these Rules and Regulations to ensure the Authority's compliance with all such Agreements with the United States.

EXHIBIT A – Fines

<u>Violation Section</u>	<u>Fine</u>	<u>Penalty</u>
<u>ALL</u>	<u>Administrative Fee</u>	\$250
2.1	Compliance with signs	\$100
2.3	Preservation of property - including failure to report	\$200
2.4	Public safety	\$200
4.1	Public parking	\$100
4.3	Employee parking	\$100
4.4	Vehicle operating requirements	\$200
5	Commercial ground transportation/TNCs	\$300
6	Air operations area	\$200
7	Airport business and commercial operations	\$300
8.2	Solicitation	\$100
8.3	General restrictions applicable to all 1 st Amendment Activities	\$100
9.1	Noise control procedures	\$200
9.2	Flammable and explosive materials	\$500
9.3	Fueling/de-fueling and de-icing operations	\$200
9.4	Smoking	\$100
9.5	Open flame operations	\$200
9.6	Leasehold/assigned space housekeeping	\$500
9.7	Fire extinguishers	\$200
9.8	Powder activated tools	\$200
9.9	Heated hangars	\$200
9.10	Aircraft repairs	\$200
9.11	Aircraft parking	\$500
9.12	Firearms and weapons	\$200
9.14	Fuel storage tanks	\$500
9.15	Environmental regulations	\$500
10.2	Construction activity	\$300
Any	Other Rules Violations	\$300

The listed fines are applicable for the first infraction: For multiple infractions of the same rule within a 1 year period, the fine for each subsequent infraction is double the fine of the last infraction.

Fines imposed under these Rules and Regulations are independent of any fines, judgments, lawsuits or penalties imposed by other agreements with the Board or other agencies with jurisdiction.

EXHIBIT B - AIRPORT TERMINAL BUILDING

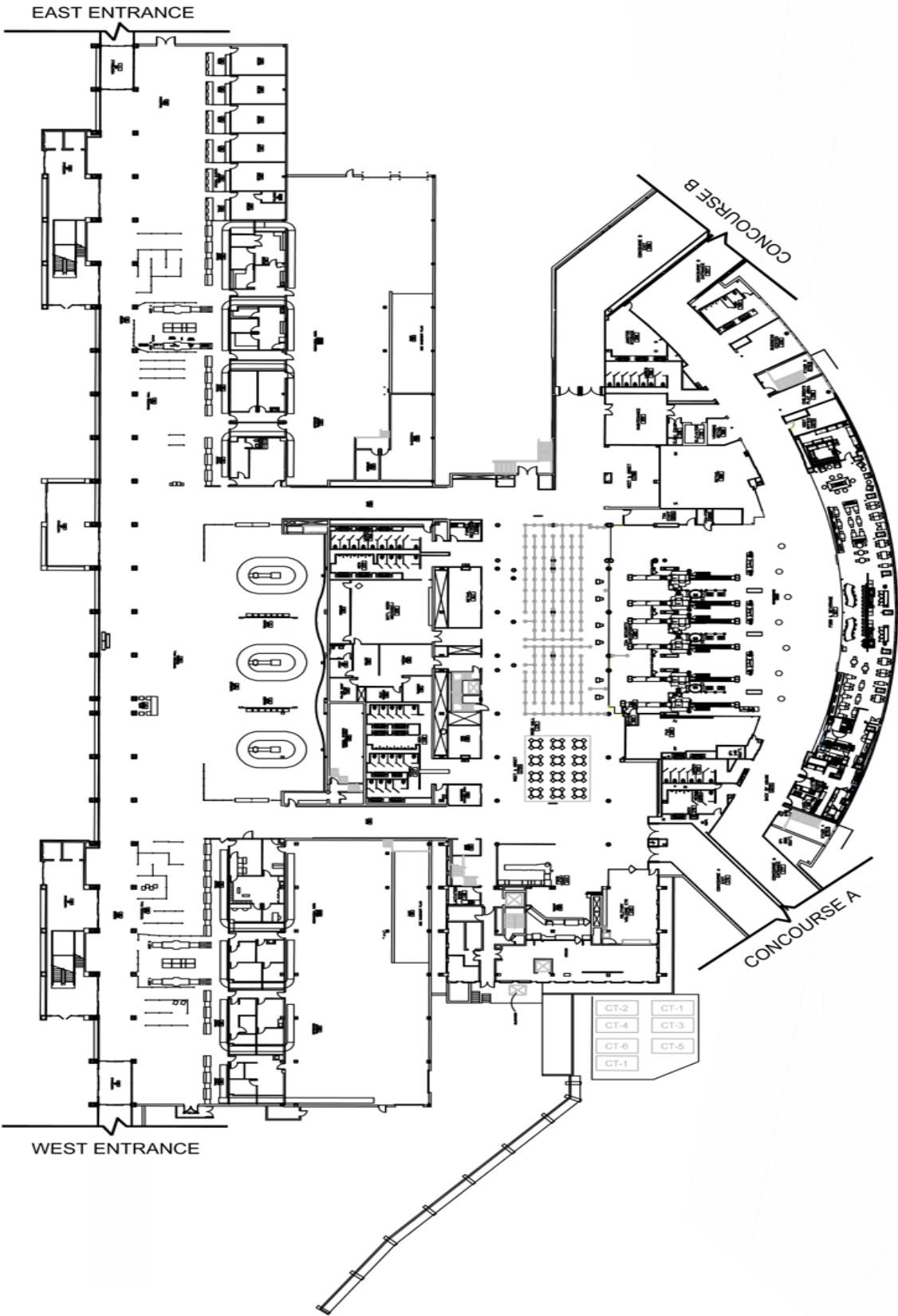


EXHIBIT C – AIRPORT LAYOUT PLAN

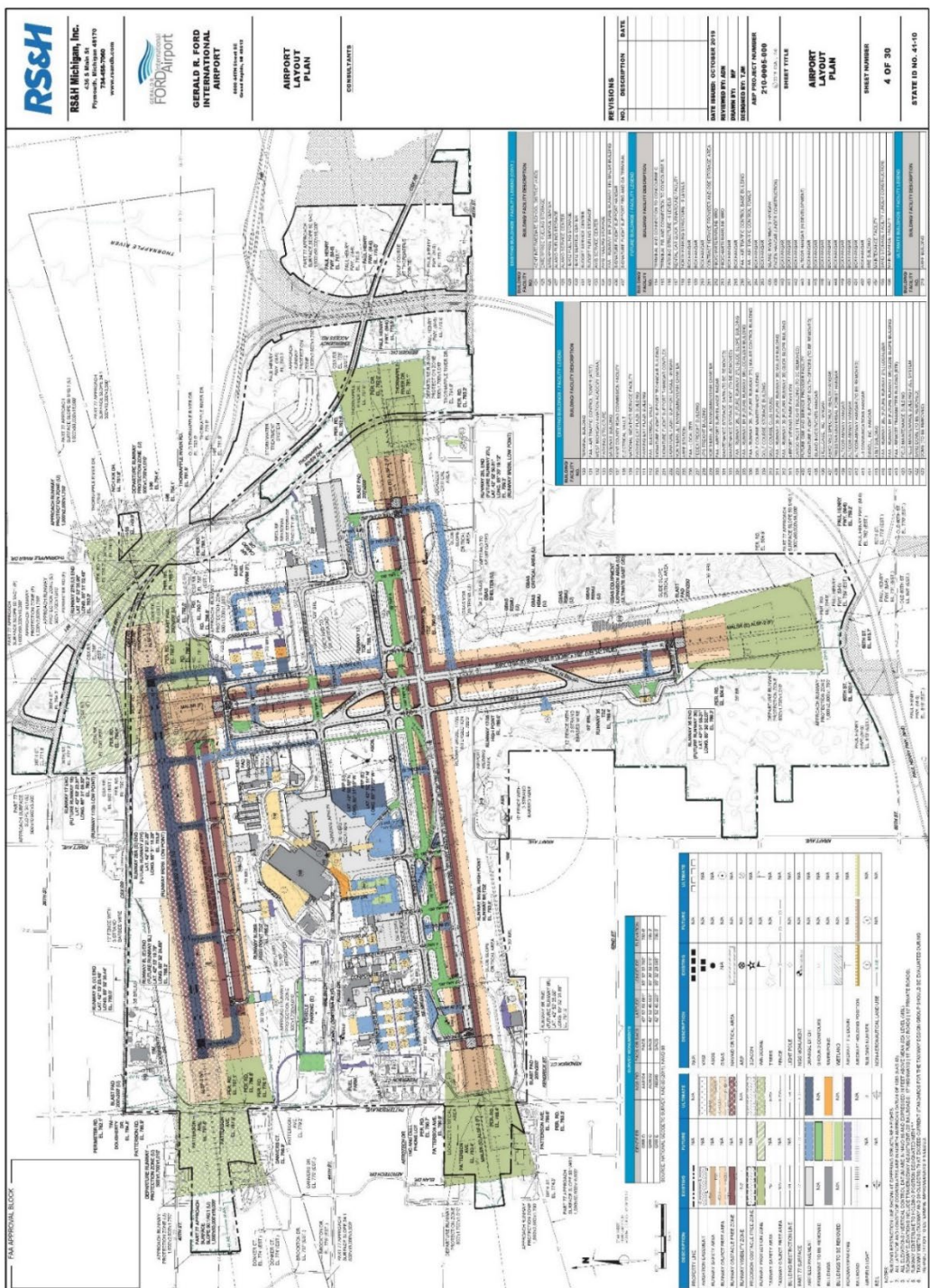


EXHIBIT D – AIRPORT CONSTRUCTION PERMIT



GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY (GFIAA)
5500 44TH STREET SE, GRAND RAPIDS, MI 49512
Phone: 616-233-6000 Fax: 616-233-6025

APPLICATION FOR
AIRPORT
CONSTRUCTION PERMIT

IMPORTANT – Applicant to complete all items			
LOCATION	AT: _____	Building #:	
TITLE OF PROJECT:	Contact Person Name:	Phone:	
	Name	Mailing Address – Number, Street, City, State & ZIP Code	Telephone No. e-mail address
Owner or Lessee:			
Architect or Engineer:			
Contractor:			
Describe in detail what you are proposing to do (e.g., addition, interior or exterior modification, remodel, new entry, erect signage, change of use, antenna install, landscaping, etc.)			
Plans Attached:	☐ Yes ☐ No	Tenant Development Standards (TDS) Review:	☐ Yes (date of TDS _____) ☐ No
Specifications Attached:	☐ Yes ☐ No	Does application comply with TDS?	☐ Yes ☐ No
Building Permit Obtained:	☐ Yes ☐ No	Airport Minimum Standards (AMS) Reviewed:	☐ Yes (date of AMS _____) ☐ No
Certificate of Insurance (COI):	☐ Yes ☐ No	Does application comply with AMS?	☐ Yes ☐ No
AOA Construction:	☐ Yes ☐ No		
Landside Construction:	☐ Yes ☐ No		
Anticipated commencement date: _____ Anticipated completion date: _____			
NO WORK IS TO BEGIN UNTIL THE GFIAA CONSTRUCTION PERMIT HAS BEEN ISSUED			
Failure to pursue the entire project as described above will render this permit and approval void and project shall be resubmitted for review. Include a COI from the Contractor listing GFIAA as an additionally insured.			
I am the owner or lessee of the property on which this proposed project is located and the plans, specifications, and the information provided in the application is true and correct to the best of my knowledge and belief.			
Typed/Printed Name:		Signature of Applicant:	Application Date:

GFIAA Use Only:

Building Permit Authorization:

Approval Signature: _____

Authorization Date: _____

GFIAA Staff Use:

Distribution: ☐ GFIAA Files ☐ Building Maintenance ☐ Operations ☐ Field Maintenance ☐ Police/Security

Does Due Care Plan (DCP) apply to project site? Yes ☐ No ☐
 If yes, date DCP transmitted to tenant _____

ConstructionPermitApplication.docx/1/18/2022

EXHIBIT E – AIRPORT ZONING PERMIT



Gerald R. Ford International Airport Authority
5500 44TH Street SE, Grand Rapids, MI 49512
PHONE: 616-233-6000 FAX: 616-233-6025

APPLICATION FOR
AIRPORT ZONING PERMIT
7400 FORM

Nature of Proposal					
Type		Class		Start Date	
☐ New Construction		☐ Permanent			
☐ Alteration		☐ Temporary (Duration months)		End Date	
Complete Description of Structure					
Name and address of individual company, corporation, etc. proposing the construction or alteration. (Number Street, City, State, ZIP)				Telephone Number	
				Fax Number	
Name and address of proponent's representative, if different than above.				Telephone Number	
				Fax Number	
Location of Structure		City or Township		Height and Elevation (to nearest ft.)	
Coordinates to hundredths of seconds, if known		☐ Cascade		Elevation of site above mean sea level (A)	
Latitude ° ' "		☐ Kentwood			
Longitude ° ' "		☐ Other			
Source of coordinate information		Telephone Number		Height of structure including all appurtenances and lighting above ground or water (B)	
☐ USGS 7.5'		Fax Number			
☐ Survey					
☐ Other					
Indicate the reference datum of the coordinates, if known		Address:		Overall height above mean sea level (A+B)	
☐ NAD27					
☐ NAD 83					
☐ Other					
Date	Type or print name and title of person filing notice			Signature	
AIRPORT AUTHORITY USE ONLY			Actions Taken		
☐ Requires 7460 Form to FAA					
☐ Mark and/or Lighting Required					
NAD 83 Coordinates	Latitude	°	'	"	Longitude
Approval Signature				Date	
Comments/Contingencies/Variance Required					

EXHIBIT F – NOTICE OF VIOLATION



GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY (GFIAA)
5500 44TH STREET SE, GRAND RAPIDS, MI 49512
Phone: 616-233-6000 Fax: 616-223-6025

NOTICE OF VIOLATION

NOV # 0001

Badgeholder Name:		Badgeholder Number/ID:	
Date and Time of Violation:			
Location:		Company:	
Supervisor:			
Applicable Violation(s) (Check All That Apply)			
☐	Section	Violation Description	☐
☐	2.1	Compliance with Signs	☐
☐	2.3	Preservation of Property	☐
☐	2.4	Public Safety	☐
☐	4.1	Public Parking	☐
☐	4.3	Employee Parking	☐
☐	4.4	Vehicle Operating Requirements	☐
☐	5	Commercial Ground Transportation/TNCs	☐
☐	6	Air Operations Area	☐
☐	7	Airport Business and Commercial Operations	☐
☐	8.2	Solicitation	☐
☐	8.3	Expressive Activities	☐
☐	9.1	Noise Control Procedures	☐
☐	9.2	Flammable and Explosive Materials	☐
☐	9.3	Fueling/De-Fueling and De-Icing Operations	☐
☐	9.4	Smoking	☐
☐	9.5	Open Flame Operations	☐
☐	9.6	Leasehold/Assigned Space Housekeeping	☐
☐	9.7	Fire Extinguishers	☐
☐	9.8	Power Activated Tools	☐
☐	9.9	Heated Hangars	☐
☐	9.10	Aircraft Repairs	☐
☐	9.11	Aircraft Parking	☐
☐	9.12	Firearms and Weapons	☐
☐	9.14	Fuel Storage Tanks	☐
☐	9.15	Environmental Regulations	☐
☐	10.2	Construction Activity	☐
☐	Other	Other Rules Violation	☐
☐	All	Administrative Fee (applies to all NOV's)	☐
Supporting Evidence: ☐ Officer Observation ☐ CCTV ☐ Report ☐ Other			
Description of Violation:			
Issuing Individual:		Title/Department:	
Date Issued:			

IMPORTANT INFORMATION: PLEASE READ

Airport Management, Airport Operations personnel, ARFF personnel, and LEOs are authorized to enforce the Airport Rules and Regulations and issue NOV's. Enforcement actions may include issuance of an NOV and fines, retraining or retesting, suspension or revocation of Badge privileges, and removal from the airfield. NOV's are tracked cumulatively, regardless of category, on a rolling twelve (12) month basis and may result in progressive discipline. Minimum penalties include: (i) first violation – imposition of a fine and badge confiscation and/or suspension for no less than twenty-four (24) scheduled working hours; (ii) second violation – imposition of a fine and badge confiscation and/or suspension for no less than seventy-two (72) scheduled working hours; and (iii) additional violations – imposition of a fine and suspension for no less than seven (7) scheduled working days, up to and including permanent Badge revocation. In any instance, retraining and successful testing may be required before Badge reinstatement. Failure to pay a fine within thirty (30) days after delivery of an NOV may result in Badge suspension until the fine is paid, and the Authority may collect the unpaid fine from the Badgeholder's employer. **Consult the Airport Rules and Regulations for details regarding fine amounts and payment.**

Acknowledgment of Receipt

By signing below, I acknowledge receipt of this Notice of Violation and that I have been informed of the penalties that may apply and the procedure for initiating an appeal. My signature acknowledges receipt only and does not constitute an admission of the violation.

Signature (Offender or Authorized Signatory):	Name (Print):	Date:

White Copy: Badgeholder / Pink Copy: Operations / Yellow Copy: Admin