

# **Akron-Canton Regional Airport**



## **Aircraft Parking Rules & Regulations**

Enacted July 1, 2023

**AKRON-CANTON REGIONAL AIRPORT**  
Aircraft Parking Rules & Regulations

**Section 1. Definitions.** The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- (A) “Aircraft” means a device that is used or intended to be used for flight in the air.
- (B) “Airport” means the Akron-Canton Regional Airport.
- (C) “Airport Authority” refers to the Akron-Canton Regional Airport Authority Board, a Board of Trustees.
- (D) “Airport Manager” means that person appointed by the Airport Authority to operate and/or manage the Airport or a designated representative. The Airport Director serves as the Manager of the Airport.
- (E) “Aircraft Parking Area” means certain areas of the Airport Property used for the parking, storage, and movement of aircraft as part of a dedicated runway, ramp, and taxiway system or for the protection of that aircraft movement area, more fully depicted in **Exhibit A** attached and incorporated herein by reference.
- (F) “Airport Property” means generally the real property located at 5400 Lauby Road NW #9, North Canton, OH 44720-1598 and includes all real property owned by the Airport as part of the Airport.
- (G) “Disabled Aircraft” means an Aircraft that is not in a flyable condition, does not have a current certificate of air worthiness issued by the FAA, or is not in the process of actively being repaired. Disabled Aircraft include, but are not limited to, Aircraft missing exterior parts or not properly attached parts, flat tires, or Aircraft with an abandoned or neglected appearance.
- (H) “Employee” means a person who is on the payroll of an Aircraft Owner or Airport business and, as such, the Owner or business must comply with all applicable labor laws including Workers’ Compensation, Social Security, etc., for that employee.
- (I) “FAA” means the Federal Aviation Administration.
- (J) “FBO” means a Fixed Base Operator(s) that provides, at a minimum, retail fuel, Aircraft maintenance, and hangar storage services to the public (as well as, fee collection for the Airport, when necessary) and is duly authorized by written lease agreement with the Airport to operate at the Airport as a Fixed Base Operator under strict compliance with such lease agreement.

- (N) “Minimum Standards” means the Minimum Operating Standards, which are established by the Airport as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.
- (O) “Owner” means the FAA registered owner, or the operator, lessor, lessee (or their agents) of an Aircraft or any authorized Person using or operating any Aircraft.
- (P) “Person” means any individual, partnership, association, fiduciary, company, firm, corporation, or other entity, including but not limited to employees, tenants, visitors or others using Airport facilities or services or upon Airport Property.
- (Q) “Rules and Regulations” means the Aircraft Parking Rules & Regulations, which are established by the Airport as the minimum requirements for parking and storing all Aircraft on Airport Property and may be amended or modified by the Airport Authority from time to time.
- (R) “Tie Down” means to moor an Aircraft by no less than three attachment points (usually both wings and tail) to the ground anchor points provided.

## **Section 2. General.**

2.1 **Applicability.** These Rules and Regulations shall be available for inspection in the Airport Administration Office. All Persons on Airport Property or those Persons utilizing its facilities or services shall be governed by these Rules and Regulations and by orders and instructions of the Airport Authority relative to the use or occupancy of any part of the Airport Property, particularly as shall be required in any emergency or as the public convenience and necessity may demand. These Rules and Regulations are in addition to any and all other rules, regulations, and the Minimum Standards heretofore or hereafter enacted by the Airport Authority. The Airport Authority has the exclusive right to modify or amend these Rules and Regulations from time to time

2.2 **Non-Applicability.** These Rules and Regulations do not apply to Aircraft properly and lawfully parked at the facilities of an FBO, a corporate hanger, or private hanger operating pursuant to the applicable Minimal Standards and in accordance with a written lease agreement between such FBO, corporate hanger lessee, or private hanger lessee and the Airport.

2.3 **Enforcement.** The Airport Authority is empowered to enforce compliance with these Rules and Regulations. No authority is implied or expressed that would permit any individual to change, amend, or mitigate these Rules and Regulations. Any Person in violation of these Rules and Regulations may be removed from Airport Property. Further, any Person may be refused the further use of the Airport Property and its facilities and services, for such periods of time as may be deemed appropriate, to ensure safety of the Airport and the public.

2.4 **Fees and Other Charges.** Owner shall pay the fees and other charges identified in the Airport Rents and Fees Schedule attached hereto as **Exhibit B** to the Airport when due and owing, which are subject to change from time to time in compliance with the applicable Airport rules and regulations. In addition, any Person or Owner who violates or fails to comply with these Rules and Regulations shall pay any penalties, fines, costs, and expenses for such violation or failure.

2.5 **Liens.** If an Owner fails to pay the any amounts owed under these Rules and Regulations and the account is at least sixty (60) days delinquent, Airport personnel may take reasonable measures, including but not limited to the use of chains, ropes, and locks, to secure the Aircraft within the Airport Property so that the Aircraft is in the possession and control of the Airport and cannot be removed from the Airport until payment by the Owner of past amounts owed. In the event charges owed become more than sixty (60) days delinquent, (i) Airport may follow the procedures set out in Chapter 1311 et. seq. of the Ohio Revised Code as it is written at the time of the default, and (ii) Airport may record an aircraft claim of lien for the charges owed with the FAA's Aircraft Registration Branch. The Owner shall bear all costs and expenses incurred by the Airport in enforcing the terms of these Rules and Regulations or in the collection of amounts due hereunder, including reasonable attorney's fees.

### **Section 3. Aircraft Parking Rules and Regulations.**

3.1 Proof of Ownership. All Persons desiring parking or storage space in the Aircraft Parking Area shall provide proof of ownership or lease of the Aircraft to be stored, if requested by the Airport Manager.

3.2 Aircraft Parking Areas. No Person or Owner shall park, or cause to be parked, any Aircraft, including Disabled Aircraft, in any area other than that designated for the purpose by the Airport Manager. All Persons and Owners using any portion of the Aircraft Parking Areas shall keep the area clean and free of debris. All Persons and Owners must keep the taxiways or taxilanes free of parked or unattended Aircraft.

3.3 Improperly Parked Aircraft. Upon direction of the Airport Manager, the Owner of any Aircraft parked or stored on the Airport shall move the Aircraft from the area in which it is parked or stored to such area as may be designated by the Airport Manager. Should the Owner fail to comply with such directive, the Airport shall, at its election, the right in its discretion to have the Aircraft towed to the specified area at the Owner's expense, without assuming liability for damage that may result in the course of such moving.

3.4 Aircraft Mechanics. All mechanics who are to work on Aircraft at the Airport shall be registered with the Airport Manager. Unless approval is granted by the Airport Manager (for example, pursuant to a FBO under a lease with the Airport), Aircraft mechanics who are employees of any person having an Aircraft based at the Airport may perform maintenance only on the Aircraft owned and operated by that person and shall not perform similar services for any other person at the Airport.

3.5 Tied Down Aircraft. The Airport Authority, its officers, employees or agents shall not be responsible for any damage to Aircraft tied down on the Airport, except where the damage is the result of the sole negligence of Airport personnel. If an Aircraft is tied down at the Airport, the Owner shall:

- (a) Properly tie down the Aircraft after each flight using best practices.
- (b) Leave a request at the Airport operations office for replacement of Tie Down equipment that are not considered to be satisfactory for the security of the Aircraft.
- (c) Provide mooring ropes, chains, cables, or other appropriate Tie Down equipment of adequate strength to properly moor the Aircraft if additional mooring is needed in the exercise of best practices.

3.6 Disabled Aircraft. Disabled Aircraft (as defined herein) parked or stored on the Airport Property, including within the Aircraft Parking Area, shall be placed back into service within ninety (90) calendar days. Disabled Aircraft and parts thereof shall be promptly removed from the Airport Property or moved to a designated area at the direction of the Airport Manager after approval for removal has been granted by the FAA or the Airport Manager at the Owner's

sole expense. In the event the Owner fails to promptly dispose of the Disabled Aircraft after FAA release, the Disabled Aircraft and parts may be removed by the Airport Manager at the Owner's expense and without liability on the part of the Airport Authority, its officers or employees or agents for damage which may result in the course of such removal.

3.7 Theft and Vandalism. Owners shall keep their Aircraft locked at all times while parked or stored on Airport Property or on the Aircraft Parking Area. The Airport Authority, its officers, employees, or agents shall not be responsible for any loss or damage due to theft or vandalism of any Aircraft, equipment or items left within any Aircraft.

3.8 No Charter, Rental, Repair, Instruction Service. Except when authorized under a separate written agreement with the Airport and then in compliance with the Minimum Standards, no charter, rental, repair or instructional service, or offer any other commercial activity to the general public in or from the Aircraft Parking Area is permitted by any Aircraft Owner.

3.9 No Modifications. No modifications, alterations, post signs or otherwise change to any part of the Aircraft Parking Area is permitted by any Aircraft Owner.

3.10 Compliance with Applicable Laws. All Persons and Owners shall comply with all applicable federal, state, county and municipal ordinances and regulations now in force or hereafter promulgated. All Persons and Owners shall comply with all of the Airport Authority's reasonable current and future rules and regulations governing the Airport, including the Minimum Standards, and any applicable FAA rules and regulations. All Persons and Aircraft Owners shall not bring or cause to be brought onto the Airport Property any illegal item or substance.

3.11 Fire Safety and Environmental. All Persons and Owners using the Aircraft Parking Area shall exercise the greatest care and caution to avoid and prevent fire. Owners shall be responsible for keeping the Aircraft Parking Area clean and free from oil, volatile and flammable substances. Owners shall promptly clean any oil and/or lubricant leaks and spills at the Owner's sole cost and expense. Fuel spills must be reported to the Airport Authority and immediate action shall be taken by the Owner to clean up the spill in accordance with all local, state, and federal regulations.

#### **Section 4. Aircraft Parking and Storage Agreement.**

4.1 Except for Disabled Aircraft, all Aircraft Owners shall enter into a written Aircraft Parking and Storage Agreement with the Airport Authority for the parking or storage of an Aircraft within the Aircraft Parking Area when the anticipated parking or storage period is **twelve (12) or more consecutive days.**

#### **Section 5. Insurance.**

5.1 Aircraft Owners shall maintain commercial general liability insurance with limits of not less than \$1,000,000.00 combined single limit per occurrence. The Airport Authority shall be named as additional insured(s) on the Owner's policy, with that coverage being primary and non-contributory with any other policy(ies) available to the Airport Authority. The above

policy shall cover or be endorsed to cover the Airport Authority, its officers, officials, employees, and agents as additional insureds. All Aircraft Owners shall provide a certificate of insurance upon written request of the Airport Authority. The policy of insurance shall provide that neither party to the insurance contract can terminate the insurance without first giving the Airport Authority 45 days' notice of such impending termination. Prior to the expiration date of the required insurance coverage, Owner shall provide a new certificate of insurance to the Airport Manager.

**Exhibit A**  
Aircraft Parking Areas (Typ.)

West Quadrant

East and South Quadrants



Exhibit A – Aircraft Parking Area  
19813618\_1



**Exhibit B**

Aircraft Parking and Storage Rates as of April \_\_\_\_, 2023

Unless otherwise specified, the Aircraft parking and storage fee shall be on a per day basis and is per Aircraft. This schedule of fees is subject to change from time to time by the Akron-Canton Regional Airport Authority Board.

Daily (24 hour period) Rate	\$29.00	All daily fees are due and payable upon the Aircraft's departure, unless otherwise agreed upon by the Airport.
Monthly (30 day period) Rate (Disabled Aircraft Only)	\$870.00	All monthly fees are due and payable in advance on the first (1 <sup>st</sup> ) day of each month.

**Long Term Parking:** In the case where an Aircraft Owner desires to park or store an Aircraft, excluding a Disabled Aircraft, for a period of **twelve (12) or more consecutive days**, Aircraft Owners shall enter into a written Aircraft Parking and Storage Agreement with the Airport Authority.