

**MOORE COUNTY AIRPORT AUTHORITY
SPECIAL EVENT POLICIES AND PROCEDURES**

1. Definitions.

- a. “Airport Authority” means the Moore County Airport Authority.
- b. “Airport Property” means any property, easement, structure or facility owned, dedicated, controlled or otherwise under the proprietary jurisdiction or control of the Airport Authority.
- c. “Applicant” means the individual or entity that makes application to the Airport Authority to hold a Special Event on Airport Property.
- d. “Application” means a written application, in a form provided by the Airport Authority, for permission to conduct a Special Event on Airport Property.
- e. “Application Fee” means a fee, payable to the Airport Authority, in the amount of three hundred and fifty dollars (\$350.00) that shall be returned to the Applicant in the event that the Application is denied.
- f. “Approval” means the approval of a Special Event and the terms and conditions thereof including, without limitation, a provision for indemnification of the Airport Authority by Applicant.
- g. “County” means the County of Moore.
- h. “Event Approval Criteria” is defined in Section 4(a).
- i. “Manager” means the Airport Manager of the Airport Authority or his or her designee.
- j. “Policies” means these Special Event Policies and Procedures.
- k. “Special Event” means any event held on Airport Property (exclusive of events sponsored by the Airport Authority or the County).
- l. “Supplemental Requirements” is defined in Section 4(b).
- m. “Temporary Structure” means any shed, booth, bleacher, tent, stage or fence for temporary purposes (all of which shall be removed upon the expiration of the approved time limit for the Special Event).
- n. “Vendor” means any person or entity providing the sale of goods or services for profit at or in conjunction with any Special Event (pursuant to which any Applicant who or which provides for the sale of goods or services for profit shall be deemed to be a Vendor).

2. Approval. No Special Event shall be conducted without the prior receipt of an Approval from the Manager.

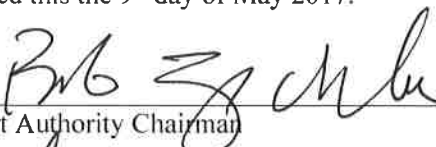
3. Submission of Application. In the event that an Applicant proposes to conduct a Special Event, the applicant shall submit an Application therefor not fewer than one hundred and twenty (120) days prior thereto and shall be accompanied by the Application Fee.

4. Review of Applications.

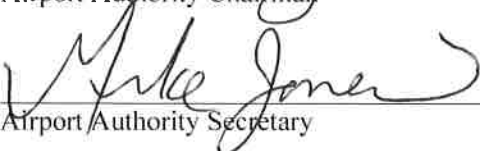
- a. The Manager shall review Applications to determine whether the proposed Special Event satisfies the Event Approval Criteria and merits issuance of an Approval. The Event Approval Criteria are hereinafter set forth.
 - i. The Applicant shall be legally competent to contract and to sue and be sued in North Carolina.
 - ii. The proposed Special Event shall promote aviation in Moore County and the general interests of the Moore County Airport.
 - iii. The proposed Special Event shall not be prohibited by, or inconsistent with, the policies of the Airport Authority (including, without limitation, its Airport Rules and Regulations) or the Federal Aviation Regulations or other applicable laws.
 - iv. The proposed Special Event shall not present an unreasonable hazard to the health or safety of any person or property.
 - v. The Airport Property shall be suitable for the proposed Special Event.

- vi. The proposed Special Event shall not present an unreasonable adverse impact on the health, safety or welfare of any resident or business within the immediate proximity of the Airport Property.
 - vii. The proposed Special Event shall not be prohibited by any federal, state or local law or regulation.
 - b. The Manager shall, upon the issuance of an Approval, schedule a planning meeting with the Applicant and, from time to time, thereafter establish the supplemental requirements including, without limitation, site plan, procedural requirements, security, signage, parking and traffic control, emergency services, other third-party services, portable toilets, Temporary Structures, portable garbage cans and dumpsters, appropriate fees, and other requirements determined by the Manager to be in the best interest of the Airport Authority (collectively, the “Supplemental Requirements”). Applicant shall be responsible for performance of all obligations under, and payment of all fees and costs related to, the Supplemental Requirements.
 - c. The Approval shall be subject to revocation by the Manager in the event of any failure of Applicant to comply with these Policies or the terms and conditions of the Approval or the Supplemental Requirements or to pay any fee or cost.
5. Vendors. Applicant shall ensure that each Vendor, not fewer than seven (7) days prior to the Special Event, provides copies of all required permits and licenses (including, without limitation, environmental safety and health) to the Manager.
6. Additional Terms.
- a. The sale and consumption of alcoholic beverages and the performance of any amplified music at a Special Event shall be conducted only within an enclosed structure or as otherwise designated in the Approval or the Supplemental Requirements.
 - b. No Approval shall permit amplified sound between 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 8:00 a.m. on weekends.
 - c. Applicant shall, not fewer than ten (10) days prior to the Special Event and at its own cost and expense, provide evidence of a policy or policies of commercial general liability insurance insuring its activities with respect to the Special Event against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Airport Property with a combined single limit of two million dollars (\$2,000,000.00), written on an occurrence rather than claims made basis, and shall include (i) an endorsement expressly providing that it shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days’ prior written notice to Airport Authority, (ii) an endorsement providing that Airport Authority shall be named as additional insureds, (iii) an endorsement providing that it is primary as respects Airport Authority and that any other insurance maintained by Airport Authority is excess and non-contributing with other insurance required hereunder, (iv) an endorsement deleting any employee exclusion on personal injury covered, (v) an endorsement deleting any liquor liability exclusion, and (vi) broad form contractual liability insurance coverage that shall insure Applicant’s performance of its indemnity obligations in the Approval.

Adopted this the 9th day of May 2017.



Airport Authority Chairman



Airport Authority Secretary