

**RULES AND REGULATIONS of the
MEADOW LAKE AIRPORT ASSOCIATION**

01-03 POLICY & PROCEDURES FOR MLAA OWNED VEHICLES & EQUIPMENT

Due to the increased size, complexity, and diverse experience of the Association membership, use and accountability of MLAA vehicles has become difficult and is taking it's toll on the mechanical status our equipment. The following provisions are effective immediately:

A. DEFINITIONS.

1. Primary Surface/Land Areas. Those surfaces and land areas owned by the Meadow Lake Airport Association that have primary significance to the membership and general public using the airport:
 - a. Runway 15/33, run-up areas and clear zone
 - b. Taxiway "A"
 - c. Cessna Drive

1. Secondary Surface/Land Areas. Those surface and land areas that provide common use and/or access to the primary surfaces:
 - a. Taxiway "C"
 - b. Taxiway "D"
 - c. Taxiway "E", E-2, E-3
 - d. Taxiway "F"
 - e. Runway 08/26
 - f. Taxiway "B" and Tract 1
 - g. Other land areas owned by the Association
 - h. Platted/designated grass taxiway easements (including residential taxiway easements).

1. Private Surface/Land Areas. Private property and taxiways not platted as taxiway easements for use by the general membership or public.
2. Category "A" Vehicles. Vehicles designated for use only by qualified and specifically designated members of the MLAA. These vehicles are not for general use by the membership due to cost and/or complexity of the equipment, expense of repairs to the vehicle or of potential damage to property, and/or impact on the Association by loss of use of said vehicle. MLAA vehicles in this category are as follows:

Make & Model equipment (& accessories)

- a. John Deere lawn mower (w/snow blower)
 - b. Ford tractor w/front bucket & rear PTO
 - c. Int'l Harvester dump truck w/snow plow
 - d. Dodge airport snow blower
3. Category "B" Vehicles. Vehicles designated for use by any properly qualified member of the MLAA. MLAA vehicles in this category are as follows:

Make & Model equipment (& accessories)

- a. Ford tractor w/brush mower
- b. Chevrolet Blazer 4x4 SUV w/snow plow

B. OPERATION.

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1. Category "A" vehicles.
 - a. These vehicles will be only being used on Primary and Secondary surfaces/land areas. (*Exception*: They may be used on Private Property only as follows: the John Deere w/snowblower and the tractor with front bucket may used by qualified/designated personnel to assist property owners in removal of snow drifts following winter storms. Liability for property damage during such operation shall be the responsibility of the property owner, regardless of who is operating the equipment.)
1. Category "B" vehicles.
 - a. These vehicles may be used on Primary, Secondary and Private surfaces/land areas.
 - b. Any member desiring to use Association equipment on private surfaces and/or land areas, do so at their own expense and risk. The Vehicle Maintenance Chairman shall establish a "user fee" to cover the cost of operation of

Category "B" Vehicles for private use. A member desiring to use the equipment will provide a check for that amount each time they check out the equipment. In addition, the member shall bear all expenses for repairs to the equipment and/or property damaged during the operation due to the misuse or improper operation of the vehicle. A Vehicle/Equipment Use Agreement (Attachment 1) shall be executed to release the Association from any liability resulting from the operation of the equipment on private property.

		CATEGORY "A" VEHICLES				CATEGORY "B" VEHICLES	
		(only qualified and designated personnel)				(any qualified MLAA member)	
		John Deere mower (snowblower)	Ford tractor w/loader	Int'l Harvester dump truck w/snow plow	Dodge snow blower	Ford tractor w/brush hog	Chevrolet Blazer w/snow plow
PRIMARY SURFACE / LAND AREAS	Runway 15/33	X	X	X	X	X	X
	Taxi "A"	X	X	X	X	X	X
	Cessna Dr	X	X	X	X	X	X
SECONDARY SURFACE / LAND AREAS	Crosswind 08/26	X	X	X		X	X
	Taxi "B"	X	X	X	X	X	X
	Taxi "C"	X	X	X	X	X	X
	Taxi "D"	X	X	X	X	X	X
	Taxi "E" "E-2", "E-3"	X	X	X	X	X	X
	Taxi "F"	X	X	X	X	X	X
	Tract 1	X	X	X		X	X
	Other MLAA property	X	X	X		X	X
Other MLAA taxi easements	X	X	X		X	X	
Private lands	MLAA members Private Property					X	X

Figure 1

1. Qualification / Checkout.

- a. Any member of the Association, in good standing, may become qualified on and use any piece of Association equipment, subject to the operational/policy limitations for that piece of equipment.
- b. The Vehicle Maintenance Chairman (or in his absence, the Facilities Maintenance Chairman), shall develop a qualification procedure for each piece of equipment owned by the Association and maintain a roster of persons qualified to operate that equipment.
- c. Due to liability considerations, persons not members of the Association shall not be permitted to operate Association equipment at any time. Should a tenant desire to have maintenance performed on privately leased property, it is up to the property owner (the Association member) to arrange for said maintenance.

1. Use of Equipment.

- a. Any Association member desiring to use Category "B" vehicles may contact any member of the Board of Directors to gain access to the vehicle storage. The Director shall verify the member's checkout on the master roster of qualified persons before granting access to the equipment.
- b. The Vehicle Maintenance Chairman (or in his absence, the Facilities Maintenance Chairman), may develop specific procedures and limitations for each piece of equipment owned by the Association. Operators shall adhere to these procedures. Equipment shall be used for the purpose for which it was intended, i.e.: snowplows shall not be used to grade unimproved roadways! Any abuse or misuse of the vehicles or equipment shall be cause for immediate revocation of the member's privilege to use any MLAA equipment. In addition, the operator shall be responsible for any repairs required to the equipment as a result of the inappropriate operation, regardless of where or for what purpose the equipment was being used.
- c. All vehicles should be refueled after each use in order to have the equipment fully ready for the next operator.

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**MEADOW LAKE AIRPORT ASSOCIATION
VEHICLE/EQUIPMENT USE AGREEMENT**

I agree to use

_____ "Category A" vehicles/equipment owned by Meadow Lake Airport Association.

_____ "Category B" vehicles/equipment owned by Meadow Lake Airport Association in accordance with the Policy and Procedures for MLAA owned vehicles and equipment. **I expressly assume all risks associated with using the MLAA owned vehicles and equipment.**

IN CONSIDERATION OF RECEIVING PERMISSION TO USE MLAA VEHICLES/EQUIPMENT, I AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS MEADOW LAKE AIRPORT ASSOCIATION, ITS OFFICERS, DIRECTORS,

AGENTS OR EMPLOYEES ("Released Parties") FROM ANY AND ALL CLAIMS I MIGHT STATE AS A RESULT OF PROPERTY DAMAGE OR PHYSICAL INJURY, INCLUDING DEATH, SUSTAINED IN CONNECTION WITH THE USE OF THE MLAA VEHICLES/EQUIPMENT, INCLUDING THOSE CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY.

I understand that, if I invite or allow other persons to use the MLAA vehicles/equipment, **I assume, on such person's behalf, all risks associated with use of the MLAA vehicles/equipment. Additionally I agree to defend and indemnify Released Parties for any claim whatsoever brought by any person I have allowed to use the MLAA vehicles/equipment and for any claim whatsoever brought by a third party arising out of my allowing other persons to use the MLAA vehicles/equipment.**

This Agreement supersedes any other agreements or representations by or between the parties, is governed by the laws of the State of Colorado and is intended to be interpreted as broadly as possible and shall be binding to the fullest extent of the law. I agree that exclusive jurisdiction and venue for any legal action shall be in the District Court for El Paso County. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND IT CONTENTS. I REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT BETWEEN ME AND MEADOW LAKE AIRPORT ASSOCIATION AND I SIGN IT OF MY OWN FREE WILL.

Signed on this date _____.

Signature of Vehicle/Equipment User Printed name of Vehicles/Equipment User

Address: _____

(Attachment A to MLAA Regulation 01-03)

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