

# **KLAMATH BASIN FLYERS**

## **Club Vision, Mission, and Bylaws**

### **Club Vision**

To encourage and promote an interest in aviation, to advance knowledge in aeronautical subjects, and to bring to more people the social benefits and pleasures of recreational flying in a Club environment.

### **Club Mission**

To provide members access to an affordable, accessible, and versatile aircraft that will allow them to further their flying skills in a safe and fun manner.

NON-Profit application submitted to IRS.

Registered as a Domestic non-profit corporation Registry # 2270687-98  
Amendment submitted 2/20/2025 added the following language:

Klamath Basin Flyers is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon the dissolution of the organization, assets will be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or will be distributed to the federal government, or to a state or local government, for a public purpose.

# Bylaws

## ARTICLE 1: NAME

The name of the organization will be **KLAMATH BASIN FLYERS** hereafter referred to as “The Club”, organized as an Oregon Non-Profit Corporation.

## ARTICLE 2: AUTHORITY, PURPOSE AND OBJECTIVES

**Section 1 - Authority:** Upon the request of certain aviation minded citizens living in and around Klamath Falls, Oregon, these Bylaws for The Club are hereby established.

**Section 2 - Purpose:** The purpose of The Club is to encourage and promote an interest in aviation, to advance the knowledge of its members in aeronautical subjects, to bring to more people the social benefits and pleasures of recreational flying in a Club environment, and to provide Club members with aircraft to fly at a cost that is as affordable as possible by minimizing overhead costs, by operating under volunteer management, in a way that covers operating costs but does not need to provide any profit to the organization, or provide profit to the aircraft owner, while assuring that Club aircraft are safe to operate in the manner for which they are `certified.

**Section 3 - Objective:** The Club is a non-profit, social organization, established and operated exclusively for the benefit of its members. Financial support of The Club will be by membership fees, dues and assessments. The Club is structured as a non-equity flying Club.

**Section 4 - IRS Code:** *The organization is organized exclusively for charitable, religious, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.*

## ARTICLE 3: BYLAWS AND OTHER REGULATIONS

**Section 1 - Bylaws:** These **Bylaws**, **Addendum A** “KLAMATH BASIN FLYERS Membership Application”. **Addendum B** “Club Membership, Dues and Hourly Rates” and **Addendum C** “KLAMATH BASIN FLYERS Operational Rules”, and any other regulations deemed necessary by the Board of Directors, constitute the regulations that govern The Club in the best interest of all members.

**Section 2 - Revisions to Bylaws:** Changes to these Bylaws and other Club documents may only be made in accordance with the procedures listed below in **ARTICLE 13** of this document.

## ARTICLE 4: MEMBERSHIP

**Section 1 - Membership Requires Board Approval:** Membership is a privilege and will be open to those interested in aviation, and whose membership application has been approved by majority vote of the Board of Directors.

**Section 2- Non Discrimination:** No person will be refused membership based on any form of discrimination concerning sex, age, race, color, national origin, religion, or any other basis prohibited by law.

**Section 3 - Memberships are individual:** A member is an individual person with an interest in aviation. Membership does not extend to family members nor to members of other organizations to which the individual member belongs. Memberships are not transferrable to any other person, for any reason.

**Section 4 - Non Equity Membership:** Members do not share any equity in property or financial obligations of The Club.

**Section 5 - Pilot Certificate Requirements:** Candidate flying members must hold an FAA Private Pilot Certificate, or higher class pilot certificate. On a case-by-case basis, holders of a "Sport Pilot License", and student pilots that have completed the majority of the requirements to take their Private Pilot practical test, may be considered for membership, subject to the recommendation of the Club Chief Pilot. That recommendation will depend on total flight experience, total dual instruction time, flight time in make and model, and recent experience. The Club Chief Pilot will conduct an in-person interview of all applicants and make a presentation to the Board of Directors regarding applicants qualifications to be a member. All applications will be subject to approval by a majority of the Board of Directors. Before an application is considered by the Board of Directors, the applicant must complete the application form in **Addendum A** and return the form and copies of required documents to the Board, along with payment of the Initiation Fee specified in **Addendum B**. The Board of Directors will consider the application and will determine suitability for membership. A prospective member who is not approved for membership will receive a refund of the Initiation Fee within 30-days of the Board's decision.

**Section 6 - Social Memberships:** An individual who wishes to be affiliated with The Club to share in the social and educational aspects of The Club, but not as a flying member, may be approved as a "Social Member" by majority vote of the Board of Directors. The Social Member will pay "Social Member" monthly dues as detailed in **Addendum B**. Social Members will have no flying or voting privileges.

**Section 7 - Membership Cap:** The Board will specify a maximum number of flying members for The Club. This will be referred to as the membership "cap". The membership cap is specified in **Addendum B** of these Bylaws.

**Section 7a - Obtaining Membership if Membership Cap Is Not Limiting:** If The Club has not reached its membership cap, The Club will consider any new application that satisfies

the requirements of Section 5 above, and who submits a completed membership application, along with any required Initiation Fee, and documents listed in **Addendum A**.

**Section 7b - Obtaining Membership when Membership Cap is Limiting:** When the membership cap has been reached, The Club will maintain a waiting list of individuals seeking membership. A prospective member seeking to be placed on The Club membership waiting list must complete an application for membership. This application will be kept on file by The Club Secretary. When an opening for a new member becomes available, the prospective member with the earliest application date will be notified and given 14 days to submit an updated membership application along with the Initiation Fee and required documents. If those items are not received within 14 days, that prospective member will be struck from the waiting list, and the prospective applicant with the next earliest date of application will be offered the opportunity to renew their application, again with 14 days to reply. That process will continue until a new member is approved by the Board of Directors, and the membership cap is again reached.

**Section 8 - Good Standing Requirement:** A member in good standing is one who has met all financial and other obligations to The Club in the previous 30-days, and, if a flying member, who satisfies The Club requirements for aircraft currency. Specifically, "good standing" requires that the member's account will not have an overdue balance, and has been certified as current for aircraft proficiency by The Club Chief Pilot.

**Section 9 - Equal Access to Aircraft:** All members in good standing will have equal privileges and access to Club aircraft. A member not in good standing will not have access to Club aircraft until that the member returns to good standing by fully meeting all outstanding financial and currency obligations.

**Section 10 - Notice of Possible Termination:** A member whose account balance has been overdue for 60 or more days will be sent an email advising that unless the members account balance is paid within 30 days of the notice, that member's membership in The Club may be terminated.

**Section 11 - Termination of Membership:** The Board of Directors may, by majority vote, terminate the membership of a member who has remained not in good standing for the previous 90-days. In such cases, the member is not entitled to any reimbursement of fees or other payments and will relinquish all membership rights to The Club.

**Section 12 - Other Possible Causes for Termination:** A Club membership may be terminated by majority vote of the Board of Directors for violation of any of the Bylaws or operating rules, for disregard or violation of FAA regulations, or unacceptable behavior or conduct. In such cases, a Club Officer or Director will submit a report to the Board of Directors for further consideration. The report will include any reply, or explanation offered by The Club member whose membership is at risk. By majority vote, the Board of Directors has the right to terminate a membership after due consideration.

**Section 13 - Non Refund of Fees:** Membership fees are non-refundable, except in special circumstances upon approval by a majority vote of the Board of Directors.

**Section 14 - Members Leaving The Club:** When a member voluntarily leaves The Club, that member will relinquish, for no reimbursement, the membership to The Club so releasing the member from any further obligations to The Club. The leaving member will provide a minimum of 30-day's notice to the Board of Directors, during which time the member will continue to be responsible for all fees, dues, aircraft rental charges, and assessments. Exceptions may be considered at the discretion of the Board of Directors. Leaving members will also surrender all keys to The Club hangar, and any airport gate key acquired by virtue of Club membership.

**Section 15 - Incapacitation of a Member:** A member who becomes incapacitated and cannot, against their will, enjoy the benefits of membership may, by majority vote of the Board of Directors, be entitled to up to three (3) months of continuing membership, at The Club "Social Member" rate, as listed in **Addendum B**. During that period, the member will retain their Flying Member 'slot', but will not be allowed to operate Club aircraft. Their temporary incapacitation will not trigger the search for a new member. Beyond this initial period, on-going member status for an incapacitated member will be considered by the Board of Directors on a case-by-case basis.

**Section 16 - Personal Information:** The Club will not disclose members' personal information to other parties, unless required by law, or in the reasonable due course of business (e.g. obtaining insurance on Club assets).

**Section 17 - Officers and Members Serve Without Compensation:** No Club member, Board Member or Officer will receive any salary, compensation or payments for their services relating to any role, position, or service to The Club. The Board may grant an exception to this rule if a Club member is a certified aircraft mechanic, and if The Club contracts that member's professional services for maintenance of Club aircraft. Exceptions to this section are aircraft leases and hangar rent. Other financial situations may be approved on a case by case situation, by a majority vote of the Board of Directors.

**Section 18 - Compliance With Club Operating Rules:** Every member operating a Club aircraft, or responsible for its operation, will comply with the Operations Rules, specified in **Addendum C** "KLAMATH BASIN FLYERS Operational Rules".

**Section 19 - Expectations of Members:** Members of The Club are expected to:

1. Comply with all federal, state, local, airport, rules and regulations.
2. Comply with all airport security requirements.
3. Conduct themselves in a manner that upholds the dignity of The Club at all times.
4. Be alert, mindful and considerate of The Club and members' interests.
5. Exercise due caution and safety in aircraft operations.
6. Exercise all due care in operation and care for Club aircraft and property.
7. Not divulge Club information and membership rosters to external parties, without permission from the President.

8. Adhere to all Bylaws and Operational Rules of The Club

## **ARTICLE 5: BOARD OF DIRECTORS and OFFICERS**

**Section 1 - All Directors and Officers Serve Without Compensation:** All Club Board Members and Officers will serve without compensation of any kind. Club Directors and Officers will pay the same membership dues, aircraft rental fees, and assessments as all other Club members. All Board Members must remain a member in good standing.

**Section 2 - Club Management Structure:** Because Klamath Basin Flyers is a small organization, with only one aircraft, with a reasonable associated membership cap, and have no equity ownership in Club aircraft or assets, the management structure of The Club will be kept minimal and streamlined. The Officers of The Club will also serve as the Directors of The Club.

**Section 3 - Responsibilities of Directors/Officers:** The Directors/Officers will manage both the business affairs and operational affairs of The Club through the implementation of fees, collection and payments to/from Club accounts, operating rules, maintenance, safety, social, conduct of Club meetings, and other procedures as deemed necessary, by majority vote of the Directors/Officers. It will be the duty of the Board of Directors and Officers to conduct activities of The Club in an efficient and businesslike manner, and to safeguard the best interests of Club members at all times.

**Section 4 - Number of Officers:** The Club will have a minimum of three Officers; a 1) President, 2) Vice-President and 3) Chief Pilot. The Board of Directors may also elect a Secretary and /or Treasurer.

**Section 5 - Board of Directors:** Club Board of Directors will comprise of minimum of (3) three and a maximum of (5) five individuals. The Club President will serve as Chairman of the Board. The Club Vice-President will serve as Vice Chairman of the Board. The Chief Pilot will serve as Board Member-at-Large. The Board of Directors may also elect two other Club members to serve as two additional Members-at-Large, elected by a majority of the Board of Directors from The Club membership. These two additional Directors will be expected to take on management duties as assigned by The Club President, such as serving as Club Secretary or Club Treasurer or Club Social Director or Club Maintenance Officer.

**Section 6 - Officers/Directors Must Be Flying Members:** Club Officers and Directors must maintain continuous status as Flying Members of The Club. This requirement is waived in the cases of Club founding members Michael Thompson and Jacob Miller who will be allowed to hold their Officer/Director positions either until their membership is terminated or until they choose to convert to Flying Member status.

**Section 7 - Election of Officers/Directors:** Officers of The Club will be elected by a majority vote of Club Board of Directors, in accordance with the terms of Article 6 below.

**Section 8 - Resignation of Officers/Directors:** Any Officer/Director may resign at any time by giving 10-day written notice to the Board of Directors, the notice to include the effective day and time of resignation. The vacancy of any Officer/Director position because of the resignation of an Officer/Director will be filled in accordance with the terms of Article 6 below.

**Section 9 - Expansion of The Club:** If The Club increases in size or complexity, all elements of this management structure will be reviewed and reconsidered.

**Section 10 - Duties of Club Officers:**

**President:** The President provides leadership to the Board of Directors and Officers and leads The Club in the pursuit of The Club's goals and objectives. The President presides over membership meetings, and performs all other duties normally required and pertaining to the office. The President will also preside over Board of Director meetings as Chairman of the Board of Directors. In addition, the President calls meetings to order and adjourns meetings; calls for motions and manages the voting of motions; represents The Club's interests at meetings and signs official documents on behalf of The Club; delegates duties and responsibilities as necessary; appoints and disbands committees that conduct research and report back to the Board of Directors.

**Vice President:** The Vice-President: The Vice President will preside in the absence of the President. The President may assign specific duties to the Vice-President – in particular, the Vice-President may be temporarily assigned another board position, as needs arise.

**Chief Pilot/Safety Officer:** The Club Chief Pilot will serve as The Club Chief Flight Instructor and Club Safety Officer. The Chief Pilot will work to foster a culture of safe operation of Club aircraft; will review all member applications and make recommendation to the Board of Directors with regard to prospective member qualifications; will make recommendations regarding member applications for approval as Club Flight Instructors; will assure the appropriate the aircraft "Check Out" of new members; will assure recurrent aircraft "Check Outs" for existing members; will maintain records of member qualifications and currency; will lead Club efforts to encourage recurrent training of Club pilots; will encourage the open discussion of safety matters; and will maintain methods whereby members may confidentially report issues related to safety to the Safety Officer and Board of Directors.

**Secretary:** The Club Secretary maintains Club membership rosters, membership waiting list, insurance documents, aircraft and hangar lease agreements. In consultation with the President, the Secretary will publish the schedule for meetings, agendas, and will keep and publish minutes of meetings, including meeting dates, times, attendance, discussions and decisions, motions and voting, any other business. If the position of Club Secretary is not filled, the President will delegate the duties of Club Secretary to other Club officers.

**Treasurer:** The Club Treasurer manages The Club's finances and keeps accurate and up-to-date records and reports and will present financial reports at all Board of Director meetings. The Treasurer will keep accurate financial records and transactions, receive all funds, issue monthly statements to all members, disburse Club funds to meet all obligations after board approval, and notify the Board of Directors of any delinquent accounts by the fifteenth (15<sup>th</sup>) of each

month. The Treasurer also prepares – or delegates – the completion of annual tax returns and statements, and will arrange for financial audits, as necessary. If the position of Club Treasurer is not filled, the President will delegate the duties of Club Treasurer to other Club officers.

**Maintenance Officer:** The Club Maintenance Officer will be responsible for the maintenance of Club aircraft and equipment. The Maintenance Officer arranges for all maintenance tasks, scheduled and unscheduled, and keeps all maintenance records up-to-date. The Maintenance Officer creates and maintains methods of reporting maintenance issues, including methods for members to immediately ground aircraft at the sole discretion of that member. The Maintenance Officer will create and enforce return-to service standards. If the position of Club Maintenance Officer is not filled, the President will delegate the duties of Club Maintenance Officer to other Club officers. If the aircraft owner is a member of the Board, he/she may be delegated the position of Maintenance Officer.

## **ARTICLE 6: ELECTIONS AND TERMS OF OFFICE FOR OFFICERS/DIRECTORS**

**Section 1 - Officers Normally Elected by Board of Directors:** All Club Officers will be nominated and elected by a majority vote of the Board of Directors.

**Section 2 - Request for Special Elections:** At any time, a special election to replace any Club Officer/Director may be called by members of The Club, by presenting, to the Board of Directors, a petition for such special election. Such a petition will be considered valid if it is signed by a majority of Club Flying Members. Upon receipt of such a petition, The Club President will, within 30 days, publish a call for nominations, and will publish the date, time, and location for the holding of such a special election. Such special election will be held within 60 days of receipt of a valid petition to replace any Club Officer/Director. If the petition calls for the replacement of The Club President, The Club Vice-President will lead and organize all voting regarding such petition.

**Section 3 - Duration of Service:** Directors and Officers will serve at the discretion of The Club President until they either resign, are replaced by majority election of the Board of Directors, or are replaced by a Special Election called by a majority of Club Flying Members, as described in Section 2 above.

**Section 4 - Election Quorums:** The quorum for conduct of normal business of the Board of Directors will be the number of Directors present. The quorum for the Board of Directors to elect new Club Officers will be at least 2/3 of Board Members. The quorum for special elections will be the number of Club Flying Members present for the special election.

**Section 5 - Proxy Votes:** Directors/Officers/Members must be present to vote in any election, or matter requiring a vote. Proxy votes are not permitted. Absentee votes are not permitted.

**Section 6 - Tie Votes:** Tie votes will be considered invalid. If a vote is tied, the vote will be repeated. If the vote is still tied, the President will abstain from the next round of voting in order to force a majority result.

**Section 7 - Removal from Office:** An Officer/Director may be removed or replaced either by majority vote of the Board of Directors, or by majority written vote of Flying Members of The Club by way of a valid Special Election as described in Section 2 above.

## **ARTICLE 8: CLUB MEETINGS**

**Section 1 - Club Business Meetings:** Club business meetings, will be open to all Club members, and will be held the third month of each quarter. The business meetings will be held in conjunction with Club general meetings in the months of March, June, September, and December of each year, and will be called and scheduled by the Board of Directors, with at least 7 days notice given to all members of the date, time and place of the meeting.

**Section 2 - Board of Director Meetings:** Meetings of The Club Board of Directors will be held at least quarterly. Additional meetings of The Club Board of Directors call be called at any time by the Chairman or Vice-Chairman of the Board of Directors.

**Section 3 - Club Social Meetings:** In order to foster Club cohesion, to encourage Club participation and “fellowship”, and to provide a platform for recurrent pilot training, The Club Officers will strive to hold monthly Club “Social Meetings.”

**Section 3 - Meeting Rules of Order:** Quarterly Club business meetings will conform to the following rules of order.

Call to order

Roll call

Reading, corrections, and approval of minutes from the previous meeting

Officers’ reports

Payment of bills

Committee reports, as applicable

Unfinished previous business

New business

Adjournment

**Section 4 - Business Meeting Minutes:** The Secretary, or other person designated by the President, will keep detailed minutes of business meetings, including motions and voting. Such meeting notes will be provided to any Club Flying Member, upon written request, within ten days of receipt of such request.

## **ARTICLE 9: COMMITTEES**

**Section 1 - Standing Committees:** The Club has no standing committees. The Board of Directors may create new standing committees upon a majority vote of the Board of Directors as the need may arise.

**Section 2 - Ad Hoc, Temporary, or Special Committees:** The Club President may create and appoint Ad Hoc, Special, or temporary committees at any time as the President deems to be in the best interests of Club members. The Club President will have authority to staff such committees from the list of flying members of The Club.

## **ARTICLE 10: FINANCE, DUES, ASSESSMENTS**

**Section 1 - Initiation Fee:** The Club membership Initiaion Fee will be set and reviewed annually, by the Board of Directors, and specified in **Addendum B** of these Bylaws.

**Section 2 - Monthly Club Dues and Aircraft Rental Rates:** The Club membership monthly dues, and aircraft rental costs will be set by the Board of Directors in careful consideration of the long term best interests of all members, and specified in **Addendum B** of these Bylaws. The monthly dues will cover all fixed costs involved in operating The Club, and the aircraft rental hourly rate will be carefully chosen to cover operational costs of The Club aircraft, and to accumulate a reasonable reserve for aircraft maintenance. Dues and hourly rates will be reviewed and adjusted by the Board of Directors, at least annually.

**Section 3 - Member Billing:** Members will be billed on the first day of each month for monthly dues . Rental charges will be billed following each rental completion. Balances are due upon receipt of bill. Members will be deemed to be not in good standing if a balance remains unpaid on the first day of the following month. As described above, aircraft scheduling and rental privileges will be withdrawn until that time that the outstanding balance has been paid. Monthly member dues will be assessed on each member, regardless of whether that member has flown, or not, during that month.

**Section 4 - Responsibility for Cost of Damage to Club Property:** If the Board of Directors determine that a member is responsible for damage, through negligence or accident, that member will be assessed for 100% of cost that are not covered by insurance, or for any insurance deductible for such damages. It is strongly encouraged that flying members maintain separate aircraft rental insurance to protect themselves and the aircraft.

**Section 5 - Social Members:** Club Social Members will be charged monthly membership dues as specified in **Addendum B**.

**Section 6 – Fees/dues Increases:** The Board of Directors is authorized, upon majority vote of a quorum of Directors, raise membership fees and/or aircraft hourly rental rates with 30 days' notice to members, as deemed to be in the best interests of Club members, based on changes in the costs of operating The Club and aircraft. The Board of Directors may also revise the member dues and rental fee structure to distinguish between fixed costs of operating The Club, and variable costs of flying. The Board may also introduce a fuel surcharge if that is deemed to be in the best interests of The Club .

**Section 7 - Special Assessments:** Any special assessments to cover the cost of discretionary aircraft upgrades may be made only after approval by a majority of Club flying members.

**Section 8 - Member Fee Obligations in the Event of Aircraft Unavailability:** In the event that Club aircraft is unavailable to members because of damage, or extensive maintenance, members are expected to maintain their account in “good standing”. However, for any month in which the aircraft is unavailable for more than half of the days of a month, that portion of the member’s monthly membership fee that may normally be applied to aircraft rental (hereafter called the ‘flying cost accrual’) in the current month may be carried over to the following month by request of the Member. This carry-over provision will continue until the aircraft is returned to service. The Member may have the same number of months to use the accumulated ‘flying cost accrual’ as the number of months the aircraft was out of service. For example, if the aircraft is out of service for three months, each member may be allowed to carry over their monthly ‘flying cost accrual’ for those three months that the aircraft was out of service, and will have three months to use up that ‘flying cost accrual’. Any unused ‘flying cost accrual’ will then be canceled at the end of those months. Any member who does not maintain their membership in good standing during the aircraft downtime will forfeit the benefits of this section. Carryover is not automatic and must be requested when scheduling.

**Section 9 - Treasurer’s Annual Report to Members:** The Club Treasurer, or other member designated by The Club President, will provide an annual report of Club finances to all flying members by January 31 of each year, for the prior calendar year. This report will include at least the following.

1. The number of flying members and social members each at the end of the year.
2. Average number of hours flown monthly in each aircraft.
3. Average monthly hangar cost
4. Number of aircraft maintenance inspections and the cost of each.
5. Total cost of non-scheduled aircraft repairs
6. Average fuel cost, per gallon, for the year
7. Average fuel cost, per hour flown, for the year
8. Club bank account balances at the end of the prior year

## **ARTICLE 11: SCHEDULING, RESERVATIONS, USE OF CLUB EQUIPMENT**

**Section 1 - Operating Rules:** Information about using Club aircraft and equipment is provided in **Addendum C** of these Bylaws – “KLAMATH BASIN FLYERS Operational Rules”.

**Section 2 - Good Standing Requirement:** Only flying members in good standing, as defined in Article 4, of these Bylaws are allowed to reserve Club aircraft.

**Section 3 - On-Line Scheduling of Aircraft:** Members will use the on-line scheduling tool provided by The Club. All reservations should be made in advance as much as possible. The scheduling system will be used to reserve, check-out and check-in Club aircraft, as detailed in **Addendum C**.

**Section 4 - General Care:** Members are expected to treat Club equipment as their own, with all possible care. Equipment and aircraft should be returned cleaner than when you checked it out.

**Section 5 - Flight Instruction:** The Club does not provide flight instruction. The Club will maintain a list of approved flight instructors. A member may only choose an instructor from that list for aircraft check-outs, flight reviews, or other individual training needs. The member will directly compensate the instructor. Flight instructors must be approved by The Clubs chief pilot. For any flight instruction in Club aircraft, both the instructor and pilot receiving instruction must be flying members in good standing.

**Section 6 - Aircraft In-Flight Checkout Required:** A member may not rent Club aircraft, or reserve aircraft In the rental reservation system until satisfactorily checked out by an approved instructor, and approved by the Chief Pilot.

**Section 7 - Club Aircraft are Leased:** As a non-equity flying Club, The Club will lease aircraft for its members' use. The terms and conditions of the lease, including payments, insurance, and maintenance requirements and responsibilities will be detailed in a separate Lease Agreement, between The Club and aircraft owner, for each aircraft so leased.

## **ARTICLE 12: LIABILITY AND INSURANCE**

**Section 1 - Insurance Coverage:** Aircraft hull, medical, and liability insurance will be carried by The Club for each aircraft at all times. The Treasurer will research policy options and rates each year. Final selection will be by majority vote of the Board of Directors.

Club insurance is carried to:

- A. A: Protect the aircraft owners in case of aircraft loss or damage
- B. Provide liability insurance to cover The Club in the case of third-party claims. Liability cover may extend to members, according to the insurance policy. The Club encourages all members to review their personal situations and to consider purchasing additional insurance.
- C. Flying Members are personally responsible for the deductible of the insurance for any damages caused under their rental time. Current Deductible is \$1000.00.
- D. Members are strongly encouraged to carry aircraft renters insurance.
- E. Club members are required to read, understand, agree to, and sign the **"Equipment Use, Release, Assumption of Risk and Waiver of Liability AGREEMENT"** at the time of application for Club membership.

**Section 2 - Directors and Officers Insurance:** The Club may choose to carry Directors and Officers (D&O) insurance on behalf of Directors and Officers, for any liability asserted against and incurred by a Director or Officers arising out of that Directors or Officers position.

## ARTICLE 13: REVISIONS TO CLUB BYLAWS, ADDENDA, OR OPERATING PROCEDURES

**Section 1 - Revision by the Board of Directors:** These Club Bylaws, Addenda, and Club Operating Procedures may be revised at any time by a majority vote of a quorum of the Board of Directors.

**Section 2 - Revision by the Flying Members:** Club Bylaws, Addenda, and Operating Procedures may be revised by a majority vote of a quorum of the eligible Flying Club members at any Club Business Meeting. Any motion for such a vote by Club membership must be submitted in writing at least 30 days prior to The Club Business meeting, with the signature of the member making the motion, the signature of a seconding member, and written supporting justification for the proposed revision. The motion and supporting justification will be emailed to all Club flying members no less than 10 days prior to the meeting. Prior to holding such vote, sufficient meeting time will be allowed for supporting and counter arguments. If moved, seconded, and approved by a vote of the majority of members present, such vote will be taken by secret ballot, with votes tallied by a three-person voting committee comprised of one Club Director, and (2) two Flying Members. The voting committee will be chosen, immediately prior to voting, by voice vote (or show of hands) of majority of members present. All such changes that are approved in this manner will be so annotated in the Bylaws or Addenda, and may only be further revised by subsequent majority vote of a quorum of flying members of The Club, or until such a majority of flying members votes to return revision authority to the Board of Directors.

## ARTICLE 14: DISSOLUTION OF CLUB

Klamath Basin Flyers flying club may only be dissolved by a majority vote of a quorum of the Board of Directors. The Club Board of Directors will be designated as trustees of Club assets, will liquidate the assets of The Club and pay all outstanding obligations in proportion to the final available capital. Any surplus will be distributed according to the laws of the State of OREGON, and in accordance with the tax status of The Club. A final report on disposition of Club assets will be mailed to those Club members that were eligible voting members on the day of the resolution to dissolve The Club.

Revised, adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

President \_\_\_\_\_

Vice-President: \_\_\_\_\_

Secretary/Treasurer: \_\_\_\_\_

Chief Instructor: \_\_\_\_\_

Social Director: \_\_\_\_\_