

# CLUB RULES – MIDDLE TENNESSEE FLYING CLUB

## ARTICLE I – THE CLUB

1. Middle Tennessee Flying Club, LLC (the “Club”), is a limited liability company organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. All members of the Club shall comply with all Federal Aviation Regulations, state, airport, and Club rules while operating Club aircraft. The members do not own any membership interest or other property rights in the Club. The Club is owned by William Russell, David Akel, and Jake Wolaver (the “Owners”).

## ARTICLE II – CLUB MEMBERSHIP

1. Membership in the Club is contingent upon approval of the application for membership by the Owners and such membership may be revoked by the Owners at any time and for any reason.

2. The applicable initiation fee, security deposit, and current dues must be paid in full before a membership application can be approved.

3. When any member is in default in the payment of dues for one (1) month, membership may be terminated by the Owners.

4. A member is eligible to fly Club aircraft only if the membership is valid in all respects.

## ARTICLE III – FLIGHT RULES

The Operational Rules of the Club published by the Club and amended from time to time are attached hereto as Exhibit “A” and are incorporated herein by reference.

## ARTICLE IV – AIRCRAFT CARE AND MAINTENANCE

1. Upon completion of a flight, the pilot must tidy up the aircraft. Waste paper and extra charts (a sectional chart for the local area should be kept in the aircraft) will be removed, seat belts will be straightened, etc.

2. Refueling of the aircraft should be completed at the end of a flight unless other arrangements have been made.

3. No member may perform any maintenance on Club aircraft, other than preflight inspection, without authorization from the Owners.

## ARTICLE V – SCHEDULING

1. Weekend and holiday\* reservations: Only one (1) pending reservation that includes a weekend day or holiday is permitted at any given time. A second reservation that includes a weekend day or holiday may be entered only after the first weekend day or holiday reservation has been flown off or cancelled. A single reservation means any reservation of any length of time. \*Holidays include New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and the following Friday, and Christmas Day.

2. Weekday reservations: Only three (3) reservations that include a weekday are permitted at any given time. A fourth reservation that includes a weekday may be entered only after a prior weekday reservation has been flown off or cancelled. A single reservation means any reservation of any length of time.

3. General rules:

- a. No flight shall be permitted unless the flight time has been reserved online at [www.flightcircle.com](http://www.flightcircle.com) in advance of the time of the flight.
- b. Same day exception: If an aircraft is available for the current day, a member may schedule it for that day only without jeopardizing any future schedules.
- c. Owners' exemption: The owners of an aircraft have made a significant investment in the plane and the club. Therefore, they are exempt from the reservation policy. They have shown a willingness to be flexible on a repeating schedule, and are open to requests for a change in their schedule.
- d. Use of stand-by schedule: All members are encouraged to submit standby reservations. In the case of a cancelled flight, they will be notified of the aircraft's availability.
- e. Multi-day trips are subject to a three-hour per day minimum.
- f. Multi-day "local" trips with limited hours planned are discouraged.
- j. Reserving a plane for multiple days in order to ensure "as-needed" availability will not be permitted.

4. Violation of reservation policy a. Any reservation violating this policy may be immediately stricken by the Owners.

#### ARTICLE VI – INSURANCE

All Club aircraft are included in a policy that includes liability protection for the Club Individual pilots/club members are not protected for their own injuries, liability and/or property losses. Club Members are encouraged to obtain renters insurance. If a Club aircraft is involved in an accident or incident, the pilot-in-command of that aircraft shall be responsible for all damages, including the costs associated with returning the aircraft to the Club. It is the member's responsibility to disclose any accident or incident resulting in damage to aircraft while acting as pilot-in-command.

#### ARTICLE VII - APPLICATION & TERMINATION

1. Applicants for membership will be charged an application fee and last months dues, an additional security deposit may be required. The Owners set the amount of the application fee and security deposit. The application fee may be waived at the discretion of the Owners.
2. Members wishing to terminate their membership in the Club must send written notification to the Accounting Department on or before the last day of the month in which they wish to terminate. Once the member's last month's dues and security deposit have been credited towards the final balance, any amount owed will continue to accrue interest and late penalties until the balance has been paid in full. Any refund due upon termination will be credited to the members' credit card, or a check will be mailed.

#### ARTICLE VIII – BILLING AND PAYMENTS

1. Members shall maintain a valid credit card on file at [www.flightcircle.com](http://www.flightcircle.com) at all times, and Members specifically authorize the Club and its Owners to charge said credit card for all recurring membership fees, rental charges, damages, assessments, and any other sums permitted by the Club rules.
2. Membership dues will be invoiced and collected on or around the first day of each calendar month. Rental charges will be invoiced and collected periodically each month. A written summary of rental charges will be emailed to the Club Member.
3. Declination of any charges by the credit card issuer shall be grounds for termination of membership, and the Club shall be entitled to all recover all costs of collection of any unpaid dues, rental charges and/or assessments, including attorneys' fees.

## EXHIBIT "A"

# OPERATIONAL RULES – MIDDLE TENNESSEE FLYING CLUB

### **General:**

1. Aircraft provided by the Club are for the exclusive use of its members and their passengers. Members are required to conduct themselves in a manner that is a credit to the Club.
2. Only Club Members, FAA designated examiners, those instructors approved by the Owners, and individuals flying "dual" with approved instructors, are authorized to pilot Club aircraft.
3. A member may use Club aircraft for personal transportation, for training of the member, or the member's pleasure. Club aircraft may not be used for commercial operation as defined by Federal Aviation Regulations. The club objective is to maintain an average ratio of 15 members per aircraft. A member who utilizes club aircraft to the extent that they are impeding other member's ability to utilize the aircraft may have a maximum flight time limit imposed at the discretion of the Owners.
4. Certificated Flight Instructors approved by the Club are the only individuals who are authorized to give flight instruction in Club aircraft. Instructors are independent contractors and are not provided by the Club.
5. Members may pilot only the Club aircraft for which they have received instruction from an Instructor approved by the Club. Keys to the various aircraft are to be obtained from the Airport Manager.
6. Club aircraft may be flown solo only by Members. Members are reminded that insurance coverage is not available if Club aircraft are flown without an up to date flight review and medical.
7. Smoking is not permitted in Club aircraft.
8. Members should obtain an Aircraft Flight Manual/Pilot Operating Handbook for each Club aircraft flown. Flight Manuals and POH's may be downloaded from the Club's website.
9. Club aircraft shall be returned to hangar at KMRC each night. No overnight trips shall be conducted unless approved in advance by the Owners. If such trips are approved, arrangements must be made to have the aircraft hangered at the destination, or the aircraft canopy/cover must be installed and the aircraft adequately secured/tied-down.

### **Reservation of Club Aircraft:**

1. No member may fly a Club aircraft without scheduling time for the flight.
2. Aircraft may be scheduled at [www.flightcircle.com](http://www.flightcircle.com). Login information will be provided for each member by the Owners.
3. Reserve only the time in which you will be using the aircraft.

4. Reservation times are valid for 30 minutes after the time of initial reservation. After the 30 minute period, the reservation lapses and the reservation is forfeited.
5. If the aircraft cannot be returned at the time stated in the schedule, update the schedule. Notify any other members affected by the change.
6. If a member is unable to keep a reservation or arrives back early from a flight, the schedule should be updated so as to allow the aircraft to be used by other members.

**Reporting Time and Expenses:**

1. All flight time will be reported from the Hobbs meter in each aircraft based on each 1/10th of an hour that the aircraft is operated with the engine running. If at least half of the next 1/10th digit is displayed, that number is to be used as the ending time. Discrepancies should be noted in the flight log kept in each aircraft. If the Hobbs meter is inoperative, tachometer time may be used to report time of total operation. The use of tachometer time to report time of operation may be adjusted for billing purposes based on historic ratios between Hobbs and tachometer.
2. PRINT your name neatly and fill out the flight log form completely. Members who fail to document their flying time or do so in an illegible manner will be assessed a \$10 administrative fee.
3. Any repair services purchased must have approval of the Owners prior to having the service performed. Any maintenance performed outside of these guidelines could become the financial responsibility of the member who authorized the work.
4. All maintenance squawks should be reported in the log kept in the aircraft, followed by notification of the Owners by email. If the aircraft is unfit for flight contact the Owners by email immediately, and alert any members who had the aircraft reserved within the next 24 hours.
5. Check and follow the procedures for shutdown and securing the aircraft at the completion of all flights.

Monthly Dues 1. Active members: \$60.00

Hourly Rates (dry) - Cessna 182P: \$120.00 (members); \$150.00 (non-members receiving dual instruction)

**Requirements to act as PIC in Club aircraft:**

1. Private, Commercial, or ATP Pilot certificate.
2. Minimum of 5 hours total time in aircraft, or minimum of 5 hours in type (Cessna 182).
3. Minimum of 1 hour of instruction by a club approved CFI, including 3 takeoffs and landings (may be part of 5 hour requirement in item #2).
4. Logbook endorsement by a club-approved CFI.
5. Primary instruction prohibited unless approved by the Owners.
6. The Owners may waive any of these requirements that are not mandated by insurance on a case-by-case basis.