

# Northern Maine Flying Club

## Membership and Operating Rules

### Article I

#### Club Purpose Statement

To own, lease, operate and manage one or more aircraft to promote the following; mission aviation interests and exposure for youth involved in local Christian church programs, improve and develop local pilot flight safety and proficiency through regular meetings, training opportunities and use by the members of this Club, and provide compassion flights for local residents in need of non-emergency flights travel distant health care providers, serving them in the name of Christ.

#### Club Rules

The purpose of the operating rules of Northern Maine Flying Club is to protect the interests of the members and the club, and to provide safe and economical flying. The club recognizes that rules cannot be written to cover all possible situations and that there are exceptions to every rule caused by unique circumstances. Thus, each member is expected to use good judgment in application of the rules.

The club carries liability insurance and hull insurance on the aircraft, but the best form of insurance against injury or loss is flight proficiency, knowledge, and a careful and conscientious pilot.

It is not the policy of the club to penalize its members for unintentional infractions of the rules. However, in order to protect the interests of its members, the club will not tolerate negligence, violations of its regulations, willful abuse of its equipment, or gross errors in judgment. The club will not hesitate to suspend or expel a member in order to protect the interests of the majority.

#### Operation of Club Aircraft

- a. It is a requirement that all operations be conducted in strict accordance with Federal Aviation Regulations (FARs), State and Local laws, and Club rules and regulations. It is the responsibility of each member to be familiar with the rules and regulations. This document is intended to further define operations to benefit the Club.
- b. A complete line check or pre-flight inspection will be made prior to each flight. Any defect found during the line check, pre-flight inspection, or operation of the aircraft which represents a hazardous condition shall cause the member to place a grounded tag on the pilot's yoke.

- c. Direct contact should be made with the maintenance officer or safety officer to explain the full extent of the grounding condition and any pertinent information important to the aircraft gripe.
- d. No member shall use the aircraft until it has been released from such grounding by a certified mechanic.
- e. The aircraft engine shall be preheated when the outside air temperature is below 20°F. Preheating time shall depend on the outside air temperature but should be long enough to permit the engine oil to warm up.
- f. No person except a member, an approved flight instructor (CFI) giving dual instruction to a member, or a qualified pilot designated by an officer of the Club to make test flights shall act as pilot in command of Club aircraft. However, a non-member may be utilized as a safety pilot or observer as required by FARs for logging instrument experience or currency.
- g. All non-member flight instructors giving dual in Club aircraft must be approved by the Board of Directors. It is the responsibility of the member to verify that the instructor is on the approved list.
- h. Flight instructors holding Club membership may not use the Club aircraft to instruct any person who is not an active flying or social member of the Club.
- i. A pilot in command of Club aircraft must occupy the left seat and be the sole manipulator of the controls, unless that person is a club CFI or a commercial pilot who has demonstrated proficiency in the right seat.
- j. No member shall use any Club aircraft for hire. Sharing expenses is allowed.

## Currency requirements

Each club member, except those holding an ATP certificate, is required to have had at least a check ride with a club approved CFI within the 12 months preceding the piloting of Club aircraft and have had this entered in his logbook and signed by that CFI. This requirement is also satisfied by the Flight Review required by FAR 61.56 within a 12-month period or any other pilot proficiency check that also satisfies the Flight Review requirement. Other flying proficiency programs as sometimes sponsored by the FAA may also, at the Board's discretion, satisfy this requirement. The Board may be requested to adjust the timing of this requirement to accommodate special cases. Flight Reviews in club aircraft must be conducted by a Club Certificated Flight Instructor (CFI) or board-approved CFI, if not a club member.

## Flight Currency, Club Equipment

a. A member must have made three takeoffs and landings as pilot in command within the preceding 90 days in any single engine land airplane to maintain day currency in Club aircraft. If these requirements are allowed to lapse, the member may become current by making three takeoffs and landings without carrying passengers within the next 90 days. But if a member has not made three takeoffs and landings within the preceding 180 days, then a checkout with a Club approved CFI is needed to re-establish currency. This checkout also satisfies the Club's annual currency requirement, listed above.

b. Provided that day currency of (b) above has been maintained, the night experience required by FARs may be re-established through solo flight during the three months following last night currency. After that period, night flight is restricted to dual instruction until night currency is re-established.

c. Members must notify the President of any change in medical, annual, or Flight Review currency dates.

d. It is the responsibility of each member to be familiar with the operating manuals of the club aircraft and to operate the aircraft in compliance with this manual. A manual for club aircraft will be made available to each member upon request. The expense of the manuals will be borne by the member.

e. For the safety of both pilot and passengers, the club strongly encourages the filing of flight plans for all cross-country flights. In addition, the use of air traffic control advisories is highly encouraged in areas where such coverage is available.

f. Any member who, while operating club aircraft, causes damage to the aircraft, person, or property of another person shall, as soon as possible, notify an officer of the Club and comply with the appropriate and applicable FARs. The Board may direct that such member submits such additional information as it may deem necessary to properly investigate the incident.

g. If the Board of Directors determine that a member is personally responsible for damage through negligence, that member shall be assessed for 100% of the insurance deductible for damages so incurred. This may include forfeiture of the partial membership share paid by the member if the member is unwilling or unable to pay the deductible. See article 7 of the aircraft lease.

h. Upon completion of each flight the fuel tanks must be filled. After every flight the interior and windscreen must be cleaned, and the aircraft parked in the hangar, positioned against the nose wheel chock, the control lock, pitot cover, and cowling air intake covers in place. If the next scheduled member is present, the aircraft may be turned over to him on the flight line, or hangar, in the condition it was returned, as agreed upon by both members. However, the ultimate responsibility lies with the last member to use the aircraft.

## ARTICLE II

### MEMBERSHIP

2.1 Membership. New members may be admitted to the Club after all steps have been completed, including submitting the new member checklist and all associated documents, as

well as payment of the initiation fees, partial membership share, and monthly dues having been received by the treasurer along with a unanimous vote among the Board of Directors.

- (a) There shall be flying privilege members and non-flying members. There will be a separate roster for “flying members” and “non-flying members”, maintained by the club officers.
- (b) 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.
- (c) Membership in the Northern Maine Flying Club is contingent upon the approval of the application for membership by the Board of Directors and such membership may be revoked by the Board of Directors.
- (d) The applicable initiation fee, partial membership share and current dues must be paid in full before a membership application can be approved.  
Upon unanimous approval by a vote of the Board, the Club shall issue to each member a copy of the By-Laws, Operational Rules and Policies as set forth by the Board which all members will be expected to follow. The club By-Laws, Operational Rules and Policies may be available on the club website. A prospective member who is not approved for membership shall receive a refund of all fees, deposits and dues collected within 30 days of the Board’s decision.
- (e) The By-Laws and Operational Rules and Policies may change at the discretion of the Board.
- (f) The member and club will have a 90 day probationary period within which the Board may vote to terminate the new membership or the new member may opt to leave the club, with a refund of initiation fee, minus any unpaid usage costs and a full refund of the membership share.
- (g) The new flying member will be eligible for flight privileges once copies of the applicants pilot certificate, medical and government ID have been received by the secretary and an airplane check out has been completed with a certified club instructor.
- (h) When any member is in default in the payment of dues and any outstanding balance for more than 90 days membership may be terminated by the Board of Directors. In such cases, the member is not entitled to any reimbursement of fees, partial membership share or other payments and shall relinquish all ownership and membership rights to the club and its assets.
- (i) All members must be a person of good character and integrity who intend to further the club’s interests and overall purpose statement.
- (j) Each member must be responsible and financially able to meet the obligations of the club and be insurable by the club’s insurance carrier.
- (k) Potential non-flying members may be eligible for membership after paying the yearly dues and being admitted by a unanimous vote among the Board of Directors.
- (l) As a non-flying member you may participate in all club activities, while supporting the clubs mission of promoting aviation, especially with our youth activities and community outreach programs.

- (m) All members shall conduct themselves in a proper and fitting manner; to attend regularly scheduled and special club meetings; to participate in club sponsored projects; to uphold the dignity of the club at meetings and on the flying field; to be alert and mindful of the club's interest; to exercise caution and safety in flying; and to observe all Federal, state, local and club rules and regulations.
- (n) Aircraft checkouts will be in accordance with the NMFC insurance requirements and NMFC rules and conducted by a NMFC-approved flight instructor.

2.2 Membership is obtained by one of the following methods:

- a. If the Club has not reached its membership cap, memberships may be purchased from the Club, in the amount specified in the "members contributions" section 3.1 of Article III, below.
- b. Once the membership cap is reached, new members shall only be accommodated once an existing member leaves the Club.

2.3 The Club shall maintain a waiting list, that shall comprise an ordered list of vetted and pre-approved prospective members. To be placed on the waiting list, a prospective member shall follow the Club Membership Application process and shall be interviewed and approved by the Board of Directors.

2.4 Rights of members. Each member shall be eligible to vote for the Board of Directors at the annual meeting of members.

2.5 Resignation and termination. Any member may resign by filing a written resignation with the secretary. Resignation shall not relieve a member of unpaid dues, or other charges previously accrued. A person shall cease to be a Member of the Corporation upon the occurrence of death, adjudication of incompetence, bankruptcy or insolvency, dissolution or voluntary or involuntary resignation from the Corporation. A member may be expelled by a majority vote of the Board. Ten (10) days advance notice shall be given to each such member who shall have the right to be heard either in person or by counsel at the next meeting of the Board.

2.6 The Club shall not disclose members' personal information to other parties, unless required by law, in the due course of business (e.g. obtaining insurance), or in interests of safety.

2.7 No Club member, Board Member or Officer shall receive any salary, compensation or payments for their services relating to any role, position or service.

2.8 Each member operating a club aircraft, or responsible for its operation, shall comply with Northern Maine Flying Club Membership and Operating Rules.

2.9 Each member shall observe all federal, state, local and airport rules and regulations.

3.0 Each member shall not divulge Club information and membership rosters to external parties, without permission from the Club President.

3.1 Each member of the Club shall adhere to the bylaws and operating rules and policies of the Club.

## ARTICLE III

### Contributions

3.1 Members' Contributions.

a. Initiation Fees. A person seeking membership as a flying member will be considered for membership upon payment of the initiation fee of One Thousand (\$1,000.00) Dollars.

b. Partial Membership Share. A flying privilege membership share will be One Thousand (\$1,000.00) Dollars. This is non-refundable until 12 months have elapsed from the date of joining the club. After 12 months a request may be given to the secretary for resignation and refund, and then the refund will be given within 90 days of request. The member must be in good payment standing for all club dues and fees, any outstanding balance will be withheld from the "Membership share" at the time of refund.

c. Dues. Each flying privilege member shall be assessed monthly dues in the amount of One Hundred (\$100.00) Dollars, said dues to be payable one (1) month in advance, due by the 1st day of each month. The monthly dues may be changed from time to time at the discretion of the board of directors. Flying member dues shall be assessed to each flying member, regardless of whether that member has flown, or not, during that month.

d. Each non-flying member shall be assessed dues in the amount of One Hundred (\$100.00) per year.

e. Hourly Aircraft Rate. The hourly aircraft rate shall be One Hundred Twenty (\$120.00) Dollars per/hr based on the Tachometer reading. The hourly aircraft rate may be changed from time to time at the discretion of the board of directors. Each flying member shall be billed at the end of each month for dues and immediately for aircraft rental. Balances are due upon receipt and shall be considered delinquent after the 10<sup>th</sup> of the month. Members shall be deemed to be not in good standing if a balance remains unpaid by the end of the month, and flying privileges shall be withdrawn until that time that the balance has been paid off.

e. Delinquency. Any member who has failed to pay the dues or any other sum due the Club within thirty (30) days after said sums shall be due, shall be considered a delinquent member and shall be automatically suspended from flying the Club aircraft and engaging in any other Club activity. Any member who fails to pay any sum owed to the Club at the discretion of the Board of Directors to make suitable arrangements with the Club for payment thereof within

sixty (60) days of the due date, the member shall automatically be considered as indicating an intention to withdraw from the Club.

f. Surplus. The net savings or surplus remaining after all operating costs and other expenses have been paid shall remain in the Clubs treasury for the purchase of new equipment, for engine overhaul, for contingencies or for the purpose of reducing the hourly rates for flying as shall be determined by the Board of Directors. The Board retains the right, at their discretion, to direct all available funds in a way in which they deem to be in the best interest of the club.

3.2 Loans by or to Members. The Corporation shall not make loans to, or borrow from, any member without the consent of the Board of Directors.

## ARTICLE IV

### Scheduling, Reservations and Instructors

4.1 Only members in good standing (up to date on all Club payments and dues) shall reserve Club aircraft.

4.2 Members shall use the online scheduling tool provided by the Club. All reservations should be made in advance as much as possible. The scheduling system shall be used to reserve, check-out and check-in Club aircraft.

4.3 Members are expected to treat Club equipment with care and respect, leaving the equipment in the best condition possible.

4.4 The Club does not provide flight instruction. The Club shall, however, maintain a list approved flight instructors. A member shall choose an instructor from the list for: flight training, check-outs, flight reviews and other individual training needs.

4.5 A member shall not be entered into the scheduling system until satisfactorily checked-out by an approved instructor and approved by the Safety Officer.

4.6 As a non-equity flying club, the Club shall lease aircraft for its members' use. The terms and condition of the lease, including payments, insurance, and maintenance requirements and responsibilities shall be detailed in a separate Lease Agreement, between the Club and aircraft owner, for each aircraft.

## ARTICLE V

5.1 Adequate aircraft insurance shall be carried at all times. The Club shall carry liability and hull insurance for each club aircraft. The Board shall research policy options and rates each year. Final selection shall be by majority vote of the Board of Directors.

5.2 The Club strongly encourages all members to review their personal situations and to consider purchasing additional “non-owned” insurance, as appropriate.