

Columbia Flying Club
MEMBERSHIP AGREEMENT
Form 001 Rev 1.1 4/2022

Mission Statement

The objective of Columbia Flying Club is to provide excellent aircraft at a minimum cost consistent with quality maintenance for its Members.

The club is, in essence, a flight school, in that members do not have equity ownership in aircraft (Unless a member leases an aircraft to the Columbia Flying Club.) All Columbia Flying Club Members are non equity owners in one particular aircraft. Columbia Flying Club maintains its aircraft to the highest standards to comply with the applicable FAA regulations.

Membership

Membership

Columbia Flying Club requires all Members to maintain a current account with no outstanding balance to remain a member of the club and to operate the aircraft. The Member agrees to adhere to all Columbia Flying Club Bylaws outlined in this agreement. The Member must abide by all club procedures as provided by the Flying Club Chief Pilot and maintain an up to date personal profile on file with the Flying Club Manager. Columbia Flying Club reserves the right to refuse membership to anyone.

Operations

Legal Requirements

Members are responsible for ensuring that they are legal to fly (i.e. current medical certificate, biennial flight review conducted by a club approved instructor, if carrying passengers, relevant FAA regulations concerning takeoffs and landings and, if IFR, relevant FAA regulations concerning currency). It should be noted that violation of these or any other FAA regulations may invalidate the insurance, leaving the member responsible for aircraft damage as well as any liability claims.

Initial Club Check Outs

An initial check flight will be required of all new members. If an Associate Member will be flying at night an initial night check flight shall also be required. This may be given by any club approved instructor or Owner Member as directed by the Flying Club Manager and exemptions may be offered by the Flying Club Manager on a case by case basis.

Aircraft Operations

The pilot of any Columbia Flying Club aircraft must be a member in good standing. If the pilot is receiving flight instruction, the flight instructor must be a Columbia Flying Club approved instructor and the member must be in good standing as determined by the Flying Club Chief Pilot. Use of an aircraft for any reason by non-members or those not in good standing is strictly prohibited. Instruction by a non-authorized instructor is strictly prohibited.

Flight Instructor Requirements

Pilots holding a current instructor certificate and appropriate ratings may instruct at Columbia Flying Club unless otherwise authorized by the Flying Club Chief Pilot. Minimum hours in Category, Class and Type are considered and determination of eligibility is made by the Chief Pilot.

Student Pilots

Every flight made by a student pilot must be under the supervision of an approved club instructor.

Fuel Reserves

Every flight in a club aircraft MUST meet the FAA minimum fuel requirements as delineated in part 61 & 91 of the FAA regulations. Failure to have sufficient fuel on board to meet the FAA regulations is considered gross negligent aircraft operation.

Pre-Flight Operation

Prior to every flight the Member shall accomplish a thorough preflight check for airworthiness.

Hand Propping

Members will not start the aircraft by hand propping unless with prior hand propping instruction and approved by the Chief Pilot. Hand propping an aircraft due to inability to start the aircraft while “away from home base” and at an airport without open maintenance facilities, can the Chief Pilot approve a Member without previous training to hand prop an airplane, and after having received verbal instruction. All hand propping is first on a case by case basis with approval by the Chief Pilot.

Maintenance

Members shall not perform “preventative maintenance” on Columbia Flying Club airplanes except as specifically approved by the Flying Club Chief Pilot. Any maintenance discrepancies can be discussed with the Maintenance Manager. (Members wanting to assist in aircraft maintenance may contact the Maintenance facility that performs scheduled maintenance on that aircraft. (See Aircraft Owner Roster).

Postflight Operation

After every flight the Member shall log all hours in the accompanying flight logbook of the aircraft. The Member will return the aircraft to the Columbia Airport designated tie down parking spot and secure the aircraft appropriately. This includes tie down chains, tie down straps, various cowling plugs and pitot tube covers. Any mechanical or maintenance discrepancies must be recorded and logged into the discrepancy sheet. It is up to the Member to find damage on the aircraft. Items like flat spotted tires or dents from a bird strike can be charged against a member if not reported after the flight.

Unimproved Airport Operations

Operations from unimproved runways are allowed but only with first having received adequate instruction and approved by the Chief Pilot. Off airport operations (e.g. roads, fields, etc.) are allowed within reason and with first having discussed with the Chief Pilot and having received appropriate training.

Insurance Requirements

Current insurance requirements are published separately (Form 006) and will be provided by the Flying Club Chief Pilot upon acceptance of membership as a Member. As these requirements change due to policy and carrier changes, it is the responsibility of each member to ensure personal compliance with the insurance requirements for any particular aircraft. If the member does not satisfy the insurance requirements, the insurance may be invalid and the member is therefore uninsured and personally responsible for all property damage and liability claims.

Restricted Use of Plane

No person other than a Member in good standing, and covered by the Members insurance policy shall be permitted to be pilot in command of the airplane either dual or solo, except in the case of a Columbia Flying Club approved instructor.

Restricted Airports

There are no restricted airports. Airports that incur a landing fee or a parking / ramp fee are the responsibility of the pilot. However, many Columbia Flying Club aircraft do not possess the appropriate equipment to enter certain airspace. It is up to the pilot to make sure their aircraft is appropriately equipped for flight into various airspace.

Use of Intoxicants

No Member shall receive instructions or act as pilot-in-command in the Corporation's airplane while under the influence of, or using intoxicating liquor, beer, wine, cocaine, marijuana or other habit-forming drugs during such desired flight. Any Member violating the provisions of this Section shall be subject to dismissal from the Columbia Flying Club and forfeit any dues or payments made.

Aircraft Cleanliness, Smoking, Animals and Trash

There is no smoking allowed in any Columbia Flying Club aircraft. There are no animals allowed (dogs, cats, etc.) in any Columbia Flying Club aircraft with exception as permitted by the Chief Pilot. The Columbia Flying Club aircraft is to be used and returned in a clean condition. A cleaning fee of \$100-\$500 may be charged for dirty aircraft (due to , trash, food / beverage spills, etc.) at the discretion of the Flying Club Manager. Members are responsible for a complete and thorough cleaning of an aircraft and its interior in case of vomit or other bodily fluids. The cleaning required is up to the Chief Pilot at the discretion of the Aircraft Owner and Maintenance Manager. Failure to do so, the Member shall be subject to dismissal from the Columbia Flying Club and forfeit any dues or payments made.

Limited Use of the Plane

During the months of May, June, July and August, no Member may schedule more than four (3) consecutive days without the concurrence of the Flying Club Chief Pilot.

Dues, Fees and Payments

Payment Procedures

Members are expected to log their flights upon completion. Members will receive an invoice for the cost of flight hours flown due at the completion of the flight. Club dispatch will write the invoice when the aircraft is returned. If dispatch is not available, the CFI can bill the pilot, and if no CFI is available, the Member is responsible for paying for the flight on the next working day. A monthly invoice will be sent out if there are any unpaid expenses and included monthly dues (if any). The monthly invoice must be paid by the date indicated on the invoice or else the Member will have an outstanding balance. The method of payment must be made in the manner as specified by the Flying Club Chief Pilot:

Pay by a check to the address as listed on the monthly invoice sent by the Columbia Flying Club.

Pay by electronic means approved by the Chief Pilot. For any outstanding balance, if the Associate Member does not pay by the due date indicated on the invoice, Columbia Flying Club will take any legal remedies available to collect the outstanding balance. The Member is also responsible for all returned check fees, collection costs, legal fees and interest in the event his/her account becomes delinquent. In any case, if a Member has an outstanding balance, the Member will be denied access to aircraft.

Club Fees

Columbia Flying Club charges its Members a one-time non-refundable club initiation membership fee of \$250.00. This fee is considered the "buy in" as stipulated in the Insurance & Ownership Document Form 006. Columbia Flying Club charges its members a monthly fee. The monthly fee is \$25 Per month. A change in this policy will be presented by the Chief Pilot and Members may choose to terminate their membership without penalty. Columbia Flying Club charges its Members a non-

refundable flat hourly rate to cover fuel and all other maintenance costs for the aircraft usage. This rate is calculated by the recording hour meter time flown by the Member and this rate includes fuel. The rate is per hour or fractional percentage to the next highest tenth of a percent of an hour. The Hour Meter time must be recorded using the appropriate meter installed in the aircraft. Columbia Flying Club may, with 30 days advance notice change the hourly rate or institute a fuel surcharge as needed by directions of the Flying Club Chief Pilot. The rates for aircraft and other fees may be viewed in the Columbia Flying Club Fee Schedule. Members are asked that flights, run up and warm up times not be lessened due to cost, but that the aircraft is operated properly and warmed up, and taxi speeds are slow. Members believed to be abusing this could face termination.

Duration of Membership

Membership to the Columbia Flying Club shall start on the first day of the month in which the Membership agreement is signed. The Member shall be obligated to maintain a Membership for the time in which they operate Columbia Flying Club Aircraft. The Flying Club Chief Pilot shall reserve the right to terminate any month to month agreement without further notice and require a new Columbia Flying Club Membership Agreement to be signed for continuation of membership in the Columbia Flying Club.

Cancellation of Membership and Penalties

Cancellation of membership in the Columbia Flying club prior to the end of the monthly term shall result in payment due in full. Cancellation of a month to month Associate Membership shall require a 30 day notification in writing of the Membership agreement termination. Failure to notify the Flying Club Manager of the Associate Membership agreement termination shall result in a two month penalty of Columbia Flying Club monthly membership fees.

Fuel and Oil Purchases

The Member is responsible for checking fuel levels and oil levels prior to flight. If the oil level is low, and if the aircraft is located at Columbia Airport, the Member must use oil which is provided at the Columbia Flying Club Oil Locker or Jake's Air Repair Maintenance Hangar. Fuel at Columbia Airport is provided by an agreement between the fuel provider and by the Flying Club Chief Pilot. The Flying Club Manager will provide information to Associate Members of the current fueling policies and procedures. The airplane must be refueled after each use by a Member. If at another location other than Columbia Airport the Member may purchase and be reimbursed for oil and fuel purchases within reasonable market prices as determined by the Flying Club Manager, significant differences between market prices for the region where fuel is purchased and fair market value may be the Associate Members responsibility with discretion up to the Flying Club Manager. Fuel and oil receipts must be submitted in electronic format or the original receipt to the Flying Club Dispatcher / Chief Pilot within two weeks of the flight for reimbursement. Fuel grades allowable are listed in each aircraft limitations section and by placards adjacent the gas caps. Only those types of fuel are permitted.

Master Switch

Members who leave the master switch on will be assessed a \$50.00 battery fund fee. If the battery life of the battery is ended after an incident of the master switch being left on, the Member who left the master switch on will incur all costs associated with replacing the battery,, including purchase of a new battery and installation costs.

Scheduling of Aircraft

No member may at any time schedule an aircraft for or on behalf of any other member or nonmember. All scheduling must be made through the use of the online scheduling system, or by contacting

Columbia Flying Club Dispatch. The Flying Club Chief Pilot will grant access to the calendar for to each Member.

Damaged / Broken Aircraft Policy

In the event of accidental damage, the member is responsible for repair. If the damage is the result of willful violation of the Associate Membership Agreement, a review of the incident will be undertaken by the Flying Club Chief Pilot, and appropriate action will be taken, up to and including expulsion from the club.

Delayed Return and Recovery

In the event of a delay in return from a trip due to weather, mechanical problems caused by an Member, etc., the member is responsible for ensuring the eventual return of the aircraft to Columbia Airport O22 Columbia California. The Columbia Flying Club cannot be responsible for expenses incurred by a Member as a result of such delay (i.e. hotel, food, transportation, etc.), including unforeseen maintenance problems beyond the control of the Member or Columbia Flying Club. Members are required to notify the Flying Club Chief Pilot by telephone if such an event is occurring or has occurred. If the aircraft is abandoned and the club has to recover the aircraft, the Member is responsible for the expenses incurred unless due to mechanical problems not caused by the Associate Member.

Authorization for Repairs

No member may authorize expenditures or otherwise incur financial obligations in the name of Columbia Flying Club, or Owners of any aircraft except as on a case by case basis with approval from the Flying Club Chief Pilot or Maintenance Manager. Any repair not pre-authorized by the Flying Club Chief Pilot or Maintenance Manager, and which incurs expenses exceeding one hundred (\$100.00) dollars shall be the personal financial responsibility of the member authorizing the expense. Members holding an airframe or power-plant maintenance technician certificate, may perform various maintenance tasks as previously approved and coordinated with the Maintenance Manager.

Incidents and Accidents

All aircraft accidents and incidents shall be reviewed by the Flying Club Chief Pilot. The Flying Club Chief Pilot will hold a hearing to ascertain all relevant information required to make a judgment of cause. The Columbia Flying Club Chief Pilot will take appropriate action, up to and including expulsion from the club. The Member must report all incidents and accidents to the Flying Club Chief Pilot immediately. The Member is responsible for reporting Incidents and accidents to the FAA / NTSB as required by FAA Order 8020.11D Chg 1 and NTSB 830.

Member Conduct and Club Policy

The Flying Club Chief Pilot may terminate a Member's membership if the Member's conduct is not consistent with the best interests of the Columbia Flying Club. Members are expected to conduct themselves in a manner conducive of maintaining a positive club environment. Actions such as, but not limited to, financially deceiving the Club, negatively promoting the Club, negatively affecting other club members or the club's interests or causing undue financial burden to the club or its property or assets, stealing, vandalism are basis for temporary suspension or permanent termination of the offending Member's membership and all associated privileges. Further, any violation of this Member Agreement may be deemed as a basis for Membership suspension or termination. In the event of such a decision by management, that decision shall be considered final and all fees paid to Columbia Flying club are non-refundable.

Computer System Privacy

The Club respects the individual privacy of its members. However, a member cannot expect privacy rights to extend to club related conduct or the use of club owned equipment or supplies. Although members may have individual credentials to various Columbia Flying Club websites, calendars, social media pages etc., these systems are accessible at all times and cannot be guaranteed "safe". Members are prohibited from using any of Columbia Flying Club's electronic intellectual property in any way that may be disruptive or offensive to others. The Columbia Flying Club cannot be held responsible for any theft or loss of personal information due to illicit access to email or computer systems beyond its control.

Club Policy on Harassment and Discrimination

The Club is committed to provide an environment that is free of harassment or discrimination. In keeping with this policy, the Club strictly prohibits harassment or discrimination of any kind, including on the basis of sex, race, color, religion, gender, age, mental or physical disability, medical condition, national origin, marital status, sexual orientation, or any other characteristic protected under Federal or State law or local ordinance.

Relationship of the Parties

Notices

All notices and demands of any kind, except those sent electronically by the Columbia Flying Club, shall be personally delivered or sent by first-class mail to the Columbia Flying Club address as provided by the Flying Club Chief Pilot. Any such notice or demand shall be effective immediately upon personal delivery, or forty-eight (48) hours after deposit in the United States Mail, as the case may be.

Entire Agreement

This Associate Membership Agreement supersedes any and all other agreements and Bylaws, either oral or in writing, between the parties and constitutes the entire agreement between them with respect to the subject matter. No modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. It is intended that each paragraph in this Agreement shall be viewed as separate and visible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall be held to be in full force and effect.

Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

Arbitration

Any controversy or claim arising out of or related to this Agreement, or the breach thereof shall be settled by arbitration in accordance with and governed by, the laws of the State of California.

Amendments

This Membership Agreement may be repealed or amended, in whole or in part, provided that at least 10 days notice of such changes has been given to an Associate Member. The notice shall be mailed to the last known mailing address gleaned by the profile provided by the Associate Member and shall include the specific language as drafted by the Flying Club Chief Pilot. If the Associate Member does not agree to the change then the Associate Member may terminate membership within 30 days post mark of receipt of notice and writing to the Columbia Flying Club mailing address as specified by the Flying Club Manager without penalty. Limitation of Liability In consideration of Associate Membership of the Columbia Flying Club the Associate Member, intending to be legally bound hereby, that the Columbia Flying Club SHALL NOT BE LIABLE FOR MY DEATH OR INJURY TO MY PERSON, ANY PASSENGERS, AND PERSONS ON THE GROUND OR IN THE AIR FOR ANY LOSS FOR DAMAGE TO MY PROPERTY OR THE PROPERTY OF OTHERS EITHER IN THE AIRPLANE OR DUE TO IMPACT OF OBJECTS OR PERSONS IN THE AIR OR ON THE GROUND caused in any manner whatsoever, whether attributable to the negligence of the Associate Member, or for any other reason, occurring during the time that I am in, entering or alighting from an aircraft piloted by or under the control of or owned by the Columbia Flying Club, Jason Carter, Jake’s Air Repair and I do hereby waive any right of action against the Columbia Flying Club, Jason Carter, Jake’s Air Repair from any and all causes or claims that I may have against them from the beginning of time. The Member and the Members Estate and Heirs agree not to sue on any such cause or claim. This agreement shall not release liability for gross negligence or willful misconduct of the Columbia Flying Club. I agree to indemnify and hold the Columbia Flying Club, Jason Carter, Jake’s Air Repair or any of its stock holders harmless for any losses, judgments or damages the Member may incur, including but not limited to attorney’s fees, arising out any lawsuit related to the flight and/or enforcement of or legal challenge to this agreement. It is the Columbia Flying Club’s intention that this agreement be interpreted and enforced to the maximum extent allowed by California State law.

Stipulation

I, the undersigned, Member, have read and fully understand the Columbia Flying Club Membership Agreement. I hereby stipulate to adherence thereto for the extent of my membership. I further understand any violation thereof may suspend or terminate my membership with Columbia Flying Club.

Signed Date

Member Printed Name

Member Signed Name

Flying Club Chief Pilot Printed Name

Flying Club Manager Signed Name