

# The Inn Flying Club, Inc.

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# The Inn Flying Club, Inc. - Bylaws

## Article I – Purpose

The purpose of the Inn Flying Club, Inc. (hereinafter referred to as the “Club”), is to provide for its members the means to obtain Educational, Proficiency and Recreational flying time based on three major concepts:

1. Reasonable overall costs including: initial membership fee, monthly dues, hourly flying rate and improvement costs.
2. Maximum flying time availability for members, including scheduling flexibility.
3. Equipment quality, quantity and versatility based upon Club membership interests and financial resources.

## Article II - Meetings of Members

1. Regular meetings of the Club shall be held the third Wednesday of each calendar month or at such other time as the Board of Directors shall determine.
2. Special meetings of the Club shall be called at any time on order of the President or at the request to the President in writing of any ten Club members in good standing. Special Meetings must be convened within two weeks of receiving the request. Members are considered in good standing if they meet the following conditions:
  - a. Member’s pilot certificate is not suspended or revoked.
  - b. Member does not have an outstanding balance greater than his/her Membership Deposit.
3. Special meetings of the Board of Directors shall be called at any time on order of the President, or on order of two (2) Directors.
4. An Annual Meeting shall be held sometime between December 1<sup>st</sup> of the current year and January 31<sup>st</sup> of the following year.
5. The President, or in his absence, the Vice President, or in the absence of the President and Vice President, any other member of the Board of Directors, shall call the meeting of members to order and act as the presiding officer thereof.

## Article III – Membership Vote

1. Membership Votes are required for changes to the Bylaws, Operating Rules, Election of Officers, or vetoing an Emergency Rule.
2. When a Membership Vote is required the Secretary will notify the Club members via email or U.S. Mail at least three (3) weeks prior to a Regular Meeting, Special Meeting, or Annual Meeting holding a Membership Vote. This notice shall include an absentee ballot which may be used by Club members who cannot be in attendance.
3. Absentee ballots must be sent by email or U.S. Mail to the Vice President at least one (1) week prior to a Regular Meeting, Special Meeting, or Annual Meeting holding a Membership Vote.
4. One Fourth of the Club members shall constitute a quorum of the Club membership for Membership Votes. An affirmative vote of greater than one-half of the number of Club members voting shall be necessary for the adoption of any resolution and for the election of a member to the Board of Directors.
5. Each Club member shall have only one vote.

## Article IV - Board of Directors

1. The Board of Directors (hereinafter referred to as the Board) shall consist of the President, Vice President, Secretary, Treasurer, Chief Aircraft Maintenance Officer, Chief Flight Instructor, and Membership Officer.
2. The powers, business and property of the Club shall be administered by the Board.
3. Four (4) Directors shall constitute a quorum of the Board at all meetings. An affirmative vote of greater than one-half of the number of Directors present shall be necessary to approve any resolution or action by the Board.
4. Each member serving as a Director shall have only one vote.
5. The Board shall cause to be kept a complete record of its resolutions and actions, and provide members a statement of its proceedings in order that members may be fully and currently apprised of the affairs and condition of the Club.
6. The Board may engage salaried personnel from outside the Club membership to perform such services in behalf of the Club as the Board deems appropriate and necessary.

7. The Board shall have the power and authority to promulgate and enforce all rules and regulations pertaining to the use and operation of Club property and to do and perform or cause to be done and performed any and every act which the Club may lawfully do and perform.

## Article V – Officers

1. The Officers of the Club shall consist of the members of the Board, and shall be elected by a Membership Vote at the Annual Meeting, and shall hold office for twelve (12) months or until their successors are elected.
2. The Treasurer shall be bonded and the premium thereof borne by the Club. The Treasurer shall serve as a dues free member with all other members of the Board serving without compensation or reward.
3. Duties of Officers
  - a. President - The President shall preside over all meetings of the Club and enforce observation of the Bylaws, call special meetings, appoint committees, sign checks, and perform such other duties as his office may require.
  - b. Vice President - In the absence of the President, the Vice President shall perform the duties of the office of President. He shall be responsible for receiving, counting, and representing absentee ballots at meetings holding a Membership Vote. In addition, the Vice President is also responsible for scheduling of Club aircraft and for planning Club activities and programs for the Regular Meetings, Special Meetings, and Annual Meeting.
  - c. Secretary - The Secretary shall act as both recording and corresponding secretary; keep the minutes of the Club meetings and record all proceedings and resolutions; maintain a record showing the name, address, and telephone numbers of all members; maintain Club membership applications, books, documents, and papers of the Club (excluding financial records); keep members informed of the activities of the Club; notify club members (via email or U.S. Mail sent to the member's record address) of Membership Votes.
  - d. Treasurer - The Treasurer shall receive and account for all money belonging to the Club; collect membership deposits, monthly dues, charges for flying, and other assessments; prepare annual financial statements; file Federal, State and Local tax returns as required; pay all bills; manage the insurance policies of the Club; maintain Club financial records; and bill members for each calendar month before the end of the following month.

- e. Chief Aircraft Maintenance Officer - The Chief Aircraft Maintenance Officer shall be responsible for: maintaining the aircraft in proper operating condition by or under the supervision of a properly certificated aircraft and power plant mechanic, obtaining all inspections, major overhauls, and compliance with all service bulletins for the aircraft; maintaining current information in the logbooks of the aircraft; assuring that all papers required to be carried in the aircraft are in place and that all papers required upon completion of inspections and major repairs are executed; and supervising the activities of Club Aircraft Maintenance Officers (AMOs).
  - f. Chief Flight Instructor - Assure that all members accomplish proficiency check rides as required by the Operating Rules. In addition, the Chief Flight Instructor shall be responsible for maintaining standardized procedures among Club approved CFI's with respect to Initial Checkouts, Annual Club Flight Reviews, current insurance requirements, and shall maintain records of Club medical certificates, initial Club aircraft checkouts, annual Club aircraft checkouts, and FAA Flight Reviews of the Club's membership.
  - g. Membership Officer - The Membership Officer shall be responsible for: recruiting, screening and orienting new members to the Club.
4. If any office, other than that of President, becomes vacant for any reason, the President shall appoint an interim successor until such time as the members shall elect a successor from the membership who shall hold that office for the unexpired term. If the office of President becomes vacant, the Vice President shall become President.

## Article VI - Safety Board

1. A Safety Board of three (3) members shall be appointed by the Board to provide a safety program for members, and upon its own initiative or at the request of any member of the Board investigate and report on aircraft accidents and incidents involving either a member of the Club or any equipment belonging to the Club.
2. If a member of the Safety Board is involved in any accident or incident, the Board shall appoint a substitute for that member to serve on the Safety Board to investigate that particular accident or incident.
3. The Safety Board shall take all steps necessary to ascertain the facts, conditions and circumstances of any accident or incident; shall arrive at a conclusion regarding the probable cause and responsibility for each accident or incident; and shall make known to the Board and to all parties involved, its findings in the form of a written report for each accident or incident.

## Article VII – Hearings

1. The Board, upon receipt of the findings of the Safety Board shall offer to all parties involved in the accident or incident the opportunity of a hearing. After the hearing, or if such hearing is waived by all the parties involved in the accident or incident, the Board shall decide the financial responsibility. The decision of the Board shall be final.
2. The Board shall not impose financial responsibility on any one member in excess of the amount not covered by insurance for any one accident or incident. If damage results from a violation which is not covered by the insurance carried on the aircraft, the party responsible for the damage shall be liable for the full amount. The Board shall make the final decision in regard to financial responsibility and the action to be taken and will report in full to Club members at the next regular meeting of the decision reached and the action taken or pending.
3. All financial obligations imposed on any member as a result of the decision of the Board shall be satisfied within thirty (30) days of written notice. Should a member fail to satisfy his/her financial obligations, all unsatisfied monies shall be deducted from the member's current membership account, the remainder of which shall be returned to the member with a cancellation of membership in the Club. If unsatisfied monies still remain after deduction of the member's current membership account, and cancellation of his/her membership, the member shall still be responsible for payment of that amount.

## Article VIII – Membership

### 1. Admission to Membership

Applicants shall be admitted to provisional membership upon payment of the membership deposit and approval by a majority of the Board. The term "Provisional Membership" shall apply to all new members and shall refer to their membership status for a period of sixty (60) calendar days from the date of approval. The Provisional Membership period will be employed by the Club to further evaluate character and aviation references and flying safety of the provisional member. The Board may, during the Provisional Membership term period, terminate the individual's membership with full refund of all monies less accrued charges. Should no such action be taken before the end of the provisional period, the individual's status will automatically become that of "member" without written notice.

## 2. Membership Deposit

- a. The value of each membership deposit shall be set by the Board, with the approval of a Membership Vote, at the Annual Meeting, a regular meeting, or a special meeting. This established value shall be recorded as one of the Operating Rules.
- b. The refund value of the membership deposit shall be subject to the Operating Rules within the limits established by this article.

## 3. Termination of Membership

Upon termination of membership, members terminated shall forfeit all right, title, or interest in and to any funds or property on the books of the Club with the exception of his/her membership deposit, in which he/she shall be entitled to the refund value in effect at the date of termination of his/her current membership. Membership shall be terminated as follows:

- a. Upon written resignation and settlement of his/her Club account, in accordance with the Operating Rules.
- b. Upon death of the member. The settlement of his/her Club account shall be arranged by the Board.
- c. Upon a two-thirds vote of the Board for expulsion of the member for conduct contrary to the interests of the Club. Such vote shall be held as soon as possible but no sooner than five (5) days after notice in writing of the charges against the member has been delivered to the member. The settlement of his/her Club account shall be in accordance with the Operating Rules.

4. Minor as Member

No person under the age of 21 shall be admitted to membership unless he/she shall first present to the Club an indemnity agreement signed by his/her parents or guardian in the presence of Notary Public which shall read as follows:

"In consideration of my son, daughter and/or ward \_\_\_\_\_, who is \_\_\_\_\_ years of age, being accepted for membership in the Inn Flying Club, Inc., I hereby guarantee unconditionally his/her full and faithful performance of any and all of the obligations of membership and particularly of the payment of any membership charges, fees and assessments, and I further agree to indemnify and hold harmless the Inn Flying Club, Inc. for any and all damage that may be done by my son, daughter and/or ward to any equipment or property belonging to The Inn Flying Club, Inc., or for any liability that may be incurred by The Inn Flying Club, Inc., by reason of the recklessness, personal negligence or carelessness of my son, daughter and/or ward including, but not limited to, legal expenses and costs incurred in defending claims or in enforcing this agreement."

5. Family Membership

Members may apply in writing for admission of a member of his/her family as a family member of the Club. Family members may include:

- a. The member's spouse.
- b. The member's dependent children up to 21 years of age.

6. Persons active under the family membership shall:

- a. Not vote or hold office.
- b. Be subject to Operating Rules and Bylaws except as noted in this article.
- c. Be eligible to fly only such Club aircraft as the member's membership deposit entitles him/her to fly.
- d. Be assessed in accordance with the rules established for family membership in the Operating Rules.

7. Every member, including family members of the Club, shall sign a statement signifying his/her agreement to be bound by the Articles of Incorporation, the Bylaws, the Operating Rules, and such other rules and regulations as may be established by the Club. This statement shall read as follows “Upon acceptance by the Board of Directors as a member of Inn Flying Club, Inc., I \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, hereby acknowledge and agree to be bound by the Articles of Incorporation, Bylaws and Operating Rules of Inn Flying Club, Inc. and all terms and conditions contained therein, for as long as I am a member of Inn Flying Club, Inc. I also acknowledge that I have access to, and have read, the Bylaws and Operating Rules currently displayed on the Inn Flying Club website, [www.innflyingclub.com](http://www.innflyingclub.com).

Signed: \_\_\_\_\_

Said statement shall be given to the Membership Officer for retention in the Club records.

## Article IX – Assessments

The Board may levy a Special Assessment not to exceed 20% of the member’s monthly dues, per month, to cover adjustments on Membership Deposits or Capital Expenses. The power to levy assessments is within the sole discretion of the Board, except as otherwise provided in this paragraph, and is not to be construed as making the members personally liable for the debts of the Club. A Membership Vote is required for an assessment of more than 20% of the member’s monthly dues, per month.

## Article X – Property

All property owned outright, both real and personal, shall be in the name of the Club.

## Article XI – Equity

The excess of the Club's assets over liabilities represents the equity members have in the Club. In the event the Club is disbanded or otherwise liquidated, any equity will be prorated and distributed to each member as follows:

1. Member will have 30 days to pay any balance due on their account.
- 2a. If Equity remaining is less than Total Membership Deposits, Equity will be disbursed to each member in good standing, as a percentage of membership deposit paid-in to the Equity remaining (ex. [Membership Deposit / Total Membership Deposit collected] \* Equity remaining)

2b. If Equity remaining is more than Total Membership Deposits Equity will be disbursed to:

- i. Each member in good standing will receive their Membership Deposit
- ii. Each member in good standing will receive a percentage of Equity remaining (after Membership Deposits are paid out) based on a percentage of time Member has been in the Club (ex. [Number of Months Member has been an Active Member in the Club] / [Total Number of Months all Members have been an Active Member in the Club] \* Equity remaining after Membership Deposits have been paid out)

## Article XII - Amendments to Bylaws

Bylaws may be amended by a majority vote of all members in good standing. The Bylaws shall not be amended unless any proposed amendment is presented in writing at the previous regular meeting and communicated (via email or U.S. Mail sent to the member's record address) to members with notice of the meeting at which the vote is to take place.

## Article XIII - Operating Rules

1. The Club shall establish a set of Operating rules governing the use of aircraft, scheduling procedures, finances and charges for use of Club property, procedures for the payment of charges and assessments, and such other rules and operating procedures as are required for the proper operation of the Club.
2. The Operating rules shall not be amended (with the exception of changes in the scheduling policy) unless any proposed amendment is presented at the previous Regular Meeting, Special Meeting, or Annual Meeting and communicated (via email or U.S. Mail sent to the member's record address) to members with notice of the meeting at which the Membership Vote is to take place.
3. Emergency Rule. The Board shall have the right to establish and place into effect immediately any rule of an emergency nature but shall provide written notice to members of such rule changes prior to the next meeting of the membership. This rule shall be subject to veto by a Membership Vote at the next Regular Meeting or Special Meeting or Annual Meeting.

## Article XIV – Responsibility

1. In the event of damage to any property owned by the Club, the following rules shall apply:
  - a. If any damages or expenses are incurred as a result of accidents or incidents to an aircraft because of recklessness, personal negligence or carelessness or while the aircraft is being operated in violation of the Federal Aviation Administration regulations, State Aviation regulations, Local Field rules, or Club Operating Rules as determined or reported by the Safety Board appointed to investigate the accident or incident, the member in charge of the aircraft at the time damages or expenses are incurred shall be responsible for all resultant costs and expenses not otherwise covered by Club insurance.
  - b. In the event of damage caused by failure of equipment as established by the Safety Board, the Club shall pay all damages except as provided in the paragraph above.
  - c. If any damages or expenses are incurred that were not caused by failure of equipment or recklessness, personal negligence or carelessness on the part of the Club member in charge of the aircraft and the Club property was not being operated in violation of Federal Aviation Administration regulations, State regulations, Local Field rules, or Club Operating Rules such damages or expenses shall be handled on the following basis: The Board shall decide financial responsibility for the Club member in charge of the aircraft at the time of the damages or expenses were incurred in accordance with procedures outlined in Article VI and Article VII of the Bylaws.
    - i. Should the Board decision result in the Club assuming financial responsibility, the total cost involved less any amount reclaimed by insurance shall be paid by the Club.
    - ii. Should the Board decision result in the member in charge of the aircraft at the time damages or expenses are incurred being held responsible, the member shall assume all resultant costs and expenses not otherwise covered by Club insurance.

2. Responsibility shall be determined by the Safety Board as indicated in Article VI. Any disagreement with the findings of the Safety Board shall be settled by the convening of a Board of Arbitration as follows: the member in charge of the aircraft at the time the accident or incident occurred or his/her legal representative shall select one member; the Board shall appoint one member. These two members shall choose a third member who shall not be a member of the Club and has no conflict of interest with the Club, its members or participating legal representatives. The majority vote of the Board of Arbitration shall constitute an award and such award shall be valid and binding upon the parties as other contracts and may be impeached only for fraud or mistake and it shall be enforced by action provided by current State Law.

# The Inn Flying Club, Inc. - Operating Rules

## A. Authorized Use of Aircraft

1. General. The Club aircraft shall not be loaned, leased, or otherwise given for use to non-Club members, nor shall they be used for hire, charter or other commercial purposes, air races, participation in air shows, towing gliders, or sport parachuting. It is the responsibility of each individual member to be sure he/she has complied with the Club's insurance requirements. It will be the Secretary's responsibility to publish the requirements any time they change in the monthly minutes of meetings; the Membership Officer's responsibility to inform each new member of the current requirements; and the Club's Chief Flight Instructor to keep the other Club approved CFI's informed of the current insurance requirements
2. Initial Checkouts. All members, except student pilots who have not yet soloed, shall be required to be checked out initially in each Club aircraft by a Certified Flight Instructor approved by the Board of Directors (hereinafter referred to as the Board). The initial checkout in the most advanced Club aircraft flown shall consist of as many of the items contained in the AOPA Air Safety Foundation's "Flight Review Checklist" as the CFI determines are necessary to ascertain and certify that the member is qualified to safely operate that aircraft. The extent of the checkout in each of the remaining Club aircraft shall be determined by the approved CFI, but at a minimum shall consist of a brief familiarization flight. New members must also complete an AOPA Air Safety Foundation "Aircraft Ground Review Checklist" for each Club aircraft to be flown. Both of the above mentioned checklists must be signed and dated by the approved CFI and mailed by the member to the Club's current postal mail address. When members upgrade from one aircraft to another (e.g., from a Cessna 152 to a Cessna 172), they shall complete a checkride and mail in the signed checklist as specified above. If the upgrade checkride by the CFI satisfies the requirements for the annual flight review required by paragraph 3 below, the CFI shall so indicate on the signed checklist.
3. Annual Flight Review. Members are required to take an annual check ride with a Certified Flight Instructor approved by the Board. This check ride shall be accomplished in a Club aircraft at the member's highest aircraft level (e.g., 152, 172, or 182). An AOPA Air Safety Foundation's "Flight Review Checklist" shall be signed and dated by the CFI, and mailed by the member, to the Club.
4. Preheat of Club Aircraft shall be performed when the outside temperature is below 25 degrees F and the engine is cold (unless otherwise stated by the Chief Aircraft Maintenance Officer). Any cost incurred for preheating will be reimbursed.

## B. Scheduling of Aircraft

1. **Scheduling.** The Vice President shall be responsible for monitoring and assuring compliance with procedures established for the scheduling of Club aircraft. The scheduling policy of these Operating Rules may be modified by the Board to provide optimum utilization of the aircraft and to meet any circumstances which may arise.
2. **Scheduling Aircraft for the Initial Club Checkout** shall be scheduled through a Club approved CFI. If the CFI is a non-Club member, the aircraft for the Initial Club Checkout should be scheduled through the Chief Flight Instructor.
3. **Aircraft Scheduling.** Aircraft scheduling shall be maintained for each aircraft operated by the Club. All flights shall be scheduled by each member through the scheduling service. Members who wish to fly an aircraft already scheduled can schedule themselves as back-up pilot with the scheduling service for that period.
4. **Scheduling Procedure.** Club aircraft may be scheduled through the scheduling service for a period up to one month in advance. Scheduling aircraft more than one month in advance is subject to approval by the Board. Requests for a reservation more than one month in advance must be made to the Vice President and will be considered on a first come first served basis.
5. **Adherence to Schedule.** If the pilot of a scheduled flight has not arrived at the aircraft within thirty minutes after the scheduled time, and the scheduling service has not been updated with a new departure time, the aircraft may be taken over by another member provided the other member first attempts to contact the primary (or back-up) pilot and, if unable to contact the primary (and back-up) pilot must then attempt to contact the Vice President for approval, or the President or other Board member designated by the President if the Vice President is unavailable.
6. **Scheduling Limitations.** Club aircraft may not be scheduled more than thirty (30) days in advance without prior approval of the Board. Aircraft designated as a trainer may not be scheduled through the scheduling service for periods longer than forty-eight (48) hours during working days (Monday through Friday, excluding holidays) or longer than one calendar day on weekends or holidays. Requests for use of the trainer for longer periods may be made to the Chief Flight Instructor, or in his absence, the President or other Board member designated by the President. Such requests may be made no longer than fourteen (14) days in advance. If it is determined that the trainer can be made available without unduly interfering with the needs of other members, the Chief Flight Instructor, President, or Board member designated by the President may approve the request and shall place the flight on the Scheduling Service.

7. Cancellations. Whenever a scheduled flight is cancelled it shall be the responsibility of the member canceling the reservation to determine whether another member has scheduled the aircraft as the back-up pilot and to notify that person, by phone, that the aircraft is available for his/her use.
8. Maintenance Cancellations. In those cases where it has been determined that the aircraft is unsafe for flight, the AMO for that aircraft (or Chief Aircraft Maintenance Officer) shall schedule the aircraft out for Maintenance until such time when the aircraft can be return to service.
9. Notification of Failure to Return on Schedule. When an aircraft cannot be returned as scheduled, the pilot shall immediately notify the Vice President or if he/she cannot be contacted, one of the other Club officers, by telephone to indicate why the aircraft cannot be returned, when it will be returned, and provide a telephone number where the pilot can be contacted. If the return flight is further delayed, the pilot shall provide the Club officer a revised time for return of the aircraft. The pilot shall also be responsible for contacting other pilots whose scheduled flights may be affected by the delay in return of the aircraft. If such notification is not made, the pilot may be fined at the discretion of the Board.
10. Reporting Procedures for Aircraft Malfunctions. If a Club member has developed malfunctions that render or are likely to render the aircraft or its systems (instruments, radios, et al) unsafe or inoperative, he/she shall promptly, upon landing, notify the AMO for that aircraft or the Chief Aircraft Maintenance Officer. Upon review of the malfunction the AMO for that aircraft or the Chief Aircraft Maintenance Officer shall determine if the malfunction warrants grounding the aircraft.

### C. Finances

1. Accounting. The financial records of the Club shall be kept in such a fashion that the following separate categories of expense can be identified.
  - a. Fixed Expenses. Those expenses which would be incurred even if the aircraft were not flown. Examples are, home base tie down fees, insurance, depreciation, and interest on loans.
  - b. Operating Expenses. Those expenses incurred as a result of flying the aircraft. Examples are, fuel, oil, maintenance, engine use, etc. The financial records will be kept so that the fixed and operating expenses for each aircraft can be identified separately.

2. Charges. The monthly dues shall be set by the Board to cover the fixed expenses of the Club. Normally, the dues charges to each member shall be set at levels slightly in excess of the fixed expenses. The hourly rates charged for flying an aircraft shall be set by the Board to cover the operating expenses of that aircraft. Normally, the hourly rates shall be set at levels slightly in excess of the hourly operating expenses of the aircraft. Membership deposits shall be set in accordance with the Club Bylaws to provide funds for the purchase of aircraft and equipment and for working capital.
3. Financial Awareness and Responsibility for Payment of Member's Accounts. The majority of Club financial dealings with the individual members is accomplished on a basis wherein each member is responsible for the charges he/she incurs. As a consequence, the financial wellbeing of the Club depends in large measure upon the demonstrated financial awareness and responsibility of the individual members. Each member is responsible, therefore, for the prompt payment of charges for monthly dues, hours flown, fines, cost of repairs to Club aircraft chargeable to the member, and other assessments; failure to meet one's financial responsibilities to the Club constitutes a basis for administrative and/or legal action deemed necessary. Should administrative and/or legal action be necessary, the Club shall deduct all fees, costs or incurred expenses from the member's deposit. Club dues for the month are due by the first of the month. Aircraft rental charges will be due by the end of the following month in which flying was done.
  - a. In the event that a member does not pay charges when due, the Treasurer will automatically assess each month a penalty charge of 1 1/2% of the unpaid balance any time the unpaid balance exceeds \$20 and the Board of Directors may also elect to ground the member for non-payment.
  - b. When a member is grounded by the Board for nonpayment of dues and assessments, he/she shall automatically be considered a suspended member if payment is not made in full within 30 days.
  - c. Suspension of Monthly Charges. The Board may authorize a member to go to an inactive status in the event of ill health, or other extenuating circumstances, subject to veto by the membership at the next membership meeting. Members will be relieved of monthly charges while in an inactive status. Members going on inactive status must remain inactive for at least 8 months, and be required to take an annual check ride (with a Certified Flight Instructor approved by the Board) before returning to flight status in a Club aircraft at the members highest aircraft level (i.e. 152, 172, or 182). Once a member has returned to an active status, he/she may not re-apply for inactive status for a period of 3 years.

#### 4. Member Payments

- a. **Membership Deposits.** An applicant accepted for membership in the Club shall be deemed a member upon payment of an initial deposit of \$1,500.00 at the Cessna 172 level.
  - b. **Monthly Dues and Hourly Flying Rates.** Whenever these charges are revised by the Board in accordance with the provisions of paragraph 2 above to reflect changes in fixed and operating costs, members shall be advised of the revised charges at the first regular meeting thereafter, and such changes shall be published in the minutes of the Board's meeting and mailed to all members. Such changes shall not take effect until the beginning of the month following the month in which members were advised of such changes at a regular meeting.
  - c. **Upkeep Assessment.** All Club members may be assessed up to \$4.00 per calendar year for the purpose of washing and/or waxing Club aircraft as determined by the Chief Aircraft Maintenance Officer and as approved by the Board. Payment of this assessment will not remove the member's obligation to attend scheduled wash/wax parties.
5. **Resignation.** A member wishing to resign from membership must provide such notice in writing to the Treasurer. Resignations shall be effective at the end of the calendar month following the month in which notification of the resignation is received by the Treasurer, provided the member's account is paid in full. If the account of a resigning member is not paid in full, he/she shall continue to be assessed monthly dues and shall be subject to the monthly fine of 1 1/2 percent of the unpaid balance as provided for in section C, paragraph 3.a above. Within 6 months of the effective date of the resignation, the Club shall return to the resigning member, the refund value of his/her membership deposit less any charges owed. However, if a resigning member finds a new member for the Club to assume the obligations (including an equivalent membership deposit) of the resigning member, the Club upon acceptance of the new member will immediately return to the resigning member the refundable value of his/her membership deposit less any amounts noted above. No more than 2 resignations per month will be accepted by the Board.

6. Computation of Flight Time. For billing purposes, flight time shall be accurately recorded on the Aircraft Time Log in the aircraft. The times to be recorded include that indicated on the aircraft Hobbs and Tach meters before the engine is initially started and that indicated on the Hobbs and Tach meter after the engine has been shut down after being taxied to the tie down position or accepted by another Club member. Should a discrepancy be noted between the previously recorded final reading and the initial reading for the next flight, such fact should be noted in the remarks column of the Aircraft Time Log, and the fact brought to the attention of the Treasurer. In the event that the Hobbs and Tach meters are not functioning or that no Hobbs and/or Tach meter is available, time shall be computed to the nearest five minutes utilizing a reliable watch. "Flight Time" means the time from the moment the aircraft engine is started until the moment the aircraft engine is turned off.
7. Charges for Landing Fees, Tie-downs and Storage Fees. All landing fees, tie-down costs, and storage fees incurred by the member shall be paid by the member responsible for the aircraft. Such charges are not reimbursable except as follows:
  - a. If the pilot hangers the aircraft because of impending high winds or other threat of damage to the aircraft, he/she shall be reimbursed the difference between the hangar cost and the normal tie-down cost.
  - b. Tie-down and/or hangar costs incurred by the pilot due to the grounding of the aircraft for mechanical reasons shall be reimbursed.

8. Charges for Aircraft Grounded Away from Home Base
  - a. Weather. A pilot shall not be charged for a delay in returning an aircraft to home base which is entirely attributed to weather conditions. The pilot shall, however, make every effort to return the aircraft as soon as acceptable flying conditions exist, and shall be held financially liable for all of the delay subsequent to the moderation of weather conditions which, in the opinion of the Board, exceeds a reasonable time for such pilot to have returned the aircraft. In the event a Club member elects to leave the aircraft when a weather delay is incurred, the member shall be responsible for returning the aircraft or reimbursing the Club for the costs of returning the aircraft including transportation and billeting costs of the ferry pilot, fuel, oil, storage and tie-downs.
  - b. Mechanical Trouble. Should mechanical problems arise while away from the home base, the Club member shall call (in order of precedence) the AMO for that aircraft, the Chief Aircraft Maintenance Officer, the AMO of one of the other Club aircrafts for direction. Provided an AMO authorizes repairs, the member is responsible for obtaining the receipts for all repair work. If the pilot or passengers must return to the home base before the aircraft can be restored to an airworthy condition, the pilot and/or passengers must return at their own expense. If the pilot must so return, the responsibility for return of the aircraft reverts to the Club and costs for the transportation and billeting of a ferry pilot, fuel, storage, and tie-downs shall be paid by the Club.
  - c. Pilot Convenience. When a Club aircraft is left away from the home base for the convenience of the pilot, the pilot shall be responsible for the prompt return of the aircraft. All charges and costs resulting there from, including storage and tie-downs, shall be charged to the pilot. Any transportation, billeting, fuel or other costs incurred by the Club in returning the aircraft shall be charged to the pilot's account.
9. Disputed Cases. In any disputed case regarding amounts of, or responsibility for, charges, return of aircraft, reimbursements and/or credits, etc., the dispute shall be resolved by the Treasurer with the approval of the Board within thirty (30) days after the initial billing.
10. Expenditures by Board. The Board is authorized to spend up to \$10,000.00 for capital expenditures without prior approval of the membership.