

RULES AND REGULATIONS

February 15, 2001

VALLEY PILOTS FLYING CLUB, INC.
P.O. Box 2242
Martinez, CA 94553

SECTION I.

MEMBERSHIPS: CLASSES/PURCHASE/SALE/TERMINATION

- A. Regular Memberships shall be priced at \$500.00 and shall be able to be resold. There shall be a limit of 10 Active Flying members per airplane. This limit will not include non-flying members, and honorary members.
- B. Associate memberships shall be priced at \$250.00 and shall not be resold. There shall be no monthly fixed charges assessed an associate member. Associate memberships shall be limited to one per regular member, and shall be held only by the spouse or minor dependent of the regular member. The associate membership can be converted to Regular Membership for the additional amount of \$250.00, subject to all other rules and bylaws, or it can be terminated by forfeiture or disqualification. When the dependent minor associate member becomes twenty-one, or moves to a separate residence, he/she must yield their associate membership by one of the above methods.
- C. Purchase and Re-sale
 1. Subject to the active flying member limit, an applicant shall be admitted as provided in the By-laws. An applicant shall initiate the process by submitting such membership and credit applications as are required by the Board of Directors.
 2. Should a member desire to terminate his membership by re-sale to a qualified applicant, he shall write the President, Valley Pilots, his intention to resign and re-sell his membership. If a member resigns without re-selling their membership, they shall forfeit their membership cost. The member is responsible for all charges and monthly fixed charges until the sale of their membership is executed or they have advised the President in writing of their resignation.
 3. Should an applicant wish to purchase the membership of a member who has stated his intention to sell, the applicant must accompany his application with a check for the agreed-upon price. The Treasurer will deduct a \$50.00 transfer fee, plus the sum of unpaid bills due from the resigning member, and then forward the balance to the resigning member.
- D. Termination of Membership

A member's membership will be terminated by any of the following means:

 1. Resignation of the member.
 2. Failure to pay monthly charges for a period of three months and upon a majority vote of the Board of Directors.

3. For the cause as determined solely by the Board of Directors or upon two-thirds vote of the entire membership.

SECTION II.

RESPONSIBILITIES AND PRIVILEGES OF MEMBERSHIP

- A. Applicants for membership shall demonstrate their airmanship to the Club Flight Instructor or Club Safety Officer. They shall then be accepted into the membership by an official act of the Board of Directors certifying that the conditions and requirements of all relevant Rules and By-Laws have been met. Applicants are encouraged to be in attendance at the meeting where their membership is being voted on.
- B. Members, as soon as possible after Board approval, shall be given a current copy of the By-Laws and Rules, and keys to only those aircraft they are checked-out in.
- C. Student Pilot members shall be given the key to their training aircraft. Keys will not ordinarily be given to non-member flight instructors. The General Flight Provisions, Section IX, governs use of keys by Student Pilot members.
- D. Instructors using Club equipment for instruction of members must be approved by the Board of Directors upon recommendation of the Safety Officer. No instructor shall at anytime instruct non-members in Club aircraft.
- E. Reimbursement to members for flight time expense for demonstration rides to prospective members shall be made when a prospect to whom the ride was given actually becomes a member (Reimbursement limit: 1 tachometer hour – Fuel not included).
- F. Members are expected to operate and maintain the Club Aircraft as if they were the exclusive owners.
- G. Members are expected to attend Club meetings and participate in occasional scheduled work parties, to the extent that they are able.
- H. Membership Responsibilities. Members are reminded that this club is a Corporation, and as such, we are all owners of the club. As an owner/member, we all have a responsibility to insure that our property (the aircraft) is protected from harm, clean, and safe. We also have the responsibility to insure the club is run in a conscientious and responsible manner.

SECTION III.

VIOLATIONS

- A. Any member who violates any FAA and/or Club rules or regulations resulting in damage to aircraft shall be liable for such damages and/or any personal damages. Such conduct may result in the expulsion of the member from the Club, with forfeiture of all equities in the Club, at the discretion of the Board of Directors.

The Club Safety Officer shall be responsible for the administration of such sections of these Rules and Regulations as pertain to preflight, in-flight, and post flight operation of all Club aircraft.

SECTION IV

ACCIDENT LIABILITY

- A. If injury or property damage occurs as a result of violation of Club, State, Federal, or local flying rules or regulations, the member to whom the aircraft was assigned will be required to pay in full the damages not covered by Club insurance.
- B. In the event injury or property damage occurs wherein the aforementioned rules were NOT Violated, the Board will decide the amount of damages to be paid by the member and by the Club.

SECTION V.

FLIGHT TIME, RESERVATIONS, RECORDS, FUEL

A. Flight Time

1. MEMBERS WILL BE BILLED MONTHLY for their share of fixed costs, plus the hourly rate for their use of aircraft. Fixed costs and hourly rates shall be determined and published from time to time by the Board of Directors.

All bills are to be paid on or before the tenth day of the month following the month covered by the bills. A member failing to clear his account by the twentieth of the month will be grounded and assessed ten percent of the balance due, the balance and penalty assessment to be paid before reinstatement of flying status.

2. Normal Day is considered to begin at 8:00 AM and end at 5:00 PM.
3. MINIMUM FLIGHT CHARGES apply to all uncanceled reservations, even when there is no flying time unless prior arrangements have been made. The member shall pay for a minimum 1/3 of the “normal day” time reserved, Saturday, Sunday and the Holidays and 1/6 of reserved time Monday through Friday. There are no minimums before 8:00 AM and after 5:00 PM. Members requesting a waiver to these minimums may apply to the President/Chairman or the club Treasurer in advance.

EXAMPLE:

An uncanceled reservation for daylight 8:00 AM - 5:00PM would produce minimum charges of 1 ½ hrs. Monday through Friday and 3 hrs. Sat., Sun. and Holidays.

B. Reservations

1. Reservations shall only be accepted from members who are current in their Club accounts (See Section V., A, above: “Flight Time” and also Section IX: “Check Flights”). .

2. ALL FLIGHTS are to be on a reserved basis, recorded by the Scheduling Service. It is the member's responsibility to insure all information entered into the Scheduling system is recorded correctly.
3. In order that aircraft availability is not needlessly reduced, members must cancel reservations promptly, when they are not going to use the aircraft. SHORT RESERVATIONS should be cancelled at least two hours before they are to begin, and RESERVATIONS OF NINE HOURS or more should be cancelled before 6:00 PM the preceding day if at all possible. Clear each day on multi day reservations. If unfavorable weather makes last minute cancellation necessary, cancel the reservation in the scheduling system as soon as possible!
4. TAKING OF AIRCRAFT WITHOUT RESERVATION, AND FAILURE TO RETURN AIRCRAFT IN TIME FOR SUBSEQUENT RESERVED USE

If a member, having a valid reservation for a particular aircraft, finds that it has been taken by another person, or that it has not been returned in time for use, he may, with the approval of a club officer, rent an equivalent aircraft from a Fixed Base Operator for the same amount of time, with the knowledge that the member who has erroneously deprived him of the Club plane will be required to pay for the difference in cost to the deprived member. Note that, in the event a member does rent an aircraft from outside the Club, or at any time uses a non-Club aircraft, no aspect of such use is covered by Club insurance, so the Club declares its exemption from liability which may arise out of such event.

In addition, the member responsible for the deprivation shall pay for lost reservation according to the minimum flight charge rule (Section V., A., 3).

The above remedy will not apply– If enroute weather delays the scheduled return time and the member does the following. The member MUST call the Scheduling Service, revise the time of return AND NOTIFY EACH affected member. Upon arrival at Buchanan Field, notify the Scheduling Service and all the affected members that the aircraft is now available for schedule.

5. An accurate RECORD OF TACHOMETER FLIGHT TIME shall be maintained by each member after each aircraft use, in the tachometer logbook kept in each plane.
6. An aircraft designated for training shall be subject to limitation on flight time, per reservation per day, of three hours. Requests for exceptions shall be submitted to the President/Chairman or the Treasurer.

C. FUEL

Members must arrange and pay for own fuel (See also MAINTENANCE). Oil will be supplied by the Club.

SECTION VI. PRE-FLIGHT CHECK

Pilots signing the aircraft time log (“Tach Sheet”) will be presumed to have personally pre-flighted the ship, and will be held responsible.

SECTION VII. POST FLIGHT ROUTINE

- A. Each member having flown a Club plane must supervise the filling of fuel tanks, leave the windshield, leading edge surfaces, and struts clean, and leave the cabin interior clean (Including floor, ashtrays, convenience compartments and pockets, baggage compartment, etc.)
- B. Oil must be left at operational level. (If the pre-flight level was low but operational, remember to add a quart post-flight)
- C. Master switch and all other switches shall be left in the OFF position.
- D. Doors shall be securely locked.
- E. Wings and tail shall be tied properly with double looped rope, double tied, or by chains if provided. Chocks shall be securely placed around wheels.
- F. Mechanical defects or damage must be reported to the Maintenance Officer or any Board member. Written notice shall also be left prominently displayed in the plane for the benefit of the next user.
- G. If a defect grounds the Aircraft, the member so designating must report immediately to the Scheduling Service and must personally notify the Maintenance Officer (or any club officer in the Maintenance officers absence), and other members with reservations for the next 24 hours.
- H. Failure to comply with the above provisions shall result in suspension of flying privileges.

SECTION VIII. CHARGING TO THE CLUB

No member may at any time may make a direct charge or in any way make the Club responsible for any commodity, i.e., gas, oil, parts, tires, accessories, or repairs, without first obtaining permission from the Board, or in case of emergency, from the President, Chairman, or any Club officer.

SECTION IX. GENERAL FLIGHT PROVISIONS

- A. A member qualified to act as pilot in command or a member Student pilot with a Club approved CFI must be aboard the aircraft at all times during

flight. This does not apply to a licensed repair facility employee while the aircraft in their care.

- B. No current member may fly club aircraft solo unless checked and approved by the Safety Officer or Club Flight Instructor, or Certified Flight Instructor approved by the Board of Directors.
- C. No pre-solo student may operate the engine of any Club aircraft unless accompanied by his authorized flight instructor, or a licensed Club member.
- D. No member may land any Club airplane any place other than an airfield designated for public use on a current sectional chart. Nor may he land at an airport prohibited by the Board of Directors, or prohibited on an individual member basis by the Safety Officer, or the member's flight instructor. Landings at a private airport may be made with prior approval of the Safety Officer.
- E. No person may smoke at any time in the airplane, in flight or on the ground.
- F. Any member flying in excess of one hundred nautical mile radius from base of operation must file a flight plan.
- G. All flight plans are to be filed from ground facilities when available
- H. Flights under special conditions:
 - 1. NIGHT FLIGHTS. All flights initiated between times of official sunset and sunrise will be subject to the following requirements:
 - a. Except for local flights from Buchanan Field, night flights shall be conducted only from and to Airports with runway lights and a rotating beacon.
 - 2. HIGH ALTITUDE OPERATIONS. Any airport with a density altitude of 4,000 ft. MSL, or more, is a high altitude airport. All flights to and originating from such airports are subject to the following requirements:
 - a. High Altitude checkout by CFI, including correct computation of take-off distances under actual conditions at the time and place of the high altitude take-off (Ref. also XI).
 - 3. Outside the United States: Two weeks advance notice to Safety Officer or Director. The member **MUST** arrange for insurance. Club insurance does **NOT** provide coverage.
- I. No member may lend, lease, or charter the Club aircraft or any other equipment to anyone for any purpose. The penalty for such a violation shall be immediate expulsion from the Club without recourse.

J. No individual member is liable for another's negligence.

SECTION X.

MAINTENANCE

- A. The Maintenance Officer shall be responsible for seeing that all repairs to the aircraft are made in accordance with FAA regulations, and shall be responsible for the proper maintenance of the aircraft and engine logbooks.
- B. The Maintenance Officer or his designee shall be responsible for ferrying of planes for repairs and/or parts pickup.

SECTION XI.

CHECK FLIGHTS

Each and every member, to be current, must have a periodic proficiency check flight. A written report of the member's check flight shall be made part of his records, in the official file of the Club. Check flights shall be every six months, and shall be by Club Safety Officer or a Club approved CFI.. A checkout in higher performance aircraft, a Wings participation Checkout, a new rating, or other CFI evaluation within those periods shall also serve as the regular proficiency check flight.

- A. A member should expect that his first instruction and check ride in any complex aircraft to be of two hours duration. The actual time required shall be determined solely by the Club approved Flight Instructor according to his professional judgement. These verifications of competency shall be entered in the pilot's logbook and in club records at the direction of a Club approved Flight Instructor. Minimum previous experience may also be required by insurance agreements before stepping into more complex aircraft.
- B. Checkouts for High Altitude and Night Flying including take-offs and landings shall be recorded by CFI in pilot's logbook before such flights are undertaken.

SECTION XII.

RIGHT TO APPEAL

Appeal from assessed penalties and/or decisions of the Safety Officer or the Board of Directors shall be adjudicated by a panel of five members, four of whom shall be chosen by lot, and the fifth to be selected by the Board. The Board selected member shall act as chairman of the panel.

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