

FOR MEMBERS

$\label{eq:By-Laws} \mbox{Standard Operating Procedures Flight Standards}$ $\mbox{Speeds to Fly}$

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Version 1.0

Version 1.0: Revised November 2019 Updated Bi-Laws, created SOPs and Standardization Procedures

The contents of this handbook are updated periodically by action of the Aerovalley Flying Club Board of Directors. Members are responsible for updating their handbooks with all new information.

The most current version of the By-Laws and Standard Operating Procedures books is this official copy which is located on the club's Dropbox for member access. General information about the Club including the Constitution, administrative structure, financial policies and maintenance management policies are available at the club internet site: http://www.aerovalley.org but should not be the most up to date material.

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General Information

The Club was established to keep the costs of flying aircraft for local pilots affordable while maintaining the highest standards of safety and courtesy.

The Club is committed to making available opportunities for safety education and advancement of skills by providing a varied fleet of aircraft for its Members and by providing opportunities for volunteers to participate in the management of the Club.

The Club is a source of aeronautical education for the community, providing seminars open to the public and speakers for civic and educational groups.

Membership in the Club is open to any interested individual who agrees to abide by our By-Laws and Standard Operating Procedures and who demonstrates an attitude of safety consciousness, courtesy, and service to the Club and to the community.

The Club is committed to sound and responsible management of its affairs through an elected Board of Directors.

By-Laws

Article I. Name

The legal name of the club will be AVFC, Inc. and will do business as Aerovalley Flying Club, also referred to as "AVFC" or simply "the club".

Article II. Objective and Purpose

The objective and purpose shall be the affordable access to aircraft to fly for pilots who exhibit an emphasis on safety, currency, and education, as well as foster camaraderie among the club members and the promotion of general aviation to the community.

Article III. Membership

Applicants for membership must complete and sign an application. This must be submitted along with the appropriate initiation fee. Upon acceptance for membership, and payment of the required monthly dues, the applicant becomes a member in good standing. Monthly dues shall be paid the first of each month and credited to each member's account at that time. Members may withdraw from the club at any time by notifying the The Board of Directors.

Members who have withdrawn in good standing may rejoin by paying the appropriate Initiation fee and first months' dues, subject to the Administrative Boards' approval. The Administrative Board may limit the acceptance of new members at any time.

Fees for flight time will be billed to the members' account. Flight time is to be paid along with monthly dues to the club. Payment shall be made by check. All payments will be mailed or delivered to the Secretary/Treasurer. Accounts overdue by more than 30 days may result in flying privileges being suspended until the account is paid in full. A returned check charge of \$25 will be assessed for any returned check. Flight privileges will be suspended until payments and fees are made.

Section 1. Member Types

Regular Members:

A Regular Member has been checked out in at least one airplane, has access to the flight scheduling system, pays dues, is eligible to run for a board position, has access to use club facilities as defined by the board and access to club events.

Owner Member:

An Owner Member has access to the flight scheduling system, pays no dues, is eligible to run for a board position, has access to use club facilities as defined by the board and access to club events.

Board Member:

A Board Member has been checked out in at least one airplane, has access to the flight scheduling system, pays no dues, is eligible to run for a board position, has access to use club facilities as defined by the board and access to club events.

Instructor Member:

An Instructor Member has access to the flight Scheduling system, is eligible to run for a board position, has access to use club facilities as defined by the board and access to club events.

Honorary Member:

An Honorary Member flight scheduling system, pays no dues, is not eligible to run for a board position, has access to use club facilities as defined by the board and access to club events.

Social Member:

A Social Member does not have access to flight scheduling system, is not eligible to run for a board position, pays dues, has access to use club facilities as defined by the board and access to club events.

Suspended Member:

A Suspended Member has a temporary loss of all membership privileges and can be reinstated at the discretion of the board.

Section 2. Member Status

Active Member:

Is a member in good standings whose dues are paid current and is not in violation of any club by-law.

Suspended Member:

Is any member that has lost all privileges provided by their membership type but is still eligible to be reinstated to active status.

Military/First Responder Hold:

Any member that is a member of the military or a first responder and is called to active duty for a temporary period of time. The members status will be put on a temporary hold until the member returns from service.

Banned Member:

Is any member that has lost all privileges provided by their membership type and is not eligible to be reinstated to active status.

Section 3. Member Size

The membership size shall be determined by the elected Board of Directors as needed based on reasonable access to the club resources. A membership waiting list maybe established by the Board if necessary.

Section 4. Membership Application

Applicants for membership must complete and sign an application which includes agreeing to abide by all club By-Laws, the Standard Operating Procedures and any "rule" established by the Board of Directors. Upon acceptance for membership by the Board of Directors, and payment of the required monthly dues and initiation fee, the applicant becomes a member in good standing.

Section 5. Membership Removal

Members may resign from the club at any time by notifying the Board of Directors in writing (email acceptable) with 30 day notice. Members are subject to removal for violating FAA regulations, violating club by-laws, failure to pay membership dues/fees, or for any act deemed unsafe at the sole discretion of the Board of Directors. Members may have their membership terminated for reasonable cause by the Board of Directors at any time. The board may, at its sole discretion, chose whether to waive dues or other member liabilities.

Section 6. Member Fees and Dues

The Treasurer shall, on or before the 25th day of each month, deliver to each member a statement of the dues for the following month and any charges incurred by the member in the current month. In the event the amount shown on said statement is not paid on or before the tenth day of the

following month the members flying privileges will be suspended and the following procedure shall apply:

- (a) The Treasurer will be responsible notifying the club member stating that their status has been moved to Suspended and the amount the member has outstanding, and the period under consideration.
- (b) The Treasurer will be responsible for notifying the Board of Directors of the action taken in subparagraph (a) above.
- (c) The Treasurer shall, on the 11th of each month, be responsible for removing the ability to schedule an airplane through the scheduling system for all members that are Suspended.
- (d) The delinquent member automatically becomes terminated if payment has not been received by the 30th of the month and will be notified of suspension.
- (e) The Board of Directors is hereby empowered and authorized to make an exception in delinquency cases where investigation shows circumstances, which in the Board's opinion, are extenuating.

Article IV. Meetings & Quorums

Section 1. Annual Meeting

An annual meeting of the Membership of the Club shall be held in March. Written notice of the time and place shall be made available to the email address in Flight Circle with 30 days' notice. The principal action of this meeting will be the election of Officers and Directors for the coming administrative year (April 1 – March 31) in addition to an annual financial report.

Section 2. Regular Membership Meetings

Meetings of the club shall be held quarterly, or at such time and place as designated by the Board of Directors. Written notice of the time and place shall be made available to the email address in Flight Circle with 14 days notice.

Section 3. Called Membership Meetings

Called Membership Meetings shall be held upon the written request of 1/3rd of the Members. Upon receipt of such petition, the President or Vice President shall be required to call such a membership meeting to order within 21 days. Written notice of the time and place shall be made available to the email address in Flight Circle with 14 days' notice.

Section 4. Special Meetings

Special meetings may be held at any time upon authorization of the Board of Directors.

Section 5. Meetings of the Board of Directors

Meetings of the Board of Directors shall be held monthly at such a time and place as designated by the President. A simple majority of the Board of Directors is necessary for a quorum at such meetings.

Article V. Officers and Board of Directors

Section 1. Officer Positions

The officers of the club shall be a President, a Vice President, a Secretary, a Treasurer, a Chief Pilot, a Maintenance Officer, and a Member-at-Large.

Section 2. Elections

All Officers and Directors of the club except the Chief Pilot and Maintenance Officer shall be elected by a plurality vote of the Members eligible to vote at the Annual Meeting. The Chief Pilot and Maintenance Officers shall be appointed by the Board of Directors. Results of the voting will be made available to the Membership via the email provided in Flight Circle within 14 days.

Section 3. Nominations

Nominations shall be made in writing to the Secretary at least 14 days prior to the Annual Meeting. Nominations may be submitted by any Active Member or the Board of Directors.

Section 4. Impeachment

A majority written vote of all Board Members shall be required to impeach an Officer or Director. Said vote shall be supervised by an Active Member who is not an Office or Director and who has been appointed by the Board of Directors.

Section 5. Vacancies of Board of Directors

In the event of a vacancy of the Board of Directors, the remaining Officers may appoint a temporary Officer or Director to serve until the next scheduled Membership Meeting at which time a special election shall be held to fill the vacancies.

Section 6. Duties

(a) Duties of the President

The President shall be the chief executive officer of the club. They shall preside at all regular meetings of the club as well as all Board of Directors meetings. It shall be their duty to exercise general supervision over the activities and welfare of the club officers and Board of Directors relative to matters of policy. They shall call special or emergency meetings as necessary.

(b) Duties of the Vice-President

The Vice President shall be primarily responsible for maintaining Membership levels of the club, supervise elections, and in the absence of, or during the incapacity of the President as determined by the Board of Directors, perform all duties, and assume all responsibilities of the President until the Board of Directors shall revoke such authority.

(c) Duties of the Secretary

The Secretary shall conduct correspondence of the Club Membership or its Officers; record the minutes of the Meetings, and maintain accurate records of the proceedings; and assure that updated and current Membership lists are kept. Such lists must be provided to the insurance carrier or other requesting authority.

(d) Duties of the Treasurer

The Treasurer shall be responsible for the maintenance of an appropriate bookkeeping system. He/she shall receive and have custody of all club funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the club and shall deposit all moneys and other valuable effect in the name and to the credit of the club. He/she shall prepare and furnish, monthly and annually, financial reports of all transactions to the Board of Directors. He/she shall make the club books available to any member for his inspections at any reasonable time, but shall not permit books to be taken from the office of the Treasurer without the consent of the Board of Directors. The Treasurer shall ensure that Member Statements are accurate and up to date.

(e) Duties of the Chief Pilot

The Standards & Safety Officer must be a CFI/I and shall supervise the standards and safety programs of the club. In this role they shall propose instructional policies to the Board of Directors and shall be responsible for arranging and scheduling all flights requiring an Instructor Member. The Standards & Safety Officer may also serve as the chairperson of a safety committee.

(f) Duties of the Maintenance Officer

The Maintenance Officer shall be an FAA licensed A&P with Inspection Authority if available. They shall be responsible for ensuring each aircraft in airworthy condition. They shall be responsible for all the maintenance records and all papers required to be carried in the aircraft. They shall originate and supervise all inspections and major overhauls of each aircraft and insure the compliance of all applicable Federal Aviation Regulations. They may, with approval of the President, appoint club members who are willing to assist them in their maintenance duties.

(g) Duties of the Board of Directors

The Board of Directors shall be responsible for the day to day operations of the club. The Board of Directors shall be authorized to hire or otherwise engage the services of any employees and/or contractors appropriate to club functioning. The Board of Directors may establish administrative procedures for the election process for the election of Board Members such as communication processes, nomination process, voting eligibility cut off dates and absentee balloting procedures provided such procedures preserve the privacy of the absentee voter.

Article VI. General Regulations and Responsibilities

Section 1. Standard Operating Procedures (SOP)

The Board of Directors are authorized to specify and adopt at any time and without advanced notice any additions, changes, or deletions as may be required in the SOP. Such procedures shall deal with the direct operation of Club equipment and related matters of safety, scheduling, use of /

or reporting about the use or condition of the club equipment. Each Member shall have access to the SOP, any changes shall be posted and made available to the Members.

Section 2. Membership Dues

Any dues that the Board of Directors properly declares shall be payable monthly in advance of the billing month in which they are due.

Section 3. Flight Time Payment

Charges for Flight Time will be calculated from the 25th of the previous month to the 24th of the current month. Flight Time must be paid in full by the 10th of the month following the current month

Section 4. Other Assessments

Other Assessments which the Board of Directors may properly declare shall be paid in full immediately upon notification, or at a schedule to be set by the Board of Directors.

Section 5. Suspension for Financial Delinquency

Any Member who has not paid their financial obligations on a current basis, is subject to suspension upon notification by any member of the Board of Directors.

Section 6. Purchases in the Club Name

No Member shall be authorized to make any purchases in the name of the Club except by order or approval of the Board of Directors. Bill submitted by reimbursement shall be approved by the Treasurer or the Board of Directors.

Section 7. Members Liability for Damages

In the event of damage to Club aircraft or other equipment, the scheduling Member is responsible for the aircraft, equipment, hangar and its contents, during the entire time the member is in possession of the airplane and is liable for any damages. In the event that two Active Members are operating the aircraft together, the PIC at the time of the incident will be responsible. Members are responsible for servicing the aircraft with proper fuel and oil, and for the proper storage and protection of the aircraft while in their possession.

Section 8. Insurance

Members are responsible for carrying their own renter insurance policy with a minimum of \$60,000 hull coverage. The scheduling Member's insurance policy shall be the primary insurance and will be responsible to the maximum provided for in the Member's policy for any damage incurred or any cost incurred due the use of the aircraft, before club insurance shall be used.

The Board of Directors shall provide for an umbrella insurance policy on all airplanes protecting the club against liability for catastrophic loss to aircraft or club equipment or in the event that damages or responsibility to make whole exceed the limitations on the Members insurance policy.

Every Member shall be responsible for the safe operation and care of Club equipment, including operating the airplanes within FAA, Manufacturer or Club defined limits. In addition, every Member will be expected to conduct themselves in a cooperative and friendly manner, both when dealing with other Club Members, Board Members, and in dealings with the general public where any identification with the Club is apparent. Disregard of these responsibilities or expectations is grounds for termination.

Article VII. Finances

Section 1. General

It is the responsibility of the Board of Directors to maintain the club on a financially stable, self-supporting basis. No officer of member can obligate the club except as provided by these By-Laws. The Board of Directors shall have the authority to pursue reimbursement of any unpaid obligations to the club by any member, past or present, through legal remedies or arbitration. No moneys or assets of the club may be distributed among or to any of the members of the club except upon dissolution or as otherwise provided by these By-Laws.

Section 2. Financial Authority

- (a) The Treasurer of the club shall have authority to obligate or expend club funds for normal operating cost up to \$1000.00 for any one time expenditures.
- (b) The Board of Directors will approve all expenditures of the club above \$1000.00 for normal operating cost or the benefit of the club.

Section 3. Insurance

The Board of Directors shall provide for and umbrella insurance policy on all airplanes protecting the club against liability for personal injury or property damage to third persons, and providing hull insurance on club aircraft. Member Insurance will be the primary insurance policy against damage or injury with the club policy secondary.

Section 4. Damage to club property

- (a) In the event of damage to club property, the Board of Directors shall make a prompt and thorough investigation of the incident, and shall determine the cause and extent of damage. If the damage was caused by (i) negligence, (ii) violation of any Federal Air Regulation, and/or (iii) any rule of the club, the member responsible and their rental insurance policy shall be liable for said damages.
- (b) In the event a member found to be at fault, they will be 100% responsible for all damages and liability. The member shall use their insurance as the primary insurance. In the event the member or the member insurance refuses to pay the said damages, the balance to the repair shall be taken from the club treasury, and action will be taken to recover the amount from the member and their insurance.
- (c) Members causing damages not covered by insurance shall be held responsible for all costs resulting from said damage. In the event of member causing damage to aircraft covered by insurance, member shall be responsible for insurance deductibles. For any incident/accident

resulting from gross negligence by member or damage caused by fuel starvation due to pilot negligence or misjudgment member shall be responsible for all costs irrespective of insurance coverage.

Section 5. Monthly Charges

The Treasurer shall, on or before the 25th day of each month, make available to each member a statement of the dues for the following month and any charges incurred by the member in the current month. In the event the amount shown on said statement is not paid on or before the tenth day of the following month the members flying privileges will be suspended and the following procedure shall apply:

- (a) The Treasurer will be responsible for communicating to the club member stating that flying privileges have been suspended, the amount the member has outstanding, and the period under consideration.
- (b) The Treasurer will be responsible for notifying the club President and Chief Pilot of the action taken in subparagraph (a) above.
- (c) The Chief Pilot will be responsible for placing in the scheduling system a list of those members delinquent in payment resulting in loss of flying privileges.
- (d) The delinquent member's membership automatically becomes revoked if payment has not been received by the 30th of the month following notification of flying suspension. Notification of this action will be submitted to the delinquent member by the club President.
- (g) The delinquent member will be reinstated with all club privileges after receipt and bank clearance for all outstanding funds, provided same is received prior to the last day of the second delinquent month.
- (h) The Board of Directors is hereby empowered and authorized to make an exception in delinquency cases where investigation shows circumstances, which in the Board's opinion, are extenuating.

Article VII. Membership

Members who have withdrawn in good standing may rejoin by paying the appropriate Initiation fee and first months' dues, subject to the Board of Directors' approval. The Board of Directors may limit the acceptance of new members at any time.

Fees for flight time will be billed to the members' account. Flight time is to be paid along with monthly dues to the club. All payments will be required to be made through the flight scheduling system.

Members may have their membership terminated for reasonable cause by the Board of Directors at any time. The board may, at its sole discretion, chose whether to waive dues or other member liabilities. After reconciling the member's account, any un-waived remainder remains due to the club after termination and until valid payment is received.

Article VIII. Dissolution of the club

Section 1. Procedure

A proposal to dissolve the club must be submitted in writing to a regular monthly meeting and must bear the signatures of not less 75% of the active membership. If said proposal is in proper order, the Board of Directors shall direct the Secretary to furnish a copy of the proposal, together with a written ballot, to each active member by mail not less than fifteen (15) days before the next regular monthly meeting. Members may cast their ballots by delivery to the secretary at or before the next regular meeting, and need not by present at the meeting to vote. The ballots shall be counted at said meeting. The proposal shall be adopted if approved by three-fourths (3/4) of the active members.

Section 2. Liquidation

Upon dissolution, the Board of Directors shall be designated as trustees, and shall marshal all assets of the club, liquidate the same by sale at fair market value, and from said proceeds pay all debts and obligations of the club. Any money remaining after payment of debts and obligations shall be distributed equally among the active members.

Article IX: Flight Operations

Section 1: Fees & Charges

The Board of Directors shall fix hourly rates for each airplane owned or leased by the club. Aircraft rates shall be based on Tach hour reading. The club will furnish all oil. Members are responsible to for paying for their own fuel and refueling the aircraft after each flight according to the refuel policy of each aircraft.

Section 2: Scheduling

- (a) No member may fly any airplane unless they have a valid reservation and are scheduled to do so.
- (b) Members are requested to coordinate with members or club officers for reservations over 7 days.
- (c) RESERVED
- (d) For the purposes of this section, the "weekend" shall be defined as 18:00 on Friday through 18:00 on Sunday.
- (e) There shall be no exceptions to the scheduling rules without the express permission of the Board of Directors.

Section 3: Qualifications

All club members or CFIs/CFIIs must satisfactorily accomplish a checkout flight given by a club instructor for each club airplane, regardless of experience, certificates or ratings. Specifics for the club checkout procedures can be found in the club Standard Operating Procedures.

Section 4: Responsibility

The club member who is Pilot in Command of a club aircraft is fully responsible for and required to see that the aircraft is operated in strict compliance with Federal Air Regulations, Federal Communication Commission regulations, the provisions of the operating manual of the aircraft, these rules and By-Laws, the Standard Operating Procedures, local field regulations and good flying practices.

Section 5: Accident Reports

The member acting as pilot in command of the airplane shall make a written report of all aircraft accidents, violation charges, and incidents in which the aircraft has been operated not in accordance with its operations manual, to the Chief Pilot within forty-eight (48) hours after the occurrence. Incidents of operation other than as provided in the operation manual shall also be noted in the aircraft logbook.

Section 6: Authorized Airports

Except in case of emergency, club aircraft shall be landed at and operated only from public or private airports appearing on current sectional charts and where landings or other operations are not otherwise restricted. Further details are provided in the Standard Operating Procedures.

Section 7: Standard Operating Procedures

Where as not specifically noted in the By-Laws, the Standard Operating Procedures specify the rules and regulations for operating club aircraft in all circumstances and should be considered the primary reference for members.

Standard Operating Procedures

INTRODUCTION

The following Standard Operating Procedures (SOPs) are adopted by the Board of Directors of the Club, pursuant to Article VI, Section 1 of the By-Laws of the Club. These Procedures are intended as a guide to a minimum standard of courtesy and flying safety and do not excuse or condone any careless, thoughtless, or unsafe procedure or flying practice.

STUDENT PILOTS should take special note of items marked with a star *. Items so marked apply to operations by student pilots. All Club Members (student pilots and certificated pilots) are responsible for adhering to Procedures not specifically marked.

SCHEDULING OF CLUB AIRCRAFT

1. Primary and Back-Up reservations

Prior to any flight, Members must enter the intended flight into the Club's official scheduling system. No member may use an aircraft without a primary reservation. The member may schedule an aircraft as back-up. Only one back-up may be scheduled by each member.

2. Members are Responsible for Their Own Scheduling of Aircraft

Members may only schedule aircraft for themselves when they will be acting as the Pilot in Command (PIC). Any Board Member shall have discretion to resolve any scheduling abuses, conflicts, disagreements, etc. and is specifically charged with the maintenance of orderly scheduling for the maximum benefit of all. If a scheduling change is made by one of these persons, an email of explanation shall be sent for the affected parties. With the exception noted in SOPs I.4 and I.5a below, no other person may make changes to the schedule affecting other than him/herself.

3. Changes to Schedule

The Chief Pilot or any Board Member shall have discretion to resolve any scheduling abuses, conflicts, disagreements, etc. and is specifically charged with the maintenance of orderly scheduling for the maximum benefit of all. If a scheduling change is made by one of these persons, a note of explanation shall be left for the affected parties.

4. Flight Cancellations

The scheduling member may cancel primary reservations at any time. An aircraft's schedule may also be cancelled by an instructor, Board Member or other designated person if required maintenance or inspection is due.

5. Scheduling Restrictions

For reasons of fair access to Club aircraft, the following restrictions apply:

a) Only One Aircraft per Time Period. No member may schedule more than one aircraft per time period. From time to time the club, with Board approval, may wish to block out multiple aircraft for a special event.

- b) Weekend and Length Limitations. An aircraft may never be scheduled for more than 7 consecutive days.
- c) Schedule Only Aircraft in Which Member Is Checked Out. Scheduling of an aircraft for other than training flights prior to the completion of required Club checkouts is prohibited.
- d) Restrictions Apply to Use. The above restrictions apply not only to scheduling, but to actual use as well.
- e) Additional Restrictions as Necessary. The Board may impose extra scheduling restrictions on aircraft from time to time.

6. Scheduling Abuses

Members are requested not to speculate on aircraft usage and should not schedule unless each scheduled period is fully intended to be flown. "No shows" where weather is not a clear prohibiting factor could be treated as a scheduling abuse and disciplinary action may be taken.

7. Scheduling by Suspended Members

Suspended Members forfeit all privileges of Membership. This includes flying and scheduling privileges, and the Member forfeits all existing aircraft reservations.

8. No-Shows

When a Member is late taking a scheduled aircraft, and has not informed anyone of the delay, the following guidelines apply. If the aircraft has been scheduled and that Member is more than 30-minutes late, it will be assumed that she/he is not going to use the scheduled time, and another Member may schedule and use the aircraft. The Member wanting to assume the reservation must contact a Board Member to add reservation.

9. Notification of Inability to Return Aircraft by Scheduled Time

In the event that weather, mechanical, or other unforeseen difficulties prevent a Member from returning to Denton Regional Airport within 10 minutes of the time for which the aircraft had been scheduled to return, the Member flying the aircraft will contact the Chief Pilot or a Board Member with full details. If the plane is returned more than 10 minutes late, the late member maybe subject to disciplinary action and potential suspension from the club. Voicemail or recorded messages may not be used as notification. Phone contact is required as soon as practical, but must be made on the same day. A Member is responsible for an aircraft until it is returned to its home base. Under no circumstances may a Member leave an aircraft elsewhere without first securing specific permission to do so from a member of the Board.

CHECK-OUT PROCEDURES AND EXPECTATIONS

1. Club Checkouts

A member who holds a private pilot or higher certificate with an airplane rating may act as pilot-incommand of a Club airplane only if all the following conditions are met:

Conditions for Pilot-In Command.

- a) The Member must have satisfactorily completed a Club Checkout in the model of airplane to be flown. Except airplane owners whom are exempt to perform annual check-outs on their own aircraft. Owners must conduct a Club Checkout on other Club aircraft if intending to use them.
- b) Within the preceding 6 calendar months, the Member must have satisfactorily completed a Club Proficiency Check in the airplane to be flown or have flown the aircraft for at least 1 hour within any 6 calendar month period. Notwithstanding the prior sentence, if a Member obtains his or her Private Pilot Certificate in a Club aircraft, the requirement for a Club Checkout in such make and model of Club aircraft will be measured from the date of the Member's check ride.
- e) Stipulations of Club Checkout. A Club Checkout must be conducted in a Club airplane by a Club Flight Instructor. It may serve as the flight portion of the FAR- required Flight Review. The Club Instructor conducting the check shall attest that each member can safely operate the aircraft.
- f) Each member must complete a Club Checkout in the specific airplane they wish to fly. A Club Checkout is not transferable from one aircraft to another.

2. Checkout Policy for Club Instructors

The Board owns the responsibility of determining how many Club Instructors are needed for new member check-outs and recurrent check-outs. New club instructors are expected to obtain checkouts in the Club's four- seat and six-seat fixed-gear airplanes. They will receive an Instructor Checkout by the Chief Pilot to ensure the applying CFI is able to successfully evaluate the ability of a member to safely operate club aircraft. The determination of who is qualified to serve as a Club Instructor is at the sole discretion of the Chief Pilot. The Chief Pilot may revoke Club Instructor status at anytime to maintain the safety of the club.

3. Role of Club Checkout Instructors

The role of Club Checkout Instructor is to serve as the final check and vote that a new member or current member operates the aircraft in a manner consistent with the expectations of the Aerovalley Flying Club. The role of Club Checkout Instructor is not to be confused with Free-Lance CFI and the Club is not responsible for Free-Lance CFI's. Free-Lance CFI's are club members who have their CFI license and conduct CFI training with club members. Student Pilot training must be approved by the Board and the Free-Lance CFI must have Commercial Insurance to cover for the Student Pilot. Club CFI must receive a check-out in each aircraft to be Checkout Instructors.

4. Only Qualified Members Fly Club Aircraft

No Member may permit a non-Member to fly a Club aircraft or permit a Member not qualified in a particular aircraft type to fly an aircraft of that type while it is in his/her custody.

5. Fly from Right Seat Only if Authorized

No Member may take off or land a Club aircraft from the right seat unless she/he is a Club Flight Instructor or has been authorized to do so by the Chief Pilot.

6. No FAR Violations

The Club adopts and enforces all Federal Aviation Regulations (FARs) and local field practices. It is each Member's responsibility to assure that no FARs are violated and that no local rules are ignored while a Club aircraft is in his/her custody.

7. No Flight Within 12 Hours of Alcohol Consumption

No Club Member shall perform any pilot duties in any aircraft within 12 hours after consuming any quantity of alcohol.

*8. Students Can Not Carry Passengers

No student pilot may operate a Club aircraft with anyone else aboard other than a Club Flight Instructor.

*9. Recency Requirement for Student Solo

Student pilots who have not logged one hour of solo flight time within the preceding 30 days may not solo in Club aircraft until additional dual instruction by a Club Flight Instructor has been completed.

10. Recency Requirement for All Pilots

Any pilot who has not logged one hour of flight time within 6 calendar months must receive a Club Checkout by a Club Flight Instructor before flying Club aircraft.

*11. Pre-Solo Standardization Flight

Pre-solo standardization flights with the Chief Pilot or his/her designee are mandatory for all Club primary student pilots.

12. Medical Certificate Requirements

All members are required to maintain the minimum medical requirements as defined by 14 CFR § 61.23 - Medical certificates.

III. RECORDING FLIGHT TIME, TRANSACTIONS WITH THE CLUB

1. Immediate Recording of Tach Time

Members are required to record all Tach time immediately before and after each flight in Flight Circle, even if the plane never left the ground, and to do so accurately and legibly. Time sheets provided for this purpose are kept in each aircraft. Tach meter elapsed time is to be recorded. When the meter rests between numbers the next higher number is to be used.

2. Immediate Completion of Aircraft Check-In Procedure

Upon the termination of each flight, Members are required to check-in the plane by using the check-in process in FlightCircle accurately representing the completed flight. Transaction slips are provided by the Club as a backup and should only be used if FlightCircle is inoperative.

3. Club Transactions

All transactions between a Member and the Club involving money, merchandise, flight time, or reimbursement MUST be entered using Flight Circle via note and follow up with Club Treasurer.

4. Failure to Appropriately Complete a Transaction

Failure of a Member to appropriately complete a transaction or to do so inaccurately may result in disciplinary action.

5. Responsibility for Aircraft Charges

All charges (tie-downs, landing fees, etc.) incurred away from base airport will be paid for by the Member. Oil purchases will be credited to the Member's account upon presentation of appropriate receipts attached to a transaction slip.

The member is responsible for the cost of any actual Tachometer time. Should the flight be terminated early due to mechanical or any other reason, the member is still responsible for the cost of the time reflected by the Tach meter.

6. Minimum Daily Rental Charge

There are currently no minimum daily rental charges. It has been the spirit of the club to offer an affordable solution to aircraft access for pilots. This is subject to change if scheduling abuses are deemed by the Board of Directors to have become a problem.

7. Responsibility for Costs Incurred in Returning Club Aircraft to Base

Members are expected to cooperate in facilitating the repair and return of Club aircraft to base. Expenses incurred by Members due to maintenance problems will not be reimbursed unless authorized in advance by a Club President. Expenses incurred by Members due to weather delays will not be reimbursed. If delayed by weather, it is expected that the Member will arrange to have the aircraft returned to base as soon as weather permits. If the Member is unable to personally return the aircraft, the Member is responsible for all costs associated with having the aircraft returned to base in a timely manner.

8. No Smoking Policy

Club pilots will not smoke or vape while inside any Club aircraft, inside the Club building, or within 50 feet of a Club aircraft or the Club building and will see to it that their passengers or guests observe the same rule. This is intended to promote fire safety, to preserve gyroscopic instruments from damage due to smoke particles, to protect aircraft interiors, and as a courtesy to other aircraft users.

9. Pet Carrying Policy

The board realizes that from time to time some club members may wish to carry pets in Club aircraft. In order to maintain safety for all passengers in the aircraft, all pets must be confined in an appropriate pet carrier and the carrier must be stowed securely in the aircraft. Members wishing to carry pets must send an email to the Owner.

The pilot in command member will be responsible for any damage or soiling caused by a pet in a Club aircraft. Members will use the provided vacuum in the hangar for pet cleaning. Owners retain the right to obtain professional cleaning and charge the renting member for fees incurred.

10. Aircraft Cleaning

All aircraft shall be cleaned before returning aircraft back to the schedule. Cleaning shall include windshield, leading edges (wings, elevator and pylon), nose cowling and wheel pants; it will also

include wiping off seats, vacuuming the floor and removing all trash. Before taking aircraft out the member will fill out the Dispatch Form and annotate any cleanliness discrepancies.

11. Squawks Procedures

All aircraft shall be inspected before dispatching aircraft. Damages must be recorded via Flight Circle notes and we recommend that pictures be taken and sent to a Board Member prior to flying the aircraft. Pictures with damages received by a Board Member after aircraft has been flown will be the responsibility of the renting member.

IV. FLIGHT PLANNING AND WEATHER MINIMA

1. Navigation Charts Required for all Non-Local Flights

For all flights away from the immediate airport traffic area or the practice area, the pilot must have the appropriate navigation charts for the area of flight.

2. Weight and Balance

Overloading of aircraft is prohibited. It is the responsibility of each Member to know and abide by the authorized loading requirements and weight-and- balance limits of the aircraft to be flown.

3. Fuel Reserves

One hour of fuel reserve is required for both local and cross-country flights in Club aircraft. No flight in a Club aircraft may be initiated where preflight planning would indicate that less than one hour of fuel (at normal cruise settings) would remain in the tanks upon arrival at the destination or the alternate via the destination, if an alternate is required. Landing with less than one hour of fuel on board may result in disciplinary action. On cross-country flights, all pilots are required to perform en-route calculations to determine actual ground speed and fuel consumption to ensure that Club fuel reserve requirements will be met upon landing, i.e., no pilot may fly into fuel reserves.

4. Student Fuel Reserves

Primary Student pilots may not initiate a flight in a Club aircraft where preflight planning would indicate any landing with less than 1/2 full tanks.

5. Primary Student Solo Cross-Country Requirements

For all cross-country student solo flights, a student pilot must:

- a) have specific written permission from a Club Flight Instructor for that particular flight;
- b) file an FAA flight plan;
- c) start each leg with full tanks and refuel before 1/2 capacity.

6. Weather Information

Before the initiation of any flight, Members are required to have secured up-to-date weather information covering the proposed route of flight and alternates.

7. Refuel After Flight

(When fuel service is available). Upon return to Denton Regional Airport the pilot shall have the airplane refueled per the guidelines set for each plane. In the absence of a special request by the next pilot scheduled to fly the airplane, standard practice shall be to refuel Cessna 172s, Cessna 182, Cherokee Warrior, Cherokee 180 and Cherokee 6 (in-board tanks only) should be refueled full. This is requested not only to minimize condensation, but also as a courtesy to Members who might depart at hours when fuel is not available at Denton Regional.

(When fuel service is not available). It is the responsibility of each Member to ensure the plane is fueled before the next flight. There are no acceptable excuses for not ensuring the plane is refueled. Not refueling a plane after a flight is grounds for disciplinary action and possible membership suspension. In the event that the next flight will occur before fuel service will become available, it is the responsibility of the Member returning the plane to seek alternate fuel options at the closest airport available. If a plane is returned to the club hangars without refueling, the Member MUST contact the Member at Large via phone from 8am through 10pm or text message outside of these hours.

8. Practice Area

Unless the Chief Pilot or the Board designates otherwise, the Club "practice area" shall operate only in VFR conditions and shall be defined as the airspace below 4,000 feet MSL bounded East by KDTO to KFTW down to KCTP, South by KCT to KETN, West by KETN to KRPH and North by KRPH to 21F to KLUD to KDTO.

Student pilots should be familiar with these boundaries and should be aware that the 177-degree radial of I-DTO Localizer (109.1) and a minimum safe altitude of 4000 MSL and the Regional Approach Frequency of 118.1 to the Denton Regional Airport. When lost maintain VFR tune direct to 109.1, contact Regional Approach and climb to 4000. When in IMC tune direct to 109.1, contact Regional Approach and climb to 4000.

9. Written Permission Required for Student Solo Flight

No student solo flights, in particular night student solo flights, are to be made without written permission and supervision of a Club Flight Instructor. Blanket permission for student solo flying within the practice area must be in writing from a Club Instructor and appropriately logged. Instructors must also make a specific written log entry for blanket permission to fly to DFW. Otherwise blanket permission to leave the practice area will not be issued.

10. Primary Student Weather Minima

No student pilot may make any solo flight in a Club aircraft without first obtaining current weather for TTA and the forecast weather from the Flight Service Station (FSS) (1-800WX- BRIEF) and observing the following weather minima current at TTA:

For flights in the TTA traffic pattern: 2,000 foot ceiling and 5 miles visibility;

For practice area flights: 3,000 foot ceiling and 5 miles visibility;

For cross-country flights: 4,000 foot ceiling and greater than 6 miles visibility current and predicted at all destinations;

Ceiling Visibility

Traffic Pattern 2000' 5 miles Practice Area 3000' 5 miles Cross Country 4000' >6 miles

For all student solo flights: No crosswind component exceeding 6 knots and winds or gusts above 15 knots on the runway to be used will be permitted without specific logbook endorsement for different wind limits.

11. Student Night Solo Restrictions

Student pilot night solo flying may be done only after written permission from a Club Flight Instructor has been secured.

V. DISPATCH, INSPECTIONS OF AIR- CRAFT, REPORTING OF DISCREPANCIES, AND ACCIDENT POLICY AND PROCEDURES

1. Preflight Checks

a) Dispatch

Dispatch of aircraft will be done at the scheduled time to inform the rest of the users the aircraft is in the stewardship of the scheduler. The following steps will be taken to dispatch:

- I. Select time blocked on FlightCircle.
- II. Depress the dispatch option, cancel or edit.
- III. By dispatching you will be required to confirm squawks and any message the Board deems necessary. This acknowledgement serves as proof of the conditions of the aircraft and serves as proof of the message acknowledged.
- IV. The Tachometer time will also be required to dispatch the aircraft. Any discrepancies with the tachometer not resolved prior to dispatch will result in dispatch member responsible for the discrepancy.
- V. The member will also fill out a pre-flight dispatch form and place it inside the provided metal box of the respective hanger. This form will capture any pre-flight discrepancies noted by the member and the overall condition of the aircraft, if needed. Complaints about cleanliness and or damages found will be addressed by including the notes written on the dispatch forms previous to the one in question.

b) Preflight Inspection

Members who are to act as Pilot-in Command of a Club aircraft are required to carefully and methodically make a preflight inspection of the aircraft. If a discrepancy is discovered which would in any way compromise the safety of the intended flight or be in violation or FARs if flown, the

aircraft may not be flown. The Pilot In Command Club Member accepts complete responsibility for assuring that the aircraft for the proposed flight is airworthy, legal, and safe in all regards.

c) Logbooks

Aircraft maintenance log books are available for inspection, and should be used by the Pilot In Command to verify that proper maintenance has been accomplished. The deferred maintenance status of the aircraft must be checked in the "squawk book" maintained in the Club building and the flight must not be initiated if any item would compromise safety with regard to the pilot's experience level and skill.

d) Engine Run-Up

The flight must not be initiated unless an engine run-up indicates that the engine is running properly and developing full power at takeoff and all required associated systems are operating normally. All flight instruments which are required for the flight must be checked and operating normally.

e) Member Responsibility for Airworthiness

By initiating a flight in a Club aircraft, the pilot is declaring that he/she has complied with the provisions of this Standard Operating Procedure (paragraphs 1.(a) through 1.(c)) and has inspected the aircraft (per Club Flight Standards paragraph 3, "Preflight Inspection") and accepts full responsibility for the airworthiness of the aircraft and that it is safe for the intended flight.

2. Post-Flight Tie Down

Upon completion of any flight not terminating at KDTO, Members are responsible for assuring that the aircraft is properly tied down with gust locks, wheel chocks, tie down lines and window shades or aircraft cover in place. When returning to KDTO, Members are required to return the planes to the appropriate hangar. Members are responsible to familiarize themselves as to which hangers are rented by the Club and to be sure that only those hangers are used. When away from KDTO, Members must insure availability of hangers or unless remaining with aircraft overnight. Damage to the airplane while tied down or in a hangar during the members reservation will be the responsibility of the member.

3. Squawking Airworthiness Discrepancies

If a discrepancy is noticed, either by inspection or while using an aircraft, it is required that the discrepancy be noted in FlightCircle If the discrepancy is of such a nature that the safety of the flight would in any way be compromised (especially for a relatively inexperienced student pilot) notes should be made in an obvious fashion on the aircraft time sheet, the squawk book, and the status display Board, and the Club Maintenance Director or Chief Pilot shall be notified immediately.

4. Aircraft Repairs Must Be Authorized by a Member of the Board of Directors

No repairs are to be permitted on any Club aircraft without specific approval from the owner of the aircraft or a Member of the Board. This policy also applies to any repair which might appear to be needed while the aircraft is away from Raleigh Executive on a cross-country flight. Repairs permitted by a Member without such authorization are his/her financial responsibility unless the Board authorizes reimbursement. All such repairs must be noted in the aircraft engine or airframe

logbook and must be performed by or directly supervised by a certified A&P mechanic. Adding oil or brake fluid, checking tire pressure, servicing the battery, and tightening cowl fasteners are not considered repairs. Under no circumstances should a Member leave an aircraft away from Raleigh Executive without having first contacted a Board Member.

5. Accident Policy

All members should be familiar with the Club policy regarding accidents or incidents involving Club aircraft. Club Accident policy is to accomplish all actions required by safety considerations and to comply with all legal responsibilities as required.

6. Accident or Incident Procedure

The following procedures are the basic actions which must be taken in case of an accident or incident involving Club aircraft.

- a) Secure the aircraft.
- b) Administer first aid if immediately necessary.
- c) Notify local authorities only if required.
- d) Notify Club Board Member (Always required.)
- e) Assist Club Board Member in notifying the FAA and/or National Transportation Safety Board (NTSB) if required.
- f) Make no statements to anyone other than Club officials regarding an accident or incident unless legally required to do so.

7. FAA Inquiries

In the event that a representative of the FAA or other government agency requests information regarding the pilot of a Club aircraft, the Club will disclose to the representative the: name, telephone number, address, and e-mail address for the pilot shown on the schedule as having custody of the aircraft at the time in question. The person making this disclosure will also indicate that under Club policy, the person who scheduled the aircraft was not necessarily the pilot in command of the aircraft in question, for example, if multiple Club pilots were flying together. Such disclosures shall only be made by a Club Officer, the Chief Pilot, or legal counsel representing the Club. Each member by scheduling a Club aircraft consents to such disclosures. The Club will notify the member that it has disclosed this information to the government agency, unless in the opinion of the person making the disclosure that this is not permitted by law. If a Club member, not an Officer or Chief Pilot, receives an inquiry from the FAA or other government agency regarding the pilot of a Club aircraft, he or she will take a message from the representative and refer the matter to a Club Officer or the Chief Pilot.

VI. AUTHORIZED USE OF CLUB AIRCRAFT

1. No Use of Club Aircraft for Commercial Purposes

Club aircraft shall not be used by Members for commercial purposes. No Member may offer transportation for a profit, although a Member may accept reimbursement for actual flight costs if used in connection with his/her business. Particular care must be taken that any flying of Club aircraft cannot be construed as a charter operation or a commercial service.

2. Landings Only at Airports

Except in an actual emergency, no landings shall be made on any area not recognized as an airport (i.e. listed on charts, having hangars, having other aircraft based there, having a wind indicator, or other such indications of regular use as an airport) unless specific approval has been secured from the Board or the Chief Pilot in advance.

3. No Emergency Landing Practice Below 500' AGL

No emergency landing procedure practice initiated or terminated below

500 feet AGL is authorized while flying Club aircraft solo. The engine must be cleared every 30 seconds during such practice. Simulated emergency landing practice at night is not authorized unless conducted with a Club Flight Instructor at a lighted airport. Such practice must be completed above 500 feet AGL unless on final approach on the extended runway centerline and a VASI is present which indicates that the aircraft is at or above the glide slope. (Refer to Club Flight Standards.)

4. No Acrobatic Maneuvers

No acrobatic maneuver, including spins, is authorized unless accompanied by a Club Flight Instructor and as part of a pre-arranged training sequence. In no case shall a Club aircraft be used for any maneuver prohibited by its Airworthiness certification or the Pilot Operating Handbook / Owners Handbook.

5. Radical Bank or Pitch Maneuver Restrictions

No steep turns, stalls, spins, minimum controllable airspeed (Vmc) or any maneuver which exceeds 45-degree bank or 20-degree pitch may be initiated which would result in return to straight-and-level flight at an altitude below 2000 feet AGL.

6. Low Flight Restrictions

Except for the purposes of takeoff or landing or conducting a published instrument approach, or for dual instruction with a Club flight instructor of a maneuver which is part of a training curriculum, or practice of simulated emergency landings (see SOP VI-3), Club aircraft shall not be flown less than 1,000 feet AGL or less than 1,000 feet above the highest obstruction within 1 nm of the flight path. Specific prohibitions include, but are not limited to flight below these minimum altitudes for photography, ground observation, signaling, or "buzzing." When practicing ground reference maneuvers, no building, dwelling, or vehicle may be used as a reference nor may the altitude be less than 1,000 feet above the highest obstruction within 1 nm. (Caution must be exercised with regard to obstacles, towers, power lines, and high terrain; and a vigilant traffic scan maintained.)

7. Runway Length Requirements

Landing on a runway shorter than 2,500 feet is prohibited in Club aircraft unless specific permission has been granted by the Chief Pilot or the Board of Directors. Should either published

Club policy or the owner's manual for a particular aircraft state a longer minimum runway length requirement that will be the minimum allowed runway length for that aircraft.

8. Unpaved Runway Restrictions

Landings and takeoffs on unpaved or grass runways may be made only after careful visual inspection or after specifically consulting competent authorities regarding the current condition of the field. The Club's Aircraft may only be landed at airports with hard surface runways. Approval on a case by case basis will be granted with prior training and coordination.

9. Formation Flight

Unless otherwise specifically approved by the Chief Pilot or the Board, close formation flight in Club aircraft is strictly prohibited. Flying in trail is permitted (as for the approach to Oshkosh for the annual Fly-In), but only when all of the following conditions are met:

- a) A pre-flight briefing must be held on the ground, at which time agreement shall be made on the following items: 1) Exact route, altitude and speed to be flown by the lead aircraft; 2) The order of aircraft in trail behind one another; 3) The radio frequency which all pilots will use; 4) Exact procedure each following pilot will use to break off the formation if visual contact with the preceding aircraft is lost.
- b) In no case shall aircraft follow at less than 300 feet in-trail separation to the rear of the preceding aircraft, regardless of the amount of lateral separation.

10. Flights outside the United States

Flights by the club aircraft outside the contiguous 48 continental United States ("International Flight") are only permitted when authorized by the Board of Directors. A member may request authorization for an International Flight, which the board may authorize after consultation with the Member and the Club's insurance carrier, the aircraft owner as well as considering such other factors as the Board may deem appropriate. The Board may impose conditions on approval, such as the Member pay incremental cost of insurance coverage.

VII. INSTRUCTING IN CLUB AIRCRAFT: INSTRUCTIONAL POLICIES AND FEES

1. Flight Instruction Given Only by Active Club Flight Instructors

- a) No person may give flight instruction in a Club aircraft unless she/he is a certificated Flight Instructor with a current rating and has been approved and designated as a Club Flight Instructor by the Board. Such approval and designation may be withdrawn by the Board at any time.
- b) The Chief Pilot may nominate a CFI as a Club Flight Instructor for the Board of Directors to approve with a majority vote.
- c) Using guidelines set by the Board of Directors and subject to their review, the Chief Pilot will establish the status of Club Instructors as Active or Inactive. Only Active Instructors may give Check-Outs in Club aircraft.
- d) The approval and status of all Club Instructors will be reviewed from time to time by the Board of Directors.

e) Club Instructors are not employees of the Club but are members who function as independent contractors when giving instruction.

2. Active Club Flight Instructor Status

- a) Club Instructors may be placed on active status by the Board or by the Chief Pilot subject to Board review.
- b) The Chief Pilot or a Board member may suspend the instructing privileges of a Club Flight Instructor at any time for any cause; suspensions will be resolved as soon as possible and may require consideration by the Board.

3. Flight Instruction Only to Club Members

No Member may give flight instruction in a Club aircraft to a non- Member.

4. Flight Instruction Received Only from Club Flight Instructors

No Member shall receive flight instruction in Club aircraft from a flight instructor except those designated as a Club Flight Instructor unless specific permission is granted by the Chief Pilot or the Board.

5. Exceptions to 4.

If special circumstances require that a Club pilot receive instruction in a Club plane from a certified flight instructor who is not a Club Flight Instructor (such as special clinics or programs), the Board or Chief Pilot may authorize such instruction provided:

- a) The Member is not a student pilot;
- b) The Member acts as pilot in command for the flight(s) involved; and
- c) The approval is for a specific date and place only.

6. Club Instructional Fees

Fees for Check-Outs in Club aircraft shall be set by the Board and shall be collected from the members by the instructors. If a member misses an appointment, she/he may be charged for the scheduled Check-Out time. Instructors' fees are generally expected to include actual instruction time whether in-flight or on the ground.

7. Observance of all Club Instructional Programs and Flight Standards

All Club pilots and instructors are bound to observe Club instructional programs and Club Flight Standards as approved by the Board. Standardization of procedures and minimum levels of proficiency are important policies of the Club.