



## **RULES AND OPERATING PROCEDURES**

### **ARTICLE I – THE CLUB**

1. The North Perry Flying Club is a Florida Limited Liability Company organized for the express purpose of providing its members with access to aircraft for their personal use and enjoyment only. All members of the Club shall comply with all Federal Aviation Regulations, state, airport, and club rules while operating club aircraft.
2. The mission of the club is to promote the camaraderie and fellowship of pilots and provide well-maintained aircraft for members' use at a reasonable cost.
3. The rules and operating procedures for The North Perry Flying Club are outlined within this document. By submitting an application to the Club Manager, applicants acknowledge that they have read, and agree to follow the rules and operating procedures.
4. The Club Manager reserves the right to modify these rules and operating procedures as needed to maintain the safe and efficient operation of the club. Members will be notified of any changes in the club Rules and Operating Procedures.

### **ARTICLE II – CLUB MEMBERSHIP**

1. Membership in the North Perry Flying Club is a voluntary privilege and is contingent upon approval of the application for membership by the Club Manager.
2. Membership in the club is provisional and may be terminated by the Club Manager at any time with or without cause. Any member whose membership in the club is terminated shall, upon return of the aircraft deposit, have no recourse against the Club, the Club Manager, or any of its members.
3. All membership applicants shall provide a completed membership application to the Club Manager for consideration as a Club Member and shall also provide such other documents as requested consistent with the individual's airmen certificate, as well as pay the aircraft security deposit.
  - a. All aircraft security deposits paid by applicants who are not approved for membership shall be returned within 30 days.
  - b. The club will not disclose members' personal information to outside parties except as required by law, in the due course of business (such as for

insurance purposes), or as necessary in the interest of safety. Members are not to disclose the club roster to outside parties or use the roster for any commercial purpose, with the exception of occasional training related announcements, without prior permission of the Club Manager.

4. The applicable initiation fee, security deposit, and current dues must be paid in full before a membership application can be approved.
5. When any member is in default of the payment of dues for 30 days, membership may be terminated by the Club Manager. The Club Manager is authorized to waive the payment of dues for individuals who devote substantial time or resources to Club affairs.
6. A member is eligible to fly Club aircraft only if the membership is valid in all respects.
7. Any member may voluntarily surrender membership in the Club at any time. In the event of voluntary surrender or removal, the Club will refund the membership deposit paid less any unpaid dues, flight time charges or other charges.
8. Club memberships may not be sold or transferred to any third party, or estate.
9. Membership in the club does not denote any ownership interest or equity interest in the club, or club aircraft. Members may not cause the Club to incur any obligation, for maintenance or other services, nor aircraft or equipment, without prior approval of the Club Manager.

### **ARTICLE III – FLIGHT RULES**

1. A member must perform a thorough preflight inspection of the aircraft, including a visual inspection of the fuel quantity, prior to commencing flight. Any damage or discrepancies discovered by a member will be assumed to be the responsibility of the last user unless it has been reported previously to the Club Manager or Director of Maintenance. If a condition is discovered which may affect the airworthiness of the aircraft, the aircraft shall not be flown until cleared by the Director of Maintenance.
2. Each member must ascertain that the airworthiness and registration certificates, appropriate operating limitations information, and operator's manual are in the aircraft prior to commencing the flight.
3. All aircraft operating limitations must be observed. Aerobatic maneuvers are prohibited, except those, which are permissible under the operating limitations when the aircraft is operated in the utility category.
4. Flight plans must be filed with the FAA for flights over sparsely populated areas; mountainous, wooded, or desert terrain; or for extended overwater flight; and for all student solo cross-country flights in excess of fifty (50) miles.
5. Each member must have flown a check ride with a qualified and approved instructor during the preceding 12 months, subject to the following:
  - a. A pilot not having flown Club aircraft within a three (3) month period must take a check ride with a qualified and approved flight instructor.
  - b. A pilot qualified and approved to fly more than one type of aircraft in the club will take the annual check ride in the heaviest/fastest of such aircraft and the

- check ride will qualify the pilot to fly all other aircraft in which he/she has been approved to fly. The ranking of the Club's aircraft for this paragraph will be determined by the Club Manager if applicable.
- c. The check ride will include maneuvers and procedures appropriate to the aircraft flown and the pilot certificate held.
  - d. Other specialized aircraft may be subject to additional rules.
6. Members using Club aircraft for Instrument Flight Rules (IFR) flights must have had an instrument proficiency check during the past 12 months with a qualified and approved flight instructor.
  7. Members with less than one hundred (100) hours shall not fly Club aircraft when weather conditions are less than 2000 feet ceiling and 3 miles visibility or when the surface winds exceed 15 miles per hour.
  8. Except in emergencies, Club aircraft shall be flown from and landed on airfields approved by the club. As a guideline these are generally hard-surfaced runways in good condition with suitable length and width for the proposed operation.
  9. Club aircraft may not be used to give flight instruction to anyone except Club members without prior approval of the Club Manager.

#### **ARTICLE IV – AIRCRAFT CARE AND MAINTENANCE**

1. Upon completion of a flight, the pilot must tidy up the aircraft. Waste paper and extra charts (a sectional chart for the local area may be kept in the aircraft) will be removed, seat belts will be straightened, etc.
2. Refueling of the aircraft should be completed at the end of a flight unless other arrangements have been made.
3. Check and follow the procedures for shutdown and securing the aircraft at the completion of all flights. This includes properly securing the aircraft with tie downs and securing the aircraft cover if one is provided.
4. No member (except the Director of Maintenance or his designee) may perform any maintenance on Club aircraft, other than preflight inspection, without authorization from the Director of Maintenance or Club Manager.
5. Report any maintenance issues to the Club Manager as soon as practicable so that they may be addressed in a timely manner. If an issue is a safety issue or affects the airworthiness of an aircraft, it should also be reported to the Director of Maintenance.
6. Owner maintenance items (such as cleaning the windshield for better visibility, replacing blown fuses, checking and inflating tires to proper pressure, etc.) may be performed by club members as needed. If an owner maintenance item is discovered and not corrected by the member, it should be reported to the Club Manager to be addressed. These items should not be reported to the Director of Maintenance.

#### **ARTICLE V – SCHEDULING**

1. Weekend and holiday\* reservations: Only one (1) pending reservation that includes a weekend day or holiday is permitted at any given time. A second reservation that includes a weekend day or holiday may be entered only after

the first weekend day or holiday reservation has been flown off or canceled. A single reservation means any reservation of any length of time. \*Holidays include New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and the following Friday, and Christmas Day.

2. Weekday reservations: Only three (3) reservations that include a weekday are permitted at any given time. A fourth reservation that includes a weekday may be entered only after a prior weekday reservation has been flown off or canceled. A single reservation means any reservation of any length of time.
3. General rules
  - a. Same day exception: If an aircraft is available for the current day, a member may schedule it for that day only without jeopardizing any future schedules.
  - b. Owners' exemption: The owners of an aircraft have made a significant investment in the plane and the club. Therefore, they are exempt from the reservation policy. They have shown a willingness to be flexible on a repeating schedule, and are open to requests for a change in their schedule.
  - c. Use of stand-by schedule: All members are encouraged to submit standby reservations. In the case of a canceled flight, they will be notified of the aircraft's availability.
  - d. Multi-day trips are subject to a two-hour per day minimum.
  - e. Multi-day "local" trips with limited hours planned are discouraged. When possible, the club will work with the member to ferry the plane back during the time the plane would not be used.
  - f. Reserving a plane for multiple days in order to ensure "as-needed" availability will not be permitted.
4. Violation of reservation policy
  - a. Any reservation violating this policy may be immediately stricken by the Club Manager.
5. Aircraft may be scheduled in the members area of the club's website [www.northperryflyingclub.com](http://www.northperryflyingclub.com).
6. Reserve only the time in which you will be using the aircraft.
7. Reservation times are valid for 30 minutes after the time of initial reservation. After the 30-minute period, the reservation lapses and the reservation is forfeited.
8. If the aircraft cannot be returned at the time stated in the schedule, update the schedule. Notify any other members affected by the change.
9. If a member is unable to keep a reservation or arrives back early from a flight, the schedule should be updated so as to allow the aircraft to be used by other members.

## **ARTICLE VI – INSURANCE**

1. Liability: All club aircraft are included in a policy that includes liability protection for the club and its individual members that arise out of the ownership, maintenance, or use of a club aircraft. Such coverage will include protection for club members who are liable for the injuries to another passenger

or bystander club member. Coverage limits are to be determined by the Club Manager, and availability of coverage. Individual pilots/club members are not protected for their own injuries. AOPA members may purchase life insurance and/or accidental-death-and-dismemberment coverage at their own and separate expense. The insurance company will allow for inactive or social members without charge, subject to reasonable restrictions. Club members are required to provide accurate and current flight hours, as well as dates of recent flight reviews and renewal of airman medical certification.

2. Hull: All club aircraft to be insured against loss or damage as determined to be necessary by the legal owner of the aircraft.
3. Director's and Officer's Liability: The Club Manager(s) may desire to purchase a separate (non-aviation) policy called Director's and Officer's Liability Insurance. This coverage, usually called D&O, provides protection for the officers of the club (or the organization itself) for defense costs or losses that result from alleged wrongful acts in their capacity as club officers.
4. The club aircraft policy will include limited coverage for damage to rented or leased hangar facilities.
5. Medical Payments: Insurance to include medical payments for medical, surgical, and dental services.
6. Policy Territory: To include U.S., Canada, Mexico, Bahamas, Central America, and Islands of the West Indies
7. Damage to Aircraft: Damage to any aircraft shall be promptly reported to the Club Manager or the Director of Maintenance. Members are directly responsible for the safe operation of any aircraft under their control. All aircraft are to be operated in accordance with the applicable Federal Aviation Regulations, the operating limitations of the aircraft as set forth by the manufacturer and Club Operational Rules. In the event of damage to a Club aircraft, its engine or equipment, which damage is proximately caused by an act or omission of a Club member, such member shall be liable for the damage sustained and may be assessed the uninsured, non-reimbursable cost of repair or replacement.
8. Gross Negligence or Willful Damage: If any member is found to have caused loss, damage, destruction, or injury to the Club or its aircraft, engines, or equipment through gross negligence or willful violation of any regulation or rule of the Federal Government, any state or the Club or while under the influence of drugs, alcohol or other substances, the member or the member's estate will be held liable for all such loss, damage, or destruction.

## **ARTICLE VII – INITIAL FEE AND MONTHLY DUES**

1. All members are required to pay the application fee and security deposit upon application to join the Club along with the first month's dues. Monthly dues are intended to cover fixed costs of the club whereas the flight time rates are intended to cover operational costs including short and long-term maintenance. The Club Manager may change monthly dues and aircraft hourly rates to reflect operational costs and financial needs of the Club on an as needed basis. Current rates are depicted in Appendix A.

2. Monthly dues are assessed in advance at the beginning of every month and are included with a statement of the previous months flying time. Any member whose unpaid balance is carried forward past the 5<sup>th</sup> day of the calendar month is classified as past due. The flying privileges will be suspended for any member who is past due until the current balance is paid in full.
3. In the event of unusual or extreme circumstances, the Club Manager is authorized to levy special assessments on the membership for the purpose of meeting such situations.
4. The Club Manager may waive or reduce the monthly dues of any member based on service rendered to the club or in extenuating circumstances. The Club Manager may also waive or reduce the membership deposit.

#### **ARTICLE VIII – ACCOUNTING PRACTICES AND EXPENDITURES**

1. Monthly statements to members: A statement shall be sent via email on the 30<sup>th</sup> day of each month to all members who have incurred charges payable to the club as of the time of preparation of the statement.
2. Dues, flying time, other charges, and any previous balance carried forward are required to be received by the club by the 5<sup>th</sup> day of each month. Statements not paid by the 10<sup>th</sup> of each month will incur a charge of 1.5% per month on the unpaid balance. The flying privileges will be suspended for any member who is past due until the current balance is paid in full. Failure to pay may result in termination of club membership.

#### **ARTICLE IX – DETERMINATION OF DUES AND AIRCRAFT HOURLY RATES**

1. Monthly dues shall be computed so as to cover anticipated fixed expenses, future aircraft purchases and upgrades, a base amount to cover annual inspections, and reserves.
2. Flight time hourly rates shall be “wet rates” (fuel included) and shall be set based on anticipated expenses and flight time including the following:
  - a. Anticipated flight time.
  - b. Anticipated routine maintenance expense and adjustments for past maintenance costs.
  - c. Escrow for engine, propeller, and other time-between-overhaul based expenses.
  - d. Anticipated annual inspection cost in excess of the base amount covered under the monthly dues calculation.
  - e. Insurance in excess of the base amount covered under the monthly dues calculation.
  - f. Aircraft purchase-related or upgrade-related expenses in excess of the base amount covered under the monthly dues calculation.
3. The formulas for monthly dues and aircraft flight time hourly rates, assumptions of all variable factors and estimated costs, and the resultant calculated dues and rates shall be available to any club member upon request.

## **ARTICLE X – REPORTING TIME AND EXPENSES**

1. All flight time will be reported from the Hobbs meter in each aircraft based on each 1/10<sup>th</sup> of an hour that the aircraft is operated with the engine running. If at least half of the next 1/10th digit is displayed, that number is to be used as the ending time. Discrepancies should be noted in the flight log kept in each aircraft. If the Hobbs meter is inoperative or not installed in the aircraft, the tachometer shall be used to report time of total operation. The use of tachometer time to report time of operation will be adjusted for billing purposes based on historic ratios between Hobbs and tachometer. A factor of 1.20 will be applied to the tachometer to convert to Hobbs time.
2. Upon completion of a flight, actual flight time must be added to your reservation. Indicate the starting and ending readings of the Hobbs/Tachometer for the scheduled flight in the fields provided.
3. If a scheduled flight entry at does not have the start and end Hobbs/Tachometer time indicated in the notes field when the monthly flight hours are reviewed, the flight will be billed based on the reservation times indicated, or based on the Hobbs/Tachometer times indicated in the reservations immediately before and after said flight, whichever is greater.
4. All maintenance squawks should be reported to the Club Manager in writing via email or on the clubs website. If the aircraft is unfit for flight, contact the Director of Maintenance or General Club Manager immediately, and alert any members that have reserved the aircraft within the next 24 hours.

## **APPENDIX A – CURRENT RATES**

Effective: February 1, 2022

Member Application Fee	\$199.00
Aircraft Security Deposit	\$0.00
Monthly Dues	\$59.00
N20PG Hourly Rate (wet)	\$105.00 per hour
Fuel Credit Reimbursement	\$5.00 per gallon