

MEMBER REGULATIONS

"It takes team work to make the dream work" Version 5.1 Last Updated 02/16/2011

The following are the membership regulations of the West Valley Flying Club, Inc. ("the Club"), a California non-profit corporation. Changes or additions to these regulations may be announced from time to time by the Board of Directors and published in the Club Newsletter. The Club expects each member to be familiar with, and abide by, all Club regulations. Any member, who violates these Member Regulations, or any applicable parts of the Federal Aviation Regulations, is subject to penalty or loss of membership.

GENERAL

The purpose of the Club is to rent well-maintained aircraft and provide first-class flight instruction to its members. Only Club members may act as Pilot-In-Command, receive flight instruction, or otherwise operate Club aircraft. Only FAA Certificated Flight Instructors who are also Club members and have been authorized in writing by the Club Management and the Chief Pilot may give flight instruction in Club aircraft. The Club does not rent aircraft nor provide flight instruction to the general public.

For the convenience of members, there are three ways to participate in the Club: Regular membership, Associate membership, and Family membership. Regular members enjoy full Club privileges including those flight operations for which they are qualified and approved. Associate members participate in the Club social and educational activities, use the front desk for scheduling, and maintain member level access to WVFC websites, but do not have flight privileges. A Regular member can cycle multiple times from Regular to Associate and back again. Family memberships pay ½ of the primary member's club dues. Family members have the same privileges as the primary account holder's membership status. (Family Regular, or Family Associate), Club CFI's must maintain Regular member status in order to instruct in Club aircraft. Members having their aircraft maintained by WVFC must also maintain a regular membership.

APPLICATION & TERMINATION

Applicants for membership will be charged an application fee and last months dues, an additional security deposit may be required. The Board of Directors sets the amount of the application fee and security deposit. The application fee may be waived at the discretion of the General Manager.

Members wishing to terminate their membership in the Club must send written notification to the Accounting Department on or before the last day of the month in which they wish to terminate. Once the member's last month's dues and security deposit have been credited towards the final balance, any amount owed will continue to accrue interest and late penalties until the balance has been paid in full. Any refund due upon termination will be credited to the members' credit card, if applicable, or a check will be mailed.

SCHEDULING

To schedule an aircraft the pilot must be a Regular member in good standing. Prior to operating a Club aircraft, a member must request a reservation and receive a confirmation. Reservations may be made directly by the member via the club's web based scheduling tool (CASSi), or via the telephone during normal business hours.

For flights outside the local area or overnight, the request should include the destination airport and a contact number where the member may be reached. When scheduling via the Internet, this information can be input in the notes section of the CASSi schedule. For flights over 48 hours and out of state or a new member joining to take an extended flight, the member is required to complete an Extended Rental Request, which must be approved by the Chief Pilot before the flight can be made.

Members who are not current or checked out for aircraft are not allowed to pre-reserve aircraft for solo flight until solo flight privileges has been authorized by the chief-pilot's office.

It is the member's responsibility to determine if an overnight flight satisfies the Club minimum flight time requirements of two hours per 24 hour period on weekdays and three hours per 24 hour period on a weekend. Members will be charged the difference if their flight did not meet the minimums. If the proposed flight will result in aircraft charges of \$2,000 or more, the member may be required to make an advance payment.

Please let the Front Desk know if you will be more than 30 minutes late for your aircraft reservation. Aircraft not dispatched within 30 minutes of the scheduled time may be released to another member.

Members are expected to return the aircraft keys and the key-book to the Club at or before the scheduled return time. Any member who is unable to return on time must inform the Club office. Repeated lateness, other than that caused by weather or mechanical delays may make the member subject to penalty.

The Club must be notified of all flight cancellations regardless of reason (poor weather, illness, etc.). Failure to notify the Club at least 24 hours in advance, (to permit rescheduling of the aircraft), may result loss of CASSi privileges. The Club will not penalize a member for cancellations due to illness or weather

AIRCRAFT CHECKOUT & CURRENCY REQUIREMENTS

Every member must demonstrate his or her knowledge and abilities in the aircraft he or she wishes to fly, to the satisfaction of a designated Club flight instructor. The checkout will consist of, at a minimum, a review of aircraft systems, club rules and procedures, pilots desired use/missions, ground handling, and flight maneuvers for which the aircraft and the pilot are certificated. Some aircraft may require a phase check. Please review WVFC aircraft checkout requirements. For six-passenger aircraft, the checkout will include a demonstration with the aircraft at full gross weight.

A member may be required to submit to a check-ride by a Club flight instructor any time it is deemed necessary by the Chief Pilot or General Manager. Any member may request a review or recheck by a different instructor if the member feels there is a difficulty in completing the required checkout.

To act as Pilot in Command, Pilots must be appropriately certificated, have a current medical and BFR. In order to act as pilot-in-command of a particular Club aircraft a member must log one full hour of flight time and make 3 takeoffs and landings to a full stop in a Club aircraft of the same make and model, or a Club aircraft which the Club has designated as satisfying the currency requirements for that make and model, within the preceding 30, 60 or 90 as outlined in the Club's Aircraft Currency Matrix.

A mountain checkout (or low mountain checkout) will be required for any member who wishes to take a Club aircraft to any airport with an elevation higher than 2,000 ft. MSL, or over mountainous terrain higher than 8,000 ft.

Formation flight in Club airplanes is strictly forbidden unless a waiver is received in writing by the Chief Pilot's or General Manager's office.

FLIGHT OPERATIONS

Members are expected to exercise caution when starting or operating aircraft near other aircraft, vehicles or people. Pilots are held liable for any damages created by prop wash from their aircraft.

Members are requested not to drive or park their vehicles on ramp areas except temporarily to unload baggage. Club aircraft are to be taxied slowly; at a speed no faster that one could still stop with a loss of brakes, on all ramp areas, or at any airport. No member may taxi an aircraft through or into a tiedown. When parking an aircraft the pilot should stop on and parallel to the taxiway centerline and push the aircraft back into the tie-down using a tow bar, if provided. When two moving aircraft are on the same taxiway, and aligned in opposing directions the arriving aircraft is required to shutdown and push back out of the way.

Members are required to plan to land with a minimum of one hour of fuel (assuming cruise flight conditions).

The Club member who has reserved the airplane in CASSi is 100% responsible for all damage to the airplane during the scheduled period. The WVFC insurance policy offers full hull coverage, \$1 million in liability, with a per-seat limitation of \$100,000. A \$3,500 deductible applies for no fault claims and a \$5,000 deductible if the pilot is at fault. West Valley offers a Deductible Waiver Plan, \$125 for 12 months coverage. This Deductible Waiver Plan does not cover excessive wear and tear, which includes but is not limited to: flat spotted tires, dead batteries etc.

Only West Valley approved flight instructors may fly from the right seat, or rear seat of a tandem seat aircraft. Flight Instruction students may apply for a right seat checkout during their instructional period.

No primary student touch-and-goes are allowed in Club aircraft on any runway less than 4000 feet unless accompanied by a Club flight instructor. Touch-and-goes are not permitted at any time in retractable aircraft or aircraft with more than 200 total horsepower, turbo-charged, or which have a placard prohibiting touch-and-goes.

All turbocharged aircraft must be given, at a minimum, a five-minute "cool down" period after exiting the runway.

Intentional spins may only be done in designated airplanes and must be done with an approved Club CFI on board or after the completion of an aerobatics phase check.

All aerobatic maneuvers must be done at or above 3,000'AGL unless a written waiver is given by the Chief Pilot's or General Manager's office.

Except in emergencies, operations on dirt, sod, or gravel runways — or at any airport that is not listed in the Airport/Facility Directory — requires prior approval by the Club Manager or Chief Pilot. Dual flights in any of our primary trainers are allowed to Frazier Lake and Columbia. In addition, it is the responsibility of the member to obtain proper permission from the airport operator/owner prior to using any restricted or private use airport.

The Club strongly encourages all members to file a flight plan with the local Flight Service Station and/or to use ATC flight following for all flights of 100 NM or more.

Commercial use of Club aircraft is not permitted. Members may not conduct "for hire" operations of any kind.

RESPONSIBILITIES

Foremost among the concerns of the Club is that all flight and ground operations be conducted in the safest possible manner. Each member is expected to practice safe and courteous flying consistent with all airport, state and federal aviation regulations. **This includes conforming to local noise abatement procedures.**

The Club strives to maintain its aircraft to higher standards than required by the letter of the law and to therefore provide the membership with well-maintained, airworthy aircraft in compliance with FARs. It is, however, the responsibility of the pilot-in-command to ensure that the aircraft that will be operated are, in fact, airworthy, and meets the member's flight requirements. Members are required to check the MX status of the aircraft prior to every flight. Due to circumstances beyond the control of the Club, such as unforeseen maintenance or the delayed return of an aircraft by another member, there may be occasions where aircraft are removed from service or otherwise made unavailable on short notice. When these situations arise, the Club will do everything possible to provide another aircraft for a scheduled flight, but cannot be held responsible for any inconvenience or expense incurred by the member.

In the event of an accident or incident, resulting in **any** damage to Club aircraft, contact Club staff as soon as practical. Any Club member who is involved in an accident or incident, resulting in any damage to Club aircraft, may not exercise his or her privileges as pilot-in-command in a Club aircraft until he or she has the approval of the Chief Pilot or General Manager. If a Club aircraft is involved in an accident or incident, the pilot-in-command of that aircraft shall be responsible for all costs associated with returning the aircraft to the Club.

It is the member's responsibility to disclose any accident or incident resulting in damage to non-Club aircraft while acting as pilot-in-command.

It is the member's responsibility to return aircraft to the appropriate WVFC facility. If the member is unable to do so, any costs incurred in recovering the aircraft will be charged to the member. These costs may include, but are not limited to, the rental charge for a ferry aircraft and the cost of the ferry pilot.

Members are responsible for any personal costs associated with a flight wherein the aircraft experiences mechanical difficulties; however, the cost of returning the aircraft to the Club will not be charged to the member unless the member is found responsible for the difficulty.

AIRCRAFT CARE

Each member is responsible for Club aircraft in his or her charge at all times and is expected to treat the aircraft with the utmost care. The member is required to report all trouble, malfunctions, or damage to a Club aircraft by both recording it on a discrepancy sheet in the key-book and notifying the front desk (if open) upon return.

Animals are permitted in Club aircraft only if carried in a cage. Members will be charged the full expense for cleaning or damage resulting from the transport of an animal.

Smoking is not permitted at anytime in or near Club aircraft, i.e. on the ramp.

Members will be charged for any damage or abuse not previously squawked. Any aircraft damage found by a member during pre-flight inspection must be entered in the discrepancy sheet and initialed by Club personnel or Club CFI before operating the aircraft. Failure to identify and report previously un-documented significant damage (such as flat spots on tires) will result in the member being charged for the damage. In the case that a member notices a discrepancy after/before office hours, the member must make a note on the discrepancy sheet and notify maintenance either by email, maintenance@wvfc.org or telephone (650)856-2030 Ext. 202. If the discrepancy is not reported prior to engine start, the member may be charged for the damage.

Members are expected to conduct their flight operations in a manner that will allow normal climbs, cruises and descents consistent with careful and considerate operation of the aircraft. In particular, descents from altitude shall be planned in a manner to prevent shock cooling of the aircraft engine due to rapid power reduction. No member may knowingly exceed the operating limitations, or WVFC permitted use of the aircraft except during an emergency.

Off-taxiway operations are prohibited for any reason except aircraft parking. Aircraft operations on gravel or other non-paved areas are to be undertaken with the utmost care and concern for the aircraft and surroundings. Members will be held accountable for the total cost of any damage caused by off-pavement operations, i.e., propeller, paint, cleaning, etc.

At the conclusion of the flight, the aircraft is to be returned to its assigned parking place and properly secured with tie down ropes or chains. All control locks, pitot tube covers, and other aircraft protective devices must be replaced. The aircraft interior is to be left neat and clean with all personal belongings and trash removed. In addition, the aircraft ignition and master switch must be turned off. Failure to properly shut down, secure, and clean the aircraft will result in the appropriate charges.

AIRCRAFT CHARGES

Each member is required to record aircraft or simulator usage in the equipments log. The entry must include the member's number, name, date, and beginning and ending Hobbs and tachometer readings (as appropriate). When entering ending time, if the lowest meter digit has begun to move, the next higher number is to be used. If a member encounters a discrepancy between the previous log entry and the current Hobbs or tachometer reading, it must be reported to the office prior to engine start. If a club CFI is present they will document the difference in the logbooks, and office notification will not be necessary. In the case that a member notices a discrepancy after/before office hours, the member must make a note on the log sheet and notify accounting either by email, accounting@wvfc.org or telephone (650)856-2030 Ext. 302. If the discrepancy is not reported prior to engine start, the member may be charged for the entire time.

If a Club aircraft requires maintenance during a rental flight, the member must obtain approval from the Club prior to authorizing any maintenance work on the aircraft. If such approval cannot be obtained, the member must use his or her best judgment in authorizing work, and may be held accountable for expenses for such work. FAA certificated mechanics or repair stations must do any maintenance work performed on Club aircraft. The member must obtain an invoice and/or statement describing all work performed on the aircraft, including the signature and license number of the mechanic or repair station and a maintenance entry/sticker for the airplane's logbook.

It is the member's responsibility to provide original receipts for gas, oil, or maintenance charges paid directly by the member. The Pilot's Club member number and the aircraft tail number must be included on all receipts. No credit shall be given for receipts submitted more than 60 days after the rental period.

BILLING

Monthly dues are charged to each member whether or not the member made any use of the Club services or aircraft during the month. There is no prorating of dues. All members are required to have a valid credit card on file. All flight charges are due and payable upon completion of the flight. All members must authorize autopayment on the credit card on file. To avoid the credit card on file from being charged, a member must maintain a positive balance through other means.

In the event a credit card charge is decline, a member will be considered past due and may be subject to membership limitations such as suspension of Club flight and scheduling privileges.

Past due accounts are subject to a finance charge of 1.5% per month on the unpaid balance (less any security deposit and last month's dues on account). Members with accounts more than 90 days past due are subject to termination and/or legal action, and will be sent to collections. The member is responsible for all costs incurred in the collection process. Any member whose payment record is unsatisfactory will be required to increase the security deposit with the Club.

Blue Horizons Flying Club Operational Rules

General

- 1. Aircraft provided by the Club are for the exclusive use of its members and their passengers. Members are required to conduct themselves in a manner that is a credit to the Club.
- 2. Only Club Members, FAA designated examiners and those instructors approved by the board, are authorized to pilot Club aircraft.
- 3. A member may use Club aircraft for personal transportation, for training of the member, or the member's pleasure. Club aircraft may not be used for commercial operation as defined by Federal Aviation Regulations. The club objective is to maintain an average ratio of 15 members per aircraft. A member who utilizes club aircraft to the extent that they are impeding other member's ability to utilize the aircraft may have a maximum flight time limit imposed at the discretion of the General Manager or Board of Officers.
- 4. Certificated Flight Instructors approved by the Club are the only individuals who are authorized to give flight instruction in Club aircraft. Instructors are independent contractors and are not provided by the Club.
- 5. Members may pilot only the Club aircraft for which they have received instruction from an Instructor approved by the Club. Additionally, members must satisfactorily complete a check ride with an approved Instructor in an aircraft of the same major model as the aircraft to be flown. Keys to the various aircraft are to be obtained from the Club hanger on Monday evenings, unless other arrangements are made mutually agreeable to the member and the General Manager.
- 6. Club aircraft may be flown solo only by individuals who have a current medical certificate and who have completed a flight review as set forth in FAR 61.56, or by student pilots that have flight instructor authorization for solo operation. Members are reminded that insurance coverage is not available if Club aircraft are flown without an up to date flight review and medical.
- 7. Smoking is not permitted in Club aircraft.
- 8. Members should obtain an Aircraft Flight Manual/Pilot Operating Handbook for each Club aircraft flown. Flight Manuals and POH's may be ordered from the Parts Department of Crow Executive Air.
- 9. Monday evenings from 6:00 until 9:00, are designated as Club Membership Aircraft Maintenance Night. All members are encouraged to attend and learn maintenance practices and procedures for Club aircraft as well as enjoy fellowship with all Club members.

Reservation of Club Aircraft

- 1. No member may fly a Club aircraft without scheduling time for the flight.
- 2. Aircraft may be scheduled at www.aircraftclubs.com. Login information will be provided for each member by the Board of Officers.
- 3. Reserve only the time in which you will be using the aircraft.
- 4. 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.
- 5. If the aircraft cannot be returned at the time stated in the schedule, update the schedule. Notify any other members affected by the change.
- 6. 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.

Reporting Time and Expenses

- 1. All flight time will be reported from the Hobbs meter in each aircraft based on each 1/10th 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, tachometer time may be used to report time of total operation. The use of tachometer time to report time of operation may be adjusted for billing purposes based on historic ratios between Hobbs and tachometer.
- 2. PRINT your name neatly and fill out the flight log form completely. Members who fail to document their flying time or do so in an illegible manner will be assessed a \$10 administrative fee.
- 3. If fuel is purchased a receipt must be obtained to receive fuel credit. The reimbursement policy for fuel purchases will vary from time to time. The current rate for reimbursement is depicted in Appendix A at the end of this section. The receipts should be obtained for purchase of other products, such as oil. Credit will be given for the dollar amount of such purchases. Expense statements must be turned in promptly with the monthly statement for credit. Any maintenance services purchased must have approval of the Club Maintenance Officer or the Club General Manager prior to having the service performed. Any maintenance performed outside of these guidelines could become the financial responsibility of the member who authorized the work.
- 4. All maintenance squawks should be reported in the log kept in the aircraft, followed by notification of the Maintenance Officer or General Manager. If the aircraft is unfit for flight contact the Maintenance Officer or General Manager immediately, and alert any members who had the aircraft reserved within the next 24 hours.
- 5. Check and follow the procedures for shutdown and securing the aircraft at the completion of all flights.

Club Annual Review

All active members, except those using student pilot certificates, are required to complete the Club annual review within the preceding twelve (12) calendar months to be eligible to act as PIC in Club aircraft. The Club annual review is accomplished by completing one of the following:

- 1. Completing the Club annual recurrent training program as set forth in **Exhibit 1**; or
- 2. Passing an FAA check ride for a pilot certificate, rating, or part 135 check, and completing the biographical portion of the club annual recurrent training form as Exhibit 1; or
- 3. Club instructors successfully completing the Club Instructor Proficiency Check (CIPC) and completing the biographical portion of the club annual recurrent training form as Exhibit 1.

Club Instructors

Only FAA Certificated Flight Instructors approved by the board of directors are allowed to provide instruction in Club aircraft. The Safety Officer will recommend and evaluate club instructors to the board.

- 1. The list of approved club instructors is published on the club web site, and is also available from the club general manager.
- 2. Club instructors are prohibited from providing instruction in club aircraft unless both the instructor and pilot are classified as members in good standing.

The club annual recurrent training program and flight review (hereinafter "Club Review") is designed to ensure member pilots are proficient to legally, safely, and properly, operate club aircraft.

The Club Review exceeds the requirements of FAR 61.56. Pilots who successfully complete the Club Review will also receive an endorsement for completion of the flight review of FAR 61.56. This review shall be conducted by a club instructor using club aircraft.

The Club Review shall consist of a minimum of one (1) hour of ground instruction and evaluation of aeronautical knowledge, and a minimum of one (1) hour of flight instruction and evaluation of piloting skill.

Satisfactory performance

Satisfactory performance means that the member pilot has consistently demonstrated aeronautical knowledge and skill that meets or exceeds the standards set forth in this exhibit.

Upon successful completion of the Club Review, the Club instructor shall endorse the pilot's logbook for the completion of the flight review of FAR 61.56 (see AC61-65E for endorsement language), and certify that the pilot has successfully completed the BHFC Club Review of Club By Laws Part B, Exhibit 1 on a specified date in a manner acceptable to the Safety Officer.

The certifying instructor must have given training meeting these requirements in their entirety. Instruction is not transferable between instructors.

Unsatisfactory performance

Unsatisfactory performance means that the member pilot has not yet consistently demonstrated aeronautical knowledge and skill in the areas set forth in this exhibit. Any training should be logged as instruction received in the usual manner. No endorsements are issued for an unsatisfactory performance.

Should a member pilot's performance be disputed, the club Safety Officer shall be the final authority as to resolving the dispute.

Ground Instruction and Evaluation

The member pilot shall demonstrate sufficient aeronautical knowledge of the following areas, appropriate for the class of pilot certificate held (i.e. Private, Commercial, ATP):

- Club By Laws Part B Operating Rules.
- Club By Laws Appendix A.
- Aircraft systems (for each type of aircraft pilot is enabled to fly):
 - o Engine and propeller.
 - o Electrical system.
 - o Vacuum system.
 - o Pitot-static system.
 - Flight controls.
 - o V-Speeds.
 - o Limitations.

- Emergency procedures.
- Special emphasis areas:
 - o Positive aircraft control.
 - o Stall / spin awareness.
 - Collision avoidance.
 - Wake turbulence avoidance.
 - Land and hold short operations.
 - o Runway incursion avoidance.
 - o Controlled flight into terrain.
 - o Aeronautical decision making and risk management
 - o Checklist usage.
- Radio communication procedures.
- FAR Part 61. Sections applicable to maintaining pilot and medical certificates.
- FAR Part 91. Sections pertaining to operations and flight rules.

Flight Instruction and Evaluation

The member pilot shall demonstrate sufficient aeronautical skill in the following areas of operation, appropriate for the class of pilot certificate held (i.e. Private, Commercial, ATP):

- Preflight operations.
- Normal Takeoff and Landing.
- Crosswind takeoff and landing.
- Short field takeoff and landing.
- Soft field takeoff and landing.
- Go-Around / rejected landing.
- Steep turns.
- Maneuvering during slow flight.
- Power Off Stalls (straight and turning):
- Flight by Reference to Instruments:
 - Straight and level flight.
 - o Constant airspeed climbs and descents.
 - o Turns to headings.
 - o Recovery from unusual attitudes.
- Emergency Operations:
 - o Emergency approach and landing.
 - o Emergency descent.
 - o Equipment malfunctions.

Appendix A

Blue Horizons Flying Club Operational Rules

Effective: January 1st, 2013

Monthly Dues

1. Active members: \$125.00

2. Associate members: 50% of active membership

3. Inactive members: \$16.80

Hourly Rates (including fuel)

- 1. Piper Warrior II N8115B: \$84.00
- 2. Cessna 172S N315ME: \$97.00
- 3. Piper Cherokee Six N110CF: \$149.00

"Wet" Reimbursement Rates

1. \$6.00 per gallon AvGas

Requirements to act as PIC in N110CF

- 1. Private, Commercial, or ATP Pilot certificate.
- 2. Minimum of 150 hours total time in aircraft.
- 3. Minimum of 5 hours in type (Piper PA-32).
- 4. Minimum of 1 hour of instruction by a club approved CFI, including 3 takeoffs and landings, at an aircraft weight within 200 pounds of maximum gross weight; may be part of 5 hour requirement in item #3.
- 5. Logbook endorsement by a club-approved CFI.
- 6. Three (3) hours in type within the preceding 6 calendar months, or flight check in type by a club CFI within the preceding 12 calendar months.
- 7. Primary instruction prohibited.
- 8. Minimum of 10 hours in an aircraft with a similar fuel system, subject to instructor's discretion.

The club safety officer may waive any of these requirements that are not mandated by insurance on a case-by-case bas