

# Pompano Beach Flying Club

## OPERATIONAL RULES

### 1. Flight Limitations:

- A. Members of the Pompano Beach Flying Club ("Club") shall observe, abide by and obey all applicable Federal Aviation Regulations, and state, local airport and Club rules. Also, members are additionally limited by the following:
1. No member of the Club shall execute any maneuver that is prohibited or restricted according to the aircraft operations manual.
  2. The aircraft shall be operated only to and from those landing areas that are shown on sectional charts. Operations from other landing areas will be permitted only upon the prior approval of the Board of Directors.
  3. Use of the Club aircraft for commercial purposes is prohibited.
  4. Use of the Club aircraft for charitable purposes is prohibited.
  5. Smoking or the consumption of alcohol by a member or passengers while operating a Club aircraft is strictly prohibited.
  6. No pilot will land any club plane with less than 8 gallons of fuel in a PA28 or 12 gallons of fuel in a PA32.

### 2. Pilot Eligibility:

- A. Only a Club member and Club approved CFI may operate a Club aircraft.
1. An exception to this may be certain maintenance personnel outside of the Club that are insured and provide proof of this insurance to the Club's Maintenance Coordinator.
  2. Outside CFIs may be approved to train club members. All outside CFIs must provide proof of proper non-owned aircraft insurance, must be properly qualified and proficient in PA-28 and PA-32 aircraft, and must receive a checkout and approval from the Chief Pilot. The Board of Directors will determine whether to approve a CFI based on the Chief Pilot's recommendation. Club approved outside CFIs are prohibited from renting/flying club aircraft and may not exercise a vote on club business items.
  3. Club CFIs must be approved by the Chief Pilot and authorized by the Board of Directors prior to conducting any training in a club aircraft. Club approved CFIs are prohibited from training non-members in club airplanes.
- B. A Club member shall be Pilot-In-Command ("PIC") of Club aircraft at all times except club approved CFI.
1. The PIC shall occupy the left front seat unless approved by the Chief Pilot to fly from the right seat. Only a Club approved member or instructor may fly or instruct from the right seat and be PIC.
  2. Authorization to operate a Club aircraft as PIC from other than the normal solo/PIC position will be considered only for members actively engaged in preparation for an Instructor Rating.
  3. Authorization (logbook endorsement) will be given only by a Club approved instructor following demonstrated competence in Club aircraft.
  4. The PIC status of a member during the scheduled period of use must be indisputable. In this regard, a licensed or unlicensed non-member is not permitted to occupy the left front seat.
  5. Student pilots cannot be PIC except during SOLO flight approved and endorsed by their CFI. (The purpose of Pilot Eligibility Rules is to ensure that the responsibility for a Club aircraft as may be determined by FAR would never be with a non-member)
- C. All Flying Club members must meet the following Club Insurance requirements (***flying in violation of these requirements VOIDS the insurance coverage for the Club as well as the operating pilot***)
1. Must be a Club member.
  2. Have a Private, Commercial, or Airline Transport Pilot Certificate with at least Private Pilot privileges for the Airplane, Single Engine Land category and class rating.
  3. Have a current and valid medical certificate

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4. Have satisfied all recurring training and recent flight experience requirements under 14CFR 61.56 and 61.57 and provide the Chief Pilot with copies of appropriate logbook entries showing 61.56 compliance (flight reviews).
  5. Have received a checkout from, and written approval of, a Certified Flight Instructor ("CFI") in the same make and model as the insured aircraft. If checkout is done in lesser size aircraft limitations will be imposed. (The CFI must either be the Club's Chief Pilot or a Club CFI approved by the Club's Chief Pilot)
  6. Additional Requirements to fly the Cherokee 6:
    - a) Have at least 200 hours of total logged flight time;
    - b) Have at least 5 hours logged pilot time in the same make and model as the insured aircraft if the pilot has 25 hours or more in aircraft with horsepower equal to or greater than 210 or;
    - c) Have at least 10 hours logged pilot time in the same make and model as the insured aircraft if the pilot has less than 25 hours logged pilot time in aircraft with horsepower equal to or greater than 210;
    - d) Have at least 3 hours logged pilot time in the same make and model as the insured aircraft in the preceding 180 days, or have taken and passed a currency check-out in the insured aircraft, and written approval from a CFI in the preceding 45 days.

Note: A member may receive dual flight instruction in the insured aircraft from a (Club Member) Certified Flight Instructor to meet these requirements.
- D. Club aircraft may not be flown by members who are on a "NO-FLY" status. No-Fly is defined as those members with accounts that don't have a zero balance by the end of the grace period of 3 days or who do not meet the requirements of section 2C, or section 2E.
- E. Members with less than 250 logged flight hours, who have less than 25 hours in the preceding 12 months, or no flight hours logged within the 180 days before the flight are required by insurance regulations to receive a check-out by the Chief Pilot or a Club CFI prior to acting as PIC for solo flights. The flight time requirement can be met with time logged in ANY aircraft, it is not limited to club aircraft. It is each member's responsibility to ensure compliance with this operating rule, as non-compliance will void the insurance coverage and render the member financially responsible for all liability in the event of an accident or incident.
- F. All club members must fly a minimum of 6 hours in club aircraft per calendar year to remain eligible for scheduling privileges. Members who do not meet this requirement will be placed in "No Fly" status and must complete a check-out flight with a club CFI within 3 months to restore flight privileges. Members who do not complete the check-out will be removed from active status. For club approved/member CFIs, dual time logged while training members in club aircraft, will also satisfy the requirements of section F. New members who join on or after October 1st of a calendar year will not be required to meet the minimum flight time requirement until the following calendar year.
- G. All club members must be in compliance with sections 2-C:3 and 2-C:4 to remain eligible for active status. If a medical certificate or flight review is expired, the member will have 30 days to provide the club with updated documentation, or evidence of a scheduled medical exam/flight review.
- H. Exceptions to sections F and G may be made with the approval of the Board of Directors, on a case by case basis.
- I. Due to increasing restrictions and tightening insurance standards for flying clubs, new members age 75 and older will not be admitted to the club. Existing members who reach age 75 may continue as active members, subject to any additional restrictions that the club's insurer may impose.
- J. All new members will be subject to an initial ninety day probationary period.

### 3. Reservations:

- A. All flying time shall be scheduled in advance of the proposed flight. All flight reservations shall be made using the on-line Schedule Master reservations system or may be adjusted by calling 1-800-414-6114 at Schedule Master. All flights must be reflected in Schedule Master before the start of flight and checkout.

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- B. Any member more than 60 minutes late for his/her appointment shall forfeit the remainder of his/her period to any member desiring it. Prior to taking the plane, every effort should be made to contact the no-show member. Members must update the reservation in Schedule Master when any delays or cancellation occur, one hour in advance. Cancellations or delays due to weather at home base or destination are an exception to this rule. Members who fail to cancel a reservation may incur a fine. Reservations of longer than 4 hours that are not canceled in advance will be billed a minimum of one flight hour.
- C. Trips that are seven (7) days or longer in duration and meet the trip guidelines (see E below) must be approved in advance by the President. The member must e-mail an extended trip request to the President and the Maintenance Coordinator a minimum of two weeks prior to the intended trip. The President will notify the member of final approval or denial based on plane maintenance schedules or other issues.
- D. Members are responsible to schedule planes according to the following trip guidelines (exceptions may be made with Board Approval based on trip circumstances):
  - a. A maximum of 3 advance reservations is allowed at any time for the same pilot. Any single reservation for seven (7) days or more requires that the aircraft, (upon its return) remain available for a like period before the next extended reservation.
  - b. Fourteen (14) consecutive days shall be the maximum single plane reservation. During such a reservation, the remaining aircraft cannot be reserved for more than seven (7) consecutive days.
  - c. Local (i.e. within 50 NM of PMP) overnight/multi-day reservations are prohibited. Upon completion of the local flight, the member must complete post-flight in Schedule Master to return the airplane to service, and a new reservation should be entered for the next flight. The intent is to ensure that if an airplane is on the ground locally, it is available for other members to fly.
  - d. Minimum Tach Time: No minimum tach time is currently being charged for minimum use of the aircraft provided there is an aircraft generally available for use by other members. If any member abuses this privilege and complaints are made by other members, the Board will consider action to be taken. The Board of Directors will consider Minimum Tach Time for an extended trip request.

#### 4. Responsibility:

- A. It is the responsibility of each member to keep his/her account current. We are a pay as you fly club and any amounts due are required to be paid at the end of their Post-Flight. If a member fails to pay any amounts due after a three (3) day grace period, the member is automatically placed on a "NO-FLY" status without any notification by the Club.
- B. Any member who has failed to pay in full by the end of the grace period will incur a late fee of \$50 or 10%, whichever is greater. The member will be reinstated after his or her account is made current, but reservations lost due to the suspension/"NO-FLY" status can only be rescheduled if that time is still available. Additionally, the member is subject to expulsion as outlined in Section 7 B. Any member who is still late going into the next month's cycle, will be removed from active member status. The inactive member may return to active status, at the discretion of the board, upon full payment of any money owed including late fees and subject to availability. Any member who incurs a late fee twice in a 12-month period will be subject to expulsion.
- C. In all cases, whether local or cross-country, it will be the responsibility of the member using the aircraft to make a pre-flight inspection prior to each flight. Complete the preflight in Schedule Master for the aircraft in use.
- D. Any member during pre-flight, who finds an aircraft dirty or with damage is responsible for reporting the dirt or damage and should note this in Schedule Master, under "Resource Info Tab", "Maintenance", "Squawks", "Aircraft".
- E. Problems involving safety of flight or airworthiness must be noted in the aircraft "Squawk" section in Schedule Master. A notice or grounding placard should be placed on the yoke if grounding the aircraft is appropriate.

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- F. All damage or problems entered in Schedule Master must also be reported to the Maintenance Coordinator or one of the Board Members by e-mail or text, at member's earliest convenience. Maintenance issues that could potentially ground an aircraft should be immediately reported to the Maintenance Coordinator.
- G. It is the responsibility of the operating pilot to check the last recorded tach time prior to flight.
- H. After each flight, the member shall leave the aircraft properly secured, with all windows/doors closed/locked and the master switch, ignition, and avionics off. The tie down ropes should be tight and all empty oil containers should be removed and replaced (extra oil is in the box). In addition, the member must leave the aircraft in a clean condition, removing all trash and debris.
- I. After flights to Bahamas or over salt water, the plane needs to be completely hosed down.
- J. After each flight, the member shall conduct a full post-flight check and complete the postflight in Schedule Master including tach times start and end. The aircraft to be placed in its tie-down position unless the next member to fly is on hand to take over.
- K. Each member is responsible for refueling to the tabs and properly securing the aircraft after his or her use of the aircraft. If returning after the fuel facilities are closed, the airplane should be re-fueled using the self-service facilities. If unable to utilize self-service fuel, the member must contact and notify the next scheduled user of the aircraft, and telephone a request to the fuel supplier for fuel on the following morning. Proper refueling is to the tabs and N2921S is fueled to the manual fuel indicator.
- L. Smoking or E-cigarettes is not allowed in any of the Club aircraft or in the Club hangar
- M. Any lost aircraft Key will result in a replacement charge per key.
- N. The keys remain the property of the Club and must be returned to the Board of Directors upon resignation of membership or upon request from the Board of Directors.
- O. Each club member shall make his/her logbook available for review by the Board of Directors upon request by a majority vote by the Board.
- P. Each club member shall report to the Board of Directors immediately any aircraft accident or incident, whether in a club or non-club aircraft; or surrender, suspension, or revocation of their pilot or driver's license, or any arrest or charge for operating an aircraft or motor vehicle under the influence of drugs or alcohol.
- Q. Each member is required to physically attend 3 regular meetings annually or attend club arranged training, wash and wax or any special arrangement at the hangar. Additionally, all members must attend the annual corporation meeting, and any designated Special meetings, or provide a proxy statement. Failure to comply with above attendance requirements will result in suspension of flight privileges.

### 5. Financial Responsibility:

Any loss or damage to a Club aircraft, or any loss or damage that results from the operation of a Club aircraft, will be the financial responsibility of that member who had custody of the aircraft at that time, up to the deductible amount of the Club insurance policy. However, if the loss or damage to the Club aircraft results from a violation which relieves the corporate insurance carrier of liability, then the responsible party shall be liable for the full amount of damage sustained.

### 6. Member Fees (See Attachment "A" for Current Fee Rates):

- A. Members will be charged fees, or receive credits, as prescribed by the Board of Directors for the following-
  - 1. Tach Time
  - 2. Monthly Dues
  - 3. Late Fees, lost keys, cleanliness of aircraft
  - 4. Credits for Fuel "Wet Rate" only and Oil
  - 5. Credits for Maintenance
- B. **Tach Time.** Each member will be charged for aircraft time as indicated by the tachometer on each aircraft flown by that member.

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- C. **Monthly Dues.** Each member will be charged monthly dues as prescribed by the Board of Directors. Dues are due the first (1<sup>st</sup>) of every month; if a member fails to pay any amounts due after a three(3) day grace period, the member is automatically placed on a “NO-FLY” status without any notification by the Club. Effective October 1, 2023, all members must pay dues via “Auto Pay” in Schedule Master.
- D. **Late Fees.** We pay as we fly. A grace period of three (3) days will be given. Each member will be charged a late fee of \$50 or 10% of the amount owed, whichever is greater, if unpaid after the 3-days grace period. Any member who incurs a late fee twice in a 12-month period will be subject to automatic expulsion.
- E. **Lost Keys,** there will be a 10.00 \$ fee for each of the lost keys.
- F. **Aircraft not properly secured including refueling,** there will be a fee for not properly checking in, securing, refueling and cleaning the airplane after flight: 1<sup>st</sup> offense 50.00 \$ fee; 2<sup>nd</sup> offense 100 \$ fee or actual cost to the club (in the event of unplanned maintenance like a dead battery, leaving ELT on, etc.) Upon more than 2 offenses, the member could be expelled by the board.
- G. **Credits for Fuel and Oil.** On cross-country flights all oil and routine service bills, except airport tolls and hanger fees, paid by the member will be deducted from his/her account after such receipts are presented to the Treasurer. Fuel will be reimbursed, as outlined in attachment 1A, when aircraft is rented under a “Wet Rate” based on SheltAir average monthly fuel cost per Gallon.
- H. **Credits for Maintenance.** Any maintenance expenses exceeding \$400 must be approved by the Club’s Maintenance Coordinator, his assistant, or any Club Officer, if practicable. All receipts must indicate the aircraft number, date, service, or fuel/oil itemized and rendering dealer. All authorized maintenance will be credited to the members account (or paid to the member) after receipts are presented to the Treasurer. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. Exceptions will be made for any emergency repairs as deemed necessary by the Maintenance Coordinator or board member.

### 7. Violations and Expulsions:

- A. **Violation of Rules.** A violation of any of the rules by a member renders him/her liable to expulsion, a temporary flight suspension, probation, a monetary fine, or any combination of the above; as determined by the Board of Directors. Expulsion from the Club will be considered in certain cases upon two-thirds vote of Club members present in a “Special Meeting”. Expulsion will be considered for repeated late payments of invoices past the grace period, for use of a club aircraft by members in a No-fly status, or other repeated violations where the member has been found liable at least twice before.
- B. **Automatic Expulsion.** Certain infractions are considered extreme and are grounds for automatic expulsion without a meeting of the Board of Directors or a vote by the Club. These infractions include-
  - 1. Non-payment of all amounts owed to the club which exceed the maximum balance owed as outlined in attachment A4.
  - 2. Use of a club aircraft in violation of the Club’s insurance requirements.
  - 3. FAA rule violation.
- C. **Probationary Expulsion.** Members who are in a probationary status may be subject to expulsion by a majority vote of the Board of Directors.

### 8. Inactive member:

Status may be granted by the Board of Directors upon request by a member when the member will be out of town or unavailable for approximately 6 months or more and desires to leave his equity in the Club. No dues or fees will be charged to an inactive member. An Inactive member may return to active status upon request and will be given priority over other applicants at the time. May also be subject to a club CFI check out per paragraph 2.

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### 9. Actions against club (Legal or Litigation):

Any member who is in any litigation or not in good standing with the club, will not be able to request documentation from the club as a shareholder.

### 10. Aircraft Malfunctions and Weather Delays When Away from Home Base

- A. MEMBER PILOT stranded away from base due to AIRCRAFT MAINTENANCE:** If an airplane must be left at some other airport due to mechanical difficulties, the member must notify the affected pilots who scheduled the airplane after him and the member must notify the maintenance coordinator so the schedule can be modified as appropriate. The affected member may be eligible for reimbursement of a portion of their travel costs as outlined below:
- a. Limitations on reimbursement costs when stranded away from homebase (KPMP):**

Maximum distance from KPMP to be eligible for reimbursement is 400nm and the two airports at Grand Bahama (MYGF, MYGW and Bimini (MYBO, MYBS). Club will absorb cost for transportation and/or provide options to return to KPMP; maximum \$250.00 reimbursement. Exceptions greater than \$250.00 may be considered, based on compelling circumstances, and must be approved by the board.

    - i. Greater than 400nm from KPMP, all pilots are responsible for the out of pocket costs associated with travel/hotel expenses.
    - ii. The member is responsible for the tach time up until the problem and will log the time in Schedule Master.
  - b. Repair Shop Authorization:** Club members may authorize emergency repairs, up to \$400, without pre-approval. All receipts must include the aircraft number, date, service or fuel/oil itemized, and the rendering dealer. The club's Maintenance Coordinator should be contacted as soon as practicable, and ideally, will help the member coordinate repairs.
    - i. Any maintenance expenses exceeding \$400.00 must be approved by the Club's Maintenance Coordinator, his assistant, or any Club Officer, if practicable. All receipts must indicate the aircraft number, date, service, or fuel/oil itemized and rendering dealer.
    - ii. In both instances, the A&P Mechanic completing the work must provide a summary of the work completed along with his/her license number.
  - c. Ferry of Stranded Aircraft:** The CLUB is responsible for getting the airplane home.
    - i. A volunteer may be sought to go and return the aircraft. Airfare, lodging will be paid by the club up to a maximum of \$400.00. Aircraft tach time and fuel costs will all be regarded as Maintenance Flight and fuel receipts credited back to member.
    - ii. A chase plane with Maintenance Coordinator, volunteer pilot(s), (mechanic if needed) may be sought to go and return the aircraft. Airfare, lodging will be paid by the club up to a maximum of \$400.00. (if needed). Aircraft tach time and fuel costs will all be regarded as Maintenance Flight and fuel receipts credited back to members.
    - iii. The Maintenance Coordinator will make the initial plan for ferry, with special circumstances being referred to the Board.

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### B. Weather prevents getting home:

- i. If a return home is delayed due to weather, the member must notify the affected pilots who scheduled the airplane after him and the member must also notify the Maintenance Coordinator so the schedule can be modified as appropriate. The member should make every reasonable effort to return the airplane to PMP at the earliest reasonable opportunity.
- ii. If an airplane has to be left at some other airport due to weather difficulties, the member must notify the affected pilots who scheduled the airplane after him and the member must notify the Maintenance Coordinator so the schedule can be modified as appropriate.
- iii. The member is responsible for the tach time up until the problem and should log the time in Schedule Master. The member is responsible for getting home. The member is also responsible for getting the airplane home. If that cannot be accomplished within a reasonable time period (typically 3 days), the CLUB will assign pilots to recover the airplane with the cost of the chase plane and the stranded plane being billed to the member. There will not be any penalties assessed to the member due to lost availability of the stranded airplane. The board reserves the right to work with the member to coordinate the timing of the airplane's return to PMP by said member. This is done to minimize "get-home-itis."

### 10: Membership Waiting List:

- A. Whenever the club's membership roster has reached the maximum number of active members outlined in these Operational Rules, prospective members will be added to the club's waiting list in the order that their application was received. All prospective members must complete and submit an application in order to be added to the waiting list
- B. Once accepted for membership, the prospective applicant must submit his or her Application Fee within 7 days of being offered a membership, unless a different time frame is approved by a member of the Board of Directors.
- C. Prospective members who are unable to accept a membership at the time it is offered, or who do not make payment within 7 days will be placed back on the waiting list and their membership will be offered to the next prospective member.

### 11. Changes and Amendments:

- A. Changes to, or amendments to these Operational Rules may be approved only by the majority vote of the Board of Directors or by a majority vote of the Club members present at a regular Club meeting.

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### ATTACHMENT "A"

1. Hourly Usage Rate

N47LH & N30877	Piper Archer	\$100.00 per hour dry rate based on tachometer time
N8633E & N7696F	Piper Warrior	\$85.00 per hour dry rate based on tachometer time
N2921S	Piper Cherokee 6-300	\$170.00 per hour dry rate based on tachometer time

2. Fuel purchased by members when renting under a "Wet Rate" will be reimbursed at the rate/gallon the club is charged by SheltAir. Submit your fuel receipt with your payment and your next bill will be credited.

3. Monthly Dues: \$ 195.00 (paid using the "Auto Pay" feature in Schedule Master)

4. Maximum outstanding balance on account, 0\$. We are a pay as you fly club.

5. Late Fees: \$50 or 10% (whichever is greater) if the amount owed to the Club is not received by the 3rd day.

6. New Member Referral Fee. \$100 awarded to a member who refers someone to join the Club.

7. Membership in Club is limited to 16 active members per aircraft. An inactive member is defined as a member who has been granted an inactive status under section 8. The Club's membership may be increased based on the number of inactive members.

8. Membership Fee, non-refundable, is 1199.00\$ plus a 1.00 \$ cost of one share in the club. An individual is considered a member when he or she has submitted a properly prepared Application which meets membership criteria, when the application has been approved by the Board of Directors, and he/she has paid the Membership Fee. When a member withdraws from the Club, the cost of the share will be refunded.

**ABOVE RATES ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF DIRECTORS.**