

Brighton Flying Club, LLC

Operating Rules

May 22, 2019

ARTICLE I – THE CLUB

1. The Brighton Flying Club, LLC (the Club) is a not-for-profit entity partnership organized for the express purpose of providing its members with 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 operating agreement amongst the members of the Club is as follows:
 - a. All members own all property of the organization as equal co-owners.
 - b. All members reserve the right to separately dispose of his share.
 - c. The organization does not jointly sell services or property produced.
3. The Club is constructed as a volunteer-based organization in the desire to keep costs at a minimum.

ARTICLE II – CLUB MEMBERSHIP

1. Membership in the Brighton Flying Club is contingent upon approval of the application for membership by the Board of Directors and such membership may be revoked by the Board of Directors.
2. The Board of Directors shall establish appropriate fees for buy-in, monthly dues and hourly charge for aircraft and update these fees as required to maintain financial viability. Special assessments may be levied against all members if major repairs are required beyond the capability of the club to pay.
3. The applicable buy-in fee, security deposit, and current dues must be paid in full before a membership application can be approved.
4. When any member is in default in the payment of monthly dues or other charges, membership may be terminated by the Board of Directors.
 - a. Default is defined as delinquent in payments beyond 30 days past due.
 - b. While in default, all membership benefits are withheld until payment is complete.
5. A pilot's membership must valid in all respects to be eligible to fly Club aircraft.
6. If a member decides to resign from the Club:
 - a. The member is liable for all dues, fees and assessments until the resignation is finalized

- b. The buy-in fee that was paid in will be returned, less 10%. If the member has been a club member for more than 2 years, the 10% shall not be deducted.
 - c. The member may sell his share to another individual without penalty upon approval of that individual by the Board.
7. Members will be liable for consequences if rules are not followed.
Consequences to be determined by the board based on severity of infraction.

ARTICLE III – BOARD OF DIRECTORS

- 1. The club shall be managed by a Board of Directors (the Board).
- 2. The Board shall consist of at least five (5) club members as follows:
 - a. President
 - b. Secretary/Treasurer
 - c. Director of Maintenance
 - d. Director of Operations
 - e. Director at Large
- 3. There shall be at least one annual membership meeting during the month of May each year. Other meetings shall be held as desired with advanced notice to all members.
- 4. The Board will be selected by a consensus of the Club members.
- 5. The Board shall make day-to-day business decisions for the operation of the Club.
- 6. The Board shall maintain a Business checking account for the purpose of holding club monies and paying required bills. The President and the Secretary/Treasurer shall be able to sign checks.
- 7. The Treasurer shall make available to all members the current status of accounts and an annual report of all monies collected and paid throughout the previous year.

ARTICLE IV – 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 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. After each use, the member must fill out the aircraft log including tach time, Hobbs time and route of flight. Any time fuel is added or purchased a log entry must be made showing aircraft times and location.
6. 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 logged at least 5 hours in any aircraft within a six (6) 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 made by the Director of Operations.
 - c. The check ride will include maneuvers and procedures appropriate to the aircraft flown and the pilot certificate held.
 - d. Any club pilot must comply with all insurance currency requirements before flight. Contact the Club Secretary for details of current requirements.
 - e. Other specialized aircraft may be subject to additional rules.
7. 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. The aircraft must also be qualified for Instrument Flight by FAA rules.
8. Members with less than 200 hours total flight time shall not fly Club aircraft when weather conditions are less than 3000 feet AGL ceiling and 5 miles visibility or when the surface winds exceed 12 miles per hour.
9. 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.
10. Club aircraft may not be used to give flight instruction to anyone except Club members and, upon approval by the Board of Directors, members of their immediate families.

ARTICLE V – 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 should be kept in the aircraft) will be removed, seat belts will be straightened, etc. Any bugs must be cleaned off windshield, propeller and leading edges
2. Refueling of the aircraft should be completed at the end of a flight unless other arrangements have been made. Appropriate levels are listed for each airplane.
3. No member (except the Director of Maintenance) may perform any maintenance on Club aircraft, other than preflight inspection, without authorization from the Director of Maintenance.

ARTICLE VI – SCHEDULING

1. Weekend (Saturday & Sunday) 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 cancelled. 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 two (2) reservations that include a weekday are permitted at any given time. A third reservation that includes a weekday may be entered only after a prior weekday reservation has been flown off or cancelled. 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. Use of stand-by schedule: All members are encouraged to submit standby reservations. In the case of a cancelled flight, they will be notified of the aircraft's availability.
 - c. Multi-day trips are limited to six (6) contiguous days and subject to a two-hour per day minimum charge.
 - d. Multi-day "local" trips with limited hours planned are discouraged. The club will work with the member to ferry the plane back during the time the plane would not be used.
 - e. Reserving for a significant time beyond the actual use will not be tolerated and may be subject to additional charges.
 - 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 board of directors.
- b. Weather or mechanical problem delays shall have no consequences. Members are discouraged from taking risks with poor weather conditions or mechanical problem.

ARTICLE VII – 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 consensus of the club members, 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 to the Club Secretary.
2. Hull: All club aircraft to be insured against loss or damage as determined to be necessary by the consensus of the club.
3. If a Club member is substantially at fault for an insurance claim, he shall be liable for any deductible costs incurred by the Club.
4. Director's and Officer's Liability: The club may 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.
5. The club aircraft policy will include limited coverage for damage to rented or leased hangar facilities.
6. Medical Payments: Insurance shall include medical payments for medical services.
7. Policy Territory: To include U.S., Canada, Bahamas, and Islands of the West Indies