



MEMBERSHIP APPLICATION

Name: _____
(Last) (First) (Middle Initial)

Address (same as CC Billing): _____
(Street) (City & State) (Zip)

Phone Numbers: Home _____ Work: _____ Cell: _____

Email Address: _____ DOB: _____

Drivers License/State: _____ Exp: _____ Country of Citizenship: _____

In case of Emergency, please contact _____ Phone: _____
(Name & Relationship)

1. Pilot Certificate Held: Student CFI Private Commercial ATP None (skip to question 7F/7G.)

2. Pilot Certificate No: _____ Date Issued: _____

3. Ratings on Pilot Certificate: Complex High Perf. Instrument Multi

4. Flight Hrs: Total: _____ Total Multi-Engine: _____ Retractable: _____ Last 90 Days: _____

5. FAA Medical: Class: _____ Expiration Date: _____

6. Date of Last Flight Review: _____ Expiration Date: _____

7. Have you ever been (explain written explanation on reverse for all questions answered 'YES'):

A. Involved in an aircraft accident? Y / N

F. Convicted of drug or alcohol offenses? Y / N

B. Declined aircraft insurance? Y / N

G. Moving violations in the last 3 years? Y / N

C. Penalized or disciplined for violating any FAA regulations? Y / N

D. Suspended or denied membership from any flying club? Y / N

E. Are you flying with any waivers (medical or otherwise)? Y / N

Waiver(s) or Other Explanation(s):

Applicant has read and agrees to be bound by the Club Bylaws, Operating Rules & Procedures and all regulations set forth by the Club.

Applicant Signature: _____ Date: _____

Club Officer Signature: _____ Date: _____



Section A: Agreement

I hereby certify that all the information on this membership form is true to the best of my knowledge. I understand that any falsification shall be grounds for disqualification or forfeiture of my membership. **I have received, read, understand, and agree to abide by the High Sierra Pilots (the "Club") Bylaws and Operational Rules & Procedures.** In particular, I acknowledge that I have read and agree to be bound by Section 6.9 of the Bylaws, which states that I shall be responsible for any damages or abuse to an aircraft that I am using. I also acknowledge that I have read and agree to be bound by Section 6.14 of the Bylaws, which provides that I shall not seek to hold High Sierra Pilots legally responsible for my acts while operating a Club aircraft which results in damages or injuries, whether to myself or others. I further acknowledge that I have read and agree to be bound by Article VI of the Bylaws, which provides that I shall be fiscally responsible for my dues, timely payments and any collection fees.

In the event that any damages are assessed against the Club as a result of my acts or negligence, I shall be solely responsible for the payment of those damages and for any legal fees or costs incurred by the Club in defending itself. As set forth by Article VI in the High Sierra Pilots Bylaws, each member, and their heirs, successors, personal representative and assigns, release, acquit, and covenant not to sue, and shall indemnify, defend, and hold harmless the Club, its officers, directors, agents and employees for any liability, losses, or damages that I or the Club may suffer as a result of an act by, or negligence of, the member while operating a Club aircraft. Each member must acknowledge and agree that he or she is accepting and using any and all Club aircraft in a used, "as is" condition and that the Club does not and has not repaired, reconditioned, or maintained any Club aircraft. Each member must agree to assume all risks, and assumes full responsibility for risk of bodily injury, death or property damage associated with any Club aircraft and not to seek to hold the Club legally responsible for any such defects in Club aircraft before being allowed to use and fly Club aircraft.

Finally, I understand, should I resign from the Club, my resignation notice must be given in writing 30-days prior to leaving the Club and that I will return my club key(s) on or before my resignation date. No dues paid for the month in which the resignation date applies shall be refunded to the member. Membership remains effective until terminated under the terms of this Agreement.

I also agree and understand that:

- A. I will not allow non-members, whether pilots or not, to operate High Sierra Pilots Aircraft because they are not insured through High Sierra Pilots. All flight instructors instructing in Club Aircraft must be authorized by the club owner, Bryan Stewart and/or an authorized club CFI.
- B. I will not operate Club Aircraft if my FAA medical or Flight Review is not current.
- C. I, alone, am personally and financially responsible if I participate in any uninsured operations of Club Aircraft.
- D. I will maintain and promptly notify the Club of any changes to my phone numbers, billing address, email, and credit/debit card(s) information. **Initial here**_____
- E. I will promptly notify High Sierra Pilots if I am involved in an aircraft accident or incident, even if it is not a High Sierra Pilots Aircraft.
- F. I authorize my bank or credit/debit card company/companies to make monthly payments to High Sierra Pilots and post it to my account. **Initial here**_____
- G. I authorize my bank or credit/debit card company/companies to make payments for possible collections for errors or non-payments of flights to High Sierra Pilots and post it to my account. **Initial here**_____
- H. I will promptly and regularly submit updated copies of my Medical Certificate and Flight Review to the Club.

Member's Signature _____ **Date :** ____/____/____

Club Officer's Signature _____ **Name :** _____

Attach copies of your:

- Pilot Certificate, if applicable
- Photo ID
- US Passport/Original Birth Certificate
- Medical Certificate
- Flight Review, if applicable
- Endorsements for complex, high-performance, tail-wheel, etc. if applicable

Section B: Automatic Payment and Credit/Debit Card(s) Guarantee

1. The credit/debit card(s) you provide on this form and/or in Flight Schedule Pro serve as your payment guarantee and is required to enable and maintain your airplane scheduling privileges. High Sierra Pilots will charge your card(s) and email you an invoice for any payment shortages. Any dispute regarding a charge can be handled by the Club Officers. If an error results in an amount owed you, High Sierra Pilots will credit your account balance unless you request a refund check.

2. Monthly Membership Dues are charged to your credit/debit card(s)/bank account. If there is a change in dues you will receive a thirty-day notice by email and a message will be posted in Flight Schedule Pro. Your account will be charged once a month. It is your responsibility to verify that your payment has been made. You are responsible for ensuring your card(s) information remains current or your billing address changes. You are responsible for updating that information. If your bill has not been paid, your scheduling privileges will be automatically suspended until your account is paid in full. If two consecutive dues invoices remain unpaid your membership will be terminated and any past due amounts will be required to reinstate your membership. If you take no action your account may be sent to a collection agency.

BYLAWS OF HIGH SIERRA PILOTS
1151 Airport Road, Minden, NV 89423
Phone: (775) 721-9714

The following are the Bylaws of High Sierra Pilots. The Club expects each member to be familiar with, and abide by, these Bylaws.

ARTICLE I
NAME

- 1.1 Name. The name of this Club shall be High Sierra Pilots, herein referred to as “the Club”.

ARTICLE II
PRINCIPAL OFFICE

- 2.1 Location. The principal office of the Club is located at: 1151 Airport Road, Minden, NV 89423 County of Douglas. The location of the principal office may be changed from time to time. Any change shall be noted by the Secretary, but shall not be considered an amendment of these Bylaws.

ARTICLE III
CLUB PURPOSE AND ACTIVITIES

- 3.1 Purpose. The purpose of the Club is to:
- 3.1.1 promote the training, safety, and security of general aviation within the United States,
 - 3.1.2 to make general aviation accessible to the community and our country,
 - 3.1.3 to provide a diverse fleet of well-maintained aircraft, and to facilitate high quality flight instruction for its members, all at a reasonable cost; and,
 - 3.1.4 any such other activities, properly authorized by the Club, and consistent with these Bylaws.

ARTICLE IV
MEMBERSHIP

- 4.1 Pilot Certificate Required. Applicants for membership must hold or be in the process of obtaining a Pilot Certificate.
- 4.2 Application Procedure. Applicants become full members in good standing once:
- 4.2.1 the Club receives a properly completed membership application,
 - 4.2.2 the Club receives copies of the valid Pilot’s Certificate, Medical Certificate, and any endorsements the member may have
 - 4.2.3 the applicant pays the monthly membership dues; and stays current on all membership dues; insurance fees and required dry bucket of hours; and,
 - 4.2.4 the applicant’s application is approved by the Club Officers.
- 4.3 Flight Restriction. No applicant or full member shall operate any Club aircraft until the applicant or member:
- 4.3.1 receives a safety briefing given by a High Sierra Pilot Club Officer,
 - 4.3.2 satisfactorily completes an interview regarding club operations and the POH, and completes a flight check in a High Sierra Pilots aircraft given by an authorized High Sierra flight instructor (student pilots receiving flight training from such a flight instructor are considered to have fulfilled this requirement); and,
 - 4.3.3 receives a Club aircraft key from an authorized Club designee.

- 4.4 Airplane Lessors as Members. Aircraft owners who lease aircraft to the Club (“Airplane Lessors”) must be members of the Club if they desire to operate their own aircraft and exercise any other privileges of membership.
- 4.5 Applicable Rules. Each member privileged to pilot Club aircraft shall be subject to all Club Bylaws, Operational Rules, and Financial Rules.
- 4.6 Accidents and Incidents. Any member operating a Club aircraft that is involved in an accident or incident resulting in airplane damage, other property damage, or personal injury, shall have their membership reviewed and could be subject to expulsion from the Club, resulting in loss of all membership privileges and monies paid. Re-application of said member shall be subject to timely review by the Club Officers.
- 4.7 Suspension of Membership. Any Club member who operates an airplane in a reckless manner, or is careless with a Club aircraft so that the aircraft is damaged or unfit to fly by the next Club member, or violates these Bylaws, Operational Rules, or Financial Rules, may be suspended for a time period not to exceed 90 days by the Club Officers. The Club Officers may revoke the member’s privileges or fashion other appropriate remedies.
- 4.8 Revocation of Membership. Membership is a privilege and can be revoked at any time by the Club Officers for actions determined by the Club Officers not to be in the best interest of the Club.

ARTICLE V OFFICERS

- 5.1 Officers of the Club. The Officers of the Club shall be a President, a Chief Financial Officer, and a Safety Officer. Any number of offices may be held by the same person.
- 5.2 Appointment of Officers. The Officers of the Club shall be chosen by the Owner of the Club and serve at the pleasure of the Owner. The officers’ terms of office shall begin immediately upon selection and acceptance.
- 5.3 Vacancy in Office. If any office becomes vacant, whether by resignation, removal, or otherwise, the Owner shall appoint a successor for the position.
- 5.4 President. Subject to the control of the Owner, the President of the Club shall supervise, direct, and control the Club’s activities, affairs, and Officers. The President shall preside at all members meetings. The President shall also coordinate and manage the daily operations for Club aircraft at the airport of their responsibility, including, but not limited to, aircraft lease arrangements, collection activities, flight payment deposits, pilot squawks, and monthly aircraft operations work sheets.
- 5.5 Chief Financial Officer. The Chief Financial Officer shall keep and maintain adequate and correct books and accounts of the Club’s assets and transactions. The Chief Financial Officer shall send or cause to be given to the members such financial statements and reports as required to be given by law, by these Bylaws, and shall cause the Club’s tax returns to be timely filed. The Chief Financial Officer shall deposit money and valuables in the name and to the credit of the Club, shall disburse the Club’s funds, shall render an account of all transactions and an account of the financial condition of the Club. The Chief Financial Officer shall keep in a safe place, all new and renewal membership applications, a record of the Club’s members, showing each member’s name, address, telephone number, a copy of their pilot certificate, current medical, and other relevant information, shall assist applicants and members with membership questions, and be primarily responsible for setting up, collecting, and maintaining the Club’s membership records.
- 5.6 Safety Officer. The Safety Officer shall conduct Safety Briefings for new members, mentor new CFIs, assist with Club flight reviews, facilitate CFI safety meetings including meeting topics and

speakers, investigate safety issues, accidents or incidents, enforce Club safety policies, and monitor aircraft operations safety.

- 5.7 Additional Powers. Any Officer shall have such additional or revised powers, duties, and responsibilities as needed or the Bylaws may prescribe.
- 5.8 Compensation and Reimbursement. Officers may receive such compensation for their services, and such reimbursement of expenses, as may be approved by the Owner.
- 5.9 Removal of an Officer. An Officer may be removed from an Officer position, with or without cause, by the Owner.

ARTICLE VI

FISCAL RESPONSIBILITY

- 6.1 Fiscal Year. The Club's fiscal year begins on January 1 and continues until December 31.
- 6.2 Monthly Dues. The monthly dues, sufficient to cover the fixed and administrative costs of Club operation, shall be established by the Club Officers.
- 6.3 Payment of Dues. Dues are charged to members monthly and are automatically charged to members' credit cards/bank accounts. Members are required to keep their credit card/banking information current with the Club.
- 6.4 Refund of Dues. Monthly club dues are non-refundable.
- 6.5 Hourly Flying Rates. The hourly flying rate for each individual aircraft is determined solely by the Aircraft Owner.
- 6.6 Payment for Flying Time. Members shall pay for flying time in advanced of any reservation and those hours only expire if the pilot ceases to be a member, for any reason or fails to pay the dues. All purchased hours are non-refundable. Acceptable forms of payment are credit cards, debit cards or ACH.

If you have special circumstances, such as, deployment, which you believe justifies a refund of fees, you may meet with the owner of the aircraft will decide on a case by case basis.

- 6.7 Collection and Returned Payment Fees. Members may be required to pay a collection fee if they pay with any form of payment that is not honored. The collection fee, initiation fee, reinstatement fees, and all other fees will be in an amount determined by the Club Officers to reasonably reimburse the Club for its expenses and deter further non-payments. The above fees may be reduced or waived by any Club Officer under special circumstances.
- 6.8 Aircraft Insurance. The Club shall maintain a liability and hull insurance policy covering each aircraft, in an amount specified by the aircraft lessor owner and acceptable to the insurance company. Each Basic Member will be responsible for paying \$35 a month in Insurance fees, Frequent Flyer Members insurance fees are included in their membership dues. A copy of the Club's aircraft insurance policy will, at the request of any member, be made available for that member to review. Members are encouraged to read the insurance policy to understand the terms of the coverage.
- 6.9 Member Responsibility for Aircraft Losses. Any damage or abuse to a Club aircraft shall be charged to the member using the aircraft at the time of the damage or abuse, whether or not the member is responsible for the damage or abuse.

- 6.10 Insured Loss. Whenever the Club aircraft insurance policy applies, even when the Club does not file an insurance claim because the loss is less than the deductible amount, the member shall be liable for the amount of the Club's insurance policy deductible as described in subsection 6.11 and the amount of downtime compensation to the aircraft owner as determined in accordance with subsection 6.12 below.
- 6.11 Insurance Deductible. The member shall be liable to the Club for the insurance deductible amount or the entire loss, whichever is less.
- 6.12 Aircraft Downtime. When the aircraft is returned back to service, the member shall be liable to the Club for an amount of \$50 for each and every day the aircraft was out of service for repairs, for a maximum period of thirty (30) days. In turn, the Club shall pay this aircraft downtime compensation to the aircraft owner after a valid insurance claim has been processed or after Club Officer approval. In the event of a total loss, the number of downtime days shall be zero (0).
- 6.13 Uninsured Loss. Whenever the Club aircraft insurance policy does not apply, whether because the damage arises from causes not covered by the policy, because the policy limits have been exceeded, or because the policy has been canceled or voided due to the acts, omissions, negligence, or misconduct of the member, the member shall be liable for the total cost of the loss not covered by the insurance policy, including, but not limited to, compensation for downtime and any decrease in aircraft value due to damage history.
- 6.14 Indemnification and Assumption of Risk. In addition to all other provisions of this Article VI, each member, and their heirs, successors, personal representative and assigns, release, acquit and covenant not to sue, and shall indemnify, defend, and hold harmless the Club, its officers, directors, agents, and employees for any liability, losses, or damages the Club may suffer as a result of an act by, or negligence of, the member while operating a Club aircraft. Each member must agree to assume all risks, and assumes full responsibility for risk of bodily injury, death or property damage associated with any Club aircraft and not to seek to hold the Club legally responsible for any such defects in Club aircraft before being allowed to use and fly Club aircraft.
- 6.15 Attorney Fees. In the event of suit, collection costs and reasonable attorney fees are payable to the prevailing party.

ARTICLE VII

MEMBERSHIP MEETINGS

- 7.1 Meetings. Membership Meetings will be held monthly on a date, time, and place determined by the Club Officers. Each member is required to attend at least quarterly to maintain their standing with the Club.

ARTICLE VIII

AMENDMENTS

- 8.1 Changes. These Bylaws may be amended by the Club Officers at any time.

ARTICLE IX

OPERATIONAL AND FINANCIAL RULES

- 9.1 Operational Rules. Operational Rules deemed necessary for safe and efficient flying operations shall be established, revised, or revoked by the Club Officers.
- 9.2 Financial Rules. Financial Rules, not inconsistent with these Bylaws, deemed necessary for the financially safe and operationally efficient running of the Club shall be established, revised, or revoked by the Club Officers. These Financial Rules may include, but are not necessarily limited

to, the following: minimum liability and hull insurance standards, aircraft rental rates, initiation fees and monthly dues for members, responsibility of members for damage to aircraft, and payment requirements and amounts for fees, dues, and/or aircraft rentals. Should a Financial Rule be found inconsistent with these Bylaws, the Financial Rule shall be nullified and the Bylaw rule applied.

ARTICLE X
INDEMNIFICATION AND INSURANCE

- 10.1 Right of Indemnity. To the full extent permitted by law, the Club shall indemnify its directors, officers, employees and other persons, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any "proceeding," and including an action by or in the right of the Club.
- 10.2 Reimbursement of Expenses. To the full extent permitted by law and except as is otherwise determined by the Club Officers in a specific instance, expenses incurred by a person seeking indemnification under these Bylaws in defending any proceeding covered by these Bylaws shall be reimbursed by the Club after the final disposition of the proceeding.
- 10.3 Insurance. The Club shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees and other agents of the Club, against any liability asserted against or incurred by an officer, director, employee or agent in such capacity or arising out of the officer's, director's, employee's or agent's status as such.

HIGH SIERRA PILOTS OPERATIONAL RULES & PROCEDURES

A. Reserving Flying Time

1. A member may have no more than three (3) separate reservations for aircraft at any one time.
 - Weekdays – You may have up to 3 reservations that occur on weekdays.
 - Weekends – You may have only 1 weekend reservation at a time. (Any reservation that falls on a Friday, Saturday or Sunday is considered a weekend.
2. Late Arrival Forfeiture: If a member fails to arrive for their scheduled reservation time, any other member may over-schedule and fly the aircraft after at least 30 minutes have elapsed since the start of the reservation of the previous member.
3. No-Show Minimum Charges: If a member fails to utilize a reservation and does not cancel after at least 30 minutes have elapsed since the start of the reservation, that member may be charged 1.0 hour of flying time for that aircraft.
4. Minimum Charges: A member is responsible for paying a minimum of 1.0 hour of flying time for each complete 24-hour interval between the start of the reservation and the check-in (post-flight) of the aircraft.
5. Any reservation that extends to an overnight stay will accrue an overnight fee of \$50/night. For example: If you make a reservation from a Tuesday to Thursday your overnight fee would be: 2 nights at \$50/night = \$100.
6. Reservations for flights shall note the FAA or ICAO designation of the intended destination airport(s), or of the aircraft's home field if flying locally only.

B. Flying Regulations

1. No member private pilot or higher, shall operate or instruct in any High Sierra Pilots aircraft unless that member has satisfactorily completed a flight review (per FAR 61.56) within the previous 24 calendar months.
2. Only members in good standing may operate club aircraft.
 - a. Anyone receiving flight training must be a member.
 - b. Flight instructors must be club members or specifically approved by the club if they are providing flight training to members in club aircraft. Such flight instructors must also meet the minimum instructor requirements of these operational rules.
 - c. Flight Instructors must attend a minimum of one (1) High Sierra Pilots Safety Meeting every 3 months. New Member Flight Instructors must attend one such meeting before instructing students.
 - d. Multiengine pilots are required to do 1 phase check every 12-calendar mos.
 - e. Multiengine instructors must complete a phase check every 6 months to instruct in club multiengine aircraft.
3. Members shall comply with all applicable Federal Aviation Regulations when operating club aircraft.
4. If for any reason (weather, maintenance, incident, or accident), a member cannot return an aircraft to its home airport at the scheduled time, the member shall notify the owner and a club officer as soon as possible. The member shall be responsible for the return of said aircraft to its home airport within a reasonable time (A.4 & A.5 above are waived) and shall pay all costs associated with its return.

5. No Members shall affix, or attach any device (such as camera, video equipment) to the external surfaces of any High Sierra Pilots aircraft at any time.
6. 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. If a condition is discovered which may affect the airworthiness of the aircraft, the aircraft shall not be flown until cleared by a Club Officer.
7. 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.
8. Each club member will completely fill out the Aircraft Flight Log, located within the aircraft, at the start and end of each reservation.

C. Operations in Mexico

1. Operations in Mexico can only be conducted in aircraft so designated and then only with specific authorization from the club for each and every trip into Mexico. The member shall comply with all checkout requirements established by the club.

D. Maintenance and Discrepancy Reporting

1. When a member finds a maintenance problem or discrepancy (squawk), that member shall record a complete description on the Operations Log Sheet provided in the aircraft and call High Sierra Pilots to let us know of the issue.
2. It is the duty of any member to ground an aircraft that the member deems to be not airworthy. The member shall affix a red grounding tag to the control wheel of the aircraft, note the discrepancy on the Operations Log Sheet, and shall call High Sierra Pilots. In addition, the appropriate Club Officer shall also be notified when the member grounds an aircraft.
3. If, after engine start, a member is unable to depart in an aircraft due to a maintenance problem, the member does not have to pay for the operation if the aircraft does not get airborne. The member shall log their name and indicate "maintenance" on the Operations Log. In order to waive the charge, the member must provide an accounting of the problem on the Operations Log Sheet. If the aircraft does take off, regardless of how short the flight, the member is responsible for paying for the flight.

E. Fueling/Oil

1. Each member is responsible for all fuel costs. The aircraft needs to be completely refueled at the end of each flight. While the club will provide oil for the airplane it is each club members responsibility to check the oil levels before each flight as well as to calculate the proper oil burn before the flight to make sure that the oil level NEVER falls below the appropriate amount.

F. Pilot and Flight Instructor Requirements

1. A logged, satisfactory flight check signed by a Flight Instructor is required in make and model before a member operates that make and model as pilot in command. Before operating as pilot in command of a High Sierra Pilots aircraft, a member shall also satisfactorily complete the POH Questionnaire given by a Club CFI.