

BYLAWS OF HIGH SIERRA PILOTS
1138 Airport Road, Minden, NV 89423
Phone: (775) 782-9595

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

ARTICLE I

NAME

1.1 Name. The name of this Flying 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: 1138 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 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 US,
- 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, or be supporters of the clubs purposes.

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, proof of Renters Insurance and any endorsements the member may have

4.2.3 the applicant pays the monthly membership dues; and stays current on all membership dues; 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 is granted club membership, 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 briefing on accessing Club aircraft keys 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 be responsible for that damage, or injury, 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 may appoint a successor for the position or assume the responsibilities of that position themselves until such a time as the Owner appoints a successor.
- 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 shall be established by the Club Owner.

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 by the Club 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, cash, or ACH. If you have special circumstances, such as, deployment, which you believe justifies a refund of fees, you may meet with the Club Owner who 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 club member is responsible for carrying and keeping active a Renter's Insurance Policy with the following minimums: Liability Insurance: Each Occurrence \$250,000 each passenger \$25,000 and Liability Insurance for Damage to Non-Owned Aircraft \$60,000. A copy of this policy must be given to the front office and must remain in effect during the life of your club membership.

- 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. Those deductibles are: \$10,000 Not in Motion and \$1,000 In Motion.
- 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.