

## OPERATIONAL RULES AND PROCEDURES FOR HIGH SIERRA PILOTS

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

### MEMBERSHIP REQUIREMENTS

1. Pilot Certificate Required. Applicants for membership must hold or be in the process of obtaining a Pilot Certificate.
2. Application Procedure. Applicants become full members in good standing once:
  - a. the Club receives a properly completed membership application,
  - b. the Club receives copies of a valid Identification, Pilot's Certificate, Medical Certificate, proof of Renters Insurance and any endorsements the member may have
  - c. the applicant pays the monthly membership dues; and required dry bucket of hours; and,
  - d. the applicant's application is approved by the Club.
3. Flight Restriction. No applicant or full member shall operate any Club aircraft until the applicant or member:
  - a. receives an aircraft checkout by a club flight instructor in make and model before member can operate that make and model as pilot in command (student pilots receiving flight training from such a club flight instructor are considered to have fulfilled this requirement); and,
  - b. 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 Pilots Club flight instructor
  - c. receives a briefing on accessing Club aircraft keys from an authorized Club designee.
4. Membership Minimums. Frequent Flyer members are required to have a membership of no less than 3 months. Basic members have no minimum timeframes.
5. 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. A 3.5% technology fee will be applied to all card transactions. ACH transfers funds directly from your bank with no additional fees.
6. Refund of Dues/Buckets. ALL Monthly club dues and Buckets are non-refundable.

7. Pause. Membership may be paused for a minimum of 3 months for a monthly fee of \$35. Flying privileges will be lost, but hours will not expire while the member remains on pause.
8. Payment for Flying Time. Members shall pay for flying time in advance 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.
9. 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 to reasonably reimburse the Club for its expenses and deter further non-payments. The above fees may be reduced or waived by the Club under special circumstances.
10. 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.
11. Applicable Rules. Each member privileged to pilot Club aircraft shall be subject to all Club Rules and Procedures.
12. 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.
13. 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 Rules and Procedures, may be suspended for a time period not to exceed 90 days by the Club. The Club may revoke the member's privileges or fashion other appropriate remedies.
14. Revocation of Membership. Membership is a privilege and can be revoked at any time by the Club for actions determined by the Club not to be in the best interest of the Club.

## **INSURANCE**

15. 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 \$125,000 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.

16. 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.
17. Insured Loss. When any loss/damage takes place, a claim will be submitted to the club members renters insurance on file for the club aircraft and the amount of downtime compensation to the aircraft owner as determined in accordance with section 19 below. The member shall be liable to the club for the loss up to \$60,000 covered on their renter's insurance.
18. Aircraft Downtime. When the aircraft is returned to service, the member shall be liable to the Club for an amount of \$50 for each and everyday 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 approval. In the event of a total loss, the number of downtime days shall be zero (0).
19. Uninsured Loss. Whenever the club members renters 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 his/her renters insurance policy, including, but not limited to, compensation for downtime and any decrease in aircraft value due to damage history.
20. Indemnification and Assumption of Risk. In addition to all other provisions, 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.
21. Attorney Fees. In the event of a suit, collection costs and reasonable attorney fees are payable to the prevailing party.

#### **SAFETY MEETINGS**

22. Meetings. Safety Meetings will be held monthly on a date, time, and place determined by the Club.

Each member is required to attend at least quarterly to maintain their standing with the Club.

### **RESERVATIONS AND FLYING TIME**

23. Reservations. A member may have no more than three (3) separate reservations for aircraft at any one time.
24. 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.
25. 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. If a member cannot cancel the reservation online, they may send an email to the front office or phone the office and let the staff know or leave a voicemail.
26. Overflying Reservations: Any member who overflies their reservation and infringes on a reservation following their reserved time is subject to being charged and additional penalty equal to the time overflowed, and having that time given to the party whose reservation has been infringed. For example: Member A arrives 30 minutes after the end of their reservation and infringes 30 minutes into the following reservation of Member B. Member A would have an additional 30 minutes of time deducted from their account, and that time would be added to Member B's account.
27. Length of Reservations and Hours Flown: Members are expected to fly an amount equal to at least half of the time reserved on the schedule and will be charged accordingly if they do not reach this minimum. For example, if a member schedules a 3-hour block of time in an aircraft, they are expected to fly at least 1.5 hours. This does not apply to overnight flights.
28. Members are expected to check out and check in each flight using the flight scheduling system, and accurately record the Hobbes and Tach time, according to the instruments in each plane. Any discrepancies in the times, any errors in recording the time, and/or any problems with recording the time shall be reported either over the phone or in person to a High Sierra Pilots staff member so they can assist the member in properly recording the time for the flight. To minimize errors, the aircraft should be checked out at the BEGINNING of the flight, not after the flight has been completed.
29. Any reservation that extends to an overnight stay will accrue an overnight fee of \$50/night. For example: If a member makes a reservation from a Tuesday to Thursday the overnight fee would be: 2 nights at \$50/night = \$100.

30. 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.

### **FLYING REGULATIONS**

31. 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.
32. 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, such flight instructors must also meet the club requirements of these operational rules.
  - c. Multiengine pilots are required to do 1 phase check every 12-calendar mos.
  - d. Multiengine instructors must complete a phase check every 6 months to instruct in club multiengine aircraft.
33. No club member will operate a club airplane when the reported wind speeds are 25 knots or greater, including the gust factor (if the reported wind speed is 18 knots, gusting 27 knots, club members will not operate the aircraft) unless they have received prior approval from management, and are working with an club approved instructor who has received the club's permission to conduct high wind training.
34. No club member shall operate club aircraft when the Density Altitude is over 7,900 feet, unless they have satisfactorily completed the club's "High Density Altitude" safety course and have been signed off for high density altitude operations.
35. Members shall comply with all applicable Federal Aviation Regulations when operating club aircraft.
36. 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 club as soon as possible. The member shall be responsible for the return of said aircraft to its home airport within a reasonable time and shall pay all costs associated with its return.
37. 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, without prior approval from management.
38. 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 maintenance.

39. 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.
40. 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 and obtain the appropriate Mexican Insurance.

### **MAINTENANCE AND DISCREPANCY REPORTING**

41. When a member finds a maintenance problem or discrepancy (squawk), that member shall record a complete description for the appropriate aircraft in the flight scheduling system, and either call the office or inform in person a member of the High Sierra Pilots staff to let them know of the issue.
42. It is the duty of any member to ground an aircraft that the member deems to be not airworthy. The member shall note the grounding along with their squawk in the flight scheduling system, and shall call High Sierra Pilots office, or inform in person a member of the High Sierra Pilots staff of the grounding.
43. 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" when checking their reservation in on the flight scheduling system. In order to waive the charge, the member must provide an accounting of the problem or squawk in the flight scheduling system's squawk reporting area. If the aircraft does take off, regardless of how short the flight, the member is responsible for paying for the flight.

### **FUELING/OIL**

44. Each member is responsible for all fuel costs. The aircraft needs to be completely refueled at the end of each flight, according to the fueling requirements of each airplane. If the member has any questions in this regard, they must seek clarification from a High Sierra Pilots staff member, and then complete the fueling process.
45. While the club will provide oil for the airplane, it is each club member's 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.

### **PILOT AND FLIGHT INSTRUCTOR REQUIREMENTS**

46. 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. When necessary, before operating as pilot in command of a High Sierra Pilots aircraft, a member shall also satisfactorily complete any assigned POH Questionnaires provided by a Club approved CFI.

### **AMENDMENTS**

47. Changes. These Rules & Procedures may be amended by the Club Owner at any time.

### **OPERATIONAL RULES**

48. Operational Rules. Operational Rules deemed necessary for safe and efficient flying operations shall be established, revised, or revoked by the Club.
49. Financial Rules. Financial Rules, not inconsistent with these Rules & Procedures, 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.

### **INDEMNIFICATION AND INSURANCE**

50. 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.
51. 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 Rules & Procedures in defending any proceeding covered by these Rules & Procedures shall be reimbursed by the Club after the final disposition of the proceeding.
52. 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.