

**SHORELINE FLYING CLUB BYLAWS
And MEMBERSHIP AGREEMENT
Version 0.3**

The objective of Shoreline Flying Club is to provide excellent aircraft at a minimum rental cost consistent with quality maintenance and a reasonable return on investment for aircraft owners.

The club is, in essence, a form of cooperative and differs from most FBOs and formal flight schools in that it relies heavily on mutual goodwill between management, leaseback owners and members. All aircraft owners are aviation enthusiasts and dialogue between members and owners are both welcomed and encouraged.

Membership

Membership

Shoreline Flying Club requires all Members to maintain a current account with no outstanding balance, adhere to all Shoreline Flying Club Bylaws and Procedures and maintain an up to date personal profile on file with the administration. Shoreline Flying Club reserves the right to refuse membership to anyone.

Operations

Legal Requirements

Members are responsible for ensuring that they are legal to fly (i.e. current medical certificate, BFR and, if carrying passengers, relevant FARs concerning takeoffs and landings and, if IFR, relevant FARs concerning recency). It should be noted that violation of these or any other FARs may invalidate the insurance, leaving the member responsible for aircraft damage as well as any liability claims.

Initial Club Check Outs

An initial check flight will be required of all new members. This may be given by any club approved instructor. It is a good idea to combine this with an initial aircraft check out or a biennial flight review.

Aircraft Operations

The pilot of any Shoreline Flying Club aircraft must be a member in good standing. If the pilot is receiving flight instruction, the flight instructor must be a Shoreline Flying Club member, authorized instructor and be in good standing.

Use of an aircraft for any reason by non-members or those not in good standing is strictly prohibited. Instruction by a non-member or non authorized instructor is strictly prohibited.

Flight Instructor Requirements

Only members holding a current instructor certificate and appropriate ratings may instruct at Shoreline Flying Club.

Student Pilots

Every flight made by a student pilot must be under the supervision of an approved club instructor.

Fuel Reserves

Every flight in a club aircraft **MUST** meet the FAA minimum fuel requirements as delineated in part 61 & 91 of the FARs. Failure to have sufficient fuel on board to meet the FARs is considered gross negligent aircraft operation.

Unimproved Airport Operations

Operations from unimproved runways are prohibited. Club members are encouraged to fly into Frazier Lake with a CFI to experience the joys of operating on a well manicured grass strip. Off airport operations (e.g. highways, fields, etc.) are also prohibited.

High Altitude Airports

Ignorance of the effects of high density altitude on aircraft performance is cited as the cause of many fatal accidents. Therefore, operations at airports having elevations higher than 3,000 feet MSL are prohibited unless the pilot has received a high altitude check out or has previous high altitude experience as certified by pilot logbook entries.

Insurance Requirements

Current insurance requirements are published separately and are also displayed in the office. As these requirements change due to policy and carrier changes, it is the responsibility of each member to ensure personal compliance with the insurance requirements for any particular aircraft. If the member does not satisfy the insurance requirements, the insurance may be invalid and the member is therefore uninsured and personally responsible for all property damage and liability claims.

Dues, Costs and Payments

Payment Procedures

Members are expected to pay for their flights upon completion. This may be done using the following methods:

1. Pay using a PayPal account at the Aircraft/Rentals link on the homepage of the Shoreline Flying Club website. (www.shorelineflyingclub.com)

2. Pay using a credit card at the Aircraft Rentals link on the homepage of the Shoreline Flying Club website. (www.shorelineflyingclub.com)
3. Pay by a personal check or cash and denote such at the Aircraft/Rentals link on the homepage of the Shoreline Flying Club website. (www.shorelineflyingclub.com)

If there is ever an outstanding balance, the Member's fingernails will be ritualistically pulled one by one until he or she agrees to pay the balance due. If after running out of finger nails, the Member opts not to pay, the matter will be turned over to a collection agency. The Club reserves the right to skip pulling fingernails. The Member is also responsible for all collection costs in the event his/her account becomes delinquent. In any case, if a Member has an outstanding balance, the Member will be denied access to aircraft, the scheduling computer and the doors of the facility.

Dues

Shoreline Flying Club does not charge its Members any dues at this time.

Fuel and Oil Purchases

The Member is responsible for checking the oil prior to flight. If the oil level is low, and if the aircraft is located at Palo Alto Airport, the Member must use oil which is provided at the Shoreline Flying Club office. If at an outstation, the Member may purchase and be reimbursed for oil purchases. Fuel and oil receipts must be turned in to the Flying Club office within two weeks of the flight for reimbursement.

Master Switch

Members who leave the master switch on will be gently reminded not to do so again by being assessed a **\$50.00** battery fund fee. Leaving the master switch on frequently ruins the battery, which costs considerably more than **\$50.00** to replace. If it isn't ruined, the cost of removing, recharging and replacing the battery is at least **\$50.00**.

Scheduling

Scheduling of Aircraft

No member may at any time schedule an aircraft for or on behalf of any other member or non-member. Flight instructors are strictly prohibited from scheduling aircraft for their students, other than for a "first flight" with a prospective member.

Minimums

When an aircraft is scheduled for a period of time between 8:00 am and 8:00 pm, the member will be charged for one quarter of the time reserved up to a daily maximum of two hours. There are no minimums between 8 pm and 8 am. An aircraft which is rented for a period of over 24 hours will be charged a minimum of 10% of the time the aircraft is rented. (i.e. 48 hours rental – 4.8 hours hobbs minimum charge)

Mexico and Canada

Aircraft may be taken to Mexico or Canada provided that permission is obtained from the aircraft owner. The Mexican & Canadian authorities require a notarized letter of authorization from the owner in any case. Also, to protect the owners, Members agree when they sign their membership application that, in the event of an aircraft being confiscated by authorities, and the insurance not covering such confiscations, the Member will reimburse the owner for any financial loss incurred. Members who operate club aircraft in Mexico are required to operate only from improved airports. The Member will also be required to provide his or her own insurance while operating in Mexico.

Returning Aircraft on Schedule

Members should be sure to reserve the aircraft for a sufficient length of time to ensure that they return in good time for the next user. If delay is unavoidable, please call the Shoreline Flying Club office at (650) 494-1939, or call Gordon Matthews at (650)279-0154, so the next user can be contacted and save a fruitless journey to the airport. Conversely, if a member returns well ahead of schedule, that user should cancel the remaining time so that another member can use the aircraft. A member who has an aircraft reserved and fails to use or cancel the reservation will be billed one (1) hour flight time on that aircraft OR the actual time scheduled, whichever is less. In case of a reservation which extends over the weekend, cancellation must occur at least twenty four hours prior to the scheduled departure time.

Damage

Broken Aircraft Policy

In the event of accidental damage, the member is responsible for the deductible, \$2500. If the damage is the result of willful violation of club bylaws, a review of the incident will be undertaken by the Shoreline Flying Club Management, and appropriate action will be taken, up to and including expulsion from the club.

Delayed Return and Recovery

In the event of a delay in return from a trip due to weather, mechanical problems caused by member, etc., the member is responsible for ensuring the eventual return of the aircraft to home base. Neither the club nor the aircraft owner can be responsible for expenses incurred by a member as a result of such delay (i.e. hotel, food, transportation, etc.). Members are highly encouraged to call the Shoreline Flying Club office at (650) 494-1939 or Gordon Matthews at (650) 279-0154 in such an event. We will make all attempts to come to get the member and aircraft so that member expenses and schedule disruptions are kept to a minimum. If the aircraft is abandoned and the club has to recover the aircraft, the user is responsible for the expenses incurred unless due to mechanical problems not caused by the member.

Authorization for Repairs

No member may authorize expenditures or otherwise incur financial obligations in the name of the Club except as expressly provided for in these bylaws or other regulations duly promulgated by Club management. Individual members will be reimbursed for any personal expenditure not in excess of two hundred (\$200.00) dollars when such expenditures are for Club aircraft repairs or maintenance necessary to safely complete a flight. In the event that a repair must be made which exceeds two hundred (\$200.00) dollars and which cannot be scheduled by the Club, the Club member must first obtain authorization from either 1) Gordon Matthews (650)279-0154 or 2) Dan Jacobson (408) 829-1043 or 3) a designee of the above individuals. Any repair not preauthorized by one of the above-named persons, and which incurs expenses exceeding two hundred (\$200.00) dollars shall be the personal financial responsibility of the member authorizing the expense.

Incidents and Accidents

All aircraft accidents and certain incidents shall be reviewed by the Club's Management. Management will hold a hearing to ascertain all relevant information required to make a judgment of cause.

Safety Board

A Safety Board may be designated by Management for each aircraft accident or incident involving either a Member of the Club or any Club aircraft, providing such accident or incident resulted in damage to the aircraft. The Safety Board shall consist of five (5) Members who were not involved in the incident/accident.

The Safety Board shall take all steps necessary to ascertain the facts, conditions and circumstances of the incident/accident; shall arrive at conclusions regarding the probable cause and the responsibility for said incident/accident; and shall make known to management, and to all parties involved in the incident/accident, its findings in the form of a written recommendation.

Member Conduct and Club Policy

Club Management may terminate a Member's membership if the Member's conduct is not consistent with the best interests of the Club. Members are expected to conduct themselves in a manner conducive of maintaining a positive Club environment and not supportive of counter productive activity. Actions such as, but not limited to, financially deceiving the Club, negatively promoting the Club, negatively affecting other Club members or the Club's interests or causing undue financial burden to the Club or its property or assets, stealing, vandalism or misuse of the Club's computers or network are basis for temporary suspension or permanent termination of the offending Member's membership and all associated privileges. Further, any violation of these Bylaws may be deemed as a basis for membership suspension or termination. In the event of such a decision by management, that decision shall be considered final.

E-mail, Voicemail and Computer System Privacy

The Club respects the individual privacy of its members. However, a member cannot expect privacy rights to extend to club related conduct or the use of Club owned equipment or supplies.

Although members have individual access codes to the computer systems, these systems are accessible at all times by the Club, and may be subject to periodic unannounced inspections by the Club of business purposes. All systems pass codes must be available to the Club and members may not use pass codes that are unknown to the Club.

Members are expected to use voicemail, e-mail and computer systems for Club business only and not for personal purposes. Personal purposes include, but are not limited to, soliciting or proselytizing for commercial ventures, religion or political cause, outside organizations or other non club related solicitations.

Members are prohibited from using the Club's system in any way that may be disruptive or offensive to others, including by not limited to, the transmission of sexually explicit messages, cartoons, ethnic or racial slurs, or anything that could be construed as harassment or disparagement or others. Misuse of the club's email, voice mail or computer systems, including commercial advertising, may result in immediate termination of membership.

Club Policy on Harassment and Discrimination

The Club is committed to provide an environment that is free of harassment or discrimination. In keeping with this policy, the Club strictly prohibits harassment or discrimination of any kind, including on the basis of sex, race, color, religion, gender, age, mental or physical disability, medical condition, national origin, marital status, sexual orientation, or any other characteristic protected under Federal or State law or local ordinance.

Harassment or discrimination may take many forms, but the most common forms include:

- **Verbal** such as jokes, epithets, slurs, negative stereotype and unwelcome remarks about an individual's body, color, physical characteristics, appearance, or talents, references to person other than by their name, questions about a person's sexual practices and patronizing terms or remarks.
- **Physical** such as physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact, staring at a person's body and threatening, intimidating or hostile acts that relate to a protected characteristic.
- **Visual** such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings and gestures, display of sexually suggestive or lewd object, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual, because of a protected characteristic that is placed

on walls, bulletin boards, or elsewhere on the Club's premises or circulated in the Club.

There are two distinct categories of sexual harassment.

- (1) Sexual harassment occurs only when unwelcome sexual conduct is used as a basis for decisions affecting that individual including granting of benefits, in addition.
- (2) Sexual harassment occurs only when unwelcome sexual conduct unreasonably interferes with an individual's performance or creates an intimidating, hostile, or offensive environment, even if it does not lead to tangible or economic consequences.

Sexual harassment includes harassment of women by men, men by women, and same-sex gender-based denigration.

If you believe that the comments, gestures, or conduct of any co member, or person doing business with or for the Club is offensive, you have a duty and responsibility to immediately report the facts of the incident to Gordon Matthews or Dan Jacobson. If for any reason, you are uncomfortable reporting an incident to these parties, you may report the incident to any other Club flight instructor, who shall then report it to Gordon or Dan.

The Club's policy is to immediately conduct a thorough, objective and complete investigation of the complaint. At the conclusion of its investigation, it will attempt to determine whether unlawful harassment or discrimination has occurred. The Club will look at the totality of the circumstances, including the nature of the conduct and the context in which it occurred. The Club will, as promptly as possible, communicate its finding to the accused, and the remedial action (if any) to be taken will be communicated to the complainant, and, when appropriate, to other persons who are directly concerned.

No individual will suffer any reprisals or retaliation for reporting any incidents of harassment or discrimination or perceived harassment or discrimination for making any complaints of harassment or discrimination or for participating in any investigation of incidents of harassment or discrimination or perceived harassment or discrimination. The Club requests and encourages all members to report incidents of harassment or discrimination forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment or discrimination in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Relationship of the Parties

Notices

All notices and demands of any kind, except those sent electronically by the Club, shall be personally delivered or sent by first-class mail to the parties. Any such notice or demand shall be effective immediately upon personal delivery, or forty-eight (48) hours after deposit in the United States Mail, as the case may be.

Entire Agreement

This Agreement of Bylaws supersedes any and all other agreements and Bylaws, either oral or in writing, between the parties and constitutes the entire agreement between them with respect to the subject matter. No modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. It is intended that each paragraph in this Agreement shall be viewed as separate and visible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall be held to be in full force and effect.

Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

Arbitration

Any controversy or claim arising out of or related to this Agreement, or the breach thereof shall be settled by arbitration in accordance with the CCP Section 1280 et seq.

Amendments

This Agreement and Bylaws may be repealed or amended, in whole or in part, provided that at least ten (10) days notice of such changes has been given to the membership. The notice shall be e-mailed and shall include the specific language. If the member does not agree to the change, tough luck.

Stipulation

I, the undersigned, have read and fully understand the Shoreline Flying Club Bylaws and Membership Agreement. I hereby stipulate to adherence thereto for the extent of my membership. I further understand any violation thereof may suspend or terminate my membership with Shoreline Flying Club.

Signed

Date

Printed Name