

# **Fox Flying Club, Inc.**

## ***Policy Manual, Rules and Regulations***

These Rules and Regulations are adopted and enforced by a majority vote of the Fox Flying Club Board of Directors and shall operate within and subject to the By Laws of the Club.

### **I. The mission of the Fox Flying Club is to promote SAFETY, EDUCATION, FELLOWSHIP and the enjoyment of FLYING.**

- A. Within the mission of Fox Flying Club, the Rules and Regulations have been written in a good faith effort to comply with generally accepted flying practices including those required by the insurance carrier.
- B. Upon joining Fox Flying Club each member is responsible for following the Rules and Regulations and **each member understands that they assume any risk and liabilities that may result when not following the Rules and Regulations**. Also, flying privileges are contingent upon member signing the Fox Flying Club, Inc., Release, Waiver of Liability and Hold Harmless Agreement (see Schedule C).

### **II. Membership**

- A. Recognizing that not all Club Members are actively flying, Active Members with a current check-ride card are limited to a maximum of fifteen per plane while the total number of Active Members is limited to twenty per plane.
- B. The Club is a volunteer based, not-for-profit organization, and to further the Club's mission, each member is expected to participate in and contribute to Club activities
  - 1. Member participation in the Club, beyond the exercise of flying privileges, is essential. A minimum monthly participation by members through attendance at either the Board or the Membership meeting is expected. The date, time, and location of meetings are given in Schedule B.
  - 2. Members are also expected to contribute their time and talents in maintaining and cleaning club aircraft and facilities or in other ways.

### **C. Member Classes and Types:**

- 1. Active Member. Generally, individuals having a FAA pilot certificate including individuals having a student pilot certificate.
  - a. Pays the full membership fee and full monthly dues and has full membership privileges.

- b. Active Members serving on the Board as Treasurer or Maintenance Officer pay no dues and have full membership privileges.
  2. Associate Member. Generally, a member that has a special relationship to the Club and may pay reduced membership fee and/or reduced dues and has reduced privileges. The total number of Associate Members shall be limited to thirty-five percent (35%) of the total number of Active and Associate members.
    - a. Family Type - a spouse, son, daughter, parent, and/or relative having the same home as an Active Member - pays the membership fee and reduced dues- has reduced membership privileges.
    - b. CFI Type (where CFI means a Flight Instructor certificated under Title 14 of the Code of Federal Regulations (14CFR, hereafter referred to as the FARs (Federal Aviation Regulations))
      - i. CFI-Only - no membership fee, pays reduced dues. May not fly aircraft for personal use or for any other purpose other than instructing members and providing member semi-annual check ride. May be elected to the Board.
      - ii. CFI-Limited no membership fee, pays monthly dues reduced by fifty percent, must attend three Club meetings and/or Club sanctioned activities per year, personal use of aircraft limited to five hours per month, must perform at least five Club Check Rides per year, and does not qualify for other incentive credits.
    - c. Service Type – Non-active member that serves on the Board and pays reduced dues.
    - d. Mechanic Type - generally an aircraft mechanic certificated under the FARs, pays no membership fee and reduced dues – has full membership privileges. May use airplane for personal use.
  3. Inactive member - a former Active Member on leave of absence who does not have flying privileges - pays reduced dues (has, at one time, paid the membership fee).
    - a. Members desiring to become Inactive must petition the Board to do so as provided in § II. H. of the Bylaws. Notification of such petition may be sent to the Membership Officer or Treasurer. Notification can be electronically (see, Bylaws § IX.).
    - b. Inactive members desiring to return to Active member status must request readmission through a written request to the Membership Officer and pay any changes in the "one time" membership fee. Readmission as an Active member is by Board approval. Generally, returning from being temporarily an Inactive member during winter months will not be approved. In the situation of a

waiting list for admission as an Active member, a returning Inactive member has priority over new members.

- c. Member Emeritus – Special recognition given to inactive members who have provided long and faithful service to the Club - pay no dues
- D. Members are required to provide at all times current and up to date citizenship information, driver's license, pilot certificate, medical certificate and biennial flight review to the Membership Officer plus documents or information that may be requested by insurance carrier, the FAA, or other governmental agency.
- E. Prior to acceptance into the Club any applicant for membership must be interviewed by three Board members and may be required to complete a test demonstrating familiarity with Club Bylaws and Rules.
- F. Minors, persons 17 years old and younger, may join the Club provided that, prior to acceptance into membership, the minor must be interviewed as noted in paragraph E along with a responsible parent or legal guardian.
- G. Club membership is non-transferable.

III. Costs - The Club is a not for profit organization with fees and dues that are established by the Board.

- A. Each member is expected to pay all amounts due by the 25th of the current month. Members in arrears are subject to fines, suspension of flying privileges, deposit requirements and/or loss of membership. Member's flight privileges shall be suspended for nonpayment within 30 days of date due.
  - 1. The Club's fixed costs include insurance, loan payments, hangar and tie down fees, scheduling and registration fees. These costs are primarily paid for by monthly dues.
  - 2. Aircraft operations, maintenance, fuel, oil and reserves for overhauls are paid through hourly aircraft rates based on tach time.
  - 3. The initial membership fee (non-refundable) is used for upgrades or other needs as determined by the Board. In addition, special membership assessments for upgrades or other needs may be levied as determined by the Board.
  - 4. Current Club membership fee, dues, and wet hourly rates are given in Schedule A.
  - 5. Fuel on cross-country flights must be purchased by the pilot.
    - a. Reimbursement is credited to the member's account by the presentation of the original receipt for the fuel purchased labeled with the aircraft "N" number, marked "paid in full" and signed by the member.
    - b. All receipts must be submitted within 120 days in order to obtain credit.

6. The Club does not reimburse for landing fees, tie-downs, hangar fees, deicing, preheat or jump starts.
  7. At the Board's discretion, an optional fuel surcharge may be added each month whenever the cost of fuel exceeds the base fuel price used to calculate the hourly rate. Such a charge will be calculated based on 9 GPH and the difference between the base fuel price and the most recent DPA fuel price billed to the Club.
  8. Active members in good standing who refer a new Active member will be awarded a one hour flying credit towards any aircraft to be applied to their statement, after the new member has paid all initial fees.
- B. Fines may be levied for the violation of the Rules and Regulations of the Fox Flying Club as provided for in Schedule B.
- C. Fines are for each occurrence and are cumulative. Should any member feel that the fine is unjust, they may appeal in writing to the Board of Directors, according to ARTICLE XII of the club's by-laws.
- D. The Club will provide credits against current monthly dues to Active dues-paying members who participate in activities and work that directly or indirectly benefits the Club. Examples of Club specific activities include plane washes and post-annual cleanings. Example of other non-Club specific activities is participation in the FAA Wings programs. Credits will be administered by the person in charge of each activity. Normally this will be the Treasurer [meeting attendance], Vice President [aircraft cleaning] or Maintenance Officer or crew chief. Specific list of identified credits is given in Schedule B.
- E. Because the Club is a Not-for-Profit entity all monies paid into the Club are considered non-tax-deductible contributions. In order to preserve the Club's Not-for-Profit status, the treatment of any monies paid into the Club for any reason as an equity interest is strictly prohibited.

#### IV. Scheduling - with our aircraft being shared by many individuals, members must be considerate of each other in scheduling and using aircraft.

- A. Schedule Master is used for all aircraft reservations
1. Each member is given a User Number and Personal Identification Number (PIN) which is used for access.
  2. Toll-free telephone access is 800-414-6114.
  3. Internet access is (<http://www.schedulemaster.com/smlogin.htm>)
- B. Scheduling rules
1. Members must currently have flying privileges and be in good standing to reserve an aircraft for a specific time period. Further, members may schedule up to three separate reservations at any one time.
  2. Members with at least a private pilot rating may schedule a plane for up to twelve days on a single schedule (only one full weekend is to be included).

3. Any member more than thirty minutes late for their scheduled time forfeits the remainder of their reservation period to any member desiring it.
4. Adjust and/or Cancel schedules or portions of schedules you will not fly as soon as possible.
  - a. Members will be subject to a penalty of one hour's time if they:
    - i. Fail to fly during their schedule, or
    - ii. Cancel more than 30 minutes after the start of their schedule.
      - a. If the cancellation is due to weather, cancel/reschedule for a later time. Note in the log if you're at the airport or inform the Treasurer promptly.
      - b. If the cancellation is due to mechanical problems, note in the log, prepare a squawk and/or contact maintenance personnel, cancel the schedule and notify affected subsequent scheduled users.
  - b. If your schedule is overridden by a maintenance schedule you still must cancel your schedule to avoid the possibility of a fine if the maintenance is completed early.
  - c. As a courtesy to other members, cancel the remaining portion of schedules from the scheduling system upon return to DPA.
5. Members flying local flights are expected to fly a reasonable part of their scheduled time.
  - a. Daily minimum flight time requirements of 1 hour for each weekday and 2 hours for Saturday or Sunday exist to improve utilization and sharing of our planes
  - b. Daily minimum times are applicable to members with reservations:
    - i. Of six or more hours in a 24-hour period.
    - ii. For each 24-hour period from the start of a multi-day schedule.
6. Members are expected to return aircraft on time.
  - a. Any member not returning an aircraft on time (except for mechanical or weather related reasons) may be subject to disciplinary action and/or fines.
  - b. If a member becomes grounded away from DuPage Airport for any reason, including weather, they must advise the President or other Club Officer and members whose schedules will be affected.
    - i. Generally, it is the member's responsibility to return the aircraft to home base.

- ii. The daily minimums will not apply until the aircraft is repaired, or the weather between the airport of departure and home base is flyable, with respect to the limitations of the aircraft and of the member involved.
- iii. The aircraft must be returned on the first flyable day by the member or at their expense.

## V. Flight Limitations

- A. Members of the Club shall observe all existing Federal Aviation Regulations, State, Local Airport, and Club Rules and Regulations.
- B. Only Active, CFI-Only Associates, and Board approved CFIs may be Pilot In Command of club aircraft. **Neither non-members nor Inactive Members may occupy the left front seat except under extraordinary circumstances and upon Board approval.**
- C. Club aircraft shall not be operated in a careless or reckless manner or without preflight inspection, thorough flight planning, or with disregard for weather conditions considered to be safe for the level of experience of the member. Boarding and deplaning passengers from club aircraft while the engine is running is prohibited, with the exception of a club approved CFI soloing a student.
- D. No member may execute unusual maneuvers that may cause structural damage to the aircraft, other than those maneuvers required in flight tests for any airman certificate. Intentional spins for any purpose are not allowed in club aircraft.
- E. The aircraft shall be operated only from those landing areas that are recognized as public or private airports. Operations from other landing areas will be permitted only upon prior approval of the President or Chairman.
- F. With the exception of club instructors or Board approved CFIs providing instruction to members or pinch-hitter instruction (VI. H.), no member may operate club aircraft for compensation or hire or as a Commercial Operator as defined by FAR 1.1
- G. Flight outside of the Continental US is prohibited except as follows: flights to Canada and the Bahamas are permitted only by prior approval of the Board of Directors. The cost of required additional insurance coverage, FCC Aircraft Radio Station Licenses, Restricted Radiotelephone Operators Permit, Customs stickers, or any other fees must be paid by the member and that member will not be reimbursed by the club.
- H. The Club carries non-commercial liability insurance. See Schedule A for coverage and important limitations. Each member is encouraged to review any current insurance policy information available from the insurance carrier, which can typically be found on carrier website. Optionally, a link maybe provided on the Club website.

## VI. Instruction and Proficiency

- A. Members may only receive flight instruction [including BFRs, IPCs and club check rides] in Club aircraft from instructors who are members. The following exceptions apply:
  - 1. FAA sanctioned Wings Weekend
  - 2. By a vote of the Board, a member may be granted permission to receive instruction by non-member instructors who are employed by an established flight training organization [e.g., accelerated IFR course].
- B. Members must be checked out in EACH of the Club's aircraft they intend to fly by a Club instructor. All spring and fall checkouts will be conducted by member instructors only.
- C. Once a member is checked out and proficient in the operation of a particular aircraft, they may have copies of keys made for that aircraft. The keys are considered Club property and are to be surrendered upon suspension or resignation from the Club.
- D. In order to maintain pilot proficiency, the Fox Flying Club requires semi-annual check rides for each pilot and student pilot with a Club-approved flight instructor.
  - 1. At the completion of the flight, a completed Check Ride Card must be submitted to the Membership Officer during the periods of February 1 to April 30 and August 1 to October 31.
  - 2. Flight without a current Check Ride card will result in a fine for each incident for the member.
- E. Members who are student pilots are limited to flying:
  - 1. With a Board approved instructor, or
  - 2. On an instructor-approved solo, or
  - 3. With an FAA inspector or designated examiner, or
  - 4. With a properly licensed member of the Club (who is occupying the left front seat)
- F. Student members shall not make overnight solo flights under any circumstances unless a return to DPA has been delayed by weather.
- G. Any members desiring to be Pilot In Command of or as a CFI in the Piper Arrow must meet any time, training and currency requirements as specified in Schedule A and be signed off after a check ride with a Club instructor. **Violation of the requirements may be cause for termination from the Club.**
- H. A spouse, son or daughter of a regular member can take up to 10 hours of flight instruction (in the right seat) with an Active Member CFI for the purpose of completing a Club sponsored pinch-hitter course.

## VII. Flight Operations

- A. Parking is allowed in the unheated hangars only. Vehicles are not allowed in the heated hangar or in the tie down areas.
- B. Starting precautions:

1. Except for the Piper Arrow, Club aircraft 28 VDC systems are not compatible with standard automotive electrical systems and **MUST NOT** be jump started with a car battery. The Club Piper Arrow aircraft has a 12 VDC systems, and is equipped with an external ground power plug for use in conjunction with a car battery for engine starting. Consult the appropriate aircraft manual before attempting to start the engine by jumping -- aircraft can incur damage to the electrical system if the starting procedure is not strictly followed.
  2. **Hand propping an aircraft in an attempt to start the engine is prohibited. Any member engaging in this activity is subject to termination from the Club.**
- C. Each aircraft contains a logbook for recording flight tach time and date(s).
1. The pilot is responsible for the accurate logging of their flight for accounting purposes (tach time).
  2. Fuel and oil added, along with any other information that might be of interest to subsequent pilots should be noted.
  3. Completed log sheets must be removed from the aircraft by any member who intends to return from a cross-country flight on or after the 25th of the month. Failure to leave the log sheets in the line box or the hangar so the Treasurer can pick them up will result in a fine.
- D. All aircraft maintenance is done by approved mechanics or qualified pilots under FAA regulations.
1. Any item requiring repairs is to be written up in the aircraft flight log in the aircraft and called in to the Crew Chief or Maintenance Officer. If possible, it should also be communicated via the designated Maintenance Squawk System.
  2. If it is of a serious or safety related issue an immediate call should be made to the Crew Chief, Maintenance Officer or member of the Board of Directors. Also notify subsequent pilots.
  3. Club members are not authorized to take an aircraft out of service without approval from a Club Officer unless directly related to its safety or airworthiness.
- E. Shutdown and tie-down:
1. After every flight the aircraft is to be fueled to the tabs.
  2. A supply of extra oil (at least 2 quarts) is to be maintained in the baggage compartment. Extra oil is in the line box or the hangar. Note oil usage in the log. Failure to leave appropriate quantity of oil in aircraft may result in a fine.
  3. All aircraft should be hand positioned in their parking places to avoid damage to either the aircraft or those aircraft parked near them.



4. Remove trash, personal belongings and be sure the interior is in a clean and orderly condition.
5. Leave just enough slack in tie-down chains to allow them to be removed by the next pilot.
6. After flight, clean the windscreen, the cowling and leading edges.
7. Leave the propellers in the vertical position on all outside aircraft. During the winter this will minimize the damage of water freezing in the spinner area and during the summer, it will lessen the use of the propellers by birds.
8. Install the cowl plugs in all aircraft parked outside or in an unheated hangar. This is to lessen the chance of bird nests being built in the engine compartment.

F. Winter precautions

1. A preheater should be used prior to engine starting at temperatures below 32° F.
  - a. Preheating is mandatory when temperatures are 32° F or lower. Failure to preheat the engine will result in a fine.
  - b. Electric (Reiff) heaters. For any aircraft so equipped, during winter months (standard time) at the end of operation plug in heater and follow instruction placard located with aircraft (or in the hangar).
2. The electric trim should not be used on the Pipers in the winter months due to the extra strain placed on the trim motor.

G. Incidents and accidents

1. Fox Flying Club has established steps to take in the event of an incident or accident involving club aircraft, as specified in Appendix: Incident Policy.

## Schedule A

### A. Fees, Dues, and Hourly Rates (see § III. A.4)

Membership Fee (Upon Joining)	\$350
Promotional credit beginning on January 1 of each year to the end of the spring check-ride period (\$200)	
Monthly Dues	
Active Member	\$95
Associate Member	
CFI-Only	\$7
CFI-Limited	\$47.50
Family, Service, Mechanic	\$10
Annual Dues	
Inactive Member	\$100

Hourly Wet (tach) Rates for Club Aircraft:

Number	Description	Hourly Rate	Premium Rate
N773SP	2001 Cessna C172SP	\$104.00	\$99.00
N31401	1978 Piper Arrow III	\$126.00	\$121.00
N41598	1999 Piper Archer III	\$124.00	\$119.00

Note: Rates are adjusted at the Board's discretion.

Note: A member will qualify for premium aircraft rates for the calendar quarter following any calendar quarter in which they attend three scheduled events (e.g., board or membership meeting, plane wash, BBQ, holiday party, fly-out); otherwise, standard aircraft rates apply.

### B. Insurance (see § V. H)

Type of Liability Insurance	Non-commercial
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Note: The Club's non-commercial policy does not cover CFI's or CFII's during the time they are instructing for compensation.

Coverage

per accident	\$1,000,000
per person	\$100,000
medical each person	\$5,000

Deductible – member responsibility

N773SP and N41598	NIM \$500 / IM \$2,000
N31401	NIM \$500 / IM \$5,000

**C. Piper Arrow Requirements (see § VI.G)**

Members desiring to be Pilot in Command of the Piper Arrow must meet the following time, training and currency requirements and be signed off after a check ride with a Club instructor:

1. A complex aircraft endorsement per 14 CFR 61.31(e).
2. Members with less than 100 and more than 50 total hours must have a minimum of five hours of instruction with a Club instructor.
3. Currency - After signoff, each member must complete at least one club check ride per calendar year in the Arrow.
4. VIOLATION OF ARROW CURRENCY REQUIREMENTS IS GROUNDS FOR **TERMINATION** FROM THE CLUB.

## Schedule B

### A. Monthly Meetings

Unless otherwise notified, the date, time, and location of the Board and Membership meetings are as follows:

1. Date and Time

Board: 1<sup>st</sup> Thursday of each month; 7:30 PM  
 Membership: 2<sup>nd</sup> Thursday of each month; 7:30 PM

2. Location: DuPage Airport Flight Center

### B. Credits (see §§ II.B and III. D)—Applicable to Active Members Only

1. Applicable to Monthly Invoice and are Non-transferable.

a. Participate in plane wash/cleaning event	\$10/event
b. Perform/assist in limited aircraft maintenance [oil change, etc.]	\$10/event
c. Event participation directed to membership, i.e. help cover Club display at community events, etc.	\$10/event

2. FAA WINGS – Pilot Proficiency Program

The Club wishes to acknowledge the benefits of the FAA "[WINGS – Pilot Proficiency Program](#)". Member receives an annual credit for achieving "Wings" award level as follows.

a. Basic	\$50/year
b. Advanced	\$50/year
c. Master	\$50/year

### C. Fines and Penalties for Rules violations (see generally, §§ III. B and C) not specifically noted elsewhere.

1. Responsible for allowing non-member to occupy the left seat (violation of <a href="#"><u>§ V.B</u></a> )	\$200 and/or suspension of flying privileges and/or termination
2. Piloting Piper Arrow and not meeting currency requirement (violation of <a href="#"><u>§ VI.G</u></a> )	\$150 and/or suspension of Arrow flying privileges and/or termination
3. Flying without a valid check ride card	\$10

4. Failing to properly <i>shut down, fuel, clean and secure aircraft or lock hangar</i>	\$10
5. Parking private vehicle in heated Club hangar	\$10
6. Failure to pay in full monies due by the 25th of the month in which a Club invoice is mailed (e.g., bill mailed Jan 10 is due at FFC P.O. Box on Jan 25).	\$10
7. NSF Check (first infraction)	\$25
8. NSF Check (second occurrence)	Suspension of flying privileges
9. Failure to leave aircraft log sheets in hangar or line box on the 25th day of the month	\$5
10. Failure to cancel within 30 minutes after scheduled start or fly during scheduled time	One hour's flying time
11. Failure to meet daily minimum	Difference between time flown and minimum
12. Failure to participate in any plane wash, cleaning, or other appropriate Board approved Club service activity during a calendar year.	up to \$50 per year

## Appendix: Incident Policy

Fox Flying Club strives to promote safety through a high standard for aircraft maintenance, regular safety and training presentations, and semi-annual check outs for those wishing to fly club aircraft. Despite these efforts, we recognize that incidents and accidents are possible and therefore have adopted the following set of policies and procedures for addressing these matters.

In the event of an incident or an accident, the following steps are to be taken:

1. The first priority to obtain any needed medical care or other emergency services for any person affected by the incident or accident. At fields with operational control towers, help may be readily available. At fields without an operating control tower, please call 911 if medical assistance is required or if the aircraft is on the runway. Even if no one is injured, a disabled aircraft on the runway constitutes an emergency - particularly at night.
2. Secure the aircraft. Remember that depending on the nature of the occurrence you may not be permitted to move or do anything to the aircraft except as necessary to free trapped passengers, protect others from injury, or prevent further damage to the plane. (NTSB part 830.10).
3. In accordance with NTSB part 830.5, an immediate notification to the NTSB shall be made whenever:
  - A. There has been a failure of any flight control system
  - B. Inability of any crew member to fulfill duties as a result of injury or illness
  - C. In-flight fire
  - D. Collision in flight
  - E. Separation of any part of the propeller (except by ground contact)
  - F. There is damage to property in excess of \$25,000 or at a total loss (when in doubt, make notification).
4. Notification to the club president, or in his or her absence the vice-president, should be made as soon as practicable.
5. It is expected that involved pilots will cooperate fully with and make complete and truthful disclosures to investigators, although it may be best to allow yourself time to collect yourself before doing so. It is the pilot's prerogative to consult with an aviation attorney, at his or her own expense, before making statements.

In the event that the accident has resulted in serious injuries and/or fatalities, sensitivity to the individuals and families affected along with propriety for club operations dictate that only the president, or in his or her absence the vice-president or other designated member of the board, speak on behalf of the club. It is expected that law enforcement would be making initial family notifications. Once these have been made, the president

or designee will provide official information to the membership and will field any media inquiries. In these communications, the following principles will offer guidance:

1. Sensitivity to the reputation of the pilot(s) involved as well as the club.
2. Minimum level of information necessary
3. Speculation is to be avoided: report only known facts.

Whenever a pilot has been involved in an incident or accident involving a club aircraft, his or her solo flying and scheduling privileges shall be suspended pending the resolution of the following:

Pilots receiving any correspondence from the FAA, including but not limited to certificate suspension, certificate surrender, orders for remedial training, and/or required 709 ride shall notify the board in writing immediately (see Fox Flying Club Policy Manual, Rules and Regulations II.D). This notification should include copies of said correspondence. In the event a 709 ride or remedial training is required by the FAA, the pilot shall provide copies of all correspondence and/or log book entries showing satisfactory completion.

The pilot shall present the incident or accident in detail to the board. The board retains discretion regarding how to proceed.

All financial obligations not covered by club insurance (e.g., deductible) must be satisfied.

Club members whose solo and scheduling privileges have been suspended due to an incident or accident may undertake training flights with a club CFI in order to maintain currency, undertake remedial training, or prepare for a 709 ride.