

# OAKLAND FLYERS, LLC

## OPERATING RULES AND SAFETY PROCEDURES (Revised Jan. 2019)

Welcome to Oakland Flyers!

### INTRODUCTION

These Operating Rules and Safety Procedures are designed to help ensure the safe use and operation of the Club's aircraft, equipment, and facilities and public safety. Compliance with these rules is mandatory. These Rules and Procedures, however, cannot cover every conceivable situation, and are intended as a supplement to every member's duty to exercise due care and caution to assure safe operation of aircraft.

### MEMBERSHIP, DUES AND BADGE DEPOSITS

1. The Member shall pay a one-time fee of \$175 to join the Club. The membership fee is non-refundable.
2. Monthly dues are \$25, which are charged monthly along with the Member's first flight of that month (even if it falls on the last day of the month). Fees are due at the end of the flight. There is no monthly fee if the Member does not fly in that month. Failure to pay dues, or having an outstanding balance, may result in Member being locked out from schedule.
3. Airport Security Badges are required for ramp access. There is a \$500 deposit for the badge. The deposit will be refunded upon returning the badge prior to its expiration date. Non returned, or expired badges are not eligible for a deposit refund.

### COMPLIANCE WITH RULES, LAWS, AND MANUFACTURER'S HANDBOOKS

4. Every Member shall comply with all federal, state, local and airport laws, ordinances, and regulations.
5. Every Member shall operate aircraft only in accordance with the applicable manufacturer's Operating Handbook, Guidelines, and Limitations.

### GENERAL REQUIREMENTS

6. Members must be signed off by a Club Certified Flight Instructor ("CFI") on Member's permanent record for each make and model of aircraft Member wishes to operate. Members must fill out an Aircraft Familiarization Profile for review and have approval by a Club CFI prior to operating as pilot-in-command of that aircraft.

7. Members must fly with a Club instructor if Member has not logged time as pilot-in-command in the category and class of aircraft within the previous 60 days.
8. Members are responsible to assure that required papers are onboard the aircraft, and that all required inspections are current. Member shall immediately notify Club if that is not the case.
9. Members must check the aircraft status for any squawks before flights.
10. Only CFI's who have received a club checkout may instruct in club aircraft. These CFI's must also be added to club insurance prior to giving instruction.
11. All flying must be done from the left seat, unless otherwise authorized by the chief instructor.
12. Members must promptly report to Club in writing any accident, violation, incident, or any other action by the FAA or law enforcement personnel relating to operation of any aircraft (not limited to the Club's aircraft).
13. Members must promptly contact Club for authorization and instructions concerning any mechanical or radio problems that occur away from Oakland International Airport at (510) 568-3317. If no answer, call (510) 599-6217 in EMERGENCIES.
14. Club may in its discretion request a proficiency check of any Member.
15. Club may in its discretion cancel a Member's privileges at any time with or without notice.

#### GENERAL PROHIBITIONS

16. Aerobatic operations must have approval (and a sign off) from an authorized club aerobatic instructor.
17. Aircraft may not be operated outside California without prior permission of the Club management. .
18. Aircraft may not be operated for compensation or hire.
19. Aircraft may not be operated on dirt, grass, or gravel runways without prior written permission of the Club.
20. Aircraft may not be taken or used overnight without prior permission of the Club.
21. Members may not operate over mountainous terrain, or to airports above 3,500 MSL, unless so endorsed on their record by Club's Certified Flight Instructor (CFI) and receive training, if appropriate ("Mountain Checkout").

## OPERATING AIRCRAFT

22. Preflight inspections and servicing must be performed as specified by the aircraft manufacturer. Member shall be responsible to check Club's aircraft status board to ensure all inspections are current.
23. Members shall immediately report any squawks, in writing, to dispatch after each flight any discrepancies with the aircraft or radios.
24. Any damage or maintenance discrepancies squawks must be reported to dispatch BEFORE departure. If damage is found after a flight, Club will presume that the last person to fly the aircraft was responsible for the damage. This would include, but not limited to, bald spots on the tires.
25. No aircraft shall be left unattended on the ramp unless it is in its assigned space and tied down. Towbars are to be used for aircraft repositioning.
26. Member shall NOT kick aircraft tires, push on wing struts or push down on the tail to raise the nose of the aircraft.
27. Taxing is to be conservative and moderate. Member shall exercise extreme care when taxing, especially in close proximity to any aircraft or object.
28. Smoking in aircraft or on the ramp is prohibited.
29. Aircraft may not be hand-prop started.
30. Members shall comply with all noise abatement regulations and procedures at all airports.
31. Members shall keep the ramp and all other areas free and clear of trash and debris. Serious injury or death can result from objects coming in contact with the aircraft or rotating propeller.
32. Members and guests shall not deplane while the aircraft's engine is running.
33. Documents or equipment are not to be removed from any aircraft. (This includes the aircraft manual and/or operating handbook.) If a document or equipment is found missing after a flight, the replacement cost will be charged to the Member. If the removal of a document or equipment causes cancellation of future flights, Member will be held responsible for such lost revenue.
34. Parking the Aircraft: aircraft shall be stopped on the ramp at a 90-degree angle to the tie-down, the keys removed, and the aircraft towed into its parking space. Pilots are to do a post flight walkaround ensuring aircraft is chalked and tied down properly. Please stow chocks and cones in proper positions prior to departing the ramp area.
35. Fueling the Aircraft: Aircraft shall be refueled after each flight. During fueling there shall be no occupants inside the aircraft, the aircraft must be positively secured with either parking brake or chocks, and the aircraft must be grounded before fueling begins.

36. There will be an additional charge of 0.4 hours added to any flight if the member returns the aircraft unfueled to its proper level.

37. Cleaning the Aircraft: aircraft are to be returned clean and tidy. Member shall clean the windshield after each flight. Food and drink are permitted. However, Members will be charged if additional cleaning is required. Pets are prohibited. In the unlikely event of airsickness, the aircraft has airsickness bags. A \$100 cleaning charge will be assessed if Member or his or her guests experience airsickness

38. Adding Oil to the Aircraft: Funnels MUST be used when adding oil to the aircraft. Member will be charged the cost to wash the aircraft if it becomes soiled due to improper or careless adding of oil or failure to secure the cap. Both oil and funnels are available in the luggage compartment of each airplane. (More oil is available from the Club Office, if needed.)

## SCHEDULING

39. Members are to schedule aircraft use and instruction through the Club's website AircraftClubs.com 24 hours a day, seven days a week. Members without internet access may telephone Club dispatch seven days a week (excluding major holidays) between 9:00 a.m. and 5:00 p.m. for assistance.

40. CANCELLATION POLICY. Members must cancel their scheduled use of aircraft 24 hours prior to flight time. Late cancellations will result in member being charged one hour of aircraft rental fee. Cancellations due to weather are exempt from the 24 hour notice rule.

41. Aircraft not claimed within 30 minutes after the scheduled flight time will be made available to other member.

42. Aircraft returned after the scheduled time will be charged an additional 0.4 hours. [37]

43. DAILY MINIMUMS. A minimum charge, equal to 50% of the time scheduled, will apply to flights scheduled over 4 hours. Flights scheduled for six hours or more on weekends must have approval from management.

44. All overnight flights must have management approval. Please supply destination, flight time, and total time for these flights when requesting an overnight reservation.

## STUDENTS

45. Students must have Renters Insurance prior to solo.

46. Students may not fly solo until and unless they first fly with a Club CFI as a phase check to ensure proficiency.

47. Students must be signed off by a Club CFI on Student's permanent record for each make and model of aircraft Student wishes to operate. Students must fill out an Aircraft Familiarization Profile for review and written approval by a Club CFI prior to operating as pilot-in-command of that aircraft on a solo flight.

48. Students must have their dispatch form initialed by a Club CFI at the time of dispatch before making any solo flights.
49. Student solo flights are prohibited after sunset.
50. Students are prohibited from solo operations from Runway 33 at the Oakland International Airport. Student solo operations also are prohibited at the following airports: Byron, Columbia, Gness, Lodi, Grass Valley, Yolo County, and Concord. Solo operations at these airports must have management approval.
51. Students flying over 50 nautical miles must have an FAA Flight Plan filed and opened with Flight Service.
52. Students may request a change of instructor at any time by contacting the Chief Pilot or Club management.

#### CHANGE IN STATUS

53. Members shall promptly notify the Club, in writing, of any change in address, telephone number, pilot licenses or medical certificates.

#### MISCELLANEOUS

54. Any refunds of money to Members will be subject to a 5% processing fee.
55. "Discounts" on block-time purchases are deemed "credits" on account, and are not subject to refund.
56. Headsets may be rented for \$10 per flight.
57. Any returned check is subject to a \$25 processing fee.
58. Any legal proceedings arising out of or relating to these Operating Rules and Safety Instructions, the parties involved agree to mediation. Legal disputes not settled through mediation shall be decided by neutral, binding arbitration.

RENTERS INSURANCE

59. **Club requires that Member purchase aircraft Renter's Insurance to cover him or her as pilot.** The Club's insurance is intended to cover aircraft owners and the Club, and is unlikely to protect the Member in the case of an incident or accident involving the aircraft. In the case where a payment is made under the Club's policy, the insurance company may seek to hold Member liable for such payment made on account of damage or injury. Renters are responsible for insurance deductible for filed claims, and Renters Insurance will typically cover these costs.

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(initials)

60. Members shall be responsible for any damage to Club's aircraft (excluding normal "wear and tear") resulting from Member's (or Member's guest's) negligence, carelessness, misconduct or violation of these Rules. Members will be held responsible for excessive bald spots on tires, damaged tail skids, interior damage, and otherwise mistreatment of the plane.

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(initials)

**Violation of these rules may be cause for termination of membership. These rules may be modified or appended as required.**

I AGREE TO ABIDE BY THE OPERATING RULES AND PROCEDURES AS STATED IN PAGES 1-5

PRINT MEMBERS NAME \_\_\_\_\_

MEMBER SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

PRINT INSTRUCTORS NAME \_\_\_\_\_

INSTRUCTOR SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

