

SILVERHAWK FLYING CLUB

Model Operating Rules

Purpose

These Operating Rules (the "Rules") establish the framework for the safe, efficient, and equitable operation of the Silverhawk Flying Club (the "Club"). They are designed to promote aviation safety, preserve Club assets, and ensure fair access to aircraft for all members. The Club's Board of Directors (the "Board") establishes and enforces these Rules under the authority granted by the Club's Bylaws.

Relationship to Bylaws

The Club is governed by two key documents:

- **The Bylaws** are the Club's constitution. They define the Club's non-profit purpose, corporate structure, officer duties, and the fundamental rights of the membership. Bylaws are foundational and can only be amended by a vote of the general membership.
- **These Operating Rules** are the specific regulations for daily activities. They are designed to be flexible and can be amended by the Board to adapt to changing safety standards, insurance requirements, or operational needs.

By joining the Club, every member agrees to read, understand, and abide by these Operating Rules, the Club Bylaws, and all applicable Federal Aviation Regulations (FARs).

Article I: General Provisions

Section 1.1: Compliance and Precedence

These Rules apply to all members. All flight operations must comply with the FARs, state laws, and local airport rules. ***If a Club Rule is more restrictive than a government regulation, the Club Rule shall take precedence.***

Section 1.2: Member Conduct and Responsibility

The Club is a non-profit corporation that owns the aircraft and facilities on behalf of its

members. While members are not individual owners, a core principle of the Club is that members must adopt a **co-owner mindset**, not that of a renter. Each member has a duty to treat Club property with the highest degree of care, uphold the Club's reputation, and exercise sound airmanship at all times. This shared sense of responsibility is vital to the Club's long-term safety and financial health.

Section 1.3: Amendment of Rules

The Board of Directors holds the sole authority to create, amend, or repeal these Operating Rules by a majority vote at any official Board meeting. All members will be notified of any changes, and the current version will be readily available on the Club website.

Article II: Membership

Section 2.1: Classes of Membership

In accordance with FAA guidance for non-profit flying clubs, all members with flying privileges share in the Club's operation, pay the same rates, and hold one vote.

Membership Fee	Amount	Notes
Initiation Fee	\$900	Paid once prior to Membership Acceptance. Funds used to purchase additional aircraft.
Monthly Dues	\$125	Debited from Member's Credit Card or Bank Account on the 1st of every month, regardless if the Pilot flew that month.
Annual Dues	\$175	Annual Fee paid from years 1-4. No Annual fee from year 5 on.
Hourly Rates	\$145	For Cessna 172S models. Membership rates adjusted as aircraft added.
Fuel	\$0	Included in hourly rates
Insurance	\$0	Included in hourly rates

Maintenance	\$0	Included in hourly rates
Hangaring	\$0	Included in hourly rates
Use it or Lose It Flying Credit	\$50	If a Member flew in the proceeding month, the \$50 credit will be used against their total hourly fees. If a Member did not fly in that month, a fee of \$50 will be charged. This is to encourage active flying and safety of all members and assets.

Section 2.2: Requirements for Good Standing

A member is in "Good Standing" and may use Club aircraft only when all the following conditions are met:

- **Financially Current:** The member's account has no outstanding balance.
- **Proficient:** The member meets all training and currency requirements in Article IV.
- **Documentation:** Current copies of the member's pilot certificate, medical, and photo ID are on file.
- **Not Suspended:** The member is not under any disciplinary grounding or suspension. A lapse in any of these areas will result in an **immediate and automatic suspension** of all flying privileges.

Section 2.3: New Member Application and Probation

Admission to the Club requires a written application, sponsorship, a review of the applicant's history, and an interview, followed by a supermajority vote of the Board. All new members are subject to a **one-year probationary period**. During this time, the Board reserves the right to terminate the membership of any probationary member at any time by a majority vote. In the event of a termination, the Member's initiation fee will be refunded.

Section 2.4: Disciplinary Actions

Any member who violates Club rules, operates an aircraft carelessly, or acts against the Club's interests is subject to disciplinary action. The Board may impose sanctions including, but not limited to:

- A formal written warning.
- A fine, as set by the Board.

- A requirement for remedial dual instruction.
 - Temporary grounding and suspension of flying privileges.
 - Recommendation for expulsion from the Club, per the Bylaws.
-

Article III: Financial Policies

Section 3.1: Non-Profit Financial Structure

The Club is operated on a non-profit, cost-sharing basis. All fees, dues, and rates are structured solely to cover the actual costs of operation, maintenance, insurance, and long-term capital reserves.

- **Initiation Fee:** A one-time, non-refundable fee that contributes to the Club's capital fund for aircraft acquisition and major upgrades.
- **Monthly Dues:** Fixed monthly payments that cover the Club's predictable, fixed expenses, such as insurance, hangar rent, and administrative costs.
- **Special Assessments:** If a major, unforeseen expense arises, the Board may levy a special assessment as governed by the Bylaws.

Section 3.2: Aircraft Rates and Minimums

- **Hourly Rates:** Each aircraft has an hourly rate based on tachometer time. This "wet" rate is calculated to cover all variable costs, including fuel, engine/propeller overhaul reserves, and routine maintenance. Rates are reviewed periodically and adjusted to reflect actual costs.
- **Daily Minimums:** To ensure fair access, a minimum flight time will be charged for extended reservations. A typical minimum is **2.0 hours per weekday** and **3.0 hours per weekend/holiday** the aircraft is reserved.

Section 3.3: Billing and Delinquency

- **Billing:** Invoices are issued monthly. All members are required to maintain a valid credit card or ACH authorization on file for automatic payment.
- **Delinquency:** An account more than 30 days past due will result in the immediate and automatic suspension of flying privileges until the balance is paid in full.

Section 3.4: Expense Reimbursement

Members will be reimbursed for fuel purchased away from the home base. Reimbursement will be credited to the member's account at the Club's "at-home" fuel rate or the actual price, whichever is lower, upon submission of an itemized receipt.

Article IV: Pilot Qualifications and Currency

Section 4.1: Initial Aircraft Checkout

No member may act as PIC of any Club aircraft without first completing a formal checkout in that specific make and model with a Club-approved CFI. This checkout ensures proficiency with the aircraft's systems, procedures, and avionics.

Section 4.2: Recurrent Training

To maintain proficiency and ensure safety, the Club requires training that exceeds FAA minimums:

- **Annual Proficiency Check:** A flight review with a Club CFI every 12 calendar months in the most complex/high-performance aircraft the member is approved to fly.
- **Biannual Dual Instruction:** At least one dual instructional flight with a Club CFI every 6 calendar months.
- **Mandatory Safety Meetings:** Attendance at a minimum of one official Club safety meeting every 6 calendar months.

Section 4.3: Flight Currency

- **90-Day General Currency:** To act as PIC, a member must have logged at least 3 takeoffs and landings within the preceding 90 days.
- **Aircraft-Specific Currency:** For designated complex or high-performance aircraft, the 3 takeoffs and landings must have been in that specific make and model within the preceding 90 days.
- **Lapse of Currency:** A member whose currency has lapsed must fly with a Club CFI to re-establish it.

Section 4.4: Student Pilots

Student pilots may only operate a Club aircraft under the direct supervision of their designated Club-approved CFI. All solo flights must be expressly authorized for that specific flight and must adhere to all limitations (e.g., weather, crosswinds) set by the instructor.

Student pilots may not carry passengers.

Article V: Aircraft Scheduling

Section 5.1: Official Scheduling System

All flights must be reserved in advance through the Club's official online scheduling system. Flying a Club aircraft without a valid reservation is prohibited.

Section 5.2: Reservation Limits

To ensure fair access, a member may have no more than **three (3) active reservations** on the schedule at any time.

Section 5.3: Cancellation Policy

- **Prompt Cancellation:** Members must cancel reservations they do not intend to use as soon as possible.
- **Late Cancellation / No-Show Penalty:** A penalty equal to **one (1) hour of flight time** for the reserved aircraft will be assessed for any no-show or cancellation made less than 24 hours in advance. This penalty will be waived for cancellations due to weather or legitimate aircraft mechanical issues.

Section 5.4: Extended and Overnight Flights

Any trip lasting more than **three (3) consecutive days** requires prior approval from a Club officer. All extended trips are subject to the daily minimum flight time charges.

Article VI: Flight Operations

Section 6.1: Pilot-in-Command Responsibility

The PIC is solely responsible for the safe operation of the aircraft. Before every flight, the PIC must conduct a thorough pre-flight inspection, verify fuel quantity, and review the maintenance logs to confirm the aircraft is airworthy.

Section 6.2: Post-Flight Procedures

After every flight, the PIC must:

- Clean the windscreen and leading edges.

- Remove all trash and personal items from the cabin.
- Install the control lock, pitot cover, and engine covers.
- Securely tie down the aircraft in its designated spot.
- Accurately record the flight time and any new discrepancies ("squawks") in the aircraft logs and online system.

Section 6.3: Operational Limitations

- **Approved Airports:** Landings must be at public-use airports with paved runways unless specific prior approval is granted by the Board.
 - **Prohibited Maneuvers:** Aerobatic maneuvers and intentional spins are strictly prohibited.
 - **No Commercial Use:** Using Club aircraft for carrying passengers or property for compensation or hire is strictly forbidden and would violate the Club's non-profit status.
-

Article VII: Aircraft Maintenance and Care

Section 7.1: Reporting Discrepancies (Squawks)

Every member is a crucial part of the Club's maintenance process.

- **Procedure:** Any observed mechanical issue, no matter how minor, must be recorded in the aircraft's squawk list and the online system immediately after the flight.
- **Airworthiness Issues:** If a squawk may affect the airworthiness of the aircraft, the member must **immediately ground the aircraft** and **notify the Maintenance Officer or a Board member by phone**. A note stating "AIRCRAFT GROUNDED" must be placed on the control yoke.

Section 7.2: Ground Handling

Use the provided tow bar for repositioning the aircraft. **Never push or pull on flight control surfaces, wing struts, or the propeller.** After flight, the aircraft must be securely chocked and tied down.

Section 7.3: Member Liability for Damage

The Club's insurance policy has a deductible. A member responsible for damage to a Club aircraft will be held financially liable for repair costs up to the **full amount of the insurance**

deductible. If damage results from gross negligence or a direct violation of FARs or Club Rules, the member may be held liable for the full cost of repairs, exceeding the deductible.

Article VIII: Safety and Incident Reporting

Section 8.1: Accident and Incident Reporting

In the event of an accident, incident, or any event causing damage or injury:

1. **Prioritize Safety:** Tend to the well-being of all persons involved.
2. **Notify the Board:** As soon as practicable, notify the Club President or another Board member by phone.
3. **Preserve the Scene:** Do not move the aircraft unless necessary to prevent further damage.
4. **Do Not Make Statements: Do not admit fault or liability to anyone.** You must only provide required information to the FAA, NTSB, or law enforcement. Cooperate fully with the Club's leadership and its insurance provider.

Conclusion: A Culture of Excellence

These Rules provide the structure for the Club, but our success is built on a shared culture of safety, responsibility, and camaraderie. By embracing the co-owner mindset and actively participating in the Club, members ensure that Silverhawk Flying Club remains a vibrant, safe, and rewarding organization for years to come.