

# **Pactola Flying Club Membership Package**

# Table of Contents

BYLAWS OF THE PACTOLA FLYING CLUB.....3

ARTICLE I: GENERAL.....3

ARTICLE II: OFFICES.....4

ARTICLE III: MEMBERS.....4

ARTICLE IV: BYLAWS AND OTHER RULES.....5

ARTICLE V: BOARD OF DIRECTORS.....5

ARTICLE VI: OFFICERS.....6

ARTICLE VII: MEMBER LIABILITY FOR DAMAGES.....8

ARTICLE VIII: VOLUNTEER LIABILITY AND INDEMNIFICATION.....8

ARTICLE IX: CONTRACTS, CHECKS, DEPOSITS AND FUNDS.....8

ARTICLE X: COMMITTEES.....9

ARTICLE XI: DISTRIBUTION OF ASSETS UPON DISSOLUTION.....9

EFFECTIVE DATE OF BYLAWS.....9

Addendum A: Joining Fees, Monthly Dues, and Hourly Rates.....10

Addendum B: Flight Operations Rules.....11

Addendum C: Pactola Flying Club Membership Application.....15

# BYLAWS OF THE PACTOLA FLYING CLUB

## ARTICLE I: GENERAL

**Section 1. Name.** The *Pactola Flying Club* (hereinafter the “Club”) is registered as a South Dakota nonprofit corporation.

**Section 2. Purposes.** The Club is organized as a social and recreational flying club to promote flying for pleasure, recreation and other social and non-profitable purposes. Furthermore, notwithstanding any other provision of these articles, this corporation shall not engage in any activities or exercise any powers that are not permitted to be carried on by a corporation exempt from the federal income tax under Section 501(c)(7) of the Internal Revenue code or the corresponding section of any future federal tax code.

**Section 3. Authority Precedence.** If there is a conflict between a provision of these bylaws and a mandatory provision of the Articles of Incorporation of the corporation, or a mandatory provision of the laws of the State of South Dakota, the mandatory provision(s) of the laws of the State of South Dakota or of the Articles of Incorporation of this corporation shall control. References and web links to the most relevant governing portions of the *South Dakota Nonprofit Corporation Act* (Chapters 47-22 to 47-28) are included as a convenience. Only a subset of the requirements of the Act are repeated in the bylaws.

**Section 4. Finances.** As a non-profit social organization established and operated exclusively for the benefit of its members, financial support of the Club shall be by membership fees, dues, usage charges, capital contributions, and assessments. Except for reimbursement of approved expenses directly related to Club operations, no club member, member of the Board of Directors (hereinafter the “Board”) or Officer shall receive any salary, compensation or payments for their services relating to any role, position, or service.

**Section 5. Notifications.** Unless stated otherwise, all notifications shall be delivered by hand, by postal mail, or by email. Except where otherwise stated, notification of the time, place, and remote communication protocols for meetings, elections, and votes on proposals must be sent to all members prior to the event. Results of votes must be sent out within no more than two (2) days.

**Section 6. Meetings.** Except where otherwise stated, meetings described in these bylaws by Club members, Officers, or Board members may be held via electronic communication, including email, at any place by any means that allows all participants to substantially see or hear the proceedings concurrently with their occurrence, vote on submitted proposals, pose questions, and make comments [§§ [47-23-4](#), [47-23-5](#)]. Notification must be made pursuant to Section 5 and at a place within Meade or Pennington County of South Dakota.

**Section 7. Voting.** All persons allowed to vote on a proposal or candidates must receive the complete text of the proposal or candidate list by any means prior to the proposed vote. Each person is allowed one vote on a proposal and one per elected position. The vote shall be taken at a meeting conforming to the requirements of Section 6 above. The term “majority vote” in these bylaws shall mean a vote of more than 50% on a proposal or elected position. So a proposal that yields a tie vote is considered rejected while a tie in an elected position remains undecided and will require additional rounds of voting until a majority is achieved or exhaustion sets in.

## ARTICLE II: OFFICES

**Section 1. Principal Office.** The principal office of the corporation shall be located in the State of South Dakota. [§ 47-22-61]

**Section 2. Registered Office.** The registered office of the corporation required by the laws of the State of South Dakota, to be maintained in the State of South Dakota may be, but need not be, identical with the principal office in the State of South Dakota, and the address of the registered office may be changed by the Board.

## ARTICLE III: MEMBERS

**Section 1. Member Class.** The corporation has one class of members as specified in this Article. [§ 47-23-1] The maximum number of members shall be established or adjusted by a majority vote of the Board and published as specified in Addendum A: Joining Fees, Monthly Dues, and Hourly Rates.

**Section 2. Natural Person.** A member is an individual person. Membership does not extend to family members nor to members of other organizations to which the individual member belongs.

**Section 3. Equality.** All members share equally in the property rights, assets, interests, liabilities, and obligations of the Club.

**Section 4. Privacy.** No Club Director, Officer, or Member may disclose the personal information learned from any Membership Application to parties outside the Club, unless required by law, or in the due course of business (e.g. obtaining insurance), or in the interest of safety.

**Section 5. Discrimination.** No person shall be refused membership based on any form of discrimination concerning sex, age, race, color, national origin, or religion, or any basis prohibited by law.

**Section 6. Special Member Meetings.** Pursuant to ARTICLE I: Section 6 special meetings of the members may be called by the request of three or more members at any allowed location. Any vote to be performed at the meeting must be done pursuant to ARTICLE I: Section 7.

**Section 7. Applying.** A person wishing to become a member (or be added to the Waiting List of Section 13) must complete the form in Addendum C: Pactola Flying Club Membership Application. The Board may at its discretion interview an applicant. A majority vote of the Board is required to provisionally approve the person.

**Section 8. Membership Offer.** When a member position becomes available it will be offered to the person who has been waiting the longest on the Waiting List. If the person declines the offer, is unable to pay, or cannot be contacted within three (3) days by phone, email, or other electronic means and at least one other person is on the Waiting List then an offer to join will be made to the next person on the list until an acceptance is received or the list is exhausted. Each person offered a membership, whether accepted, rejected, or declined, shall be removed from the Waiting List. The person becomes a member when (a) through (e) of the following are completed:

- (a) Hold or begin the process to acquire at least a student pilot certificate.
- (b) Hold a U.S. driver's license if intending to fly under Sport Pilot regulations. Prospective members are not required to obtain an FAA medical certificate if intending to obtain a private pilot certificate but it is wise to insure one will not be denied prior to joining.
- (c) Sign the Membership Application.
- (d) For student pilots only: should establish a training agreement with at least one Club approved flight instructor.
- (e) Pay the Joining Fee.
- (f) Pay the first monthly dues or prorated fraction from date of the initial check out or training flight.

**Section 9. Expulsion.** A member may be expelled for non-payment of accounts, violation of any of the Bylaws or operating rules, for disregard of FAA regulations, or unacceptable behavior or conduct. The Board shall notify the member in writing of the reasons for the proposed expulsion at least seven (7) days before the expulsion is to be voted on. The notice shall give the time and place of the meeting at which the member shall be afforded an opportunity to plead their case or remedy the cause of the expulsion. A vote of expulsion requires a two-thirds (2/3) or greater affirmative vote of the Board. Unless a majority of the Board votes otherwise, the expelled member loses the right to exercise Section 10 and is not entitled to any reimbursement of fees or other payments. In any case the member shall relinquish all other membership rights and privileges.

**Section 10. Resignation.** A Club member may resign at any time without penalty other than the resignation shall become effective on the last day of the month in which the resignation was presented to a club officer. The member has the option of naming another person to replace them as a member, in which case that person shall bypass the Waiting List and immediately be considered for membership in the Club. That named person shall not need to pay the joining fee described elsewhere in this document. Any monetary exchange between the resigning Club member and named person is outside the scope of the Club's purview.

**Section 11. Death or Disability.** If a member dies, or becomes physically or mentally disabled such that they are unable to pilot an aircraft, then the member's joining fee and any outstanding credits will be paid back to the member or the member's estate within sixty (60) days of the Club receiving notification of the member's condition. Any outstanding debts of the member shall also be forgiven. The costs shall be covered from available funds, or the Board voting in a special assessment of members.

**Section 12. Exit Responsibilities.** Expelled and resigning members remain responsible and liable for any and all Club expenses such as hourly usage fees, monthly dues and similar obligations they incurred up to the point of their exit date.

**Section 13. Waiting List.** When operating at the membership cap the Club will maintain, in chronological order, a Waiting List of provisionally approved persons. To be placed on the Waiting List a person must submit to and satisfy the procedure of Section 7.

#### **ARTICLE IV: BYLAWS AND OTHER RULES**

**Section 1. Scope.** These Bylaws, Addendum A: Joining Fees, Monthly Dues, and Hourly Rates, and Addendum B: Flight Operations Rules, and any other regulations deemed necessary by the Board, constitute the regulations that govern the Club.

**Section 2. Changes.** Alterations, amendments, repeal, or adoption of new Bylaws or other Club documents shall be approved by a majority of the Board, or alternatively by a majority of all members, that is taken in accordance with ARTICLE I: Section 7. The bylaws may contain any provisions for the regulation or management of the affairs of the corporation not inconsistent with the law or the Articles of Incorporation. Changes to addenda of these Bylaws may be approved separately from these Bylaws, and by a majority vote of the Board.

**Section 3. Conflict of Interest.** Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall fully disclose the nature of the interest and withdraw from voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

#### **ARTICLE V: BOARD OF DIRECTORS**

**Section 1. General Powers.** The affairs of the corporation shall be managed by a Board of Directors to the extent specifically enumerated in these Bylaws.

**Section 2. Number, Tenure and Qualifications.** The number of directors of the corporation shall be three (3) and shall be elected by and from the Members of the Club. [[§ 47-23-14](#)] Nominations for Board positions may be made by any member, including self-nominations. Each director shall hold office for one (1) year from the date of their election.

The terms of the directors of the corporation will begin immediately following their election. The members of the Board shall be elected at annual meeting or at a special meeting called for that purpose. All current directors shall be entitled to participate in the annual election of directors. Directors shall be natural persons of the age of eighteen (18) years of age or older.

**Section 3. Resignations.** Any director may resign at any time by giving written notice to the president or secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 4. Vacancies.** Any vacancy occurring on the Board, and any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors. Upon affirmative acceptance of election or appointment to office, such director is considered temporary but shall be installed immediately until such time that an election by the membership is held, that time being no longer than sixty (60) days from the time of the temporary appointment.

**Section 5. Annual Meetings.** Pursuant to ARTICLE I: Section 6 regular annual meeting of Club members and the Board shall be held in January of each year for the purpose of electing Directors and for transacting any other business that may come before the Club members or the Board.

**Section 6. Special Board Meetings.** Pursuant to ARTICLE I: Section 6 special meetings of the Board may be called by the request of the President or any two directors.

**Section 7. Quorum of Directors.** A majority of the Directors fixed by Section 2 shall constitute a quorum for the transaction of business at any Board meeting.

**Section 8. Action by Directors Without a Meeting.** Any action required to be taken at a meeting of the directors of the corporation or any action which may be taken at a meeting of the directors may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the Directors. This consent shall have the same force and effect as a unanimous vote and notice shall be made pursuant to ARTICLE I: Section 5.

**Section 9. Removal of Director.** A director with three (3) consecutive unexcused absences from Board meetings shall be deemed to have forfeited office and a vacancy shall occur therein.

## **ARTICLE VI: OFFICERS**

**Section 1. General.** Only a member of the Club may serve as an officer. The officers of the corporation shall consist of a president, vice-president, secretary, treasurer, maintenance officer, and social officer. The president shall also be Chairman of the Board. Other officers may be members of the Board. Any two or more offices may be held by the same person, except the offices of president and secretary. [[§ 47-23-24](#)]

**Section 2. Appointment and Term of Office.** Elections for each officer position shall occur at each annual meeting by majority vote of all Club members. Nominations for an officer position requires a written submission from two or more members. Each officer shall hold office until: their successor shall have been duly appointed; their death; their resignation, or removed in the manner hereinafter provided.

**Section 3. Removal.** Any officer may be removed by the Board when in their judgment the best interests of the Club will be served. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Appointment of an officer or agent shall not of itself create contract rights.

**Section 4. Vacancies.** A vacancy in any office, however occurring, may be filled by nominations and a majority vote of the Board for the unexpired portion of the term.

**Section 5. President.** The president shall be the principal executive officer of the corporation and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the corporation. The president shall, when present, preside at all meetings of the Board, and may sign, with the Secretary or any other proper officer of the corporation authorized by the Board, all documents which the Board has authorized to be executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board.

**Section 6. Vice-President.** The vice-president shall assist the president and shall perform such duties as may be assigned by the president or by the Board. In the absence of the president, due to their death or inability or refusal to act, the vice-president shall perform the duties of the president. When so acting shall have all the powers of and be subject to all restrictions upon the president.

**Section 7. Secretary.** The secretary shall: (a) keep minutes of the proceedings of the Members' and Board in one or more books or electronic records provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) maintain a list of current phone number, email, and postal address of all members, Directors, and persons on the Waiting List; and (e) in general, perform all duties incident to the office of secretary and such other duties as may be assigned by the president or by the Board.

**Section 8. Treasurer.** The treasurer shall be the principal financial officer of the corporation and shall have the care and custody of all funds and other personal property of the corporation and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts for monies due and payable to the corporation, deposit all such monies in the name of the corporation in such depositories selected by the corporation, and shall pay out of the funds on hand all bills and other just debts of the corporation.

The treasurer shall perform all other duties incident to the office of Treasurer and, upon request of the Board, shall make such reports to it as may be required at any time or as required by law. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president.

The treasurer shall also be the principal accounting officer of the corporation, and shall maintain the methods and systems of accounting to be followed, keep correct and complete books and records of account, and prepare and file all local, state, and federal tax returns. The treasurer shall make available all such records available for review when requested by any member, Director, or Officer of the Club during regular business hours, or optionally at any time when stored electronically on a secure online website.

**Section 9. Maintenance.** The Maintenance Officer shall be responsible for the maintenance of club aircraft and equipment. The Maintenance Officer arranges for all maintenance tasks, scheduled and unscheduled, and keeps all maintenance records up-to-date. The Maintenance Officer creates and maintains methods of reporting maintenance issues, including methods for members to immediately ground aircraft at the sole discretion of that member. The Maintenance Officer shall create and enforce return-to service standards. In consultation with the Social Officer, the Maintenance Office shall arrange aircraft and hangar clean-up and maintenance days. Provides a Maintenance Report at all membership meetings. The President shall be constantly apprised of all matters related to maintenance.

**Section 10. Social.** The Social Officer shall maintain the club's Waiting List, social calendar, be responsible for forming and leading ad-hoc committees to organize and implement activities such as fly-outs, fly-ins, open days, etc. The Social Officer shall be responsible for the club website and social media sites. The Social Officer shall promote the club through community outreach.

**Section 11. Safety.** The Safety Officer shall be responsible for the club's safety records, education, and conformance. The Safety Officer shall, either directly or through delegation, check out new members prior to their operating club aircraft as specified in the operating rules. The Safety Officer shall plan and conduct safety meetings as he or she deems appropriate. The Safety Officer shall maintain records of member's currency and shall inform affected members and the President of any impending lapses.

**Section 12. Other Officers.** Additional officer positions may be created upon an affirmative vote of a majority of the Board at a regular board meeting. Individuals appointed to, and the terms and duties of such officer positions, shall be as established and amended by an affirmative vote of a majority of the Board as necessary. These bylaws shall be amended as necessary to reflect the addition or deletion of additional officer positions.

#### **ARTICLE VII: MEMBER LIABILITY FOR DAMAGES**

**Section 1. Responsibility Determination.** In the event of any accident the Board or a committee appointed by the Board shall take all steps necessary to ascertain the facts, conditions, and circumstances for the accident. They shall arrive at conclusions regarding the probable causes and the responsibilities for said accident and shall make known to all parties involved in the accident its findings in the form of a written report.

**Section 2. Liability Limit.** The Board shall not impose financial responsibility on any one member in excess of two-thousand (\$2,000.00) dollars or the insurance deductible, whichever is greater, for any one accident, unless the damage is not covered by insurance, in which case the party responsible for the damage shall be liable for the full extent of the cost of repairs to the aircraft, subject to the decision of the Board.

**Section 3. Time Limit.** All financial obligations imposed on any member as a result of the decision of the Board shall be satisfied within thirty (30) days of written notice or other arrangements agreed to by the Board. If the obligations are not satisfied then the expulsion procedure of ARTICLE III: Section 9 may be exercised.

**Section 4. Two Pilot Case.** In the event of an accident in which two pilots have access to the controls, the legal Pilot in Command shall be held financially responsible.

#### **ARTICLE VIII: VOLUNTEER LIABILITY AND INDEMNIFICATION**

**Section 1. Liability.** As provided by [§ 47-23-2](#) and [§ 47-23-2.1](#) of the laws of the State of South Dakota, directors, officers, and committee members serving without compensation that act without willful or wanton misconduct are generally not held liable for official actions.

**Section 2. Indemnification.** The corporation shall indemnify each director, officer, employee and volunteer of the corporation to the fullest extent permissible under [§§ 47-22-65.1 to 47-22-65.8](#) and [§ 47-23-27](#) of the laws of the State of South Dakota. At its discretion it may purchase insurance insuring its obligations hereunder or otherwise protecting the persons intended to be protected by this Section.

The corporation shall have the right, but shall not be obligated, to indemnify any agent of the corporation not otherwise covered by this Section to the fullest extent permissible under the laws of the State of South Dakota.

#### **ARTICLE IX: CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**Section 1. Contracts.** The Board may authorize any officer(s) or agent(s) of the corporation, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**Section 2. Check Signatures.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer(s), agent(s) of the corporation in a manner determined by resolution of the Board. No such instrument shall be issued or presented for payment by the corporation in an amount greater than two thousand dollars (\$2000) unless approved by at least two officers or directors.



**Section 3. Unbudgeted Expenses.** Any expenditure not budgeted that is greater than two hundred dollars (\$200) must be approved by the Board prior to payment.

**Section 4. Deposits.** All funds of the corporation shall be deposited solely to the credit of the corporation in such banks, credit unions, trust companies or other depositories as the Board may select.

#### **ARTICLE X: COMMITTEES**

**Section 1. Committees.** The Board may establish such committees as it deems necessary to carry out the duties of the Board. The members of each committee shall be appointed by the President and approved by the Board. The Board shall by resolution provide for the rules of operation for each committee established.

#### **ARTICLE XI: DISTRIBUTION OF ASSETS UPON DISSOLUTION**

**Section 1. Distribution of Assets Upon Dissolution of the Corporation.** Upon dissolution of the corporation any remaining assets shall be distributed in the following order: (i) to pay the debts of the corporation, including interest as necessary; (ii) equally to each member of Pactola Flying Club pursuant to the laws of the State of South Dakota and the appropriate sections of the Internal Revenue Code or the corresponding section of any future federal tax code.

Any such assets not so distributed shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization(s) as said Court shall determine, which are organized and operated exclusively for such purposes.

#### **EFFECTIVE DATE OF BYLAWS**

The foregoing Bylaws were adopted and made effective on August 25, 2025 by a majority vote of the Members of the Pactola Flying Club.

## **Addendum A: Joining Fees, Monthly Dues, and Hourly Rates**

**Section 1. Computation of fees, dues, and rates.** The Club joining fee, monthly dues and hourly rates are determined by reference to the Club expenses and current number of members. Maximum fuel reimbursement is never less than the fuel price at *Westjet Air Center* at Rapid City Airport. The calculated numbers may be modified at the discretion of, and by majority vote, of the Board. Current numbers are updated as financial conditions change. All such duly voted changes are published in updated issues of the *Pactola Flying Club Rate Sheet and Payment Methods* and also appear on the *Flight Circle* web scheduler and public facing site [www.pactolafllying.club](http://www.pactolafllying.club).

**Section 2. Rates and limits subject to board majority changes.**

Club Capacity.

Hourly Rate (Wet) for each aircraft.

Joining Fee.

Monthly Dues.

Fuel Reimbursement Limit.

**Section 3. Sales tax.**

Applicable state and city sales tax is already included in the joining fee, monthly dues, and hourly rate. The club Treasurer shall forward withheld taxes as required by South Dakota State Law.

**Section 4. Member payments.**

Payments should be sent no later than the 15<sup>th</sup> of the month after invoice received on the 1<sup>st</sup>. Updated hourly usage fees and invoices will be available in the *Flight Circle* web scheduler after flight times are entered.

Payments may be made using check, credit card, Zelle, ACH transfer, or Black Hills Federal Credit Union transfer for members who also bank there. Details on using each method are available in the *Pactola Flying Club Rate Sheet and Payment Methods* document distributed to existing, new and prospective members.

# Addendum B: Flight Operations Rules

## Section 1: GENERAL OPERATIONAL RULES

1. Aircraft provided by the club are for the exclusive use of its members.
2. A member may use club aircraft for personal transportation, pleasure, or flights incidental to a business or employment.
3. Club aircraft shall not be used for compensation, hire, commercial operations, or business that is not incidental to aviation.
4. Non-student members may only act as pilot in command of those club aircraft for which they have received a check out from a Club approved instructor.
5. During a check out in a club aircraft a member shall demonstrate aeronautical skills to a level appropriate to the certificate held to the satisfaction of the Club approved instructor and meeting the requirements of the aircraft insurance policy.
6. Only Certified Flight Instructors approved by the Club and named on the list of approved instructors are authorized to give check outs in Club aircraft.
7. Club aircraft may be flown solo only by individuals who satisfy the applicable requirements of the Club, the aircraft's insurance policy limitations, and FAA regulations.
8. It is each member's responsibility to comply with all airport and FAA regulations and requirements when flying Club aircraft.
9. No flights may be flown outside of United States of America air space.
10. Other than for emergency purposes, Club aircraft may only be landed at FAA charted fields that are within the aircraft's operating capability to safely land and depart.
11. Non-student members may use non-member instructors for flight reviews and instruction (e.g. instrument rating add-on) so long as the member acts as legal PIC.
12. Members who are not instructors approved by the club may not use Club aircraft to provide instruction or flight reviews to anyone who is not a Club member. Club approved flight instructors may provide a single combination instruction and introduction flight to a non-member.
13. The Club is not a flight school and is not involved in remunerations between members and instructors. Members are responsible for arranging and negotiating all curriculum, scheduling, and payment terms with their instructors.
14. Members shall conduct a comprehensive preflight inspection prior to every flight. The aircraft preflight shall follow the procedures detailed in the Pilot's Operating Handbook.
15. Fueling at Rapid City Airport **must** be done by *Westjet Air Center*. Tell the lineman, fueler, or office person that a credit card is on file for the airplane and the fuel should be billed to it. The club gets a preferred hangar rate in exchange for the contractual obligation to purchase fuel from Westjet. So purchasing fuel from the Rapid Fuel self-serve pumps is grounds for expulsion from the club.
16. Fueling at any other airport must be purchased by the member. To justify reimbursement by the Club for such purchases a scanned or photo image of the receipts should be emailed to the Club Treasurer or copied to the *Flight Circle* menu *Dashboard* under the *Receipts for Reimbursable Purchases* folder. Fuel is reimbursed at the price per gallon paid by the member but not to exceed the price per gallon specified in Addendum A: Joining Fees, Monthly Dues, and Hourly Rates Section 2.

17. Members shall use checklists covering the checks listed in either the Pilot's Operating Handbook or the Club provided checklist for all flight conditions, including but not limited to take-off, cruise, before landing and post-landing procedures.
18. Members should follow the recommended leaning procedure during taxi, take-off, cruise flight and landing.
19. Members are reminded that insurance coverage is not valid if club aircraft are flown without meeting regulatory requirements and beyond limitations established by the insurance company.
20. Members should obtain and become familiar with an Aircraft Flight Manual/Pilot Operating Handbook for every club aircraft flown.
21. Upon completion of a flight, the pilot shall perform a thorough post-flight inspection of the aircraft and therefore should insure the reserved period includes time to perform these tasks:
  - a. Document any squawks noted before, during, or after the flight
  - b. Remove all personal items and clean the cabin
  - c. Remove all bugs from the windscreen, windows and leading edges as soon as possible following a flight using only the provided materials for cleaning – such as microfiber cloths on windows
  - d. The pilot must insure the fuel tanks are filled prior to returning it to the hangar.
22. Any unreported damage or discrepancies discovered by a member may be assumed to have been caused by the previous user so long as the damage is found during preflight, initial taxi, or takeoff and promptly entered as a squawk into *Flight Circle*.

#### Section 2: CLUB APPROVED INSTRUCTOR RULES

1. Members who hold FAA Flight Instructor Certificates must ask to be added to the list of Club approved instructors.
2. Approved instructors are independent contractors who have been identified as meeting Club and insurance coverage requirements.
3. Approved instructors may give the initial club-joining check outs and provide instruction to student pilot Club members in Club aircraft. They are allowed to charge fees for these services.
4. Approved instructors must promptly inform the Club when they accept a student as a client and when the client relationship ceases.
5. Approved instructors are responsible for arranging and negotiating all curriculum, scheduling, and payment terms with student clients.
6. Approved instructors are responsible for insuring solo authorizations meet all FAA regulations, insurance policy requirements and limitations, and of course that the student is ready to solo. The scope of such authorizations must be at the discretion of the instructor.
7. So as to allow maximum learning opportunities and teaching variety, approved instructors are urged to cooperate with fellow instructors who may be employed by the same students.

#### Section 3: STUDENT PILOT RULES

1. Because membership spots are limited a student pilot who has not earned a private or sport pilot certificate within 16 months of joining will be terminated by the Club.
2. Students are responsible for arranging and negotiating all curriculum, scheduling, and payment terms with Club approved instructors.
3. Students may only fly with Club approved instructors when operating Club aircraft.

4. Students may only fly solo when authorized by a Club approved instructor and such flights conform to any insurance policy limitations on student solo flights.
5. Students may employ more than one approved instructor so as to provide second opinions or to open additional training time.

#### Section 4: RESERVATION OF CLUB AIRCRAFT

1. No member shall fly a club aircraft without first reserving the aircraft in at the *Flight Circle* web site.
2. Members shall reserve only the time for which they will be using the aircraft.
3. Reservations remain valid until canceled. **When unable to fly as scheduled please cancel or update the times of the reservation as soon as possible.**
4. If the aircraft cannot be returned at the time stated in the schedule, members should attempt to contact any member so disadvantaged, or a Board Member.
5. Please check in your reservation as soon as possible after the plane is returned.
6. A member will not be allowed to hold more than 4 reservations on the reservation calendar at one time.
7. Overnight flights may be scheduled.
8. Weekend and/or extended-time flights may be scheduled. Reservations spanning up to 7 consecutive days (168 hours) may be booked using *Flight Circle*. Reservations spanning more than that amount require approval of a Board Member prior to booking the aircraft. A Board Member may not approve their own extended reservation.
9. A member who utilizes club aircraft to an extent that impedes another member's ability to utilize the aircraft, may have flight time limits imposed and may have scheduling limitations applied, at the discretion of the Board of Directors.

#### Section 5: REPORTING TIME AND EXPENSES

1. All club aircraft shall be checked out prior to flight and checked in upon completion of flight, using *Flight Circle*. Members are allowed to enter reimbursement amounts for any fuel or oil purchased but must upload or email the receipts or other proof of payment within seven days.
2. All flight time will be reported from the tachometer in each aircraft, rounded-up to the next highest 1/10th of an hour. Discrepancies shall be noted when the aircraft is checked out or checked in and brought to the attention of the Treasurer.
3. During preflight a member must ensure the starting tachometer time matches the last value entered into *Flight Circle*. Any discrepancy must be reported to an officer. Before returning the aircraft to the Westjet hangar the ending tachometer time must be entered into the *Flight Circle* reservation entry as soon as practicable when Internet access becomes available to the member.
4. All maintenance services and activities other than adding fuel and oil must be coordinated with the Maintenance Officer or, if not available, a Board Member, prior to having the service performed. They in turn may need to contact the lessor. Any maintenance performed outside of these guidelines, which might be needed when away from the home airport, could become the financial responsibility of the member who authorized the work.
5. All maintenance squawks should be reported at the time of discovery using *Flight Circle*.
6. If you deem the aircraft to be not airworthy, then immediately ground it and leave a prominent note in the aircraft and enter an appropriate grounding squawk into *Flight Circle*. Contact the Maintenance Officer or a Board Member and any club members who are already scheduled to use the aircraft.

7. Check and follow the procedures for shutting down and securing the aircraft at the completion of all flights. **Ensure that the master switches are off** to avoid draining the battery.

#### Section 6: STRANDED AWAY FROM BASE

1. If a club aircraft becomes stranded due to weather, please contact a Board Member or Officer to discuss the situation and determine a resolution. In the interest of safety no member shall be penalized for a delayed return due to weather, foreseeable or unforeseeable, that the pilot judges unsafe to fly. However, the member shall be liable for all ferry expenses if the aircraft must be ferried back by someone other than the member.

## Addendum C: Pactola Flying Club Membership Application

Last Name:  First Name:  Middle Initial:   
 Street Address:  City:  State:  Zip:   
 Phone No(s):        
 Email Addresses:      
 Emergency Contact Name:  Phone No(s):

### The Following Information is Required for Insurance and Must be True and Complete

Employer:  Date Employed:  Position:   
 Date of Birth:  Pilot Certificate No.:   
 Last Biennial:  Model Used:  Last Medical:  Class of Medical:   
 Logged Hours, all Aircraft. Total:  In past 12 months:  In past 90 days:   
 C-172 Hours. Total:  In past 12 months:  In past 90 days:

	Total Hours	Certificates and Ratings	
Tailwheel	<input type="text"/>	<input type="checkbox"/> Student	<input type="checkbox"/> Instructor
Retractable Gear	<input type="text"/>	<input type="checkbox"/> Private	<input type="checkbox"/> Rotorcraft
Multiengine	<input type="text"/>	<input type="checkbox"/> Commercial	<input type="checkbox"/> Glider
Turboprop	<input type="text"/>	<input type="checkbox"/> Airline Transport	<input type="checkbox"/> Lighter-Than-Air
Jet	<input type="text"/>	<input type="checkbox"/> Single-Engine Land	<input type="checkbox"/> A & P Mechanic
Rotorcraft	<input type="text"/>	<input type="checkbox"/> Multi-Engine Land	<input type="checkbox"/> Aircraft Inspector
Instrument, Actual	<input type="text"/>	<input type="checkbox"/> Centerline-Thrust	<input type="checkbox"/> Multi-Engine Instructor
Instrument, Simulated	<input type="text"/>	<input type="checkbox"/> Single-Engine Sea	<input type="checkbox"/> Type Ratings: <input type="text"/>
Instructor	<input type="text"/>	<input type="checkbox"/> Multi-Engine Sea	<input type="checkbox"/> Other: <input type="text"/>
Sea	<input type="text"/>	<input type="checkbox"/> Instrument	

### Proficiency/Recurrent Training Attended for Specific Models

School-Location	Year Attended	Aircraft Model	Simulator Hours	Flight Hours
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Have you ever:

1. As a pilot, been in any aircraft accidents?
2. Been cited for violating civil or military flight regulations?
3. Been convicted or plead guilty to a felony?
4. Been arrested for driving under the influence of drugs or alcohol?
5. Had any waivers or limitations (excluding corrective lenses) on your Medical Certificate?
6. Had an insurance company not renew a policy, or cancel or decline to issue a policy?


Explain each "Yes" answer in the box on the next page. Include dates and details.

**Declarations: I understand that I may not operate, as a Pilot in Command, any Pactola Flying Club aircraft unless I am current and qualified in that aircraft and satisfy all flight and medical currency and other requirements as stipulated by local, state and federal regulations (FAR's), and by Pactola Flying Club Bylaws and Flight Operation Rules. Furthermore, I have read and understand the BYLAWS OF THE PACTOLA FLYING CLUB, including Addendum A: Joining Fees, Monthly Dues, and Hourly Rates, and Addendum B: Flight Operations Rules, and will abide by the same.**

**I further understand that any false statements above, violation of FAA regulations or violation of club Bylaws, Flight Operation Rules, or failure to pay debts owed may result in my expulsion from the Pactola Flying Club at the discretion of the Pactola Flying Club Board.**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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(You will be emailed a request to electronically sign and date this document when you are approved for membership.)

Email your completed application to [info@pactoloflying.club](mailto:info@pactoloflying.club).