

# Operational and Financial Rules of Desert Flying Club

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Desert Flying Club – A Nevada Nonprofit Corporation

## **Table of Contents**

1	SECTION I – DEFINITIONS.....	3
2	SECTION II – RESERVATIONS .....	4
3	SECTION III – AIRCRAFT OPERATIONS.....	5
4	SECTION IV – PAYMENTS AND CHARGES.....	10

## **1 SECTION I – DEFINITIONS**

- 1.1 DFC – The term DFC shall refer to Desert Flying Club.
- 1.2 MEMBER(S) – The terms member and members shall refer to the provisional and full members, as well as the Officers and Board of Directors of DFC.
- 1.3 PROVISIONAL MEMBER(S) – The terms Provisional Member and Provisional Members shall refer to members of DFC that comply with Article 4.2.1 of the DFC Bylaws.
- 1.4 FULL MEMBER(S) – The terms Full Member and Full Members shall refer to members of DFC that comply with Article 4.2.2 of the DFC BYLAWS
- 1.5 DFC BYLAWS – The terms Bylaws and DFC Bylaws shall refer to the current revision of the bylaws of DFC as amended and approved by the DFC Board of Directors or DFC members
- 1.6 BOARD OF DIRECTORS – The terms Board and Board of Directors shall refer to the currently serving DFC Board of Directors as defined in Article 6 of the DFC Bylaws
- 1.7 OFFICERS – The terms Officer, Officers, DFC Officer, and DFC Officers shall refer to the currently serving DFC Officers as defined in Article 7 of the DFC Bylaws.
- 1.8 INDIVIDUAL OFFICERS – The terms President, Chief Financial Officer, Secretary, Membership Manager, Safety Officer, Chief Flight Officer, Maintenance Officer, and Fleet Operations Officer shall refer to the currently serving officers of DFC as defined in Article 7.5 of the DFC Bylaws.
- 1.9 CFI – The terms CFI and instructor shall refer to members who are a current FAA Certified Flight Instructor operating within the limits of their certification that are currently approved by the DFC Chief Flight Officer to teach in DFC Aircraft.
- 1.10 CHECKOUT INSTRUCTORS – The terms Checkout Instructor and Checkout CFI shall refer to current FAA certified CFI's operating within the limits of their certification that are currently approved by the DFC Chief Flight Officer to perform Checkouts and Flight Reviews in DFC Aircraft.
- 1.11 FLIGHT REVIEW – The term Flight Review shall refer to a review of knowledge of FAA rules and regulations, club policies and procedures, and best practices, as well as a demonstration of piloting skills to satisfy the flight review requirements of FAR 61.56 AND the DFC standards set forth by DFC.

- 1.12 CHECKOUT(S) – The terms Checkout and Checkouts shall refer to the satisfactory demonstration of a member to pilot a particular aircraft or group of aircraft safely and in accordance with DFC and FAA safety and compliance standards, and does not count as a Flight Review.
- 1.13 PRE-SOLO CHECKOUT – The term Pre-solo Checkout shall refer to a satisfactory demonstration of a student pilot to operate a particular aircraft safely and according to DFC and FAA safety and compliance standards, and does not count as a Flight Review.
- 1.14 AIRCRAFT MAKE – The terms Make and Aircraft Make shall refer to all club aircraft from a particular manufacturer (ex: Cessna, Piper, Mooney, etc.)
- 1.15 AIRCRAFT MODEL – The terms Model and Aircraft Model shall refer to all club aircraft of the same model as defined by the manufacturer and have the same style landing gear (fixed or retract)

## **2 SECTION II – RESERVATIONS**

- 2.1 Members must make their own reservations. Proxy scheduling is not allowed.
  - 2.1.1 In the case of provisional members, out of currency Flight Review, and individual aircraft Checkouts the reservation is to be made by the CFI or Checkout Instructor conducting the training or Checkout.
- 2.2 If the CFI training a student pilot is not a Checkout Instructor the student must pass a Pre-solo Checkout with a DFC Checkout Instructor before being granted permission to solo club aircraft.
- 2.3 Members must schedule the aircraft only for the actual time needed.
  - 2.3.1 If a member fails to arrive for their scheduled reservation time, any other member may over-schedule and fly the aircraft after at least 15 minutes have elapsed since the start of the reservation of the previous member. If a member fails to utilize a reservation and does not cancel before twenty four (24) hours before the time of the reservation, that member may be charged applicable fees for that aircraft.
    - 2.3.1.1 In the event that the scheduled time is less than 3 hours of flight time, the member will be charged 1 hour of flight time.
    - 2.3.1.2 In the event that the schedule time is greater than 3 hours of flight time, the member will be charged the daily minimum for that aircraft.
  - 2.3.2 Members returning more than 1 hour later than scheduled or chronically more than 15 minutes late may be charged a late return fee of not more than 1 hour rental rate for the aircraft rented per occurrence.

- 2.4 The maximum number of active reservations any member can have for club aircraft is six (6)
- 2.5 Reservations for all club resources require a descriptive comment and should contain one or more of the following:
  - 2.5.1 Flight destination
  - 2.5.2 Purpose of flight
  - 2.5.3 CFI / Student Name
  - 2.5.4 Any other relevant information

### **3 SECTION III – AIRCRAFT OPERATIONS**

- 3.1 No member may operate as PIC any DFC aircraft until they have completed a Flight Review or Pre-Solo Checkout by a DFC approved CFI.
- 3.2 Smoking is not permitted in any DFC aircraft or within 100 feet of the aircraft at any time.
- 3.3 Pets and animals are only permitted in DFC aircraft under the following circumstances:
  - 3.3.1 Member receives prior written permission from the aircraft owner and board of directors
  - 3.3.2 The pet or animal must be in a solid crate during the entirety of the flight
  - 3.3.3 The member is responsible for any cleaning fees that may occur
- 3.4 Members must return aircraft in a clean and orderly condition.
  - 3.4.1 Trash is to be removed from aircraft including oily rags and empty oil containers.
- 3.5 Carrying and/or consuming non-carbonated liquids in DFC aircraft is permitted with the following restrictions:
  - 3.5.1 All drinks must be stored in and consumed from a spill proof, resalable container.
  - 3.5.2 The container must be sealed and stowed securely at all times when not in use.
- 3.6 Metallic items are to be kept off glare shield at all times, including headsets, iPads, iPad mounts, etc. This prevents scratching of windscreen and magnetic compass interference.
- 3.7 All DFC members operating any DFC aircraft must have a valid reservation in accordance with section 2 of these Operational Rules.

- 3.8 All operations of DFC aircraft must be conducted under FAR part 91. Members must comply with all applicable FAA rules and regulations for the type of operations being conducted. Specifically air charter and any commercial operations are prohibited in all DFC aircraft.
- 3.9 DFC aircraft operations outside the United States will require specific approval by the Board of Directors and aircraft owner.
  - 3.9.1 Members must obtain written authorization from the owner and board of directors for each trip outside the United States.
  - 3.9.2 Members must comply with all U.S. and foreign flight rules and regulations as well as all applicable laws while out of the country.
  - 3.9.3 The member shall convert all approved expense charges to U.S. Dollars.
  - 3.9.4 The member shall comply with any checkout requirements established by the aircraft owner, Safety Officer, or Board of Directors.
  - 3.9.5 Members assume all liability for any licensing, permits, or other fees related to the international trip.
- 3.10 Only full and student members in good standing may reserve or operate DFC aircraft and only full members can carry passengers. Members can lose good standing and become suspended by any DFC Officer or member of the Board of Directors in accordance with DFC Bylaws Article 4.5 AND for the following reasons:
  - 3.10.1 Failure to abide by the DFC Bylaws and these Operational Rules
  - 3.10.2 Causing damage to any club aircraft through misuse, or failure to become familiar with the systems and operation of any club aircraft.
  - 3.10.3 Any other actions deemed by DFC, its Officers, or Board of Directors to be reckless, unsafe, or otherwise not in the best interest of DFC
- 3.11 Full Members must complete an annual proficiency check by a DFC approved CFI
  - 3.11.1 The annual proficiency check should be done in the most advanced aircraft that the member has been checked out in.
    - 3.11.1.1 When the member completes the annual proficiency check for one aircraft, the member completes the annual checkout for any other lesser complex aircraft that they have flown at least 5 hours in the prior 6 calendar months.

- 3.11.1.2 If the member does not have 5 hours in the prior 6 months of the annual proficiency check, the member needs to complete a proficiency check in the other aircraft.
    - 3.11.2 Failure to pass or failure to take an annual proficiency check will change the member's status to a provisional membership in DFC.
    - 3.11.3 If the member fails to pass an annual proficiency check can attempt a proficiency check no sooner than two (2) weeks after the failure of the first proficiency check.
    - 3.11.4 The member may elect to appeal the decision of the CFI in writing to the Chief Flight Instructor.
      - 3.11.4.1 Decisions available to the Chief Flight Instructor:
        - 3.11.4.1.1 Uphold the decision of the CFI
        - 3.11.4.1.2 Assign a new CFI to complete a proficiency check, which fees will be paid by DFC, if the member passes the proficiency check. Rental fees for the aircraft will be paid by the member.
- 3.12 Full and Student Members must attend a DFC safety meeting, FAASafety Seminar or other WINGS course at least once every six (6) months.
  - 3.12.1 Failure to complete this requirement will change the member's status to a provisional membership in DFC.
  - 3.12.2 The pilot's membership status will return to either full or student membership once proof of attendance to a DFC safety meeting, FAASafety Seminar or other WINGS course is completed and give to the Safety officer.
- 3.13 Full and student members are permitted to operate DFC aircraft at all public airports appearing on government issued or approved charts. Operations by members other than owners of the aircraft being operated are subject to the following restrictions:
  - 3.13.1 Operating DFC aircraft at airports with a runway with less than 2500 feet available for landing OR takeoff will require a proficiency check as defined by the Chief Flight Officer.
  - 3.13.2 Operating DFC aircraft at any airport with a pressure altitude greater than 5000 feet MSL shall require a proficiency check as defined by the Chief Flight Officer.
  - 3.13.3 Operations of DFC aircraft at airports with unpaved runways is prohibited unless special permission is obtained by the aircraft owner, Safety Officer, or Chief Flight Officer.
  - 3.13.4 A proficiency check, ground discussion or approved safety training seminar within the previous six months as defined by the Chief Flight Officer shall be required when operating DFC aircraft at the airports defined below:

3.13.5 Aircraft Specific Limitation & Pilot Requirements. To act as PIC, club members must meet the following aircraft specific training and performance requirements and adhere to any limitations listed, in addition to FAA certification limitations, whichever is more restrictive, regardless of whether or not it is listed here:

3.13.5.1.1

Specific Aircraft	Minimum Pilot Requirements	CFI Requirements
Cessna 172, PA28-160 or -180, Remos, Beech B19 Musketeer	Student Pilot (a)	350 hrs total, 10 hrs make and model
Cessna 177B	Private Pilot (c), 100 hrs total time, 3 hrs dual	Owner approval
DA40	Private Pilot (c), 100 hrs total time, 3 hrs dual	350 hrs total, 5 hrs make and model
PA24	Private Pilot (c) , 100 hrs total time, 3 hrs dual, 25 hrs complex (b)	Owner approval
Beech BE55 Baron	Private Pilot (c), 250 hrs total time, 50hrs multi + 5hr minimum checkout (d)	750 hrs total, 250hrs instruction given, 50 hrs multi, 15 hrs make and model, Owner approval
<p>(a) A satisfactory logged flight check in any 145 to 180 hp fixed gear C172 is valid for any other fixed gear C172. A satisfactory logged flight check in any 140 to 180 hp fixed gear PA28 is valid for any other fixed gear PA28.</p> <p>(b) In lieu of 25 hours complex, 5 hrs dual flight training in make and model may be substituted.</p> <p>(c) Must have annual flight check in type. See Section 3.11.1</p> <p>(d) In lieu of 50hrs multi, 10hrs prior make and model (BE55 or BE58) and 5hrs minimum checkout or 20hrs minimum checkout. Additional time may be required on checkout. CFI endorsement required.</p>		

3.14 Instruction of student pilots in DFC aircraft is privileged to DFC members in good standing. Additionally all Flight Instructors are subject to the following restrictions:

3.14.1 Any CFI conducting dual instruction with a student is required to pass a proficiency check conducted by the Chief Flight Officer or other designee to standards defined by the Chief Flight Officer and Board of Directors.

3.14.2 Any CFI conducting Checkouts or Flight Reviews is required to pass a proficiency check conducted by the Chief Flight Officer or other designee to standards defined solely by the Chief Flight Officer and approved by the Board of Directors. Additionally they must be of good moral character, demonstrate a focus on safety and loyalty to DFC, as well as intimate knowledge of DFC Bylaws, these Operational Rules, and guidelines.

3.15 Receiving dual instruction in DFC aircraft is privileged to DFC members in good standing. Additionally all student pilots are subject to the following restrictions:

3.15.1 Students operating any club aircraft solo must have a logbook endorsement for the aircraft being operated or other aircraft of identical make and model as well as similarly equipped.



- 3.15.2 Student pilots may not operate any club aircraft solo under any conditions greater than that specified by their CFI's endorsement in their logbook or the following conditions, whichever is more restrictive under the following meteorological conditions:
  - 3.15.2.1 Crosswind component greater than 6 knots
  - 3.15.2.2 Sustained winds in excess of 15 knots
  - 3.15.2.3 Gusts over 5 knots
  - 3.15.2.4 When "Special VFR" conditions exist
  - 3.15.2.5 With a ceiling at or below 5000' AGL
  - 3.15.2.6 Visibility less than 10SM
- 3.16 When a member finds a maintenance problem or discrepancy with any DFC aircraft, the member shall immediately call the number provided in the club documents to report the discrepancy as well as record the squawk in the online scheduler. It is the duty of the member to ground the aircraft, if deemed unairworthy, in the online scheduler.
- 3.17 If for any reason a member cannot return an aircraft to its home airport at the scheduled time, the member shall immediately adjust the online scheduler to reflect the anticipated date and time the aircraft will be returned. The member shall be responsible for the return of the aircraft to its home airport within a reasonable time and shall pay all costs associated with its return aside from those defined in Article 5 of the DFC Bylaws.
- 3.18 If after engine start, a member is unable to depart in an aircraft due to a maintenance problem, the member does not have to pay for the operation if the aircraft does not get airborne or if the maintenance problem develops immediately after takeoff. The member should log their name and "maintenance" on the operations log. A detailed description of the problem should be recorded as a squawk and the aircraft grounded in the online scheduler.
  - 3.18.1 The maximum amount that may be charged to "maintenance" in such case is 0.4 hours on the Hobbs meter. The member is responsible for paying for that portion of the flight which exceeds 0.4 hours.
- 3.19 After every flight, members are required to refuel the aircraft according to the specific instructions in the DFC documents with the aircraft. If not refueled properly, the member may be required to pay additional fees defined in SECTION IV of these operational rules.
- 3.20 A logged CFI satisfactory flight check is required in Aircraft Make and Aircraft Model before member operates that Make and Model as pilot in command. Additionally club members are restricted to the minimum requirements defined by the aircraft owner, Chief Flight Officer, or Board of Directors.

#### **4 SECTION IV – PAYMENTS AND CHARGES**

- 4.1 Accepted forms of payment are money orders, credit cards and eChecks via online services.
  - 4.1.1 Cash is never accepted by DFC for any reason at any time and will never be an acceptable form of payment.
  - 4.1.2 Money Orders are only accepted with prior approval from the Chief Financial Officer.
- 4.2 Member authorizes DFC to charge credit card on file automatically after the completion of each flight for all rental charges and/or other fees owed to DFC.
- 4.3 Certain expenses associated with the operation of DFC aircraft may be deducted from the flight cost of operating DFC aircraft. The total of all deductible expenses cannot be more than flight time charges. All approved expenses must be substantiated by a receipt emailed to the club administrator. Approved deductible expenses are:
  - 4.3.1 Fuel purchases for maintenance or ferry flights limited to a maximum of \$6.00 per gallon.
  - 4.3.2 Oil purchases limited to \$6.50 per quart.
  - 4.3.3 Other expenses approved on a case by case basis by any member of the Board of Directors or DFC Officer.
- 4.4 Members reserving aircraft and other resources spanning multiple calendar days shall be responsible for a minimum of two (2) hour rental for each overnight period the aircraft is reserved and unavailable for use by other members.
- 4.5 All DFC Members are subject to fees and charges for violations of the DFC Bylaws or these operational rules. Additionally charges and fees may be assessed by the Board of Directors, President, or Chief Financial Officer as necessary.
  - 4.5.1 Fees and charges are not to exceed \$150 per occurrence unless otherwise defined in these operational rules or the DFC Bylaws.
  - 4.5.2 A Standard fee of \$150 will be assessed for the following reasons:
    - 4.5.2.1 Returning the aircraft with trash, spills, vomit or other interior damage beyond normal wear and tear.
  - 4.5.3 A Standard fee of \$50 will be assessed for the following reasons:
    - 4.5.3.1 Failure to pay for flight operations within twenty four (24) hours of conducting said operations.
    - 4.5.3.2 Checks returned to DFC by financial institution.

- 4.5.3.3 Credit card declined and not replaced by an alternate form of payment within twenty four (24) hours of conducting said operations.
- 4.5.3.4 Failure to substantiate expense deductions with original receipts.
- 4.5.3.5 Failure to return the aircraft in a clean and orderly condition.
- 4.5.4 A Standard fee of \$25 will be assessed for the following reasons:
  - 4.5.4.1 Failure to return aircraft within 1 hour of scheduled return time OR within 15 minutes after the start of the subsequent reservation of the aircraft being operated.
  - 4.5.4.2 Failure to properly secure aircraft after operations according to the club documentation located inside the aircraft.
  - 4.5.4.3 Failure to properly fuel the aircraft according to the club documentation located inside the aircraft.
  - 4.5.4.4 Failure to properly fill out the required forms associates with operating club aircraft including:
    - 4.5.4.4.1 Operations Log
    - 4.5.4.4.2 Online payment form(s)
    - 4.5.4.4.3 Any other documentation deemed necessary by the Board of Directors, President or Chief Financial Officer.
- 4.5.5 DFC Members with unpaid fees or charges are prohibited from operating any club aircraft, vote or attend member-only meetings or activities until all fees and charges are paid in full, or have been authorized by any member of the Board, or club President.
- 4.5.6 Members are required to pay the full amount for the repair of any damages caused to club aircraft or property or in cases of filed insurance claims pay the full deductible amount.
- 4.5.7 Members may petition the Board of Directors and request forgiveness of fees assessed under this section if the member believes special circumstances exist beyond the control of the member.
  - 4.5.7.1 The Board of Directors can forgive up to 80% of the fees assessed under this section if they find the Member was not or only partially responsible for the incident resulting in assessed fees.
- 4.6 Dues and payments for flight operations will be paid using the credit card on file when payment is due.

- 4.7 When paying for leaseback services Aircraft Owners must pay by personal check or by keeping a credit card on file with the DFC Chief Financial Officer for the purposes of paying for leaseback services.
- 4.8 All payments by DFC to Aircraft Owners, or members shall be by check unless otherwise approved by the DFC Chief Financial Officer, President, or Board of Directors.
- 4.9 Certified Flight Instructor billing
  - 4.9.1 Certified Flight Instructors bill according to the following schedule of charges:
    - 4.9.1.1 \$65/hr: Ground Instruction, primary flight instruction, and club checkouts and flight reviews conducted in fixed-gear, non-complex single engine aircraft.
    - 4.9.1.2 \$75/hr: Instrument and commercial instruction, aircraft checkouts and flight reviews in complex single engine aircraft.
    - 4.9.1.3 \$85/hr: Multi-engine, CFI/CFII instruction, aircraft checkouts and flight reviews in complex multi engine aircraft.
  - 4.9.2 CFIs are only allowed to bill through DFC for their services:
    - 4.9.2.1 Billing the member through DFC for their services. With this method, the CFI enters both ground instruction and flight instruction time in the DFC online scheduling system.
  - 4.9.3 Certified Flight Instructors are paid on the following scale for other services rendered to Desert Flying Club
    - 4.9.3.1 Introductory Flights: \$25 flat payment for introductory flights (up to 0.8 hours of flight time). If the introductory flight results in a new member sign-up, the instructor shall receive a \$50 flat commission.
    - 4.9.3.2 Maintenance and Ferry Flights are paid to the instructor on normal billing rates for the instructor or other prearrangement made with the Chief Financial Officer.
    - 4.9.3.3 New member sign-ups referred by the CFI: \$50 flat commission.
  - 4.9.4 Desert Flying Club retains 10% of CFI hourly amounts, or the amount agreed upon by DFC board.
  - 4.9.5 CFIs will be paid two (2) times per month, on or before the tenth (10<sup>th</sup>) for the 16<sup>th</sup>-end of the month, and on or before the twenty-fifth (25<sup>th</sup>) day of the month for the 1<sup>st</sup> – 15<sup>th</sup> day of the month.
- 4.10 Maintenance billing

- 4.10.1 DFC will provide maintenance services only on club aircraft.
- 4.10.2 DFC will bill leaseback owners for maintenance on their aircraft according to their lease agreements.
- 4.10.3 DFC will bill owners at \$60/hr rounded to the nearest tenth of an hour. DFC will pass charges for purchased parts onto aircraft owners. All charges will be deducted from monthly lease statements.