

# MEMBER AGREEMENT FORM

Please read and initial all sections of this agreement.

FMS Number: \_\_\_\_\_

Date: \_\_\_\_\_

Member Name: \_\_\_\_\_

## Club Participation

The work required to operate the club must be performed by members or delegated to paid contractors. To keep operating expenses low, members perform as much work as possible. As a club member, you are expected to actively help with the operations of the club. Typical operations include aircraft maintenance, statement preparation, Clubhouse maintenance and plane wash. The Club welcomes suggestions for projects that will improve Club operations. Contact a Board member in the area in which you want to contribute (e.g. Membership, Business Operations, Maintenance, etc.) for more details.

## Club Responsibilities

The club requests that you help with activities as needed, attend general meetings, and attend FAA Safety Meetings when scheduled. The club encourages you to participate in club activities such as plane washes to the extent your schedule allows. All members are also welcome to run for election or appointment to the Board of Directors.

Initial

## Additional Information

As a Club member, you are required to operate in accordance with the Federal Aviation Regulations (FAR) at all times. You are also responsible for reading, understanding, and complying with the club By-Laws, Aircraft Operating Rules, and Policies and Procedures (collectively referred to as Club Policy, copies available in the clubhouse), as well as policy updates announced in the *Flightline* newsletter mailed with your monthly bill. You understand that the FAR's take precedence in the event of any conflict or discrepancy.

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## Waiver of Liability

Your membership in the Club is conditional upon your reading and signing a Waiver of Liability form. Your initials here indicate that such a form was provided to you and that you read and understood its contents.

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## Insurance

You are insured as an aircraft owner under the club's policy. You are expected to pay up to the deductible amount (currently \$3,000), should you cause an accident in club aircraft. Any other loss or damage not covered by the insurance policy resulting from failure to comply with Club policy or through negligence shall be the responsibility of the member. You are insured only while operating aircraft belonging to the Texas Flying Club, Inc., and only while complying with all Club Policy. Pilots and instructors are afforded \$2,500 in medical coverage, passengers are covered for up to \$100,000 for injury and bodily harm, and total liability and injury coverage is \$1,000,000 per incident. Our insurance provider is currently Southwest Aviation Insurance Group, Inc.

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## Financial Agreement

You will be billed for dues, flight time and other charges monthly. You must pay this bill by the due date or be assessed a late charge of \$50 per month every month the past due balance exceeds \$75. Any active member whose account is unpaid on the last day of the month is grounded and therefore may not use club aircraft until they have been cleared by the Accounts Manager. Utilizing Club aircraft while grounded will result in a \$100 fine for you and a \$100 fine for your instructor, if on a dual flight. Any member whose account is delinquent for three consecutive months is subject to expulsion. Outstanding balances will be referred to a collection agency and the member will pay any collection costs. The FMS is an ownership share in the club's fleet of aircraft. Monthly dues pay for insurance, tie-down fees, taxes, and building maintenance. Aircraft hourly charges cover the cost of operating each aircraft. Current hourly rates are posted on the website.

Initial

Records Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Aircraft Operations

When scheduling aircraft, members may have no more than three time slots reserved at any one time. Please cancel flights ahead of time if a conflict arises. The club encourages cross-country flights, but a multiple-day rate of two flight hours per 24-hour period will be billed in the event your actual flying time is less. You must file a flight plan when leaving the local area, defined as a fifty nautical mile radius from Easterwood Airport. Also, you should leave a destination airport name and phone number on the key sign-out sheet. If you experience aircraft maintenance problems away from Easterwood, you should take action to get the aircraft airworthy as quickly as possible. Contact the Aircraft Maintenance Manager, or another of the Board members whose telephone numbers are listed in the aircraft tach book, for advice or if the cost of repairs will exceed \$300. You will be reimbursed for any necessary repairs to ensure safety and airworthiness. All fuel and oil receipts should be submitted with your next monthly bill for reimbursement. You are required to perform a proper and thorough pre-flight and post-flight inspection of the aircraft, equipment, and accessories for each aircraft operation. When parking an aircraft, you must tie it down, install the control locks, and lock the aircraft. In the event of inclement weather away from Easterwood, you will take action to protect the aircraft from damage. You must fly only from the left seat and not allow anyone other than a club-authorized CFI to instruct in the aircraft or fly from the right seat. You may not fly any club aircraft in which you have not received a check flight from a club-authorized instructor. Your responsibility as a club member and part owner is to leave the aircraft neat, clean, and properly secured.

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## Instructors

Certified Flight Instructors who are authorized to instruct in club aircraft are independent contractors. You make your own arrangements with them and pay them separately from your club bill.

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## Contact Information

It is vital that you keep the Club informed of your current mailing address and phone number, and particularly, that you notify the club if your mailing address changes during summer breaks, co-op terms, internships, etc. It is your responsibility to attend to this need. Failure to update your mailing address can result in application of late charges, which will not be waived if due to the member's failure to update his/her information with the Club. You should also make sure the computer scheduler has your correct e-mail address in order to fully benefit from the computer scheduling system.

Initial

## Please initial that you have received a copy of each of the following:

Club Member Briefing: \_\_\_\_\_ Aircraft Operating Rules: \_\_\_\_\_ Policies and Procedures: \_\_\_\_\_ By-Laws: \_\_\_\_\_

I agree to abide by the Texas Flying Club, Inc. rules as they are stated in the By-Laws, Aircraft Operating Rules, Policies and Procedures, and other policy documents as listed herein. I agree to the financial responsibilities set forth herein and agree to pay the published rates and penalty charges in College Station, Brazos County, State of Texas, for the charges I incur according to the terms of the Texas Flying Club, Inc. I understand that this is a legally binding agreement.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member Name: \_\_\_\_\_ Phone: \_\_\_\_\_

TFC Rep Signature: \_\_\_\_\_ TFC Position: \_\_\_\_\_

TFC Rep Name: \_\_\_\_\_ Date: \_\_\_\_\_

Records Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_