

American Aero Club

Rules

v1.21

Member Status, Checkouts & Proficiency, Students:

1. **American Aero Club** (AAC) requires all members to maintain a current account with no outstanding balance, adhere to all AAC rules and bylaws, and maintain a current personal profile on file with the administration. AAC reserves the right to refuse membership to anyone.
2. A \$99 application fee shall be submitted with each application for new membership. (Refundable if application is not approved)
3. After submitting your application and application fee, a “Temporary Membership” will be granted. A Temporary Member has no solo privileges in AAC aircraft and can fly only with an AAC Flight Instructor.
4. The Board of Directors meets once a month to review new membership applications.
5. Upon acceptance into the American Aero Club, members will be required to place a \$5,000 security deposit. This deposit is refundable upon leaving the club less any outstanding balance.
6. The pilot of any AAC aircraft must be a member in good standing. If the pilot is receiving flight instruction; the flight instructor must be an AAC member or approved by AAC to perform flight training in AAC aircraft, and be in good standing. All flights may be subject to final approval from the AAC management.
7. AAC dues shall be set at \$149 per month, and are to be paid the first day of each month.
8. Members paying dues annually will be given a 5% discount.
9. Dues for inactive members are \$25 per month. A member may change status to inactive one time during any 12-month period.
10. A member may resign at any time by notifying AAC in writing.
11. All members must be checked out and approved for solo flight by AAC Management in each make and model aircraft that the member intends to fly. A prospective member may fly a demo flight with an AAC Flight Instructor prior to joining AAC. An additional IFR check out is required if the member intends to fly under IFR. Aircraft checkouts will be in accordance with AAC insurance requirements.
12. Any time a member has not logged flight time within the last 90 days (there is no requirement that this be accomplished in AAC aircraft) in the same category and class of aircraft (e.g., SEL), the member must perform a recurrency check with an AAC Flight Instructor prior to flying AAC aircraft.
13. Each member must have an annual recurrent check flight every 12 calendar months in each make and model that they intend to fly.
14. Every flight made by a student pilot must be under the supervision of an AAC Flight Instructor. Supervising Flight Instructor must remain at the airport during student’s solo flights.

American Aero Club

Rules

v1.21

Renter's Insurance Requirements:

1. Non-owned aircraft and renter's insurance is required and shall be maintained by all members at all times.

Scheduling and Hour Minimums:

1. Aircraft shall be reserved on a first-come, first-served basis through the AAC web-based flight schedule. A comment that describes the flight, such as "VFR local" or "IFR to PDK," and an expected total flight time is required.
2. Aircraft may be unexpectedly removed from flight status for unplanned maintenance or other safety reasons. AAC regrets that it cannot guarantee all reservations, or the successful completion of any planned flight. AAC management team will notify you immediately if this becomes the case and we will work to help you in every way we can.
3. A member may make up to five (5) advance reservations. Back-up reservations are allowed, and will be honored in the order in which they were placed.
4. Failure to appear one-half hour after the reserved time without notification will result in the possible cancellation of the reservation.
5. Members who cancel a reservation on short notice are expected to notify other AAC members that the aircraft is available by cancelling their reservation on the online schedule as soon as possible.
6. Aircraft rentals may be cancelled for any reason without charge if there is a minimum of 12 hours notice given. If there is less than 12 hours notice given and weather illness, or a family emergency are not a factor, the member will be charged a cancellation fee of 1 hour of flight time on the aircraft. ***Not currently enforced***
7. When an aircraft is scheduled for a period of time between 8:00 am and 8:00 pm, the member will be charged for one quarter of the time reserved up to a daily maximum of two hours. There are no minimums between 8pm and 8am. Pilots renting aircraft for 12-hours or more are required to pay minimum rentals of 2 hours per day during the week (Monday through Thursday) and 3 hours per day on the weekends (Friday through Sunday). The minimums are determined upon departure. Upon returning, if the pilot does not meet the minimum hours, he/she must pay the difference between the flown and minimum hours. For example, if the rental minimums were 6.0 hours and the renter only flew 4.0 hours, he or she would be billed an additional 2.0 hours. ***Not currently enforced***
8. Members should be sure to reserve the aircraft for a sufficient length of time to ensure that they return in good time for the next user. If a delay is unavoidable, please call the AAC office at (864) 990-5009, or call Tim McConnell at (864) 608-8374, so the next user can be contacted.

American Aero Club

Rules

v1.21

Flight Operations:

1. Members of AAC shall comply with all Federal Aviation Regulations, as well as State, Airport and AAC rules while operating AAC aircraft. Violations of these regulations or rules may result in the member being expelled from the AAC.
2. AAC shall not be responsible for incidental expenses (e.g. lodging, transport, tiedown, hangar, etc.) involved with any flight for any reason.
3. Members must perform a thorough pre-flight inspection (to include a visual determination of required fuel quantity) prior to each flight. Also, be sure to verify that the airworthiness and registration certificates, weight & balance information, and POH are in the aircraft prior to flight.
4. Any damage or discrepancies discovered by the member should be reported AAC management team and the flight discontinued.
5. Members may not hand-prop any AAC aircraft.
6. All aircraft operating limitations must be observed. Aerobatic maneuvers are prohibited.
7. Smoking is prohibited in all AAC aircraft.
8. Except in emergencies, AAC aircraft shall only use hard surface runways listed in the Airport/Facility Directory of at least 3,000 feet in length. Pilots may land on private paved runways provided advance approval is obtained from the airport owner/manager.
9. Members are responsible for returning AAC aircraft to the Greenville Downtown Airport (KGMU). A member who cannot return the aircraft as scheduled must contact the AAC management team as soon as possible. Two-way communication must be established; messages left on answering devices are insufficient. If the member opts to abandon the aircraft, all expenses incurred by AAC in returning it to KGMU shall be borne by that member.
10. AAC is not responsible for any expenses incurred as a result of a delay in returning the aircraft to KGMU (i.e: hotels, transportation, food, etc.).
9. Upon return, the aircraft must be tidied up (remove waste materials, charts, etc., seat belts and shoulder harnesses dressed, sunscreens in place), de-energized (Master and Avionics Master switches Off), properly tied down (with control-lock, wheel chocks, pitot tube cover, and cowl plugs in place), and doors locked. Members are reminded to use the tow bar for ground handling.
10. Members who leave the master switch on and it results in a dead battery, will be gently reminded not to do so again by being assessed a \$50.00 battery fund fee. Leaving the master switch on frequently ruins the battery, which costs hundreds of dollars to replace. If it isn't ruined, the cost of removing, recharging and replacing the battery is always at least \$50.00.

American Aero Club

Rules

v1.21

Fuel and Oil Procedures:

1. The member is responsible for checking the oil prior to flight. If the oil level is low, and the aircraft is located at KGMU, the member must use oil which is provided at AAC office. If at another airport, the member must purchase oil and they shall be reimbursed for their oil purchase.
2. Fueling at KGMU will be provided by the Greenville Jet Center fuel truck.
3. Fuel purchased at another airport will be credited back to the pilot's account with a maximum of the current Greenville Jet Center's full service per gallon advertised rate. Any other fees (i.e.: tiedown, etc) will not be reimbursed.
4. Fuel and oil receipts must be turned in to the AAC office within two weeks of the flight for reimbursement.

Payment Procedures:

1. Members are expected to pay for their flights upon completion. This may be done using the following methods:
 - Pay by cash, personal check, or credit card at the AAC office.
 - Pay online using a credit card by logging into Flight Circle, clicking on your name, then "My Account", and finally the blue "Make Payment" button.
2. If there is ever an outstanding balance, The member's on-file credit card shall be debited for all due payments. AAC shall reserve the right to use all means available to it to recover past due payments. The member is also responsible for all collection costs in the event his/her account becomes delinquent.
3. In any case, if a member has an outstanding balance, the member will be denied access the rental of AAC aircraft.

Damages and Maintenance:

1. In the event of accidental damage, the member is responsible for the deductible,\$1000. If the damage is the result of willful violation of club rules, a review of the incident will be undertaken by AAC management team, and appropriate action will be taken, up to and including expulsion from the club.
2. No member may authorize expenditures or otherwise incur financial obligations in the name of AAC except as expressly provided for in these rules or other regulations duly promulgated by AAC management team. Individual members will be reimbursed for any personal expenditure not in excess of five hundred (\$500.00) dollars when such expenditures are for AAC aircraft repairs or maintenance necessary to safely complete a flight. In the event that a repair must be made which exceeds five hundred (\$500.00) dollars and which cannot be scheduled by AAC, the AAC member must first obtain

American Aero Club

Rules

v1.21

authorization from either Tim McConnell (864) 608-7584 or Michael Culp (864) 990-5009 or a designee of the above individuals.

3. Any repair not preauthorized by one of the above-named persons, and which incurs expenses exceeding five hundred (\$500.00) dollars may become the personal financial responsibility of the member authorizing the expense.
4. All aircraft accidents and certain incidents shall be reviewed by AAC management team.
5. A Safety Board may be designated by AAC management team for each aircraft accident or incident involving either a member of AAC or any AAC aircraft. The Safety Board shall consist of five (5) Members who were not involved in the incident/accident. The Safety Board shall take all steps necessary to ascertain the facts, conditions and circumstances of the incident/accident; shall arrive at conclusions regarding the probable cause and the responsibility for said incident/accident; and shall make their findings known to AAC management, and to all parties involved in the incident/accident, The Safety Board shall submit its written recommendations on how to avoid future accidents/incidents of the type reviewed.

Member Conduct:

1. AAC management may terminate a member's membership if the member's conduct is not consistent with the best interests of AAC or its membership . Members are expected to conduct themselves in a manner conducive of maintaining a positive club environment and not be supportive of counter productive activity. Actions such as, but not limited to, financially deceiving the club, negatively affecting other AAC members or AAC interests, stealing, vandalism or misuse of AAC property are basis for temporary suspension or permanent termination of the offending member's membership and all associated privileges. Further, any violation of these Bylaws may be deemed as a basis for membership suspension or termination. In the event of such a decision by management, that decision shall be considered final.
2. AAC respects the individual privacy of its members. However, a member cannot expect privacy rights to extend to club related conduct or the use of AAC owned equipment or supplies. Although members have individual access codes to the computer systems, these systems are accessible at all times by AAC, and may be subject to periodic unannounced inspections by AAC for business purposes. All systems pass codes must be available to AAC and members may not use pass codes that are unknown to AAC.
3. Members are expected to use voicemail, e-mail and computer systems for club business only and not for personal purposes. Personal purposes include, but are not limited to, soliciting or proselytizing for commercial ventures, religious or political cause, outside organizations or other non club related solicitations.
4. Members are prohibited from using the AAC system in any way that may be disruptive or offensive to others, including by not limited to, the transmission of sexually explicit

American Aero Club

Rules

v1.21

messages, offensive cartoons, ethnic or racial slurs, or anything that could be construed as harassment or disparagement or others. Misuse of the club's email, voice mail or computer systems, including commercial advertising, may result in immediate termination of membership.

5. AAC is committed to provide an environment that is free of harassment or discrimination. In keeping with this policy, AAC strictly prohibits harassment or discrimination of any kind, including on the basis of sex, race, color, religion, gender, age, mental or physical disability, medical condition, national origin, marital status, sexual orientation, or any other characteristic protected under Federal or State law or local Ordinance.
6. Harassment or discrimination may take many forms, but the most common forms include:
 - Verbal - such as jokes, epithets, slurs, negative stereotype and unwelcome remarks about an individual's body, color, physical characteristics, appearance, or talents, references to person other than by their name, questions about a person's sexual practices and patronizing terms or remarks.
 - Physical - such as physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact, staring at a person's body and threatening, intimidating or hostile acts that relate to a protected characteristic.
 - Visual - such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings and gestures, display of sexually suggestive or lewd object, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual, because of a protected characteristic that is placed on walls, bulletin boards, or elsewhere on the Club's premises or circulated in the Club.
7. There are two distinct categories of sexual harassment.
 - Sexual harassment occurs only when unwelcome sexual conduct is used as a basis for decisions affecting that individual including granting of benefits, in addition.
 - Sexual harassment occurs only when unwelcome sexual conduct unreasonably interferes with an individual's performance or creates an intimidating, hostile, or offensive environment, even if it does not lead to tangible or economic consequences.
8. Sexual harassment includes harassment of women by men, men by women, and same-sex gender-based denigration. If you believe that the comments, gestures, or conduct of any co member, or person doing business with or for the club is offensive, you have a duty and responsibility to immediately report the facts of the incident to Michael Culp or Tim McConnell. If for any reason, you are uncomfortable reporting an incident to these parties, you may report the incident to any other AAC flight instructor, who shall then report it to Michael or Tim.

American Aero Club

Rules

v1.21

9. AAC's policy is to immediately conduct a thorough, objective and complete investigation of the complaint. At the conclusion of its investigation, it will attempt to determine whether unlawful harassment or discrimination has occurred. The club will look at the totality of the circumstances, including the nature of the conduct and the context in which it occurred. AAC will, as promptly as possible, communicate its finding to the accused, and the remedial action (if any) to be taken will be communicated to the complainant, and, when appropriate, to other persons who are directly concerned. No individual will suffer any reprisals or retaliation for reporting any incidents of harassment or discrimination or perceived harassment or discrimination for making any complaints of harassment or discrimination or for participating in any investigation of incidents of harassment or discrimination or perceived harassment or discrimination. AAC requests and encourages all members to report incidents of harassment or discrimination forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the SC Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment or discrimination in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Relationship of the Parties

1. All notices and demands of any kind, except those sent electronically by AAC shall be personally delivered or sent by first-class mail to the parties. Any such notice or demand shall be effective immediately upon personal delivery, or forty-eight (48) hours after deposit in the United States Mail, as the case may be.
2. This document supersedes any and all other agreements, either oral or in writing, between the parties and constitutes the entire agreement between them with respect to the subject matter. No modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. It is intended that each paragraph in this Agreement shall be viewed as separate and visible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall be held to be in full force and effect.
3. This Agreement shall be construed in accordance with, and governed by, the laws of the State of South Carolina.
4. Any controversy or claim arising out of or related to this Agreement, or the breach thereof shall be settled by arbitration in accordance with the CCP Section 1280 et seq.
5. This Agreement and Bylaws may be repealed or amended, in whole or in part, provided that at least ten (10) days notice of such changes has been given to the membership. The notice shall be e-mailed and shall include the specific language.

American Aero Club

Rules

v1.21

I, the undersigned, have read and fully understand the American Aero Club Rules. I hereby stipulate to adherence thereto for the extent of my membership. I further understand any violation thereof may suspend or terminate my membership with American Aero Club.

Printed name of prospective Member

Signature of prospective Member

Date

Representative, American Aero Club

Date

A copy of this membership agreement will be provided to me upon request.

E-Mail: info@americanaeroclub.com