

Sundance Flying Club, Inc.
1901 Embarcadero Road
Palo Alto, CA 94303

RULES & REGULATIONS OF THE SUNDANCE FLYING CLUB

Purpose

The purpose of this organization is to provide a well-organized, well-operated flying club. It is the intent of the Club to provide clean, well-equipped, well-maintained aircraft to the members for their use, be it business, pleasure or educational purposes. The Club has flight instructors available for training and proficiency flying.

Membership

Any person who is of good character, with a sense of responsibility, of any gender, creed, or race is eligible for membership in the Club, with the following conditions:

- **MEMBERSHIP DUES MUST BE PAID AND MEMBERS MUST STAY CURRENT IN THIS REGARD. All memberships paid quarterly are considered "until further notice" and can only be terminated by a written 30 day notice to Club management. All memberships that are paid annually expire on the last day of the 12th month following the payment date. The member is responsible for membership renewal.**
- **Use of Club airplanes by members with arrears constitutes grand theft. An unfinancial member is not covered by club insurance.**
- All new members must undergo a 90-day probationary period upon joining the Club. Any member dismissed during the probationary period shall be granted a pro-rated refund during this time. Except for the probationary period **dues and fees are not refundable.**
- All new Flying Members will be subject to a check ride with a Club approved instructor.
- **Any member may be dismissed, fined or placed on temporary inactive status (grounded) for the following reasons:**
 1. **Uses, operates or maintains the Club equipment in a manner deemed irresponsible, hazardous or unlawful whether it be motionless, while taxiing, or in the air.**
 2. **Acts or behaves in a manner detrimental, harmful or disruptive to the Club's existence, operations, efficiency, safety, or morale.**
 3. **Fails to remit any payments required by the Club.**

Damage to Aircraft

Any member using a club aircraft is responsible for damage to that aircraft not covered by insurance until determination of responsibility. Determination of responsibility will be decided by investigation of the FAA Inspector, NTSB, insurance company investigator and/or the Club Manager. If the member is found at fault he or she will pay full costs. (Full costs refers to deductible insurance costs and any fees and costs associated with returning the aircraft to KPAO.) If the equipment or airplane is found to be at fault beyond the control of the member, the costs shall become the responsibility of the Club.

Maintenance

Club aircraft are maintained by, or under the supervision of, properly certified mechanics and in accordance with FAA Regulations.

Maintenance members may participate in the maintenance of their aircraft by performing tasks within the parameters of 14CFR63.3d or g ("owner assisted inspection"). All such maintenance work performed by the Member must be performed under the supervision and direction of SFC approved maintenance professional. If the member performs maintenance work outside these parameters, (a) SFC is relieved of any and all liability to the member for the maintenance and performance of the aircraft: and (b) Member shall defend, indemnify and hold SFC harmless from any actions or claims, in law or equity.

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Flight Regulations

- All member/pilots must remain aware of the club currency requirements which are published on the current rate page of the Sundance Flying Club web site.
- All member/pilots must be in compliance with these currency requirements. Operation of club aircraft is subject to these currency requirements. **Member's Signature on the membership application signifies understanding of and compliance with all club rules and regulations.**
- In the event of an accident where the member/pilot is found to not be in compliance with FAA and Club currency requirements a \$5000 fine will be levied as well as any deductibles and costs. These are payable on demand.
- Any member/pilot who has not flown in the last 90 days must have a currency check flight with a Club flight instructor before solo flight in any Club aircraft is permitted.
- ***NO STUDENT PILOT MAY MAKE TOUCH AND GO LANDINGS UNLESS ACCOMPANIED BY A CLUB CFI***
- **No student pilot will fly Club operated aircraft in solo flight when the reported surface winds are 15 knots or greater.**
- Any condition, exclusion or limitation placed on the use of aircraft or upon the Club members by insurance coverage will be an automatic regulation.
- **No member/pilots shall operate club aircraft from the right seat unless authorized by the Chief Instructor.**
- No club aircraft shall be operated for any commercial purpose except for flight instruction given to a Club member by a Club approved instructor, unless specifically approved by Club Management.
- No member may land a Club aircraft at an airport having a field elevation above 2,500' MSL unless they have acceptable logbook entries showing experience operating at airports having elevations above 2,500' MSL.
- No Club aircraft shall be hand-propped unless a qualified pilot is in the pilot's seat of the aircraft.
- Club aircraft are limited to flight within the contiguous limits of the United States (CONUS) unless prior arrangement with Club Management has been secured.
- The Club reserves the right to override any permission given by the airplane owner.
- Each member shall be required to record the reading of the appropriate recording meters before flight and again after termination of the flight.

Scheduling

Sundance Flying Club makes no guarantee that aircraft will always be available as scheduled, due to unforeseen circumstances that lead to unscheduled maintenance beyond the control of the Club.

- Allow 1/2 hour between scheduled flights for preflight, post flight, etc.
- If you return prior to your scheduled return, cancel your aircraftclubs.com reservation as there may be others who wish to use the aircraft.
- Any aircraft reserved but not flown within one hour after start of the reservation time may be taken by another member provided all due effort is made to contact the original reserving member. The member taking the aircraft must enter a back-up reservation on the club scheduling system providing a contact number.
- Any member who is unable to return to Palo Alto Airport within a half hour after the end of their reservation shall notify Management.
- Any member who reserves an aircraft, does not use it, and fails to cancel shall be billed for an hour at the current rate.

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Miscellaneous

- Members using club aircraft for cross-country and vacation flights shall be responsible for safe tiedown or hanging of aircraft and all fees associated with same. No aircraft will be left unattended by Club members without being tied down or hangared.
- Member agrees to immediately report to Club Management any and all damage or accidents concerning Club aircraft.
- Members will fly club aircraft only after it has been properly inspected and determined to be airworthy by the member. Any aircraft "squawked" for reasons of safety or airworthiness should be grounded by contacting the Club Manager and tagged by hanging a note on the control yoke or placing a note on the pilot's seat, secured by the seat belt.
- A Flight Logbook is provided in each aircraft. The first section of the Logbook is "INSTRUCTIONS." The instructions must be read and followed before and during each flight.
- Unless by prior arrangement with the club all airplane rental is from the home base airport and return. A member abandoning an airplane elsewhere is liable for all costs associated with retrieval.
- Rental of an airplane on a "wet" basis includes the cost of fuel used up to the price per gallon of aviation fuel from the fuel truck at the airplane's home base. This rate will be posted on the aircraft rate calculator found in the airplane book. A member who fuels a club airplane elsewhere will be reimbursed for fuel purchases up to this rate on presentation of valid fuel receipts.
- Landing fees and overnight tiedown fees at airports other than the airplane's home base are the responsibility of the member incurring them.
- Members are financially responsible for flight time in excess of one-half (.5) hours if flight is aborted within one hour (1.0) due to mechanical problems.