

Indiana Pilots Club Inc. Member Agreement

- A. In consideration of the fees paid and the covenants contained herein, Indiana Pilots Club Inc., herein referred to as "Pilots Club," hereby allows the person or entity listed below, herein referred to as "Member" to use the designated aircraft, referred to as "Aircraft" under the following terms.
- (1) Member acknowledges and agrees:
 - (2) During the time in which Member possesses and uses the Aircraft, Member shall assume and maintain full operational control over the Aircraft.
 - (3) All Aircraft operations shall be conducted under FAR 91 and shall be in strict accordance with the FARs then in effect. "FARs" means the Aeronautics Regulations of Title 14, Parts 1 to 399 of the United States Code of Federal Regulations, as amended.
 - (4) Member acknowledges and agrees that the Aircraft is the property of the Pilots Club.
 - (5) Member acknowledges that the Pilots Club is responsible for maintaining the Aircraft in an airworthy condition.
 - (6) Member acknowledges that he/she has completed a preflight inspection of the Aircraft and has determined that the Aircraft is in condition for safe flight.
 - (7) Member agrees to return the Aircraft at the scheduled time, weather permitting. If weather causes delays the flight Member agrees to contact the next Member who is scheduled for that Aircraft and inform them of the delay.
 - (8) Member agrees to properly secure the Aircraft after each flight and to secure hangar space for the Aircraft during inclement weather.
- B. Member expressly acknowledges personal liability to pay Pilots Club on demand for the following:
- (1) Service and time charges computed at the applicable posted rates until the Aircraft is returned to the hangar from which it was taken.
 - (2) Any loss or damage to the Aircraft, its components, parts or equipment during the period of use as per the amounts and restrictions listed under the Notice of Insurance Coverage.
 - (3) All taxes, assessments, and charges imposed by any national, state, municipal or other public or airport authority relating to the use or operation of the Aircraft during the time of use of the Aircraft, excluding state registration and FCC licensing charges.
 - (4) The amount of any landing and parking fees, tie-down, or hangar charges until the Aircraft is returned to the hangar at the home airport.
- C. Member agrees not to tamper with or attempt to repair any parts of the Aircraft or its accessories, but will contact Pilots Club for instruction upon encountering mechanical malfunctions.
- D. If the Aircraft is abandoned away from the home base airport, Member will be charged pilot expenses plus flight time to return the Aircraft to the hangar at its home airport.
- E. Member agrees to report any Aircraft damage, accident or incident, no matter how small to Pilots Club as soon as possible.
- F. Member agrees to cancel a reservation with no less than 12 hours' notice. Failure to do so may result in a service charge equal to one (1) hour flight time charge.
- G. When taking an aircraft for more than twelve (12) hours. Member acknowledges Pilots Club's two (2) hour per day minimum usage rate unless prior arrangements are made with the Pilots Club.
- H. Member agrees not to transport any pet(s) and/or animal(s) in the Aircraft.

- I. Member agrees that the Aircraft shall not be used or operated:
- (1) For any illegal purposes.
 - (2) In any race, speed test, contest.
 - (3) By any person other than the Member.
 - (4) Outside the limits of the continental United States.
 - (5) To carry passengers or property for compensation or hire.
 - (6) For any flight for which the Member is not properly rated or certified.
 - (7) For instruction by anyone other than Flight Training Centers LLC instructors per the Pilot Club's contract with Flight Training Centers LLC.
- J. Member agrees to reimburse Pilots Club for any and all costs, expenses and reasonable attorney's fees incurred by Pilots Club in the event suit is instituted by Pilots Club against the Member to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages or costs. Pilots Club and Member expressly agree that any and all suits shall be governed by Indiana law. Pilots Club and Member expressly agree that Indiana shall be the forum for any legal proceedings by and between the Member and Pilots Club and that any and all suits shall be filed and venued/lodged in Howard County, Indiana.
- K. Member agrees if the Aircraft leaves the taxiway, runway, or ramp surface for any reason during taxi, takeoff, or landing phase, the Member will IMMEDIATELY stop the engine and WILL NOT proceed to move the Aircraft until Pilots Club personnel have inspected the Aircraft and assisted in positioning the Aircraft back on the taxiway, runway, or paved surface. Pilots Club will NOT pay for any damages incurred if the Member neglects to follow the above procedure.
- L. **DISCLAIMER OF WARRANTIES:** Member hereby acknowledges that Pilots Club is not the manufacturer of the Aircraft, or the manufacturer's agent, and that **Pilots Club MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.**
- M. Member agrees to release, indemnify, and hold Pilots Club, its members, managers, officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, including personal injury, death or property damage claims, arising or in any manner occasioned by the operation or use of the Aircraft during the time in which Member possesses the Aircraft, arising out of or by reason of any breach, violation, or nonperformance by Member of any covenant or condition of this Member Agreement, or arising by any act or failure to act on the part of the Member. Pilots Club shall not be liable for its failure to perform under this Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting therefrom, caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Pilots Club's reasonable control.
- N. Member hereby agrees that under no circumstances shall Pilots Club be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the use of the Aircraft under this Member Agreement.

O. Member acknowledges and agrees that if Member defaults in the performance of any of his/her obligations under this Member Agreement, Pilots Club, at its option, and without further notice, has the right to terminate this Member Agreement and to repossess the Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Member hereby expressly waives the service of any notice. Exercise by Pilots Club of either or both of the rights specified above shall not prejudice Pilots Club's right to pursue any other remedy in law or equity. Member hereby agrees and acknowledges that the Aircraft may be repossessed, at Member's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any federal, state or local law or regulation, or is operated outside the scope of this Member Agreement, appears to be abandoned or if Member had gave false or misleading information at time of use.

P. THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION ADMINISTRATION REGULATIONS. THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER FAA PART 91 IN AN AIRWORTHY CONDITION THROUGH ANNUAL INSPECTION INTERVALS. DURING THE PERIOD OF USE MEMBER AND NOT PILOTS CLUB SHALL BE RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS MEMBER AGREEMENT. MEMBER SHALL BE THE PERSON RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT. AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE, OR AIR CARRIER DISTRICT OFFICE.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS MEMBER AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS MEMBER AGREEMENT.

_____ Date: _____
Member

_____ Date: _____
Pilots Club Representative

FLIGHT OPERATIONS & SAFETY RULES

Member, by affixing his/her signature hereon, does agree to follow the following flight operations safety rules, emergency maintenance procedures, and minimum flight time provisions.

- A. Pilot Certificate - Member must hold a valid and current pilot certificate with appropriate ratings. Member shall be the pilot in command. The Member will be responsible for the Aircraft and its operation at all times.
- B. Currency - Member must possess evidence of a current flight review, medical certificate, and initial aircraft checkout for each aircraft flown conducted by a Flight Training Center LLC instructor.
- C. If the Member has not flown an aircraft of the same category and class and make & model within the preceding month, the Member will be required to complete a checkout with a Flight Training Center LLC instructor.
- D. Preflight – Member will personally conduct a preflight inspection of the Aircraft as prescribed by the manufacturer. Member shall use the manufacturer’s recommended pre-takeoff, cruise and pre-landing checklists.
- E. Weather – Member shall operate the Aircraft only when the present and forecasted weather indicates VFR conditions local and en route (ceiling of at least 2,000 feet AGL and visibility 5 miles or greater) unless Member is instrument rated and current for flight, or obtains specific permission from the Pilots Club.
- F. Take-off and landing area – Member agrees that no take-off or landing shall be made on any area other than the runways of an approved airport designed, constructed, maintained, and used as an airport with runways of no less than 2,500 feet unless accompanied by a Flight Training Center LLC instructor or with prior specific permission from Pilots Club.
- G. Physical conditions – Member shall not operate the Aircraft under the influence of any non-FAA approved medication or substance.
- H. The Member agrees to not fly with less than one hour fuel reserves.
- I. The Member will comply with all local, state and federal regulations.
- J. You must be a Club Member and have a signed Membership Agreement on file in order to use the Pilots Club’s aircraft. For membership information, consult the Pilot Club website.
- K. Flight Instruction by anyone other than Flight Training Centers LLC instructors is prohibited.
- L. The Pilots Club has the right to refuse to let anyone fly their aircraft for any reason at any time.
- M. No smoking in or around any of the aircraft.
- N. Fuel can be charged to our club accounts at certain airports. Otherwise you will be required to pay for your own fuel and then mail or email us the receipts for reimbursement. We reimburse you by placing a credit on your account for the amount of the receipt up to a maximum amount per gallon as listed on our Club’s website.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS MEMBER AGREEMENT AND FLIGHT OPERATIONS & SAFETY RULES. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS MEMBER AGREEMENT AND FLIGHT OPERATIONS SAFETY RULES.

_____ Date: _____

Member

_____ Date: _____

Pilots Club Representative

TRANSIENT MAINTENANCE POLICY

At the Pilots Club we make every effort to keep our fleet of aircraft in excellent mechanical condition. However, an occasional breakdown occurs while away from our facility. The following policies regarding the level of reimbursement for repairs while the Aircraft is away from our home airport will apply should a breakdown occur.

- A. In the event of breakdown, notify Pilots Club of the problem immediately. If maintenance personnel are not available, leave your name, aircraft number and telephone number where you can be contacted.
- B. Do not authorize any repairs to be made to the Aircraft without clearance from a Pilots Club representative. Failure to do so could result in the Member being responsible for all or a portion of the bill.
- C. Member agrees if the Aircraft leaves the taxiway, runway, or ramp surface for any reason during taxi, takeoff, or landing, the Member will IMMEDIATELY stop the engine and WILL NOT proceed to move the Aircraft until receiving authorization from Pilots Club personnel to have the Aircraft repositioned on a taxiway, runway, or paved surface. Pilots Club will NOT pay for any damages incurred if the Member neglects to follow the above procedure.
- D. Pilots Club will not reimburse the Member for any overtime charges, call out fees, or any other after hours charges made by the maintenance facility. Other expenses incurred by the Member as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fares, etc. will not be reimbursed.
- E. All repairs will be made by properly licensed facilities and personnel.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS MEMBER AGREEMENT AND TRANSIENT MAINTENANCE POLICY. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS MEMBER AGREEMENT AND TRANSIENT MAINTENANCE POLICY.

_____ Date: _____
Member

_____ Date: _____
Pilots Club Representative

PAYMENT POLICY:

The Pilots Club requires you to either prepay by putting money on account or to pay online after each flight. You will periodically receive a statement showing your payments and charges and your current balance.

If you want to automatically charge your flights to a credit card each month please fill out the information below:

Name on Card: _____

Credit Card#: _____

Expiration Date: _____

CVV (Security Code): _____

Your Signature for Card Use: _____

Date: _____

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS MEMBER AGREEMENT AND PAYMENT POLICY. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS MEMBER AGREEMENT AND PAYMENT POLICY.

_____ Date: _____
Member

_____ Date: _____
Pilots Club Representative

NOTICE OF INSURANCE COVERAGE

Anyone who flies an aircraft as pilot-in-command can be held legally responsible for his/her actions of operation of that aircraft. The Member must be aware that he/she may be held responsible for any damage and/or personal injury caused by operation of that aircraft whether they own it or not. As a Member, you are hereby notified that:

- A. You are **not** insured under any policy or policy of insurance provided by the Pilots Club for liability coverage nor for property damage coverage nor for aircraft hull coverage. By signing below, you expressly acknowledge your understanding that you are not insured for liability coverage nor are you insured for property damage nor for aircraft hull coverage under any insurance contract or policy in the name of or for the benefit of the Pilots Club. As a result you may be held responsible for any and all personal injuries and property damage arising out, as a result of, or otherwise related to or associated with the use of this aircraft.
- B. You will be responsible for the following maximum damage amounts as it relates to the Pilots Club aircraft. Our insurance company has provided the Pilots Club with a WAIVER OF SUBROGATION, meaning that our insurance company has WAIVED their right to subrogate against Member. The following are the maximum damage amounts that the Member will be responsible to pay on a per occurrence basis.

SEE PILOTS CLUB WEBSITE

- C. Pilots Club insurance has been purchased to protect the interests of the Pilots Club. A waiver of subrogation has been purchased for the benefit of you the Member. However, it is strongly recommended that you carry insurance to protect your interests partially or fully in the event Pilot's Club insurance carrier has rights to subrogate against you for any payments it may be required to make on account of any damage or loss arising out of your operation of the aircraft. It is further strongly recommended that you purchase a Non Owned Aircraft Insurance Policy from an insurance company to protect yourself in situations where you may be found liable under the law for bodily injury and/or property damages.

Pursuant to Indiana Code §8-21-3-19.5, this NOTICE OF INSURANCE COVERAGE constitutes a part of this Membership Agreement, whether written or oral. Each Member must provide written acknowledgment of receipt of the notice. Pursuant to Indiana Code §8-21-3-19.5, receipt of this NOTICE OF INSURANCE COVERAGE constitutes notice for a subsequent use of the same aircraft to the same person unless the amount of insurance coverage has been reduced or eliminated (as specified in the original notice), in which case a new notice is required. Pursuant to Indiana Code §8-21-3-19.5, a person offering an aircraft for use shall maintain a copy of the notice provided to each user for at least three (3) years from the date of the last use to that User. Pursuant to Indiana Code §8-21-3-19.5, a person offering an aircraft for use who fails to provide notice as required by this section commits a Class A infraction.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS NOTICE OF INSURANCE COVERAGE. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS NOTICE OF INSURANCE COVERAGE.

_____ Date: _____
Member

_____ Date: _____
Pilots Club Representative

Pilots Club/Flight School Information Sheet

First M.I. Last

Address

City ST Zip

E-Mail

Medical# Class Pilot Cert #

DL # State

Phone: Cell Work Home

I would like to receive newsletters via:

E-Mail Postal Mail

I would like to receive my billing statements via:

E-Mail Postal Mail

Club (Preferred Airport):

Glendale Sheridan Kokomo

Membership Type

Regular Associate

CFI

Primary Advanced

Notes: