



**MEMBERSHIP PACKAGE FOR
TopFlight Aviation, Inc.**

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BYLAWS OF TOPFLIGHT AVIATION, INC.

ARTICLE 1 – “NAME”

Section 1: The name of the organization shall be **TopFlight Aviation, Inc.**, hereafter referred to as the “club”, organized as a Tennessee non-profit Corporation.

ARTICLE 2 - “AUTHORITY, PURPOSE AND OBJECTIVES”

Section 1: Upon the request of certain aviation minded citizens living in and around Nashville, Tennessee, these Bylaws for the club are hereby established.

Section 2: The purpose of the club is to encourage and promote an interest in aviation, to advance the knowledge of its members in aeronautical subjects, and to bring to more people the social benefits and pleasures of recreational flying in a club environment.

Section 3: The club is a non-profit, social organization, established and operated exclusively for the benefit of its members. Financial support of the club shall be by membership fees, dues, and assessments. The club is structured as an equity flying club.

ARTICLE 3 - “BYLAWS AND OTHER REGULATIONS”

Section 1: These Bylaws, Addendum A “The TopFlight Aviation, Inc. Club Membership Application”. Addendum B “Club Membership, Dues and Hourly Rates” and Addendum C “The TopFlight Aviation, Inc Club Operational Rules”, and any other regulations deemed necessary by the Board of Directors, constitute the regulations that govern the club in the best interest of all members.

Section 2: Changes to these Bylaws and other club documents shall be approved by majority vote of the Board of Directors. Changes to addenda of these Bylaws may be approved separately from these Bylaws, and by majority vote of the Board of Directors.

ARTICLE 4 - “MEMBERSHIP”

Section 1: Membership is a voluntary privilege and shall be open to those interested in aviation, and who are acceptable by majority vote of the Board of Directors.

Section 2: No person shall be refused membership based on any form of discrimination concerning sex, age, race, color, national origin, or religion, or any other basis prohibited by law.

Section 3: A member is an individual person, with an interest in aviation. Membership does not extend to family members nor to members of other organizations to which the individual member belongs.

Section 4: All members share equally in the property rights, assets, interests, liabilities, and obligations of the club.

Section 5: Candidate members shall complete the application form in Addendum A and shall return the form and copies of required documents to the President. The Board of Directors shall consider the application and shall determine suitability for membership.

Section 6: New members will have a 90-day probation period at the start of their membership, during which time the board may revoke membership for any reason. Should this option be exercised, the member shall be refunded 100% of initiation fee and equity buy-in.

Section 7: The Board shall specify a maximum number of members for the club. The number of members is specified in Addendum B of these Bylaws. Changes to Addendum B may be approved separately from these Bylaws, and by majority vote of the Board of Directors.

Section 8: A member in good standing is one who has met all financial and other obligations to the club in the previous 30-days.

Section 9: All members in good standing shall have equal privileges and access to club aircraft.

Section 10: A member not in good standing shall not have access to club aircraft until such time that the member returns to good standing by fully meeting all outstanding obligations.

Section 11: The Board of Directors may, by majority vote, terminate the membership of a member who has remained not in good standing for the previous 90-days. In such cases, the member is not entitled to any reimbursement of fees or other payments and shall forfeit all ownership and membership rights to the club and its assets.

Section 12: A member may be suspended by majority vote of the Board of Directors for violation of any of the Bylaws or operating rules, for disregard of FAA regulations, or unacceptable behavior or conduct. In such cases, a Grievance Committee (see Article 9: “Committees”) shall submit a report to the Board of Directors for further consideration.

Section 13: Membership is obtained by one of the following methods:

- If the club has not reached its membership cap, memberships shall be purchased from the club, in the amount specified in Addendum B “Club Memberships, Dues and Hourly Rates”.
- Once the membership cap is reached, new members shall only be accommodated once an existing member leaves the club and in accordance with Section 15 of this Article.

Section 14: Initiation fees are non-refundable, except in the case of Article 4, Section 6 (above).

Section 15: The club shall maintain a waiting list, that shall comprise an ordered list of vetted and pre-approved prospective members. To be placed on the waiting list, a prospective member shall follow the Club Membership Application process and shall be interviewed and approved by the Board of Directors.

Section 16: A member wishing to leave the club for reasons acceptable to the Board of Directors, may sell their membership using the following ordered approach:

1. The club shall have first option to purchase a membership for an amount agreeable to both the member and the Board of Directors.

2. If the club does not exercise the above option, and the club has an active member waiting list, the member shall tender their membership back to the club at the current valuation estimate as put forth by the Treasurer. The club will then issue a new member share to the incoming member at the published rate.
3. In the case of the club not having an active member waiting list, the membership may be sold to an individual, with prior permission and approval of the Board of Directors.
4. If none of the above options can be met, and upon approval by majority vote of the Board of Directors, a member, after meeting financial and other obligations, may relinquish, for no reimbursement, the membership to the club so releasing the member from any further obligations to the club.
5. At the annual meeting the Treasurer will provide an update to the value of a membership share. Interim valuations shall be provided to assist in options 1 and 2.

Section 17: The club shall not disclose members' personal information to other parties, unless required by law, in the due course of business (e.g. obtaining insurance), or in interests of safety.

Section 18: No club member, Board Member or Officer shall receive any salary, compensation or payments for their services relating to any role, position, or service.

Section 19: Each member operating a club aircraft, or responsible for its operation, shall comply with the Operations Rules, specified in Addendum C "The TopFlight Aviation, Inc. Operational Rules".

Section 20: In joining the club, members are expected to:

- attend meetings
- be available for officer and Board of Director positions as rotations dictate
- conduct themselves in a proper and fitting manner
- uphold the dignity of the club at all times
- be alert, mindful and considerate of the club and members' interests
- exercise due caution and safety in flying
- observe all federal, state, local, airport, and club flying rules and regulations
- not divulge club information and membership rosters to external parties, without permission from the President
- adhere to the bylaws and operating rules of the club

ARTICLE 5 - **"BOARD OF DIRECTORS"**

Section 1: The Board of Directors shall manage the business affairs of the club. The Board shall manage the club through the implementation of fees, operating rules, maintenance, safety, social, and other procedures as deemed necessary, by majority vote of the Board of Directors. The board may, with unanimous consensus of board members, procure financing or other financial arrangements it deems necessary for the operation of the club.

Section 2: The Board of Directors shall comprise a Chairman of the Board and two Board Members,

elected from the club membership. The Chairman of the Board shall also serve as President of the club. One Board Member shall also serve as Secretary of the club, and the other Board Member shall serve as Treasurer of the club.

Section 3: Any Director may resign at any time by giving at least 10-days written notice to the Board of Directors, the notice to include the effective day and time of resignation. A vacancy on the Board of Directors that rises for any reason shall be filled temporarily, by agreement of the remaining Board Members, until such time that an election is held, that time being no longer than 60-days from the time of the temporary appointment.

ARTICLE 6 - “OFFICERS”

Section 1: The Officers of the club shall comprise a President, Secretary, and Treasurer, who shall be the Chairman of the Board and Board Members, respectively. Contingent on size of the club, the positions of Vice President, Safety Officer, Maintenance Officer, Membership Officer, and Social Officer may be established, by majority vote of the Board of Directors. Officers shall be elected from the club membership, and by majority vote of the club membership.

Section 2: The President: The President provides leadership to the Board of Directors and Officers and leads the club in the pursuit of the club’s goals and objectives. The President presides over membership meetings, appoints all committees, and performs all other duties normally required and pertaining to the office. The President shall also preside over Board of Director meetings. In addition, the President: Calls meetings to order and adjourns meetings; calls for motions and manages the voting of motions; represents the club’s interests at meetings and signs official documents on behalf of the club; delegates duties and responsibilities as necessary; appoints and disbands committees that conduct research and report back to the Board of Directors.

Section 3: The Vice-President: The Vice President shall preside in the absence of the President. The President may assign specific duties to the Vice-President – in particular, the Vice-President may be temporarily assigned another board position, as needs arise.

Section 4: The Secretary: The Secretary maintains all (non-financial) club records, including membership rosters, insurance papers, hangar lease agreements, and aircraft agreements. In consultation with the President, the Secretary shall publish and post calls for meetings, agendas, and shall keep and publish minutes of meetings, including meeting dates, times, attendance, discussions and decisions, motions and voting, any other business, and the time of adjournment Provides a Secretary’s Report at all membership meetings. The President shall be constantly apprised of all matters related to the club’s administrative status.

Section 5: The Treasurer: The Treasurer manages the club’s finances and keeps accurate and up-to-date records and reports and shall present financial reports at all meetings of members. The Treasurer shall keep accurate financial records and transactions, receive all funds, issue monthly statements to all members, disburse club funds to meet all obligations after board approval, and notify the Board of Directors of any delinquent accounts by the fifteenth (15th) of each month. The Treasurer also prepares – or delegates – the completion of annual tax returns and statements, shall maintain a 3-year rolling budget, and shall arrange for financial audits, as

necessary. The President shall be constantly apprised of all matters related to club finances.

Section 6: The Safety Officer: The Safety Officer shall be responsible for the club's safety culture, records, education, training, and conformance. The Safety Officer shall be designated as the club's Chief Pilot, and shall either directly or through delegation, check-out new members prior to them operating club aircraft, and shall provide recurrent check-outs to all members, as specified in the Club Operating Rules. The Safety Officer shall maintain records of members' qualifications and currency and shall inform affected members and the President of lapses. The Safety Officer shall plan and conduct safety meetings and a mandatory annual safety stand down meeting. The Safety Officer shall encourage the open discussion of safety matters and shall create and maintain methods whereby members may confidentially report issues related to safety to the Safety Officer and Board of Directors. Provides a Safety Report at all membership meetings. The President shall be constantly apprised of all matters related to safety.

Section 7: The Maintenance Officer: The Maintenance Officer shall be responsible for the maintenance of club aircraft and equipment. The Maintenance Officer arranges for all maintenance tasks, scheduled and unscheduled, and keeps all maintenance records up-to-date. The Maintenance Officer creates and maintains methods of reporting maintenance issues, including methods for members to immediately ground aircraft at the sole discretion of that member. The Maintenance Officer shall create and enforce return-to service standards. In consultation with the Social Officer, the Maintenance Office shall arrange aircraft and hangar clean-up and maintenance days. Provides a Maintenance Report at all membership meetings. The President shall be constantly apprised of all matters related to maintenance.

Section 8: Intentionally blank

Section 9: The Social Officer: The Social Officer shall maintain the club's social calendar and shall be responsible for forming and leading ad-hoc committees to organize and implement activities such as fly-outs, fly-ins, open days, etc. The Social Officer shall be responsible for the club website and social media sites. The Social Officer shall promote the club through community outreach.

Section 10: It shall be the duty of the Board of Directors and Officers to conduct activities of the club in an efficient and businesslike manner, and to safeguard the interest of the club at all times.

ARTICLE 7 - "ELECTIONS AND TERM OF OFFICE"

Section 1: The club membership shall elect members to the Board of Directors and Officers, at the Annual General Meeting.

Section 2: Board and Officer positions shall be for two-year terms.

Section 3: To ensure continuity, elections shall be staggered. The President, Treasurer, Maintenance Officer and Membership Officer shall be elected every even year, whereas the Vice President,

Secretary, Safety Officer and Social Officer shall be elected every odd year. Due to the inception of the club in an odd year, the initial term of the President, Treasurer, Maintenance Officer and Membership Officer shall be for three years.

Section 4: Nominations shall be made in writing to the Secretary at least 10-days prior to the Annual General Meeting. Any member may nominate another member, with that member's permission, and any member may nominate themselves. Nominations require the name and signature of the nominee, plus the name of one other club member, as a reference.

Section 5: Elections for positions shall be conducted by the Secretary and shall be by secret ballot during the Annual General Meeting. Members may each cast one individual, non-transferrable vote.

Section 6: The quorum for the Annual General Meeting shall be the number of members present.

Section 7: Members must be present to vote. Proxy votes are not permitted. Absentee votes are not permitted.

Section 8: Hung votes are not permitted. If a vote is hung, the vote shall be repeated. If the vote is still hung, the President shall abstain from the next round of voting in order to force a majority result.

Section 9: In the event of Officer positions becoming available mid-term, the President shall call a Special General Meeting for the purpose of elections. Nominations shall be made in writing to the Secretary at least 10-days prior to the Special General Meeting.

Section 10: A majority written vote of members shall be required to remove a Board Member from office. Such action shall be presided over by a member chosen by the membership.

ARTICLE 8 - "QUORUMS, MEETINGS and RESOLUTIONS"

Section 1: Regular meetings of members ("membership meetings") shall be held at least quarterly and shall be called by the President.

Section 2: The quorum for membership meetings shall be the number of members present.

Section 3: The President may call special membership meetings, as deemed necessary.

Section 4: Upon request to the Secretary of more than 50-percent (>50%) of the members, the President shall be required to call a special membership meeting.

Section 5: Board of Director meetings shall be held at least quarterly and shall be called by the Chairman.

Section 6: The quorum for Board of Director meetings shall comprise at least the President or Vice President, the Secretary, and the Treasurer. The Vice President may act for the President, if so delegated.

Section 7: The Chairman may call special Board of Director meetings, as deemed necessary.

Section 8: The Annual General Meeting of the club, for purposes of Board of Director reports and elections, shall be held in January of each year and shall be called by the President. Elected officers begin duties on February 1st of that year. It is expected that every member shall attend this meeting.

Section 9: The passage of any resolution at membership and Board of Directors meetings, except as otherwise provided in these Bylaws, shall require a majority vote of those members present.

Section 10: Any action that may be taken at a meeting, may also be taken without a meeting and without a physical vote, if a consent in writing (including email or other electronic correspondence), setting forth the actions so taken, is provided by a majority of the members eligible to vote.

Section 11: Club meetings, including Board of Director meetings, but excluding meetings or sections of meetings dealing with personnel issues and/or matter of grievance, shall be open to all club members.

Section 12: All meetings shall follow a formal agenda, distributed by the Secretary to members at least 5-days prior to the meeting itself.

Section 13: The Secretary or other person designated by the President, shall keep detailed minutes of meetings, including motions and voting, and shall publish the minutes to all club members within 5-days of each meeting.

Section 14: Meetings shall conform to the following Rules of Order:

1. Call to order
2. Roll call
3. Reading, corrections, and approval of minutes from the previous meeting
4. Officers' reports
5. Payment of bills
6. Committee reports, as applicable
7. Unfinished previous business
8. New business
9. Adjournment

ARTICLE 9 - **"COMMITTEES"**

Section 1: Standing Committees:

The President may form the following standing committees:

- 1.1: Maintenance Committee: Headed by the Maintenance Officer, this committee shall consider all aspects of maintenance and airworthiness of club aircraft.

1.2: Safety Committee: Headed by the Safety Officer, this committee shall consider all aspects of safety, safety training and member currency/proficiency. The Committee shall run quarterly Safety Meetings. Members are expected to attend at least 3 safety meetings per year, including the mandatory safety stand down meeting.

1.3: Social Committee: Headed by the Social Officer, this committee shall consider all aspects of club events and community outreach, including marketing, the club website and social media sites.

1.4: Membership Committee: Headed by the Membership Officer, this committee shall consider all aspects of club membership, including marketing for, and maintaining a waiting list.

Section 2: Special Committees:

The President may form special committees, as needed. Examples are:

2.1: Aircraft Selection and Procurement Committee: An ad-hoc committee formed by the President to consider aircraft selection and, once agreed by a majority of the members, aircraft procurement.

2.2: Grievance Committee: An ad-hoc committee formed by the President to consider matters of conflict in the club. Any club member can refer an issue to the President for consideration. The Grievance Committee shall make recommendations to the Board of Directors. The final resolution of conflicts and grievances shall be by a majority vote of the Board of Directors.

2.3: A Strategic Planning Committee: The Board of Directors shall engage members in the future of the club though this committee whose output shall be an approved Strategic Plan.

ARTICLE 10 - "FINANCE, DUES, ASSESSMENTS"

Section 1: Monthly dues and hourly rates shall be determined by The Board of Directors and presented at each Annual General Meeting, or any other time as determined by the Board of Directors. The monthly dues shall cover all fixed costs involved in operating the club, and the hourly rate shall cover operational costs of the club aircraft.

Section 2: Each member shall be billed at the beginning of each month for dues. Hourly charges are due at the end of the month. Balances are due upon receipt and shall be considered delinquent after the tenth (10th) of the month. Members shall be deemed to be not in good standing if a balance remains unpaid by the end of the month, and flying privileges shall be withdrawn until that time that the balance has been paid.

Section 3: Monthly dues shall be assessed on each member, regardless of whether that member has flown, or not, during that month.

Section 4: If the Board of Directors determine that a member is personally responsible for damage through negligence, that member shall be assessed for 100% of the insurance deductible for damages so incurred. That member may also be responsible to pay for increases in insurance premiums and all other costs incurred from their negligence, at the discretion of the Board of Directors.

Section 5: The Board of Directors, may, by majority vote, levy a special assessment on all members

of the club to pay for necessary repairs, acquisitions, capital improvements to club assets, or compliance with financing obligations. The amount of assessment shall be equal for all members, the amount being the required total divided by the actual number of members at that time. An assessment in the amount of \$1,000 or less, per member, is due by the end of the next billing cycle. An assessment greater than \$1,000, per member, is due by the end of two billing cycles.

ARTICLE 11 - “SCHEDULING, RESERVATIONS, CLUB EQUIPMENT”

Section 1: Information about using club aircraft and equipment is provided in Addendum C of these Bylaws - “The TopFlight Aviation, Inc. Club Operational Rules”.

Section 2: Only members in good standing as defined in Article 4 of these Bylaws shall reserve club aircraft.

Section 3: Members shall use the on-line scheduling tool provided by the club. All reservations should be made in advance as much as possible. The scheduling system shall be used to reserve, check-out and check-in club aircraft, as detailed in Addendum C.

Section 4: Members are expected to treat club equipment as their own, in accordance with the airplane’s POH, and in accordance with club procedures.

Section 5: The club does not provide flight instruction. The club shall, however, maintain a list of approved flight instructors. A member shall choose an instructor from the list for: flight training, check-outs, flight reviews and other individual training needs.

Section 6: A member shall not be entered into the scheduling system until satisfactorily checked-out by an approved instructor and approved by the Safety Officer.

Section 7: The club may lease aircraft for its members’ use. The terms and condition of the lease, including payments, insurance, and maintenance requirements and responsibilities shall be detailed in a separate Lease Agreement, between the club and aircraft owner, for each aircraft.

ARTICLE 12 - “LIABILITY AND INSURANCE”

Section 1: Adequate insurance shall be carried at all times. The club shall carry liability and hull insurance for each club aircraft. The Secretary shall research policy options and rates each year. Final selection shall be by majority vote of the Board of Directors.

Section 2: The club may carry Directors and Officers (D&O) insurance on behalf of Directors and Officers, for any liability asserted against and incurred by a Director or Officers arising out of that Directors or Officers position.

Section 3: The club encourages all members to review their personal situations and to consider purchasing additional insurance, as appropriate.

Section 4: Club members are required to read, understand, and sign the *Equipment Use, Release, Assumption of Risk and Waiver of Liability AGREEMENT*, in Addendum A.

ARTICLE 13 - “AMENDMENTS”

Section 1: A two-thirds majority (2/3) vote of the members present at a membership meeting may amend these Bylaws. Requests for amendment shall be made as an agenda item before a membership meeting, in the form of a marked-up version of the membership package.

ARTICLE 14 “DISSOLUTION”

Section 1: Upon dissolution of the club, the Board of Directors shall be designated as trustees and shall liquidate the assets of the club and pay all outstanding obligations in proportion to the final available capital. Any surplus shall be distributed according to the laws of the State of Tennessee, and in accordance with the tax status of the club.

ADDENDUM A: “THE TOPFLIGHT AVIATION, INC. MEMBERSHIP APPLICATION”

Instructions for completing and submitting this application form:

1. The TopFlight Aviation, Inc. Club, Inc. (the club) reserves the right to not approve any application, for any reason.
2. You are expected to read and understand the club bylaws, operational rules and any other document as deemed necessary by the Board of Directors.
3. Copies of the following documents must accompany this form:
 - a. Pilot certificate(s)
 - b. Medical certificate or BasicMed documents
 - c. Driver’s license
 - d. Log book entries for the most recent flight review, check ride or solo endorsements
 - e. Last page of your current log book
4. Mail or deliver the documents to the Membership Officer.
5. If accepted as a member, monthly dues and flying privileges shall begin on the first day of the following month.
6. The club does not provide flight instruction but may accept student pilots as members. It is the responsibility of the student pilot member to work with an approved instructor for purposes of individual flight training.

THE TOPFLIGHT AVIATION, INC., MEMBERSHIP APPLICATION topflight.nashville@gmail.com					
APPLICANT INFORMATION					
FULL NAME:					
DATE OF BIRTH:					
STREET:			EMAIL:		
CITY:			STATE:		ZIP:
HOME PHONE:			CELL PHONE:		
CITIZENSHIP:					
CERTIFICATES, RATINGS & ENDORSEMENTS					
AIRMAN'S CERTIFICATE NUMBER:				DATE ISSUED:	
CERTIFICATES		RATINGS		ENDORSEMENTS	
NONE	<input type="checkbox"/>	SEL	<input type="checkbox"/>	COMPLEX	<input type="checkbox"/>
STUDENT	<input type="checkbox"/>	MEL	<input type="checkbox"/>	TAILWHEEL	<input type="checkbox"/>
PRIVATE	<input type="checkbox"/>	INSTRUMENT	<input type="checkbox"/>	HIGH PERF	<input type="checkbox"/>
COMMERCIAL	<input type="checkbox"/>	SES	<input type="checkbox"/>		
CFI	<input type="checkbox"/>	MES	<input type="checkbox"/>		
CFI-I	<input type="checkbox"/>	OTHER	<input type="checkbox"/>		
ATP	<input type="checkbox"/>				
FLIGHT EXPERIENCE					
	TOTAL TIME	COMPLEX	TAILWHEEL	HIGH PERF	IMC
TOTAL HOURS					
LAST 12 MTHS					
IF STUDENT PILOT, HAVE YOU SOLOED?			YES <input type="checkbox"/> NO <input type="checkbox"/>		
CURRENCY DETAILS					
DATE OF LAST FLIGHT REVIEW:			DATE OF LAST MEDICAL:		
CLASS OF MEDICAL OR BASICMED:					
RESTRICTIONS (E.G. LENSES, NO NIGHT FLIGHT, etc.):					

STATEMENTS OF VIOLATIONS & ACCIDENTS			
HAVE YOU EVER HAD A VIOLATION OR ACTION AGAINST YOUR PILOT CERTIFICATE?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
HAVE YOU EVER BEEN INVOLVED IN AN ACCIDENT OR INCIDENT INVOLVING AIRCRAFT, REPORTED OR NOT?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
HAS YOUR DRIVERS LICENSE EVER BEEN SUSPENDED OR REVOKED?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
HAVE YOU EVER BEEN CONVICTED OF ANY CRIME OR ARE YOU UNDER INVESTIGATION FOR ANY CRIME?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
HAVE YOU EVER BEEN CONVICTED OF ANY DRUG RELATED ACTIVITIES, INCLUDING DUI?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
HAVE YOU HAD ANY ROAD ACCIDENTS IN THE PAST 5-YEARS?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
HAVE YOU EVER BEEN DENIED INSURANCE OF ANY KIND?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
IF YOU ANSWERED YES TO ANY OF THE ABOVE, PLEASE EXPAIN IN DETAIL ON A SEPARATE PAGE, AND ATTACH TO THIS APPLICATION.			
ACKNOWLEDGMENT			INITIALS
I HAVE READ AND UNDERSTAND THE BYLAWS AND OPERATING RULES. I AGREE TO ABIDE BY ALL RULES, REGULATIONS AND PROCEDURES OF THE CLUB, THE FAA AND ALL OTHER AGENCIES.			
I AGREE THAT I WILL NOT USE CLUB AIRCRAFT FOR ANY COMMERCIAL OR ILLEGAL ACTIVITIES.			
I AGREE TO PAY ALL ASSESSED DUES AND FEES AS REQUIRED BY THE CLUB BYLAWS AND OTHER RULES AND REGULATIONS AND UNDERSTAND THAT FAIURE TO DO SO WILL RESULT IN LOSS OF CLUB PRIVILEGES AND POTENTIAL TERMINATION OF MEMBERSHIP.			
I UNDERSTAND THAT I MAY TERMINATE MY MEMBERSHIP ONLY IN ACCORDANCE WITH SECTION 16 OF THE CLUB BYLAWS.			
I UNDERSTAND THAT IF I AM FOUND LIABLE FOR DAMAGES TO CLUB AIRCRAFT OR EQUIPMENT DUE TO NEGLIGENCE, I WILL BE HELD RESPONSIBLE FOR THE INSURANCE DEDUCTIBLE AND OTHER COSTS ASSOCIATED WITH THE CLAIM RESULTING FROM THAT DAMAGE.			
SIGNATURE OF ACCEPTANCE:			DATE:
APPLICANTS UNDER 18 YEARS OF AGE MUST HAVE PARENT OR GUARDIAN APPROVAL			
NAME:		RELATIONSHIP:	
SIGNATURE:		DATE:	

PREVIOUS FLYING CLUB EXPERIENCE		
HAVE YOU EVER BEEN A MEMBER OF A FLYING CLUB? YES <input type="checkbox"/> NO <input type="checkbox"/>		
IF YES, PROVIDE CLUB NAME AND CONTACT INFORMATION:		
EMERGENCY CONTACT		
PLEASE PROVIDE DETAILS OF A CONTACT WE MAY USE IN CASES OF EMERGENCY:		
NAME:	RELATIONSHIP:	PHONE NUMBER:
BOARD OF DIRECTORS DECISION		
APPROVED <input type="checkbox"/> NOT APPROVED <input type="checkbox"/>		COMMENTS:
AT LEAST 3 SIGNATURES REQUIRED:		
PRESIDENT OR VICE PRESIDENT:		DATE:
SECRETARY:		DATE:
TREASURER:		DATE:
MEMBERSHIP OFFICER:		DATE:

TopFlight Aviation, Inc.
Additional Questions

1. How often do you anticipate using the aircraft? (Hours per month)

2. When do you plan on using the planes the most? (Weekdays, Weekends, or both)

3. Ideally, how many hours per month or per year would you like to fly?

4. Will you be using the aircraft for business? (occasionally, Frequently, Never, etc.)

5. If yes, approximately how many hours/days per month?

6. Will you take the planes for overnight trips? If so, how often? (Occasionally, Frequently, Never, etc)

7. Will you be available to help participate with occasional aircraft maintenance, (washing the planes, oil changes, etc?)

8. Will you be able to attend evening meetings once a month?

9. Do you plan on adding additional ratings in the airplanes? (Instrument, Commercial, CFI)

10. Any additional comments about yourself that you would like the club to consider?

EQUIPMENT USE, RELEASE, ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT

This EQUIPMENT USE, RELEASE, ASSUMPTION OF RISK and WAIVER OF LIABILITY AGREEMENT ("AGREEMENT") is executed this _____ day of _____ 20____, by and between:

_____, an individual who resides at:

House and Street:

Town or City:

In the County of:

State: _____

(hereinafter "THE MEMBER"),

and The TopFlight Aviation, Inc. Flying Club, a Tennessee nonprofit corporation with its principal place of business at:
9625 Brunswick Dr.
Brentwood, TN 37027

(hereinafter "THE CLUB").

DEFINITIONS:

THE CLUB: A Tennessee nonprofit corporation that owns or leases EQUIPMENT for use by its members, only.

EQUIPMENT: EQUIPMENT owned or leased by THE CLUB, that is available for use by members, only. EQUIPMENT shall include, but not be limited to: Aircraft, tugs, tools, and other apparatus owned or leased by the club.

THE MEMBER: An individual member of THE CLUB, who has been accepted as a member by the Board of Directors, who has completed an application form, has paid all membership and other club fees, and who is obligated for monthly club dues and EQUIPMENT usage fees, as determined in the bylaws and operating rules.

USE: The use and operation of club EQUIPMENT for members' personal enjoyment and pleasure.

RELEASED PARTIES: THE CLUB, the Board of Directors, and Officers, their spouses, legal representatives, heirs, dependents and assigns, business associates and partners, and its related/affiliated organizations including, but not limited to organizations owning and leasing EQUIPMENT to THE CLUB, and TopFlight Aviation, Inc., A Tennessee Nonprofit corporation.

THE AGREEMENT:

1. USAGE.

WHEREAS, THE CLUB is the owner/lessee of EQUIPMENT and WHEREAS, THE MEMBER is a member of THE CLUB, and WHEREAS THE MEMBER has elected to use club EQUIPMENT for personal enjoyment and pleasure, and agrees to accept the terms of this AGREEMENT.

NOW THEREFORE, THE MEMBER agrees as follows:

- a. THE CLUB permits use of the EQUIPMENT on condition that THE MEMBER shall be responsible for appropriate and necessary training with the EQUIPMENT and shall be responsible for ensuring possession of applicable airman certificates, licenses, and ratings for use of the EQUIPMENT.
- b. THE CLUB permits use of the EQUIPMENT on condition that THE MEMBER shall use and operate the EQUIPMENT in accordance with all applicable sections of Title 14 of The Code of Federal Regulations 14 (also known as the Federal Aviation Regulations), and in accordance with the privileges and limitations of applicable airman certificates and ratings.
- c. THE CLUB permits use of the EQUIPMENT on condition that THE MEMBER is solely responsible for all pre-use condition inspections, and for all operations during use.
 - i. Explicitly, THE MEMBER understands, agrees and accepts that he/she is fully and solely responsible for establishing that the EQUIPMENT is in a condition fit for use and for determining that the EQUIPMENT will remain in a safe and fit condition for and during use.
 - ii. Explicitly, THE MEMBER understands, agrees, and accepts that THE CLUB assumes no responsibility, at any time, for the condition of the EQUIPMENT and that such responsibility lies completely and solely with THE MEMBER.
- d. THE CLUB makes no warranties and specifically disclaims all warranties, expressed or implied.

2. RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE.

In consideration of using club EQUIPMENT, THE MEMBER, for himself/herself, as well as their spouse, legal representatives, dependents, successors, heirs and assigns, hereby agrees as follows:

- a. To forever release and discharge RELEASED PARTIES from any and all liabilities, claims, demands, or causes of action that may occur during or arising out my use and operation of the EQUIPMENT however caused, even if caused by the negligence (whether active or passive) of the RELEASED PARTIES, to the fullest extent allowed by law.
- b. To not sue or make a claim against the RELEASED PARTIES for loss, damage or causes of action that may occur during or arising out of the use and operation of the EQUIPMENT, however caused, even if caused by the negligence (whether active or passive) of the RELEASED PARTIES, to the fullest extent allowed by law.
- c. To fully reimburse the RELEASED PARTIES for all attorneys' fees, damages and costs incurred in any suits, claims or actions made by THE MEMBER, THE MEMBER's spouse, executors, legal representatives, dependents, successors, heirs and assigns, in violation of this AGREEMENT.

3. ASSUMPTION OF RISK.

- a. By executing this AGREEMENT, THE MEMBER understands, accepts and agrees that participation in THE CLUB and the use and operation of the EQUIPMENT exposes THE MEMBER to risks of death, personal injury and damage to property.
- b. By executing this AGREEMENT, THE MEMBER expressly and voluntarily assumes all risk of death, personal injury and damage to property that may result or be sustained as a result of membership of THE CLUB and as a result of the use and operation of the EQUIPMENT.
- c. THE MEMBER understands, agrees and accepts that included in the risks assumed is the risk of active or passive negligence of one or more of the RELEASED PARTIES, while engaged in the use of the EQUIPMENT. By executing this AGREEMENT, THE MEMBER fully and voluntarily assumes this risk even though, as a result of the RELEASED PARTIES negligence, he/she may suffer death or personal injury, and may sustain damage to property.
- d. THE MEMBER further understands, agrees and accepts that included in the assumed risks are all of the dangers and uncertainties that may be encountered while engaged in flying aircraft and when using the EQUIPMENT.

4. WAIVER.

- a. THE MEMBER hereby waives any rights pertaining to participation in the Club and the use an operation of the EQUIPMENT, and so releases The RELEASED PARTIES from any and all liability from death, personal injury and property damage, and any and all other claims and actions arising from or in connection with participation in THE CLUB and the use and operation of the EQUIPMENT, including claims and actions that are known and unknown, foreseen and unforeseen, future or contingent.
- b. This AGREEMENT shall be binding on THE MEMBER, their spouse, children, executors, legal representatives, dependents, successors, heirs and assigns.

5. COMPLETE AGREEMENT

This AGREEMENT contains the entire integrated AGREEMENT between the parties hereto with respect to the matters covered herein. No variations, modifications or changes herein or hereof shall be binding upon THE CLUB OR THE MEMBER hereto unless set forth in writing and duly executed by both THE CLUB and THE MEMBER.

6. GOVERNING LAW.

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Tennessee. All disputes and matters whatsoever arising under, in connection with or incident to this AGREEMENT shall be litigated, if at all, in and before a Court located in the State of Tennessee to the exclusion of the Courts of any other State or Country.

7. **MEMBER WARRANTIES.**

THE MEMBER warrants and acknowledges that:

- a. I am eighteen (18) years of age or older and I make this AGREEMENT intending to bind myself and my spouse, children, dependents, successors, heirs, administrators, and assigns.
- b. I know how to read, write and understand the English language sufficiently to comprehend this AGREEMENT, and to fully appreciate its content, nature and consequences.
- c. I have read this AGREEMENT, and I am fully aware of the legal consequences of signing it. I have had the opportunity to consult an attorney before signing.
- d. I understand and agree that this document is legally binding, and it precludes me from recovering monetary or other damages from the RELEASED PARTIES for personal injury, bodily injury, property damage, wrongful death, or any other personal or financial injury sustained by me or others in connection with THE CLUB and with the use and operation of the EQUIPMENT.

IN WITNESS WHEREOF, THE CLUB and THE MEMBER hereto have executed and made effective this AGREEMENT as of this date ("Effective Date").

THE MEMBER

THE CLUB

By:
Title:
Date:

By:
Title:
Date:

WITNESSED BY:

Name:

Date:

Signature:

ADDENDUM B: “CLUB MEMBERSHIP, DUES AND HOURLY RATES”

Section 1: Club membership, monthly dues, and hourly charges

Club membership, monthly dues and hourly rates are determined by reference to the Club budget. The calculated numbers may be modified at the discretion of, and by majority vote, of the Board of Directors. Current numbers are specified in Section 2 of this Addendum.

Section 2: Financial numbers as of 5/1/2019, based on 22 members split equally:

Club Capacity:	No more than 22 members
Club Initiation Fee:	\$1,000
Membership buy-in:	\$15,000
Member Monthly Dues:	\$450
Hourly Rate:	See addendums for each plane

Section 3: Sales Tax:

N/A

Section 4: Payments:

1. Membership Fees shall be paid by check, payable to TopFlight Aviation, Inc.
2. The preferred method for payment of monthly dues and usage fees is ACH bank transfer or check.
3. Usage fees. Invoices shall be emailed at the time of aircraft check in. Payment shall be made by the end of the month during which usage charges were incurred.

ADDENDUM C: “THE TOPFLIGHT AVIATION, INC. OPERATIONAL RULES”

Section 1: GENERAL OPERATIONAL RULES

1. Aircraft provided by the club are for the exclusive use of its members and their passengers.
2. Members are required to conduct themselves in a manner that is a credit to the club.
3. A member may use club aircraft for personal transportation, for individual flight training, or for pleasure.
4. Club aircraft shall not be used for commercial operations.
5. The club’s objective is to maintain a workable ratio of members per aircraft, as determined by the Board of Directors.
6. Members may pilot only those club aircraft for which they have received a check out from a Certified Flight Instructor approved by the club.
7. Only Certified Flight Instructors approved by the club are authorized to give check outs in club aircraft.
8. Certified Flight Instructors approved by the club are independent contractors and are not provided by the club.
9. Club aircraft may be flown solo only by individuals who satisfy the requirements and regulations.
10. It is each member’s responsibility to comply with all regulations and requirements when flying club aircraft.
11. Members shall conduct a comprehensive preflight inspection, prior to every flight. The preflight shall follow the PAvE methodology. The aircraft preflight shall follow the procedures detailed in the Pilot’s Operating Handbook.
12. Members shall use checklists from the Pilot’s Operating Handbook for all flight conditions, including but not limited to take-off, cruise, before landing and post-landing procedures.
13. Members shall follow the recommended leaning procedure during taxi, take-off, cruise flight and landing.
14. Members are reminded that insurance coverage is not valid if club aircraft are flown without meeting regulatory requirements and for any limitations established by the insurance company.
15. Members should obtain and become familiar with an Aircraft Flight Manual/Pilot Operating Handbook for every club aircraft flown.
16. Only club aircraft and equipment may be stored in the hangar. Members may not store personal property in the hangar at any time or use the hangars for any non-club-related purposes.
17. At no time shall any vehicle be parked so that it prohibits aircraft movement into or out of the hangar unless the member is in the immediate vicinity of the hangar.
18. Upon completion of a flight, the pilot shall perform a thorough post-flight inspection of the aircraft and shall:
 - a. Document any squawks noted before, during, or after the flight
 - b. Remove all personal items and clean the cabin
 - c. Remove all bugs from the windscreen, windows and leading edges immediately following a flight.
 - d. **USE ONLY THE PROVIDED MATERIALS FOR CLEANING. IN PARTICULAR, USE ONLY PLEDGE OR AOTHER APPROVED SOLUTIONS AND MICRO-FIBER CLOTHS ON THE WINDOWS.**
 - e. Failure to clean the aircraft properly may result in the assessment of a cleaning fee
19. Any unreported damage or discrepancies discovered by a member will be assumed to have been caused by the last user. Report such instances to the Maintenance Officer.

20. Aircraft fueling: See the addendum for each specific aircraft
21. For outside temperatures of less than 41° F, members shall follow the cold-weather procedures prescribed for each plane.
22. No smoking is permitted in any club aircraft
23. Any flights outside the contiguous 48 states must first be reviewed with the board in order to verify there are no insurance or regulatory restrictions pertaining to the destination or route.

Section 2: RESERVATION OF CLUB AIRCRAFT

1. Reservations shall be made using Flight Circle.
2. Only members in good standing as defined in Article 4 of the Bylaws shall reserve club aircraft.
3. No member shall fly a club aircraft without first reserving the aircraft in the provided scheduling system.
4. Members shall reserve only the time for which they will be using the aircraft.
5. If the aircraft cannot be returned at the time stated in the schedule, members are expected to make every attempt to contact any member so disadvantaged, or a Board Member.
6. If a member is unable to keep a reservation, or arrives back early from a flight, the schedule should be updated to allow the aircraft to be used by other members.
7. No more than two non-consecutive reservations per member per aircraft may be held at one time. Of these two reservations, only one may be an extended duration reservation, which is defined as up to 7 days. The maximum time for a normal reservation is 30 hours.
8. Same Day Exception: if the plane is available the day-of (starting at midnight), then it may be reserved first come first serve regardless of whether that member already has met their reservation limit. These same-day flights may not go overnight.
9. Cirrus Training Exception: Members training for advanced ratings using the SR20 only (ie: Cirrus transition, IFR, Commercial, etc) may have up to 4 reservations at a time, not exceeding 4 hours per reservation. In this case, no further reservations are allowed on the SR22 at this time.
10. Flight Design CTLS Training Exception: Student pilots training on the CTLS may have up to 4 reservations, not exceeding 4 hours per reservation.
11. For any reservation request that exceeds these limits, member shall first contact a Board Member for approval prior to booking the aircraft in the club scheduling tool.
12. A member who utilizes club aircraft to an extent that impedes another member's ability to utilize the aircraft may have flight time limits imposed and may have scheduling limitations applied at the discretion of the Board of Directors.

Section 3: REPORTING TIME AND EXPENSES

1. All club aircraft shall be checked out prior to flight and checked in upon completion of flight, using Flight Circle.
2. All flight time will be reported from the Hobbs meter in each aircraft, rounded to the next highest 1/10th of an hour. Discrepancies shall be noted when the aircraft is checked out or checked in and brought to the attention of a Board Member.
3. Hobbs time shall be used as the basis for billing,—whereas Tach time shall be used for maintenance.
4. Members shall purchase fuel as required for the flight.
5. All maintenance services and activities must be pre-approved by the Maintenance Officer or, if not available, a Board Member, prior to having the service performed. Any maintenance performed outside of these guidelines could become the financial responsibility of the member

who authorized the work. If you have any doubts, get the work done - be safe, but also be sensible.

6. All maintenance squawks should be reported at the time of discovery to the Maintenance Officer or a Board Member.
7. If you deem the aircraft to be unairworthy, then ground it. Contact the Maintenance Officer or a Board Member and contact all other club members who may be affected.
8. Check and follow the procedures for shutting down and securing the aircraft at the completion of all flights. Ensure that the master switches are off to avoid draining the battery.

Section 4: OVERNIGHT RESERVATIONS

1. Use of club aircraft for overnight trips is encouraged.
2. If a club aircraft becomes stranded due to weather, please contact a Board Member or Officer to discuss the situation and determine a resolution.

Section 5: PILOT REQUIREMENTS

1. Only appropriately qualified Club Members and approved Certified Flight Instructors are authorized to act as Pilot in Command (PIC) of club aircraft.
2. To act as PIC, a member must be current as per FAA regulations, and successfully complete a check out with an approved Certified Flight Instructor in the aircraft they intend to fly.
3. During a check out in a club aircraft, a member pilot shall demonstrate aeronautical skills to a level appropriate to the certificate held, to the satisfaction of the approved Certified Flight Instructor.
4. Please see additional pilot requirements for each plane in the plane addendum document.