

# Fox Flying Club, Inc.

## *Policy Manual, Rules and Regulations*

### **Amendments**

*Amended February 4, 2016*

*Amended January 5, 2017*

*Reformatted, amended and ratified March 5, 2020*

*Amended and ratified January 7, 2021*

*Amended and ratified August 5, 2021*

*Amended and ratified October 7, 2021*

These Rules and Regulations are adopted and enforced by a majority vote of the Fox Flying Club Board of Directors and shall operate within and subject to the Bylaws of the Club.

## **I. Mission**

The mission of the Fox Flying Club is to promote SAFETY, EDUCATION, FELLOWSHIP and the enjoyment of FLYING.

- A. Within the mission of Fox Flying Club, the Rules and Regulations have been written in a good faith effort to comply with generally accepted flying practices including those required by the insurance carrier.
- B. Upon joining Fox Flying Club each member is responsible for following the Rules and Regulations and each member understands that they assume any risk and liabilities that may result when not following the Rules and Regulations. Also, flying privileges are contingent upon the member signing the Fox Flying Club, Inc., Release, Waiver of Liability and Hold Harmless Agreement (see Schedule C).

## **II. Membership**

- A. Recognizing that not all Club Members are actively flying, Active Members with a current checkride card are limited to a maximum of fifteen per plane while the total number of Active Members is limited to twenty per plane.
- B. The Club is a volunteer-based, not-for-profit organization, and to further the Club's mission, each member is expected to participate in and contribute to Club activities
  1. Member participation in the Club, beyond the exercise of flying privileges, is essential. A minimum monthly participation by members through attendance at either the Board or the Membership meeting is expected. The date, time, and location of meetings are given in Schedule B.
  2. Members are also expected to contribute their time and talents in maintaining and cleaning club aircraft and facilities or in other ways.
- C. Member Classes and Types:
  1. Active Member. Generally, individuals having a FAA pilot certificate, including individuals having a student pilot certificate.
    - a. Pays the full membership fee and full monthly dues and has full membership privileges.
    - b. Active Members serving on the Board as Treasurer or Maintenance Officer pay no dues and have full membership privileges.
  2. Associate Member. Generally, a member that has a special relationship to the Club and may pay reduced membership fee and/or reduced dues and has reduced privileges. The total number of Associate Members shall be limited to thirty five percent (35%) of the total number of Active and Associate members.
    - a. Family Type - a spouse, son, daughter, parent, and/or relative having the same home as an Active Member, pays the membership fee and reduced dues, has reduced membership privileges.
    - b. CFI Type (where CFI means a Flight Instructor certificated under Title 14 of the Code of Federal Regulations (14 CFR, hereafter referred to as the F ARs (Federal Aviation Regulations))

- i. CFI-Only - no membership fee, pays reduced dues. May not fly aircraft for personal use or for any other purpose other than instructing members and providing member semi-annual checkride. May be elected to the Board.
  - ii. CFI-Limited - no membership fee, pays monthly dues reduced by fifty percent (50%), must attend three Club meetings and/or Club sanctioned activities per year, personal use of aircraft limited to five hours per month, must perform at least five Club checkrides per year, and does not qualify for other incentive credits.
- c. Service Type - Non-active member that serves on the Board and pays reduced dues.
- d. Mechanic Type - generally an aircraft mechanic certificated under the FARs, pays no membership fee and reduced dues - has full membership privileges. May use aircraft for personal use.
3. Inactive member - a former Active Member on leave of absence who does not have flying privileges - pays reduced dues (has, at one time, paid the membership fee).
  - a. Members desiring to become Inactive must petition the Board to do so as provided in § II. H. of the Bylaws. Notification of such a petition may be sent to the Membership Officer or Treasurer. Notification can be electronically transmitted (see, Bylaws § IX.).
  - b. Inactive members desiring to return to Active member status must request readmission through a written request to the Membership Officer and pay any changes in the one time membership fees. Readmission as an Active member is by Board approval. Generally, seasonal inactivity will not be approved. Generally, in the situation of a waiting list for admission as an Active member, a returning Inactive member has priority over new members.
  - c. Member Emeritus - Special recognition given to inactive members who have provided long and faithful service to the Club - pay no dues
  - d. Active Members with current checkride cards are required to provide current and up to date citizenship information, driver's license, pilot certificate, medical certificate, and Flight Review endorsement to the Membership Officer plus documents or information that may be requested by the insurance carrier, the FAA, or other governmental agency.
  - e. Prior to acceptance into the Club any applicant for membership must be interviewed by three Board members and may be required to complete a test demonstrating familiarity with Club Bylaws and Rules.
  - f. Minors, persons 17 years old and younger, may join the Club provided that, prior to acceptance into membership, the minor must be interviewed as noted in paragraph E along with a responsible parent or legal guardian.
  - g. Club membership is non-transferable.

### III. Costs

The Club is a not-for-profit organization with fees and dues that are established by the Board.

- A. Each member is expected to pay all amounts due by the 25th of the billing month. Members in arrears are subject to fines, suspension of flying privileges, deposit requirements and/or loss of membership. Member's flight privileges shall be suspended for nonpayment within 30 days of the date due.

2. Members with at least a private pilot rating may schedule a plane for up to twelve days on a single schedule (only one full weekend is to be included).
3. Any member more than thirty minutes late for their scheduled time forfeits the remainder of their reservation period to any member desiring it.
4. Members should adjust portions of schedules you will not fly as soon as possible.
  - a. Members will be subject to a penalty of one hour's time if they:
    - i. Fail to fly during their schedule, or
    - ii. Cancel more than 30 minutes after the start of their schedule.
  - b. If the cancellation is due to weather, cancel/reschedule for a later time. Note in the log if you're at the airport or inform the Treasurer promptly.
  - c. If the cancellation is due to mechanical problems, note in the log, prepare a squawk and/or contact maintenance personnel, cancel the schedule and notify affected subsequent scheduled users.
  - d. If a schedule is overridden by a maintenance schedule, the member still must cancel the schedule to avoid the possibility of a fine if the maintenance is completed early.
  - e. As a courtesy to other members, cancel the remaining portion of schedules from the scheduling system upon return to DPA.
5. Members flying local flights are expected to fly a reasonable part of their scheduled time.
  - a. Daily minimum flight time requirements of 1 hour for each weekday and 2 hours for Saturday or Sunday exist to improve utilization.
  - b. Daily minimum times are applicable to members with reservations:
    - i. Of six or more hours in a 24-hour period.
    - ii. For each 24-hour period from the start of a multi-day schedule.
6. Members are expected to return aircraft on time.
  - a. Any member not returning an aircraft on time (except for mechanical or weather-related reasons) may be subject to disciplinary action and/or fines.
  - b. If a member becomes grounded away from DuPage Airport for any reason, including weather, they must advise the President or other Club Officer and members whose schedules will be affected.
    - i. Generally, it is the member's responsibility to return the aircraft to home base.
    - ii. The daily minimums will not apply until the aircraft is repaired, or the weather between the airport of departure and home base is flyable, with respect to the limitations of the aircraft and of the member involved.
    - iii. The aircraft must be returned on the first flyable day by the member or at their expense.

## V. Flight Limitations

- A. Members of the Club shall observe all existing Federal Aviation Regulations, State, Local Airport, and Club Rules and Regulations.
- B. Only Active, CFI-Only Associates, and Board approved CFIs may be Pilot In Command of club aircraft. **Neither non-members nor Inactive Members may occupy the left front seat except under extraordinary circumstances and upon Board approval.**
- C. Club aircraft shall not be operated in a careless or reckless manner or without preflight inspection, thorough flight planning, or with disregard for weather conditions considered to be safe for the

- level of experience of the member. Boarding and deplaning passengers from club aircraft while the engine is running is prohibited, with the exception of a club approved CFI soloing a student.
- D. No member may execute unusual maneuvers that may cause structural damage to the aircraft, other than those maneuvers required in flight tests for any airman certificate. Intentional spins for any purpose are not allowed in club aircraft.
  - E. The aircraft shall be operated only from those landing areas that are recognized as public or private airports. Operations from other landing areas will be permitted only upon prior approval of the President or Chairman.
  - F. No member may operate club aircraft for compensation or hire or as a Commercial Operator as defined by FAR 1.1.
  - G. Flight outside of the Continental US is prohibited except as follows: flights to Canada and the Bahamas are permitted only by prior approval of the Board of Directors. The cost of required additional insurance coverage, FCC Aircraft Radio Station Licenses, Restricted Radiotelephone Operators Permit, Customs stickers, or any other fees must be paid by the member and that member will not be reimbursed by the club.
  - H. The Club carries non-commercial liability insurance. See Schedule A for coverage and important limitations. Each member is encouraged to review any current insurance policy information available from the insurance carrier, which can typically be found on the carrier website.

## **VI. Instruction and Proficiency**

- A. Members may only receive flight instruction in Club aircraft from a Club CFI. The following exceptions apply:
  - 1. FAA sanctioned Wings Weekend
  - 2. By a vote of the Board, a member may be granted permission to receive instruction by non-member instructors who are employed by an established flight training organization [e.g., accelerated IFR course].
- B. Members must undergo a checkride with a Club CFI in EACH of the Club's aircraft they intend to fly.
- C. Once a member has performed a checkride and is proficient in the operation of a particular aircraft, they may have copies of keys made for that aircraft. The keys are considered Club property and are to be surrendered upon suspension or resignation from the Club.
- D. In order to maintain pilot proficiency, the Fox Flying Club requires semi-annual checkrides for each pilot and student pilot with a Club CFI.
  - 1. At the completion of the flight, a completed checkride card must be submitted to the Membership Officer during the periods of March 1 - May 31 and September 1 - November 30
  - 2. Flight without a current checkride card will result in a fine for each Occurrence.
- E. Members who are student pilots are limited to flying:
  - 1. With a Board approved instructor, or
  - 2. On an instructor-approved solo, or
  - 3. With an FAA inspector or designated examiner, or
  - 4. With a properly licensed member of the Club (who is occupying the left front seat)
- F. Student members shall not make overnight solo flights under any circumstances unless a return to DPA has been delayed by weather.

- G. Any member desiring to be Pilot In Command of or as a CFI in the Piper Arrow and/or the Cirrus SR20 must meet any time, training and currency requirements as specified in Schedule A and be signed off after a checkride with a Club CFI.
- H. A spouse, son or daughter of a regular member can take up to 10 hours of flight instruction with a Club CFI for the purpose of completing a Club sponsored pinch-hitter course.

## VII. Flight Operations

- A. Parking is allowed in the unheated hangars only. Vehicles are not allowed in the heated hangar.
- B. Starting precautions:
  1. Except for the Piper Arrow, Club aircraft 28 VDC systems are not compatible with standard automotive electrical systems and MUST NOT be jump started with a car battery. The Piper Arrow aircraft has a 12 VDC system and is equipped with an external ground power plug for use in conjunction with a car battery for engine starting. Consult the appropriate aircraft manual before attempting to start the engine by jumping -- aircraft can incur damage to the electrical system if the starting procedure is not strictly followed.
  2. **Hand propping an aircraft in an attempt to start the engine is prohibited. Any member engaging in this activity is subject to termination from the Club.**
- C. Each aircraft contains a logbook for recording flight tach time and date(s).
  1. The pilot is responsible for the accurate logging of their flight for accounting purposes (tach time).
  2. Fuel and oil added, along with any other information that might be of interest to subsequent pilots should be noted.
  3. Completed log sheets must be removed from the aircraft by any member who intends to return from a cross-country flight on or after the 25th of the month. Failure to leave the log sheets on the desk in the heated hangar so the Treasurer can pick them up will result in a fine.
- D. All aircraft maintenance is done by approved mechanics or qualified pilots under FAA regulations.
  1. Any item requiring repairs is to be written up in the aircraft flight log in the aircraft and called in to the Crew Chief or Maintenance Officer. If possible, it should also be communicated via the designated Maintenance Squawk System.
  2. If it is of a serious or safety related issue an immediate call should be made to the Crew Chief, Maintenance Officer or member of the Board of Directors. Also notify subsequent pilots.
  3. Club members are not authorized to take an aircraft out of service without approval from a Club Officer unless directly related to its safety or airworthiness.
- E. Shutdown and tie-down:
  1. After every flight the aircraft is to be fueled to the tabs, except the Cirrus which will be fueled to the tabs plus five additional gallons in each tank.
  2. A supply of extra oil (at least 2 quarts) is to be maintained in the baggage compartment. Extra oil is in each hangar, and in the heated hangar. Note oil usage in the log. Failure to leave an appropriate quantity of oil in aircraft may result in a fine.
  3. All aircraft should be hand positioned in their parking places to avoid damage to either the aircraft or those aircraft parked near them.
  4. Remove trash, personal belongings and appropriately sanitize the interior of the aircraft.
  5. After each flight, clean the windscreens, the cowling and leading edges with cleaning materials supplied by the Club.

6. Install the cowl plugs in all aircraft parked outside. This is to lessen the chance of bird nests being built in the engine compartment.

F. Winter precautions

1. A preheat should be used prior to engine starting at temperatures below 32° F.
  - a. Preheating is mandatory when temperatures are 32° F or lower. Failure to preheat the engine will result in a fine.
  - b. Electric (Reiff) heaters. For any aircraft so equipped, during winter months, at the end of operation, plug-in heater and follow instruction placard located with aircraft (or in the hangar).

G. Incidents and accidents

1. Fox Flying Club has established steps to take in the event of an incident or accident involving club aircraft, as specified in **Appendix: Accident/Incident Policy**.

## Schedule A

#### **A. Fees and Dues, (see § III. A.4)**

Membership Fee (Upon Joining)	\$350.00
Monthly Dues	
Active Member	\$100.00
Associate Member	
CFI-Only	\$ 7.00
CFI-Limited	\$50.00
Family, Service, Mechanic	\$10.00
Annual Dues	
Inactive Member	\$100.00
Hourly Wet Rates (set by the Board)	Listed on Club Website and Scheduling Se

## **B. Insurance (see § V. H)**

**Note: The Club's non-commercial policy does not cover CFI's or CFII's during the time they are instructing for compensation.**

Coverage	
per accident	\$1,000,000
per person	\$100,000
medical Per Seat	\$5,000
medical each occurrence	\$20,000

#### Deductible - member responsibility

Number	Description	Not in motion	In motion
N773SP	2001 Cessna C172SP	\$2,500	\$2,500
N41598	1999 Piper Archer III	\$2,500	\$2,500
N31401	1978 Piper Arrow III	\$2,500	\$5,000
N700ZG	2004 Cirrus SR20 G2	\$2,500	\$5,000

### **C. Piper Arrow Requirements (see § VI.G)**

Members desiring to be Pilot in Command of the Piper Arrow must meet the following:

- A. Hold at least a Private Pilot certificate with appropriate aircraft logbook endorsement,
- B. Have logged at least 100 hours total time including:
  1. 25 hours in single engine aircraft with retractable landing gear and 5 hours in the make and model; or
  2. 10 hours of dual flight instruction in aircraft of the same make and model being flown, including at least 15 takeoffs and landings while accompanied by an approved club CFI; or
  3. 100 hours of complex time in any make and model and is only required to complete a checkride with an approved club CFI.
- C. Complete at least one club checkride in the Arrow in the previous two checkride periods.

Insurance policy for reference:

*With respect to the following: N31401*

*Any pilot maintaining a private or more advanced pilot certificate who has demonstrated to the named insured's appropriately certificated flight instructor the piloting skill required for the aircraft being flown and who has logged a minimum total time of 100 hours including either 25 hours in single engine aircraft with retractable landing gear and 5 hours in the make and model; or in lieu of type time and make and model time, 10 hours of dual flight instruction in aircraft of the same make and model being flown including at least 15 takeoffs and landings while accompanied by an appropriately certificated flight instructor. Any pilot with a minimum of 100 hours of complex/retract time is only required to complete a CFI checkout.*

### **D. Cirrus SR20 Requirements (see § VI.G)**

Members and flight instructors desiring to be Pilot in Command of, or give flight instruction in, the Cirrus SR20 must meet the following:

- A. Flight Instructors:
  1. Purchase and complete the Cirrus Avidyne Advanced Transition Course and iFOM familiarization with a Cirrus CFI authorized by the Training Officer and;
  2. Meet applicable insurance requirements.
- B. Club Members
  1. Hold at least a Private Pilot certificate,
  2. Follow the Cirrus Avidyne Basic or Advanced Transition Course applicable to pilot's level of certification and iFOM familiarization with a club-approved Cirrus CFI.
- C. Currency
  1. Complete one checkride in the Cirrus SR20 in the previous two checkride periods consisting of a minimum of 1 hour of ground and 1 hour of flight time.

Insurance policy for reference:

*With respect to the following: N700ZG*

*As respects certified flight instructors in Cirrus SR20 aircraft:*

*Any properly certificated flight instructor as approved by the named insured's chief pilot or his/her designee who logged a minimum of 500 hours including 25 hours in the make and model.*

*As respects Cirrus SR20 aircraft:*

*Any pilot maintaining a private or more advanced pilot certificate who has demonstrated to the named insured's appropriately certificated flight instructor, the piloting skill required for the aircraft flown*

## Schedule B

### A. Monthly Meetings

Unless otherwise notified, the date, time, and location of the Board and Membership meetings are as follows:

#### 1. Date and Time

Board: 1<sup>st</sup> Thursday of each month; 6:30 PM  
Membership: 2<sup>nd</sup> Thursday of each month; 6:30 PM

2. Location: DuPage Airport Flight Center

### B. Credits (see §§ II.B and III. D}--Applicable to Active Members Only

1. A reduction from the standard hourly rate to the premium hourly rate rental price of Club aircraft is available to all members attending a minimum of three eligible or club sponsored events within one quarter. The Premium Hourly Rate will be applied during the quarter following completion of attendance of the events detailed below.
  - a. Club sponsored events include Board and Membership meetings, such as monthly Board and Membership meetings, belly and plane washes, limited aircraft maintenance, annual barbecue, and as designated by the Club Board.
  - b. FAA WINGS Pilot Proficiency Program. FFC wishes to acknowledge the benefits of the FAA "WINGS - Pilot Proficiency Program". Any member may receive a quarterly credit for achieving Wings award level.
  - c. Attendance at an event in which the FFC participates but is not a direct sponsor of the event (i.e.; Chicago Aviation Expo, etc.).
  - d. Other events approved by the FFC Board of Directors.
2. FAA WINGS - Pilot Proficiency Program

The Club wishes to acknowledge the benefits of the **FAA "WINGS - Pilot Proficiency Program"**. Members will receive an annual credit for achieving "Wings" award level as follows.

a. Basic	\$50/year
b. Advanced	\$50/year
c. Master	\$50/year

**C. Fines and Penalties for Rules violations (see generally, §§ III. B and C) not specifically noted elsewhere.**

1. Responsible for allowing non-member to occupy the left seat (violation of § V.B)	\$200 and/or suspension of flying privileges and/or termination
2. Piloting Piper Arrow and/or Cirrus SR20 and not meeting currency requirement (violation of § VI.G)	\$150 fine and suspension of flying privileges and/or termination
3. Flying without a valid checkride card (violation of § VI)	\$10 each occurrence
4. Failing to properly shut down, fuel, clean and secure aircraft Or lock hangar	\$10 each occurrence
5. Parking private vehicle in heated Club hangar	\$10 each occurrence
6. Failure to pay in full monies due by the 25th of the month in which a Club invoice is mailed (e.g., bill mailed Jan 10 is due at FFC P.O. Box on Jan 25).	\$10 each occurrence
7. NSF Check (first infraction)	\$25
8. NSF Check (second occurrence)	\$25 and suspension of flying privileges
9. Failure to leave aircraft log sheets on the desk in the heated hangar on the 25th day of the month	\$5 each occurrence
10. Failure to cancel within 30 minutes after scheduled start or fly during scheduled time	One hour's flying time
11. Failure to meet daily flight time minimum	Difference between the time flown and the minimum time required
12. Failure to participate in any plane wash, cleaning, or other appropriate Board approved Club service activity during a calendar year.	Loss of premium rental rate

## **Appendix: Accident/Incident Policy**

Fox Flying Club strives to promote safety through a high standard for aircraft maintenance, regular safety and training presentations, and semi-annual check outs for those wishing to fly club aircraft. Despite these efforts, we recognize that incidents and accidents are possible and therefore have adopted the following set of policies and procedures for addressing these matters.

In the event of an incident or an accident, the following steps are to be taken:

- A. The first priority is to obtain any needed medical care or other emergency services for any person affected by the incident or accident. At airports with operational control towers, advise the controller of the situation and any assistance needed. At airports without an operating control tower, please call 911. If the circumstances permit, contact the airport manager. Even if no one is injured, a disabled aircraft on a runway or taxiway constitutes a safety hazard particularly at night.
- B. Secure the aircraft. Remember that depending on the nature of the occurrence you may not be permitted to move or do anything to the aircraft except as necessary to free trapped passengers, protect others from injury, or prevent further damage to the plane. (NTSB part 830.10).
- C. In accordance with NTSB part 830.5, an immediate notification to the NTSB shall be made whenever:
  1. A civil aircraft has been involved in an accident
  2. An aircraft is overdue and believed to have been involved in an accident
  3. There has been a failure of any flight control system
  4. Inability of any crew member to fulfill duties as a result of injury or illness
  5. In-flight fire
  6. Collision in flight
  7. Separation of any part of the propeller (except by ground contact)
  8. There is damage to property in excess of \$25,000 or at a total loss (when in doubt, make notification).

**Contact the NTSB duty officer at 844-373-9922 / 202-314-6290 (available 24/7/365)**

- D. Notification to the club president, or in his or her absence the vice-president, should be made as soon as practicable.
- E. It is expected that involved pilots will cooperate fully with and make complete and truthful disclosures to investigators, although it may be best to allow yourself time to collect yourself before doing so. It is the pilot's prerogative to consult with an aviation attorney, at his or her own expense, before making statements.

In the event that the accident has resulted in serious injuries and/or fatalities, sensitivity to the individuals and families affected along with propriety for club operations dictate that only the president, or in his or her absence the vice-president or other designated member of the Board, speak on behalf of the club. It is expected that law enforcement would be making initial family