

**BY-LAWS and FLYING REGULATIONS
Of FLIGHTTIME, INC.**

A Non-Profit Organization Established 1998

(Amended May 2021)

Wiscasset Airport, Wiscasset, Maine

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BY-LAWS OF FLIGHTTIME, INC.
AMENDED May 2021

Article I - NAME

FLIGHTTIME, INC.,
with its principal office in Wiscasset, Maine.

Article II – PURPOSES

The purposes of this Corporation are:

1. To own, lease, and maintain one or more aircraft for the education transportation, promote flying, support charitable causes, and general use of the members of this Club, also, their families or such individuals as the Board of Directors may designate pursuant to any By- Laws which may hereafter be adopted;
2. To do any act, or engage in any activity, when the same is reasonably incident to corporate purposes and not prohibited by the provisions of Title 13-B M.R.S.A., Section 403, et seq. as amended;
3. To accept donations, in kind or money in furtherance of corporate purposes;
4. To purchase, acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description; and to borrow monies, and pledge the credit of this corporation to the repayment thereof, and to execute and deliver evidences of such indebtedness for any lawful purpose, within the purview of Title 13-B, as amended;

In addition to the foregoing, it is also the purpose of this Club to provide for its members, convenient means for flying at the most economical rates.

Article III – SEAL

The seal of the Corporation shall be a circular impression stamp bearing the legend:
FLIGHTTIME, INC

Article IV – MEMBERSHIP TERMS and CONTRACT

- 1) Any student or rated pilot who is interested in the promotion of general aviation and flying is eligible to apply for Membership.
- 2) Applicants will be carefully screened for consideration and unanimous approval by the current Voting Members is required for the admission of a new Member. After submitting a Membership application, a Prospective Member will be invited to attend the next scheduled Membership Meeting. After interviewing the Prospective Member, the Voting Members in attendance will vote on whether to recommend the Prospective Member to the entire Membership. If the Voting Members present make a unanimous recommendation to the entire Membership, those Voting Members not in attendance will have until the next regularly scheduled meeting to cast their votes. At the next regularly scheduled meeting the votes will be finalized, and any voting member not present at the previous meeting who has not voted will be counted as voting in the affirmative.
- 3) After acceptance as a Member, an initial check ride with a Flighttime instructor is required for solo VFR operations (and IFR, if applicable), for each Flighttime aircraft a Member is qualified to fly.
- 4) Membership Categories and Membership Fees
 - a) **Category A Membership** has a one-time refundable Membership Fee of \$4,000, full voting rights, and use of aircraft at regular hourly rates. In return, the Voting Member will receive a non-interest-bearing note (the “Note”) for \$4,000.
 - b) **Category B Membership** has a one-time non-refundable minimum Membership Fee of \$1,000, no voting rights, and use of aircraft at the regular hourly rate plus a surcharge. This surcharge will be credited to the Non-Voting Member’s membership account (the “Account”) and when the Account balance reaches \$4,000, the Non-Voting member will become a Category A member with all rights and privileges noted above. A Category B Member has the right to make a payment to the Account at any time to bring the balance to \$4,000 and become a Category A Member but must thereafter, pay dues for a minimum of four quarterly billing cycles. If the member resigns without having paid these quarterly dues, they shall be considered delinquent and will be deducted from any refunds due.
 - c) **Category S Membership** is a sponsored membership available to Category A members. Category A Members may sponsor a Student Pilot as a Category S member with assumption of financial responsibility for the sponsored member. A Sponsored Membership does not require an additional Membership Fee, has no voting rights, and permits use of the aircraft at regular hourly rates.
- 5) Category A members can sponsor only one (1) Category S member during the same period, and the combined number of Category B and S Members will be limited to five. The number of active student pilots will be limited to 20% of the total membership.
- 6) For all membership classes, official Membership begins after Membership approval, signing the Membership Agreement, payment of any Membership Fee (if applicable) and satisfactory completion of the Flight Check Ride (if applicable) are complete.
- 7) All members agree to pay Quarterly Membership Dues in accordance with the provisions of Article V – MEMBERSHIP DUES AND FISCAL MATTERS

- 8) All Members may choose to leave Flighttime at any time.
 - a) For Category A Members, Flighttime will have up to one year to repay the Note (the "Redemption Period"), beginning on the day that written or email notice is received by Flighttime. If there is an outstanding balance due in the Member's account when the note is repaid, this amount will be deducted from the repayment. However, should there be a credit balance, the Member shall be reimbursed for that amount. During the one-year Membership Fee redemption period, members who originally joined Flighttime as a Category A Member may continue to exercise flight privileges if current on all dues and billing. These terms also apply to Category A members who originally joined Flighttime as a Category B member, provided the member satisfies the terms of Article IV.4.b.
 - b) Category B Members' obligations and privileges terminate immediately upon providing written or email notice and all membership fees are non-refundable.
 - c) Category S Members' obligations and privileges terminate immediately when the sponsoring Category A Member provides written or email notice to end the Sponsored Membership or the Category S Member receives his/her Private Pilot Certificate and has returned the aircraft to Wiscasset. Such change will not affect any or all of the regular membership terms and provisions of the Category A Member.
- 9) Upon termination, all Members agree to return airplane and hangar keys and any balance due will be deducted from any Membership Fee to be returned.
- 10) Flighttime reserves the right to terminate any Member with the majority approval of the Voting Members at any time. For Category A Members, the Note, less any balance due, will immediately be repaid.
- 11) All Members agree to indemnify Flighttime and hold Flighttime harmless against any loss, liability or damage to persons or property in excess of the amount of insurance coverage while the Member is in control of a Flighttime aircraft. The Member waives any claim that said Member, his or her property, or his or her person may generate as a result of such losses, liability or damage to persons or property through use of Flighttime aircraft.
- 12) Flighttime is organized as a non-profit corporation in the State of Maine. Aircraft are owned by Flighttime and Members do not have an ownership interest in Flighttime aircraft.
- 13) This agreement shall be construed in accordance with the laws of the state of Maine.
- 14) This agreement may not be transferred, assigned, sold or otherwise negotiated.
- 15) Flighttime reserves the right to increase the cost of Membership and/or aircraft hourly cost or dues because of unforeseen circumstances such as inflation, increased insurance rates, etc.
- 16) All Members agree to abide by Flighttime's by-laws and operating procedures and will comply with all Federal Aviation Regulations when operating a Flighttime aircraft.
- 17) Rated Category A and B Members must have a current medical certificate and flight review to exercise flight privileges. Unrated Members in all categories must have a current medical certificate and a logbook endorsement by a Flighttime approved Certificated Flight Instructor (CFI) to exercise flight privileges.
- 18) All Members agree that all expenses incurred by Flighttime for collection of any sums under this agreement, including reasonable attorney fees, court costs, sheriff fee, interest, etc., may be added to the balance due thereunder, to be paid as part thereof.

19) This contract constitutes an agreement between Flighttime and the Member. Amendments may be made as agreed to in writing by the Member and Flighttime. The Member hereby acknowledges receipt of Flighttime's Bylaws and a completed copy of this agreement, as witnessed by his/her signature.

Article V – MEMBERSHIP DUES AND FISCAL MATTERS

1. To be considered a Member in Good Standing, a member must be "Current" in his or her financial obligations to Flighttime, including membership dues and charges for aircraft usage. "Current" is defined as having no outstanding balance in the member's account which is more than 60-days-past-due. A Category S Member is not Current if the Sponsoring Category A Member is not current. If a member is not Current, he or she may become Current upon payment in full of all balances due. A charge of ten percent (10%) of the delinquent amount shall be imposed as a precondition to reinstatement of such member, unless waived by the Board of Directors for good cause shown.
2. To cover the fixed costs of keeping Flighttime aircraft ready and available to fly, quarterly membership dues will be assessed to all Members, regardless of membership category. The amount of these dues will be reviewed from time to time and any change must be approved by a majority of the voting Members. Dues for Category S Members will be billed to the Sponsoring Category A Member in addition to his or her dues. All Dues will be billed and are payable at the beginning of each quarter. In the first quarter of Flighttime Membership, Dues will be prorated based on the remaining number of days in that quarter.
 - a) During the redemption period, a member who originally joined Flighttime as Category A Member will not be assessed membership dues and Member in Good Standing status will terminate at the end of the quarter for which membership dues have been paid. At his or her option, however, the member may continue to pay membership dues during the redemption period and maintain Member in Good Standing status. These terms also apply to Category A members who originally joined Flighttime as a Category B member, provided the member satisfies the terms of Article IV.4.b.
3. provided a minimum of four (4) quarterly membership dues are paid either prior to or during the redemption period.
4. For a Category B Member, the Membership Dues obligation ends when written or email notice is received by Flighttime.
5. For a Category S Member, the Membership Dues obligation ends when written or email notice is received by Flighttime from the Sponsoring Category A Member, or the Category S Member receives his/her Private Pilot Certificate.
6. The hourly rates for the use of Club aircraft and other assets of the Club shall be fixed by a vote of a majority of the Board of Directors. Such rates may be changed from time to time at the discretion of the Board of Directors. Such charges shall be payable when incurred. The surcharge for Category B Members will be \$25.00 per hour.

7. No member shall authorize expenditures of Club funds except as expressly permitted by these By-Laws. No member shall obligate the Club to pay any charge, cost or expense except as expressly permitted by these By-Laws.
8. Members will be automatically reimbursed for any out-of-pocket expenditure not in excess of five hundred dollars (\$500.00), when such expenditures are for Club aircraft repairs or maintenance necessary to safely complete a return flight to Wiscasset Airport, with the equipment and instruments required for flight under visual or instrument flight rules in accordance with applicable Federal Aviation Regulations. For any amount in excess of \$500.00 a simple vote of the Board of Directors must be obtained.

Article VI - MEETINGS

1. All meetings of the members, except as herein otherwise provided, shall be held at the Wiscasset Airport, at a time to be determined by the President.
2. The annual meeting of the Corporation shall be held at the Wiscasset Airport or other suitable location, during January, at such time as the Board of Directors shall determine.
3. Notice of the annual meetings of the members shall be given by e-mail notice sent to each member at his/her address of record in the Club records, at least ten days before such annual meeting, by the Secretary.
4. Special meetings of the members may be held at such time and place as the President may determine and, on his call, thereto, or may be called by a majority of the Directors, or by written petition of at least eight (8) members. It shall be the duty of the Clerk to call such meetings within thirty days (30) after such demand.
5. Notice of the special meetings of the members, stating the time and place, and, in general terms, the purpose thereof, shall be given in a like manner as the notice required for the regular annual meetings. If a quorum of the Board of Directors shall be present at any gathering, any business may be transacted without prior notice, upon waiver of notice.
6. At any meeting of the members, a quorum shall consist of eighty percent (80%) of the Board of Directors.
7. The President, or in his absence, the Vice President, or in the absence of the President and Vice President, a Chairman elected by the members present shall call the meeting to order and shall act as the Presiding Officer.
8. At the annual meeting of the Board of Directors, the directors shall elect officers.
9. Votes cast by email will be accepted and counted provided the Secretary receives them at least one hour prior to the meeting when the vote is to be taken. Verbal proxy votes will be accepted.
10. A majority vote of 80% of the Board of Directors is necessary for the adoption of any resolution.
11. Parliamentary procedures will be followed, and minutes will be kept at all times.

Article VII - DIRECTORS

1. The powers, business and property affairs and assets of the Club shall be exercised, conducted and controlled by the Board of Directors.
2. All Category A Members are members of the Board of Directors. Category B and S Members may attend all meetings of the Board of Directors but do not have voting rights.
3. At the annual meeting, the Board of Directors shall elect a President, Vice President, Secretary, and Treasurer and appoint a Safety/Operations Officer and Aircraft Maintenance Officer.
4. Regular meetings of the Board of Directors shall be called at a time and place to be determined by the President, and upon his call, thereto.
5. Special meetings of the Board of Directors shall be called at any time on the order of the President, or on the order of eight (8) of the Directors.
6. Notice of special meetings of the Board of Directors stating the time and place, and, in general terms, the purpose, shall be e-mailed or personally given to each Director, at least three days before the day appointed for said meeting. If all the Directors shall be present at any meeting, any business may be transacted without prior notice, upon waiver of such notice.
7. Eighty percent (80%) of the then acting Board of Directors, in person or by Proxy, shall constitute a quorum of the Board at all meetings, and the affirmative vote of at least eighty percent (80%) of the then acting Board of Directors shall be necessary to pass any resolution or to authorize any act or action by the Club.
8. Each member of the Board of Directors shall serve without compensation or reward, except as otherwise provided in these By-Laws.
9. The Board of Directors shall cause to be kept a complete record of all its acts and proceedings of its meetings and to present a full statement at the regular meeting of the members, showing in detail the condition of the affairs of the Club.
10. The Board of Directors may assign and delegate to any member any duty or office which the Board deems appropriate and necessary to the conduct of the Club and which is not otherwise expressly provided for in these By-Laws.
11. The Board of Directors may engage personnel other than Club members to perform such services in behalf of the Club as the Board deems necessary and appropriate.
12. The Board of Directors shall have the power and authority to promulgate and enforce all rules and regulations, pertaining to the use and operation of Club property, and to fix rates therefore, and to do and perform, or cause to be done and performed any and every act which the Club may lawfully do and perform.

Article VIII – OFFICERS

The officers of this Corporation shall be a President, a Vice President, Clerk, Secretary, Treasurer and a Board of not less than five Directors. The Clerk and Board of Directors shall be elected by the membership: all other officers shall be elected by and from the Board of Directors. All officers shall serve until their successors are elected and qualify.

There is also hereby established and created the positions of Safety/Operations Officer and Aircraft Maintenance Officer, which shall be filled by appointment thereto by the Board of Directors.

Article IX - POWERS AND DUTIES OF OFFICERS

President

1. The President shall be the chief executive officer and Clerk of the Club. He shall preside at all meetings of the Club and the Board of Directors. He may call any special meeting of the members of the Board of Directors, or the members, and shall have, subject to the advice and control of the Board of Directors, general charge of the business of the Club, and shall execute with the Secretary, in the name of the Club, all certificates of membership, contracts and other instruments which have first been approved by the Board of Directors.
2. The President shall be responsible to the Board of Directors for the operation of the Club. He shall make and enforce decisions regarding the suitability of all equipment and the qualifications of all members for each type of flight operation. He shall recommend for approval to the Board of Directors all operational rules of the Club and shall report with recommendations all violations of such rules by any members of the Club.
3. He shall service without compensation or reward.

Vice President

1. The Vice President shall be vested with all the powers of the President and shall perform the duties of the President in case of absence or disability of the President.
2. The Vice President shall perform such duties connected with the operation of the Club as may be delegated to him by the President, or the Board of Directors.

Secretary

1. The Secretary shall keep the minutes of all the proceedings of the Board of Directors. The Secretary shall distribute, at or before each meeting, minutes of the prior meeting, either electronically or in paper form. He shall attend to the giving and serving of all notices of meetings of the Board of Directors. He shall execute with the President, in the name of the Club all certificates of membership.
2. The Secretary shall perform all duties incident to the office of the Secretary, subject to control of the Board of Directors.
3. He shall keep a proper membership book showing the name and address of each member of the Club, the corporate records, the Club seal and such other books and records as the members may direct.
4. The Secretary shall perform such other duties as may be assigned to him by the President, or the Board of Directors.

Treasurer

1. The Treasurer is authorized to draft and sign checks, without prior approval by the Board of Directors, in payment of all normal, fixed costs and charges of the Club.
2. He shall receive and deposit all funds of the Club in the Bank selected by the Board of Directors. Withdrawals from such bank accounts shall be made only as herein provided. He shall also account for all receipts, disbursements and balance on hand.
3. The Treasurer shall make a written monthly report to the Board of Directors of the financial status of the Club. The books of the Treasurer shall be open to inspection by any member at all reasonable times and on proper notice in advance.
4. The Treasurer shall receive and receipt for all dues and other charges due to the Club and shall provide with the monthly report a list of any and all delinquent members.
5. The Treasurer shall invoice all members on a monthly basis of all current charges, including quarterly dues.
6. The Treasurer shall perform all duties incident to the Office of Treasurer, subject to the control and orders of the Board of Directors.
7. The Treasurer shall perform such other duties as may be delegated to him by the President and the Board of Directors.

Aircraft Maintenance Officer

1. The Aircraft Maintenance Officer shall be responsible for maintaining the aircraft of the Club in proper condition, by or under the supervision of a properly certificated aircraft and power plant mechanic, and for obtaining all inspections, major overhauls, and for compliance with all service bulletins for the respective Club aircraft.
2. The Aircraft Maintenance Officer shall be responsible for maintaining current information in the logbooks of all aircraft, and to maintain an appointment book for the scheduling and operation of the aircraft by the members.
3. The Aircraft Maintenance Officer shall be responsible for all papers required to be carried in all aircraft and for the execution of all papers required upon the completion of inspections and major repairs.
4. The Aircraft Maintenance Officer is hereby authorized to order repairs to Club aircraft where the cost thereof does not exceed one thousand dollars (\$1,000.00) without prior approval of the Board of Directors.

Safety/Operations Officer

The Safety Officer shall perform all the duties incident and usual to such office, subject to the order, rules and regulations of the Board of Directors thereon, and shall oversee compliance with the Club's flying regulations.

Vacancies

If any office, other than that of President, becomes vacant for any reason, the President shall appoint an interim successor until such time as the Board of Directors shall elect a successor, who shall hold office for the unexpired term. If the office of President becomes vacant, the Vice President shall become President and the Board of Directors shall elect a new Vice President from its Category A membership.

Article X - SAFETY BOARD

1. A Safety Board shall be designated by the Board of Directors for each aircraft accident involving either a member of the Club or any equipment belonging to the Club, providing such accident resulted in damage to equipment exceeding a sum of \$1,000.00.
2. The Safety Board shall consist of three (3) voting members of the Club who were not involved in the accident.
3. The Safety Board shall take all steps necessary to ascertain the facts, conditions and circumstances for the accident; shall arrive at conclusions regarding the probable cause and the responsibility for said accident; and shall make known to the Board of Directors, and to all parties involved in the accident, its findings in the form of a written report.

Article XI - ACCIDENTS

1. The Board of Directors, upon receipt of the findings of the Safety Board, shall offer to all parties involved in an accident an opportunity to be heard on the issue of responsibility, thereto. After the hearing, or if such hearing is waived by all the parties, the Board of Directors shall decide the issue of financial responsibility. The decision of the Board shall be final, as to members.
2. A member's responsibility and liability to the Club for damages sustained by the Club as a result of any accident covered hereby shall be limited to, and the Board of Directors shall not require payment or reimbursement, in excess of, the sum of money the Club shall be obligated to pay.
3. If the damage to Club equipment results from an accident that is not covered by insurance carried by the Club, then the party responsible and liable for the damage shall pay the full amount of such damage, if the Safety Board determines it is pilot error. If not pilot error, the pilot responsible shall pay the deductible amount from covered insurance plus his share of any other monies spent to repair or replace the airplane.
4. All financial obligations imposed on any member as a result of the decision of the Board of Directors shall be satisfied by the responsible party within thirty (30 days) of written notice thereof. The Board of Directors is hereby authorized to take all steps, including Court action to compel payment.

Article XII - FLIGHT PROFICIENCY PROGRAM

1. The Safety Officer and Board of Directors are responsible for ensuring the flight rules of Article XII are complied with
2. The Board of Directors shall develop, or cause to be developed, a set of Flight Rules. The Flight Rules will take into consideration varying levels of members' experience and proficiency and the type of aircraft to be flown.

3. Any members who is suspected of abusing the aircraft, faulty or dangerous flying, unsafe practices, causing continual minor damage, buzzing, annoyance reports, or anything which the members feel is detrimental to the Club, will be inspected by a Review Board of five (5) voting members appointed by the President. The Board will have the authority to suspend that member's right to fly the Club airplane for thirty (30) days. The misconduct will be considered by the voting membership as a whole with a possible longer suspension. If, after that, the conduct for which the suspension was given continues, it is possible that his/her membership will be up for review and possible forfeiture.

Article XIII - SURPLUS

The net savings or surplus remaining after all operating costs and other expenses have been paid shall remain in the Club's Treasury to be used and expended for the purchase of new equipment, for engine overhaul repairs and maintenance, for any other contingency which reasonably would contribute to advancement of Club purposes or for the purpose of reducing the hourly rates for use of Club aircraft in the discretion of the Board of Directors. The net savings shall not be distributed to the members for their individual use.

Article XIV - DISSOLUTION

A simple majority of Directors may vote to dissolve said Corporation. Upon dissolution any assets of the Corporation remaining after all debts, liabilities, and obligations have been satisfied shall be distributed in accordance with the Articles of Incorporation.

Article XV- TRUSTEES

Upon dissolution of the Corporation as provided by the laws of the State of Maine, three (3) voting members shall be chosen by ballot at a special meeting thereto, or at the annual meeting, who shall be designated Trustees. The Trustees shall liquidate all assets of the Club, and after paying all debts and liabilities and the costs of dissolution, shall distribute the surplus or balance in accordance with the Articles of Incorporation

Article XVI - AMENDMENTS

1. These By-Laws may be amended or repealed, and new By-Laws adopted at any meeting of the Board of Directors. No change, amendment or repeal of these By-Laws shall be valid unless the motion therefore receives eighty percent (80%) vote of the then acting Board of Directors
2. A quorum necessary for any action taken under this Article shall consist of eighty percent (80%) vote of the then acting Board of Directors.

FLYING REGULATIONS

May 2021

The purpose of the flying regulations of Flighttime, Inc., is to protect the interests of the members and the club, and to provide safe and economical flying. The club recognizes that rules cannot be written to cover all possible situations and that there are exceptions to every rule caused by unique circumstances. Thus, each member is expected to use good judgment in application of the rules.

The club carries liability insurance and hull insurance on the aircraft, but the best form of insurance against injury or loss is flight proficiency, knowledge, and a careful and conscientious pilot.

It is not the policy of the club to penalize its members for unintentional infractions of the rules. However, in order to protect the interests of its members, the club will not tolerate negligence, violations of its regulations, willful abuse of its equipment, or gross errors in judgment. The club will not hesitate to suspend or expel a member in order to protect the interests of the majority.

Article I - SCHEDULING

1. No flight shall be made without prior reservation scheduled in the manner provided by the Board of Directors.
2. It is the responsibility of the Member scheduling the aircraft to cancel as soon as possible if he finds himself or herself unable to keep the reservation. Reservations should be canceled even if the Member judges that weather conditions would prevent other members from flying. In the event an alternate member is scheduled, the canceling member will make reasonable effort to notify the alternate of the availability of the aircraft.
3. Failure to use the aircraft within thirty minutes after the scheduled time period will forfeit the scheduling Member's right to use the aircraft during that time period.
4. No Member shall keep the aircraft beyond the time scheduled by him except for reasons beyond his control, in which case he shall notify, as soon as possible, the Flighttime Maintenance Officer. It will be the responsibility of the member in question to notify any other affected members or make suitable arrangements to have all affected members notified.
5. Cross country trips in excess of four days will require prior a simple majority approval of the Board of Directors. Members should deliver via email a written request to the president after reserving the aircraft for the trip.

Article II - OPERATIONS

1. It is a requirement that all operations be conducted in strict accordance with Federal Aviation Regulations (FARs), State and Local laws, and Club rules and regulations. It is the responsibility of each member to be familiar with the rules and regulations. This document is intended to further define operations to benefit the Club.
2. A complete line check or pre-flight inspection will be made prior to each flight. Any defect found during the line check, pre-flight inspection, or operation of the aircraft which represents a hazardous condition shall cause the member to place a grounded tag on the pilot's yoke grounding the aircraft and stating why. The Maintenance Officer (or in his absence, any officer of the club) will be immediately notified. No member shall use the aircraft until it has been released from such grounding by the Maintenance Officer of the club.
3. The aircraft engine shall be preheated when the outside air temperature is below 20°F. Preheating time shall depend on the outside air temperature but should be long enough to permit the engine oil to warm up.
4. No person except a member, an approved, licensed, flight instructor (CFI) giving dual instruction to a member, or a qualified pilot designated by an officer of the Club to make test flights shall act as pilot in command of Club aircraft. However, a non-member may be utilized as a safety pilot or observer as required by FARs for logging instrument experience or currency.
5. All non-member flight instructors giving dual in Club aircraft must be approved by the Board of Directors. It is the responsibility of the member to verify that an instructor is on the approved list.
6. Flight instructors holding Club membership may not use the Club aircraft to instruct any person who is not an active member of the Club, except that dual instruction or check rides may be given to a suspended member as directed by the Board of Directors.
7. No member shall use any Club aircraft for hire. Sharing expenses is allowed.
8. Currency requirements.
 - a. Each club member, except those holding an ATP certificate, is required to have had at least a check ride with a club approved CFI within the 12 months preceding the piloting of Club aircraft and have had this entered in his logbook and signed by that CFI. This requirement is also satisfied by the Flight Review required by FAR 61.56 within a 12-month period or any other pilot proficiency check that also satisfies the Flight Review requirement. Other flying proficiency programs as sometimes sponsored by the FAA may also, at the Board's discretion, satisfy this requirement. The Board may be requested to adjust the timing of this requirement to accommodate special cases. Flight Reviews in club aircraft must be conducted by a Club Certificated Flight Instructor (CFI) or board-approved CFI, if not a club member.

- b. A member must have made three takeoffs and landings as pilot in command within the preceding 90 days in any single engine land airplane to maintain day currency in Club aircraft. If these requirements are allowed to lapse, a check ride with a club approved CFI is needed to re-establish currency. This checkout also satisfies the Club's annual requirement of 8.a. above.
 - c. Provided that day currency of (b) above has been maintained, the night experience required by FARs may be re-established through solo flight during the three months following last night currency. After that period, night flight is restricted to dual instruction until night currency is re-established.
 - d. Members must notify the President of any change in medical, annual, or Flight Review currency dates.
9. No member shall operate any aircraft while under the influence of alcohol or drugs. It shall be further provided that upon receipt of evidence that any member has violated this section or shall have been convicted of operating a motor vehicle while his ability has been impaired by alcohol or drugs, the Board shall investigate and determine whether expulsion is warranted. Further, such conviction may be a bar to membership of any prospective member. Determination as to whether the member was, or was not, under the influence of alcohol or drugs shall be made by the Board. Members are cautioned that many prescription and non-prescription drugs or medications may cause nausea, vomiting, dizziness, nervousness, errors in judgment, etc. The term drugs, as used in this section, shall include, but is not limited to marijuana.
 10. It is the responsibility of each member to be familiar with the operating manuals of the club aircraft and to operate the aircraft in compliance with this manual. A manual for club aircraft will be made available to each member upon request. The expense of the manuals will be borne by the member.
 11. For the safety of both pilot and passengers, the club strongly encourages the filing of flight plans for all cross-country flights. In addition, the use of air traffic control advisories is highly encouraged in areas where such coverage is available.
 12. Any member who, while operating club aircraft, causes damage to the aircraft, person, or property of another person shall, as soon as possible, notify an officer of the Club and comply with the appropriate and applicable FARs. The Board may direct that such member submits such additional information as it may deem necessary to properly investigate the incident.
 13. Upon completion of each flight the fuel tanks must be filled. After every flight the interior and windscreen must be cleaned, and the aircraft parked in the hangar, positioned against the nose wheel chock, the controls lock, pitot cover, and cowling air intake covers in place. If the next scheduled member is present, the aircraft may be turned over to him on the flight line, or hangar, in the condition it was returned, as agreed upon by both members. However, the ultimate responsibility lies with the last member to use the aircraft.
 14. To fly Club aircraft, members need to meet Club and any Insurance Carrier requirements relative to minimum time and aircraft checkouts.

15. Each member shall maintain a logbook which, in addition to the requirements of FAR 61.56, can be used to demonstrate the experience required by these Flying Regulations. The member's logbook is subject to audit by the Board for maintenance of flying privileges in Club aircraft.
16. Club aircraft are not permitted to land at airports designated closed by NOTAM or other reasonable authority.
17. Smoking in club aircraft is prohibited.
18. Pets may be taken in club aircraft only in FAA-approved animal carriers, which must be stowed in the baggage compartment.
19. New members must receive a club checkout by the member CFI prior to their first flight as pilot-in-command. The checklist contains a summary of club flying regulations and operational procedures that all members must be familiar with. Aircraft keys will not be issued to new members until the checkout has been completed.

Article III - LOGGING TIME AND FLYING RATES

1. Flighttime charges are based on Hobbs meter hours. Flight hours for each flight will be computed from the aircraft Hobbs meter by recording Hobbs and engine tachometer reading at startup and shutdown at the hangar area or at point of transfer to another member. In the event of a Hobbs meter failure, engine tachometer time will be used at the rate of 120% (1.2 times engine tachometer time).
2. Hobbs time shall be recorded on the form provided for the aircraft. Members shall record the date, their name, the beginning and ending Hobbs time, the total flight time, number of landings, fuel and oil added. Discrepancies should be noted for the Treasurer before starting the engine. The member assumes the ending time recorded from the last flight once the aircraft engine is started.
3. The Board of Directors will prescribe the dues and rates per hour of flying for each aircraft as prescribed by Article V of the Club Bylaws. Flight time rates will be based on the club's variable operating expenses. Aircraft rates are based on the "wet" costs; meaning fuel and oil are included. Members who refuel the aircraft away from Wiscasset may either place the charges on the approved club credit card or pay for the cost of fuel and oil out of their own pocket. Receipts for fuel and oil should be forwarded to the Club Treasurer for credit against flight charges. Credit will not be provided without proof of purchase. The aircraft hourly rate does not include dues which are assessed to each member based on the Club's fixed costs (refer to the Club by-laws).

4. On cross country flights the minimum charge will be one (1) hour Monday through Friday and two (2) hours on the weekend of flight time for each 24 hours of time away from the home base. A member using the Club aircraft shall be responsible for all charges and fees, other than maintenance charges addressed elsewhere in this document, incurred during his use of the aircraft at other than home field. A member who for any reason is unable to return the aircraft to the home base may find he's responsible for the costs of recovering the aircraft. The Board may deem it necessary for the best interest of the Club to affect the return of the aircraft to its home base by other than the member involved. Such costs incurred by the Club in the return of the aircraft may be assessed against the member. The Board, in its discretion, may waive the requirements of this section if, after review of the circumstances involved, it finds that circumstances were beyond the control of the member and that the member used good judgment in all phases of the trip involved.

Article IV - INSPECTION AND MAINTENANCE

1. The maintenance officer shall maintain a list of all required inspections and date of last and next inspection on the maintenance board, which will be maintained in a location directed by the Board of Directors.
2. A line check or pre-flight inspection will be accomplished prior to each flight as detailed in Article II of these regulations.
3. An oil and filter change shall be performed after each 50 hours of operation on all club aircraft.
4. Any member finding an aircraft in need of repair shall note such discrepancy on the form provided in the aircraft, date and sign the entry, and notify the club Maintenance Officer. In addition, the discrepancy shall be noted on the maintenance board. If the discrepancy is such that it may be hazardous to operation or cause further damage to the aircraft, the member shall ground the aircraft as provided in Article II, Item 2 above.
5. Each member conducting a VOR check as required by FAR Part 91.171 shall note the date and results of the check on form provided in the aircraft and on the maintenance board.
6. Except for that maintenance that may be performed by an aircraft owner in accordance with FAR 43, all necessary maintenance will be performed by a license A&P mechanic.