

THE FLYING PARTICLES, INC.
FLIGHT REGULATIONS

November 9, 2022

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FOREWORD

The Club's organization and operation are controlled by four documents. The Articles of Incorporation establish the legal basis of the Club with the State of California. The Bylaws detail those provisions requiring a two-thirds majority of those voting to change. The Member Information Sheet describes recommended procedures and current policies that can be changed by the Executive Board at any time. These Flight Regulations include those provisions concerning the operation of the Club that require other than a two-thirds majority of those voting to change. Some of the provisions of this document may not be regulations concerning flight. This foreword is not a part of the Flight Regulations, and is intended for information only.

Article 1. GENERAL

- 1.1 This flying club has been formed in a spirit of cooperation and courtesy with a common interest in safe and enjoyable aviation. Responsibility for club property and the safety of themselves and others is the obligation of all members.
- 1.2 All operations must be conducted in compliance with current Federal Aviation Regulations, the Club insurance policy, these Flight Regulations and such requirements espoused by the Executive Board as represented in the Member Information Sheet.
- 1.3 The Executive Board shall rule on all questions of interpretation of these Flight Regulations. Such interpretations shall be subject to modification by a majority of those voting on the matter at a general meeting.

Article 2. OPERATION OF CLUB AIRCRAFT

- 2.1 Club aircraft may not be used for commercial operations except for the flight instruction of club members, prospective club members on introductory flights, and "pinch-hitter" instruction.
- 2.2 Command of Club aircraft shall not be given to any non-member other than:
 - 2.2.1 A certificated pilot who is employed by an FAA approved repair facility and is operating the aircraft in connection with inspections or repairs authorized by the Club.
 - 2.2.2 An FAA inspector or an FAA-designated pilot examiner who is operating the aircraft in connection with a Club member's flight test or flight review.
- 2.3 A member taking a Club aircraft or Club equipment on a cross country flight is responsible for the return of the aircraft or equipment to Livermore Municipal Airport.
- 2.4 Member responsibility for damage and modification to aircraft.
 - 2.4.1 Each Club member is financially responsible for damages to Club aircraft up to the amount of the deductible (see appendix) of the Club's insurance policy.
 - 2.4.2 If a member reports actual or suspected damage to a club aircraft within 24 hours of the event, member liability will be capped at the member deductible (see appendix). If no report is made, the full insurance deductible (see appendix) will be charged to the member. The Executive Board may reduce this fee at their discretion.
 - 2.4.3 No aircraft shall be modified without permission by the Executive Board.
- 2.5 Student member flying privileges
 - 2.5.1 Student members may elect to fly only approved two seat aircraft, paying monthly dues specified in Appendix A under the heading "2-seat dues."
 - 2.5.2 For an increased monthly dues amount as specified in Appendix A under the heading "4-seat dues," a student member may fly approved 4-seat aircraft in addition to the 2-seat aircraft. Once a student member elects to pay 4-seat dues for the privilege of flying these 4-seat aircraft, their dues will remain at the 4-seat level for the duration of their student membership in the club.
- 2.6 Members who are delinquent 60 days or more in the payment of their accounts (Section 9.2) may not fly Club aircraft without approval of the Executive Board.
- 2.7 Access to aircraft will be issued to Club members by the Vice-President for Membership upon receipt of an endorsed checkout sheet for that type of aircraft. Any Aircraft keys remain the property of the Club, and must be surrendered at termination or upon demand by the Executive Board. Duplicates may not be made.

Article 3. PILOT-IN-COMMAND STANDARDS

- 3.1 For the purpose of these Flight Regulations, aircraft are ranked in order of their increasing complexity as set forth in Appendix A. Judgments regarding the ranking of all types of aircraft shall be made by the Flight Safety Officer.
- 3.2 Club CFIs
 - 3.2.1 A CFI may become a Club CFI and be authorized by the club to give flight instruction in club aircraft, act as Pilot-in-Command in club aircraft during the course of flight instruction, and authorize students under his/her direct supervision to fly club aircraft solo under the following conditions:
 - 3.2.2 The person must hold a valid CFI rating and accomplish an initial review and flight check with the Flight Safety Officer.
 - 3.2.3 The person agrees that it is his/her responsibility to be familiar with, abide by and promote all club regulations and policies.
 - 3.2.4 A Club CFI must meet with the Flight Safety Officer and be rechecked every 24 calendar months after his/her initial CFI flight check with the club. At a minimum, this review shall include a review of club policies. This review may be waived at the discretion of the Flight Safety Officer.
- 3.3 FPI Initial and FPI Recurrent Flight Checks
 - 3.3.1 Pilot-in-Command privileges require a FPI initial or FPI recurrent flight check by a Club CFI who has met requirements of Section III.d.2-5 of the Bylaws.
 - 3.3.2 An FPI initial or FPI recurrent flight check shall consist of a flight that covers all items listed on the club checkout sheet for that aircraft as appropriate to the pilot's certificate and ratings. The most current checkout sheet version shall be used, and may be obtained from the club website (www.flyingparticles.org)
 - 3.3.3 An FPI initial flight check in each make and model shall be required. The checkout may be waived at the discretion of the examining CFI or the Flight Safety Officer. In either case, a completed Club Checkout Sheet endorsed by a Club CFI shall be submitted to the Club.
 - 3.3.4 No member of the Club may act as Pilot-in-Command of a Club aircraft unless he/she has received a check out from a certificated flight instructor pilot in the same make and model aircraft being flown.
 - 3.3.5 At the discretion of the Club CFI, a FPI recurrent flight check (but not a FPI initial flight check) may be performed with a club CFI in a non-club aircraft of the same make and model as the corresponding club aircraft.
 - 3.3.6 No member of the Club may act as Pilot-in-Command of a Club aircraft unless within the preceding 24 calendar months he/she has completed a phase of the FAA Wings program endorsed by a Club CFI or a FPI Recurrent Flight Check with a Club CFI and submitted to the Club a completed Club Checkout Sheet endorsed by a Club CFI.

- 3.3.7 No member of the Club with less than 400 hours of total Pilot-in-Command time may act as Pilot-in-Command of a Club aircraft unless within the preceding 12 calendar months he/she has completed a phase of the FAA Wings program endorsed by a Club CFI or a Recurrent Flight Check with a Club CFI and submitted to the Club a completed Club Checkout Sheet endorsed by a Club CFI.
- 3.3.8 No member of the Club with less than 24 hours of Pilot-in-Command time logged in the preceding 12 calendar months may act as Pilot-in-Command of any Club aircraft unless he/she has completed a phase of the FAA Wings program endorsed by a Club CFI or a Recurrent Flight Check within the preceding 12 calendar months and submitted to the Club a completed Club Checkout Sheet endorsed by a Club CFI.
- 3.3.9 No member may act as Pilot-in-Command of any Club aircraft of a more complex type than that in which he/she is current in accordance with section 3.3
- 3.3.10 Upon completion of a phase of the FAA Wings program endorsed by a Club CFI or of the Recurrent Flight Check, the member shall submit the completed checkout sheet endorsed by a Club CFI to the Club by emailing a scanned copy to the Vice President for Membership.
- 3.3.11 No member may act as Pilot-in-Command of any Club aircraft on a surface with an elevation greater than 2000 MSL, or airborne within 10 miles of terrain greater than 7000 MSL, unless that member has completed a mountain checkout endorsed by a CFI and has provided a copy of that endorsement to the Membership VP.
- 3.3.12 No member may act as Pilot-in-Command of any Club aircraft after October 30th, 2019 unless that member has attended a club annual safety seminar within the previous 12 calendar months, or made arrangements to receive the seminar separately from a flight or ground instructor approved by the Executive Board, and a record of seminar attendance has been provided to the Membership VP.

3.4 Student Pilots

- 3.4.1 Prior to a student's performing his/her first cross-country solo flight in a Club aircraft, the student must pass a flight check including cross-country flight planning given by a Club CFI other than the flight instructor who provides the student's cross-country endorsement.

3.5 Pilot Documents

- 3.5.1 No member may act as Pilot-in Command of any Club aircraft unless he/she has submitted to the Vice President for Membership a copy of his/her valid FAA pilot certificate and a copy of his/her current FAA medical certificate, and the date of his/her current FAA flight review. For pilots operating under FAA Light Sport Aircraft rules only, a copy of pilot's valid drivers license may be submitted to the Membership VP as substitute for a valid FAA medical certificate in accordance with the Federal Air Regulations.

Article 4. RESERVATIONS

- 4.1 No one may fly a Club aircraft without making a reservation for the time to be flown. All reservations shall be made or canceled through the computer reservation system.
- 4.2 The destination and a telephone number shall be recorded on the reservation system when making a reservation for a cross-country flight.
- 4.3 Reserved time is block-to-block time. The aircraft is to be in its normal location, fueled and available for use before the end of the reservation time.
- 4.4 The member is to modify their reservation on the reservation system if a reservation cannot be completed as scheduled. Other scheduling problems are to be directed to the V-P for Scheduling.
- 4.5 Members who anticipate not using part (or all) of their reservation should cancel the remainder of their reserved time as soon as possible.
- 4.6 Restrictions apply to all reservations for which any part extends more than seven (7) days from the present date. The restrictions are as follows:
 - 4.6.1 Monthly reservation limits:
 - 4.6.1.1 A maximum of two (2) reservations in any one month, of which only one (1) reservation may contain a weekend day.
 - 4.6.1.2 Additional monthly reservations for flight training are allowed, at the discretion of the VP for Scheduling and Utilization, when usage is not adversely affected.
 - 4.6.2 Maximum reservations are not to exceed six (6) active reservations in the reservation system.
 - 4.6.3 Exceptions allowed by the Scheduling VP to maximize utilization.
- 4.7 Any reservation, or combination of reservations may not exceed 19 days or more than 2 weekends.

Article 5. EXPENDITURES BY MEMBERS

- 5.1 In the event that maintenance or repairs to Club aircraft or equipment is needed away from Livermore, members may spend up to \$250.00 for necessary and reasonable expenses. Expenditures above this amount require approval from a member of the Executive Board.

Article 6. OFFICER COMPENSATION

- 6.1 Each elected officer of the Club is exempted from paying the dues of a regular member.
- 6.2 In Addition;

- 6.1.1 At the discretion of the Executive Board, a dues exemption not to exceed 50 dollars per month may be applied to each dues paying member appointed as a Plane Captain responsible for maintenance of one or more aircraft owned, leased, or rented by Flying Particles, Inc.
- 6.1.2 At the discretion of the Executive Board, a dues exemption not to exceed the current monthly dues rate may be applied to each dues paying member who as a certificated Airframe or Airframe & Powerplant mechanic provides maintenance service for aircraft owned, leased, or rented by Flying Particles, Inc.

Article 7. AMENDMENTS

- 7.1 The Flight Regulations may only be permanently amended by a majority vote at a General Meeting. Only those proposals made in accordance with Section 7.2 or 7.3 below may be considered for adoption.
- 7.2 As provided in the Bylaws, the annual Rules Review Committee may propose amendments to these Flight Regulations.
- 7.3 Other proposals to amend these Flight Regulations may be made by either a majority vote of the Executive Board or a written petition by any five regular members.
- 7.4 These Flight Regulations may be temporarily amended by a majority vote of the Executive Board pending a vote per Section 7.1. Such a temporary amendment may not persist beyond the next regularly scheduled meeting.

Article 8. DEPOSITS, FEES, AND REFUNDS

- 8.1 Each member shall pay to the Club Treasurer a membership equity share or fee the amount of which is specified in Appendix A.
- 8.2 Dues
- 8.2.1 Membership dues are specified in Appendix A.
- 8.2.2 Regular, student and family members are expected to remain active in the Club for at least one year after becoming a member. If a membership is voluntarily terminated by the member after less than 1 year's membership, dues for the remainder of the year become due and payable immediately.
- 8.3 The timely return of any member's equity share, or portion thereof, shall be subject to the availability of cash as determined by the Treasurer and as approved by a majority of the

Executive Board. Any unpaid amounts including dues specified in Paragraph 8.2.2 shall be used as offsets reducing the amount of equity share to be returned.

Article 9. MEMBER BILLING

9.1 Bills are due and payable upon receipt.

9.2 All bills shall be delinquent as of the 20th day of the month following the billing period and the unpaid balance shall bear interest at the rate 1% per month. A member shall be liable for any attorney fees or other costs that may be incurred by the Club in the collection of debts.

Article 10. FLIGHT RATES

10.1 Flight charges are based on entries in the flight log book kept in each Club aircraft and on entries in the reservation sheets kept by Schedule Master.

10.2 Reservations of more than 5 hours which include time both before and after 1300 hours will be charged one Reservation Unit per day. All other reservations will be charged one half (1/2) Reservation Unit per day.

10.3 Charges for canceled reservations are 30% of those canceled Reservation Unit charges that are not subsequently reserved by another member. The vice-president for scheduling may waive this fee.

10.4 Cancellation of a reservation for weather, maintenance or any other safety related problem is done so without charge.

10.5 Reservation Unit charges and flight rates are specified in Appendix A.

APPENDIX A

Fees, Equity Shares, and Monthly Dues:

(Equity Share is listed here as a reference convenience and *should* match Article XII Paragraph (2) of the FPI ByLaws which takes precedence.)

	Fee	Equity Share	Monthly Dues
Regular Member	(none)	\$2,500.00	\$80.00
Student Member (2-seat)	(none)	\$500.00	\$25.00
Student Member (4-seat)	(none)	\$500.00	\$50.00
Light Sport Member	(none)	\$500.00	\$40.00
Family Member	\$25.00	(none)	\$5.00
Flight Instructor Member	\$20.00 (annual)	\$300.00	(none)
Leaseback Member	(none)	\$300.00	(none)

Flight Charges:

Aircraft(1)	Number	Hourly Charge(2)	Reservation Charge(3)
Cessna 152	N6475Q	\$80.00	\$8.00/\$16.00
Cessna 172	N733BE	\$120.00	\$11.75/\$23.50
Piper PA28-161	N2933A	\$120.00	\$12.50/\$25.00
Piper PA28-181	N9658K	\$125.00	\$12.50/\$25.00
Piper PA28-181	N5525V	\$125.00	\$12.50/\$25.00
Cessna 182Q	N1080M	\$165.00	\$16.50/\$33.00
Cessna 182P	N100FP	\$165.00	\$16.50/\$33.00
Mooney 201	N5772R	\$175.00	\$18.50/\$37.00

Insurance Deductibles

Member liability:

In motion accident: \$250

Not in motion accident: \$250

Insurance Policy Deductible: \$500 (in motion) / \$500 (not in motion) (this is the deductible the club pays before the insurer pays).

See section 2.4.2 for important reporting requirements regarding damage to aircraft.

APPENDIX A (Continued)

Pilot-In-Command Requirements:

Aircraft(1)	Minimum P-I-C Requirements
Cessna 152 (N6475Q)	Student Pilot Certificate
Cessna 172 (N733BE)	Private Pilot, or Student Pilot w/ Regular Membership
Piper PA28-161 (N2933A) Piper PA28-181 (N9658K) Piper PA28-181 (N5525V)	Private Pilot, or Student Pilot w/ Regular Membership, and if the pilot has no prior PA28 aircraft experience, at least two flights on separate occasions with a CFI in PA28-161 or PA28-181. Private Pilot Certificate and if the pilot has no prior PA28 aircraft experience, at least two flights on separate occasions with a CFI in a PA28-161 or PA28-181.
Cessna 182Q (N1080M) Cessna 182P (N100FP)	Private Pilot Certificate and either: 100 hours total time, OR 5 hours of dual instruction in a C-182. Private Pilot Certificate and either: 100 hours total time, OR 5 hours of dual instruction in a C-182. Ground checkout with Plane Captain or approved briefer
Mooney M20J (N5772R)	Private Pilot Certificate and 125 hours total time, AND one of following three: 10 hours in make and model with 25 hours total retractable time, OR 5 hours dual with a CFI with 25 hours total retractable time, OR 10 hours dual with a CFI

Notes :

- 1 Aircraft are listed in order of increasing complexity as determined by the Flight Safety Officer.
 - 2 All aircraft hours are Tachometer hours/wet.
 - 3 See Flight Regulations, Flight Rates, Article 10.2.
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