

The Club @ AV8
ASSOCIATE MEMBERSHIP AGREEMENT
Version 1.0 5/2025

Mission Statement

The objective of The Club @ AV8 (hereinafter referred to as “The Club”, or “Club”) is to provide a flying club with excellent aircraft at a minimum cost consistent with quality maintenance for its Associate Members.

The Club is, in essence, a form of cooperative and differs from most FBOs and formal flight schools in that it relies heavily on mutual goodwill between Associate Members. All Associate Members and Founding Members are aviation enthusiasts and dialogue between Associate Members and the Founding Members are both welcomed and encouraged. The Club maintains its aircraft to the highest standards to comply with the applicable FAA regulations.

Membership

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The Club requires all Associate Members (hereinafter also referred to as “AM’s”, or “members”) to maintain a current account with no outstanding balance to remain a member of the club and to operate the aircraft. The Associate Member agrees to adhere to all parameters outlined in this agreement. The Associate Member also agrees to adhere to all Club Policies & Procedures as provided by the Club Manager and maintain an up-to-date personal profile on file with the Club Manager. The Club reserves the right to refuse membership to anyone.

Operations

Legal Requirements

Associate Members are responsible for ensuring that they are legal to fly (i.e. current medical certificate, biennial flight review conducted by a club approved instructor, if carrying passengers, relevant FAA regulations concerning takeoffs and landings and, if IFR, relevant FAA regulations concerning currency). It should be noted that violation of these or any other FAA regulations may invalidate the insurance, leaving the member responsible for aircraft damage as well as any liability claims.

Initial Club Check Outs

An initial check flight will be required of all new members. If an Associate Member will be flying at night an initial night check flight shall also be required. This may be given by any club approved instructor or Founding Member as directed by the Club Manager and exemptions may be offered by the Club Manager on a case by case basis.

Aircraft Operations

The pilot of any Club aircraft must be a member in good standing. If the pilot is receiving flight instruction, the flight instructor must be a Club approved instructor and the member must be in good standing as determined by the Club Manager. Use of an aircraft for any reason by non-members or those not in good standing is strictly prohibited. Instruction by a non-authorized instructor is strictly prohibited.

Flight Instructor Requirements

Only Founding Members holding a current instructor certificate and appropriate ratings may instruct at The Club. Other CFI's and CFII's may be authorized by the Founding Members. Training by other members, or anyone not approved by the Founding Members is strictly prohibited.

Student Pilots

Every flight made by a student pilot must be under the supervision of an approved Club instructor.

Fuel Reserves

Every flight in a Club aircraft MUST meet the FAA minimum fuel requirements as delineated in part 61 & 91 of the FAA regulations. Failure to have sufficient fuel on board to meet the FAA regulations is considered gross negligent aircraft operation.

Preflight Operation

Prior to every flight the Associate Member shall accomplish a thorough preflight check for airworthiness. Associate Members will not start the aircraft by hand propping and Associate Members shall not perform "preventative maintenance" on Club airplanes except as specifically approved by the Club Manager.

Postflight Operation

After every flight the Associate Member shall log all hours in the accompanying logbook of the aircraft. The Associate Member will return the aircraft to The Club hangar and secure the hangar door upon leaving the hangar.

Unimproved Airport Operations

Operations from unimproved runways are prohibited unless approved by the Club Manager. Off airport operations (e.g. highways, fields, etc.) are also prohibited.

Insurance Requirements

Current insurance requirements are published separately and will be provided by The Club Manager upon acceptance of membership as an Associate Member. As these requirements change due to policy and carrier changes, it is the responsibility of each member to ensure personal compliance with the insurance requirements for any particular aircraft. If the member does not satisfy the insurance requirements, the insurance may be invalid and the member is therefore uninsured and personally responsible for all property damage and liability claims.

Restricted Use of Plane

No person other than an Associate Member in good standing, and covered by The Club insurance policy shall be permitted to be pilot in command of the airplane either dual or solo, except in the case of a Club approved instructor.

Use of Intoxicants

No Associate Member shall receive instructions or act as pilot-in-command in The Club aircraft while under the influence of, or using intoxicating liquor, beer, wine, cocaine, marijuana or other habit forming drugs during such desired flight. Any Associate Member violating the provisions

of this Section shall be subject to dismissal from The Club and forfeit any dues or payments made.

Smoking, Animals and Trash

There is no smoking allowed in any Club aircraft or in Club hangars. There are no animals allowed (dogs, cats, etc.) in any Club aircraft with the exception of service animals as permitted by State and Federal Law. The Club aircraft is to be used and returned in a clean condition. A cleaning fee of \$100 may be charged for dirty aircraft (due to vomit, trash, food / beverage spills, animal hair, etc.) at the discretion of The Club Manager.

Limited Use of the Plane

Members are limited to one reservation per day, not exceeding 4 hours, using The Club scheduling software. Additional reservations or extended time may be authorized by The Club Manager.

Payments

Payment Procedures

Associate members are expected to log their flights upon completion. Associate Members will receive a payment slip at the conclusion of their flight and payment will be due at that time. A monthly invoice will be issued for the cost of club dues and any other expenses if applicable. The monthly invoice must be paid by the date indicated on the invoice or else the Associate Member will have an outstanding balance. The method of payment must be made in the manor as specified by the Club Manager:

- 1) Pay by a check to the address as listed on the monthly invoice sent by AeroVentures 8, LLC.
- 2) Pay by credit card or debit card

For any outstanding balance, if the Associate Member does not to pay by the due date indicated on the invoice, The Club will take any legal remedies available to collect the outstanding balance. The Associate Member is also responsible for all returned check fees, collection costs, legal fees and interest in the event his/her account becomes delinquent. In any case, if an Associate Member has an outstanding balance, the Member will be denied access to aircraft and the aircraft scheduling software.

Duration of Membership

Associate Membership to The Club shall start on the first day of the month in which the Associate Membership agreement is signed. The Associate Member shall be obligated to maintain an Associate Membership for minimum term of 1 year from the first day of the month in which the Associate Membership agreement is signed. Thereafter, the membership shall be renewed on a month by month basis. The Club Manager shall reserve the right to terminate any month to month agreement without further notice and require a new Club Membership Agreement to be signed for continuation of membership in The Club.

Cancellation of Membership and Penalties

Cancellation of membership in The Club prior to the end of the minimum term of 1 year shall result in payment due in full of all monthly membership fees for the remaining term of 1 year. The 1 year term shall extend from the first day of the month in which the Associate Membership agreement is signed and continue until a period of 12 months has elapsed. After a period of 1 year the Associate Membership will convert to a month to month membership.

Cancellation of a month to month Associate Membership shall require a 30 day notification in writing of the Associate Membership agreement termination. Failure to notify The Club Manager of the Associate Membership agreement termination shall result in a two month penalty of The Club monthly membership fees.

Fuel and Oil Purchases

The Associate Member is responsible for checking fuel levels and oil levels prior to flight. If the oil level is low, and if the aircraft is located at KVJI, the Member must use the appropriate oil which is provided at the The Club Hangar. Fuel at KVJI is provided by a supplier as determined by The Club Manager. The Club Manager will provide information to Associate Members of the current fueling policies and procedures. The airplane must be refueled after each use by an Associate Member. If at another location other than KVJI the Associate Member may purchase and be reimbursed for oil and fuel purchases within reasonable market prices as determined by the Club Manager, significant differences between market prices for the region where fuel is purchased and fair market value may be the Associate Member's responsibility at the discretion of the Club Manager. Fuel and oil receipts must be submitted in electronic format or the original receipt to the Club Manager within two weeks of the flight for reimbursement. Fuel grades will be defined and strictly adhered to.

Master Switch

Members who leave the master switch on will be assessed a **\$50.00** battery fund fee. If the battery life of the battery is ended after an incident of the master switch being left on, the Associate Member who left the master switch on will incur all costs associated with replacing the battery.

Scheduling

Scheduling of Aircraft

No member may at any time schedule an aircraft for or on behalf of any other member or non-member. Flight instructors are strictly prohibited from scheduling aircraft for their students, other than for a "first flight" with a prospective member. All scheduling must be made through the use of flight circle and/or the application designated by the Club. The Club Manager will grant each Associate Member access to the calendar.

Damage

Broken Aircraft Policy

In the event of accidental damage, the member is responsible for the insurance deductible. If the damage is the result of willful violation of the Associate Membership Agreement, a review of the incident will be undertaken by the Club Manager, and appropriate action will be taken, up to and including expulsion from the club.

Delayed Return and Recovery

In the event of a delay in return from a trip due to weather, mechanical problems caused by an Associate Member, etc., the member is responsible for ensuring the eventual return of the aircraft to KVJI. The Club cannot be responsible for expenses incurred by an Associate Member as a result of such delay (i.e. hotel, food, transportation, etc.), including unforeseen maintenance problems beyond the control of the Associate Member or The Club. Associate Members are required to notify the Club Manager by telephone if such an event is occurring or has occurred. If the aircraft is abandoned and the Club has to recover the aircraft, the Associate Member is responsible for the expenses incurred unless due to mechanical problems not caused by the Associate Member.

Authorization for Repairs

No member may authorize expenditures or otherwise incur financial obligations in the name of The Club except as on a case by case basis with approval from the Club Manager. Any repair not preauthorized by the Club Manager, and which incurs expenses exceeding two hundred (\$200.00) dollars shall be the personal financial responsibility of the member authorizing the expense.

Incidents and Accidents

All aircraft accidents and incidents shall be reviewed by the Club Manager. The Club Manager will hold a hearing to ascertain all relevant information required to make a judgment of cause. The Club Manager will take appropriate action, up to and including expulsion from the Club. The Associate Member must report all incidents and accidents to the Club Manager immediately.

Member Conduct and Club Policy

The Club Manager may terminate an Associate Member's membership if the Member's conduct is not consistent with the best interests of The Club. Members are expected to conduct themselves in a manner conducive of maintaining a positive Club environment. Actions such as, but not limited to, financially deceiving the Club, negatively promoting the Club, negatively affecting other Club members or the Club's interests or causing undue financial burden to the Club or its property or assets, stealing, & vandalism are basis for temporary suspension or permanent termination of the offending Associate Member's membership and all associated privileges. Further, any violation of this Associate Member Agreement may be deemed as a basis for Associate Membership suspension or termination. In the event of such a decision by management, that decision shall be considered final and all fees paid to The Club are non-refundable.

Computer System Privacy

The Club respects the individual privacy of its members. However, a Member cannot expect privacy rights to extend to Club related conduct or the use of Club owned equipment or supplies.

Although members have individual credentials to The Club website calendar, these systems are accessible at all times by Associate Members, Founding Members and the Club Manager. Associate Members are prohibited from using any of the Club's electronic intellectual property in any way that

may be disruptive or offensive to others.

The Club cannot be held responsible for any theft or loss of personal information due to illicit access to email or computer systems beyond its control.

Club Policy on Harassment and Discrimination

The Club is committed to provide an environment that is free of harassment or discrimination. In keeping with this policy, the Club strictly prohibits harassment or discrimination of any kind, including on the basis of sex, race, color, religion, gender, age, mental or physical disability, medical condition, national origin, marital status, sexual orientation, or any other characteristic protected under Federal or State law or local ordinance.

Relationship of the Parties

Notices

All notices and demands of any kind, except those sent electronically by The Club, shall be personally delivered or sent by first-class mail to AeroVentures 8, LLC address as provided by the Club Manager. Any such notice or demand shall be effective immediately upon personal delivery, or forty-eight (48) hours after deposit in the United States Mail, as the case may be.

Entire Agreement

This Associate Membership Agreement supersedes any and all other Membership Agreements, either oral or in writing, between the parties. No modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. It is intended that each paragraph in this Agreement shall be viewed as separate and visible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall be held to be in full force and effect. The Club @ AeroVentures 8 Policies and Procedures are an integral part of this Membership Agreement between the parties. In case of conflict, The Club @ AeroVentures 8 Policies and Procedures will take precedent over the Membership Agreement. The Club @ AV8, is a subsidiary of AeroVentures 8, LLC. AeroVentures 8, LLC and its stockholders("Owner Members" or "Founding Members"), shall own in its entirety The Club @ AV8. AeroVentures 8, LLC and its shareholders by majority vote appoint Pete Rice ("Club Manager") to act on their behalf to enforce all provisions of the Associate Membership Agreement and the Policies and Procedures.

Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Tennessee

Arbitration

Any controversy or claim arising out of or related to this Agreement, or the breach thereof shall be settled by arbitration in accordance with and governed by, the laws of the State of Tennessee.

Amendments

This Associate Membership Agreement may be repealed or amended, in whole or in part, provided that at least 10 days notice of such changes has been given to an Associate Member. The notice shall be mailed to the last known mailing address gleaned by the profile provided by the Associate Member and shall include the specific language as drafted by the Club Manager. Notice may also be given via email with read receipt request and sent to the Associate Member's email on file. If the Associate Member does not agree to the change then the Associate Member may terminate membership within 30 days post mark of receipt of notice and writing to The Club @ AV8 mailing address as specified by the Club Manager without penalty.

Limitation of Liability

In consideration of Associate Membership of The Club @ AV8 the Associate Member, intending to be legally bound hereby, that The Club @ AV8, & AEROVENTURES 8, LLC SHALL NOT BE LIABLE FOR MY DEATH OR INJURY TO MY PERSON, ANY PASSENGERS, AND PERSONS ON THE GROUND OR IN THE AIR FOR ANY LOSS FOR DAMAGE TO MY PROPERTY OR THE PROPERTY OF OTHERS EITHER IN THE AIRPLANE OR DUE TO IMPACT OF OBJECTS OR PERSONS IN THE AIR OR ON THE GROUND caused in any manner whatsoever, whether attributable to the negligence of the Associate Member, or for any other reason, occurring during the time that I am in, entering or alighting from an aircraft piloted by or under the control of or owned by The Club @ AV8 or AeroVentures 8, LLC, and I do hereby waive any right of action against The Club @ AV8 & AeroVentures 8, LLC from any and all causes or claims that I may have against them from the beginning of time. The Associate Member and the Associate Members Estate and Heirs agree not to sue on any such cause or claim. This agreement shall not release liability for gross negligence or willful misconduct of The Club @ AV8. I agree to indemnify and hold The Club @ AV8, AeroVentures 8, LLC, and/or any of its stock holders harmless for any losses, judgments or damages the Associate Member may incur, including but not limited to attorney's fees, arising out any lawsuit related to the flight and/or enforcement of or legal challenge to this agreement. It is The Club @ AV8's intention that this agreement be interpreted and enforced to the maximum extent allowed by Tennessee State law.

Stipulation

I, the undersigned, Associate Member, have read and fully understand The Club @ AV8 Membership Agreement and the Policies and Procedures. I hereby stipulate to adherence, for the extent of my membership, all Club documents in including The Club @ AV8 Associate Membership Agreement and The Club @ AeroVentures 8 Policies and Procedures. I further understand any violation thereof may suspend or terminate my membership with The Club @ AV8.

Signed Date

Associate Member Printed Name

Flying Club Manager Printed Name

Associate Member Signed Name

Flying Club Manager Signed Name