

The Club @ AeroVentures 8

Policies and Procedures

GENERAL OPERATIONS

The Club @ AV8 (hereinafter referred to as “The Club”, or “Club”) is a not-for-profit flight club organized for the purpose of providing its Associate Members (hereinafter referred to as “AM’s”, or “members”) with aircraft exclusively for their personal use and enjoyment. AM’s do not own any membership interest or other property rights in The Club. The Club is owned by AeroVentures 8, LLC and its Founding Members (herein referred to as “FM’s”). The Club @ AV8 is a subsidiary of AeroVenture8, LLC.

Privacy

1. Personal information provided to The Club by a member during their membership application process, as amended or compiled over time, as well as personal information contained in membership documentation on file, is confidential and is used for the operational needs of The Club.
2. Personal information provided by a member may be shared, copied, or distributed to governmental or regulatory and The Club’s insurance provider in order to fulfill requirements related to operational, compliance, legal, or any other lawful purposes as may be required by law or service provided. Limited information provided by a member (e.g. name, phone number, email address) may be shared with other The Club Members.
3. The Club is not responsible for any theft or loss of personal information due to illicit access to email or computer systems beyond its control.
4. By becoming a member of The Club, a member acknowledges that they are aware of this policy and give consent for the use of their information as described above.

Harassment and Discrimination

The Club is committed to providing 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.

Membership

1. The Club Membership is exclusive. Members must be a United States of America Certificated Pilot with at least a rating of Aircraft Single-Engine Land, or be a student with the intention of obtaining such rating. Members must provide a Government Identification (ID) that matches the members’ current address. The address listed on the Government ID must match the FAA Pilot Certificate on record with the FAA Airman database. Standards for The Club acceptance of membership is revised periodically.
2. Membership in The Club is contingent upon approval of the application for membership by the FM’s of The Club or the Club Manager, and such membership may be suspended or terminated, as set forth in The Club Operating Agreement and/or the Policies and Procedures. The Club reserves the right to refuse membership to anyone.

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3. Any application fee, security deposit, and current dues must be paid in full before a membership application can be approved.
4. Members must conduct themselves in a manner that is a credit to The Club. All members must maintain an up-to-date personal profile in the scheduling software, a member record on file with The Club, and a current account with no outstanding balance to remain a member in good standing with access to schedule and operate The Club aircraft.
5. All members must comply with current, periodic revisions and amendments to all applicable Federal Aviation Administration (FAA) Federal Aviation Regulations, The Club Operating Agreement, and these The Club Policies and Procedures. Failure to comply with such rules, regulations, policies, and procedures may result in action against a member, including suspension or termination of membership, as set forth in the Policies and Procedures, and Associate Membership Agreement.
6. Members may request clarification of or revision to a Club document, policy, or procedure by emailing members@clubav8.com.
7. From time to time, members shall be required to sign updated Club documentation, including but not limited to Membership Agreements, Liability Waivers, and Policies and Procedures as provided by the The Club. Members who fail to sign the new Club documentation may be subject to termination.
8. The Club Membership Agreement and Policies and Procedures may be updated with a minimum of 30 days written notice sent to the member's email address on file. All members should periodically review the Club website to ensure they do not miss an update. All new changes will be posted to the site for a minimum of 30 days before and 30 days following the effective date.
9. The Club Manager and/or the Founding Members shall post changes to the Membership Agreement, the Policy and Procedures, and other documentation at <https://www.clubav8.com/members> for at least 30 days before and following the effective date of the change.
10. Members must always comply with relevant FAA Federal Aviation Regulations and state, local, and airport rules. Violations of these or other regulations may invalidate The Club's insurance policy. Any member whose actions or inactions result in the voiding or disclaiming of coverage for any accident or incident by The Club's insurance company will be held responsible for all financial damage or loss to The Club. They will also indemnify and defend The Club against any claims or lawsuits brought by third parties unless The Club's insurance company provides such a defense.
11. If the terms and conditions of The Club's insurance policy impose other or more stringent requirements than those set forth in these Policies and Procedures, the requirements of the insurance policy shall govern. Members are responsible for knowing and complying with The Club's Insurance policy's terms and conditions. A copy of the The Club's insurance policy is available upon request to the Club Manager. All members agree to comply with the restrictions set forth in The Club's insurance policy regardless of limitations or permissions set forth in any Club agreement.

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12. Any member found to be in violation of the Membership Agreement or the Club Policies and Procedures shall be subject to disciplinary action up to and including suspension or termination from The Club.

Duration of Membership

1. Membership shall begin on the date the new member signs the Membership Agreement. The Club Manager reserves the right to terminate any agreement as set forth in The Club Policy and Procedures, and Membership Agreement.
2. Members must, within 30 days of notice, accept and sign, where required, any updated membership agreements, insurance documents, and liability waivers when provided by The Club Manager. Any member who does not sign the required documents within the allotted time will be suspended for 30 days and provided notice that their membership may be terminated if the document is not signed within 60 days of the original notice.
3. It is the member's responsibility to update and keep their email address on file up to date in the Club's designated application so that they will receive Club notices. If a member cannot update an email address on file, the member must notify the Club Manager at clubmanager@clubav8.com for assistance.

Voluntary Pause of Membership

A Club member who has been in full active status for twelve months or more, with a fully paid up account, may pause their flying privileges for up to 6 months by providing a 15-day written notice to members@clubav8.com. The member can return to full active status by providing 15 days advance written notice to members@clubav8.com and paying the full membership rate starting with the reinstatement month. The voluntary pause will start on the first day of a month following the 15th day of the required notice. The member can elect to be reinstated on the 1st day of the month that includes the 15th day of notice or the following month by paying the full monthly dues for the selected month. Another twelve consecutive months must pass before a member can voluntarily pause their flying privileges again. All Club membership privileges will be suspended during the months of the voluntary pause.

Voluntary Cancellation of Membership

Members wishing to voluntarily cancel their membership must provide at least 15 days written notice to the members@clubav8.com. A member shall be obligated to pay their monthly dues until the end of the month in which the 15th day of notice have passed. Membership dues in the final month of membership will not be prorated; no refund of membership dues will be granted for unused days in the last month of membership. Membership initiation fees are nonrefundable and cannot be applied to a future request for membership.

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MEMBER FINANCES

AV8 Dues, Fees and Rates

1. The required Club dues, aircraft usage rates, and other fees are as follows:

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| a. Club Membership Application (non refundable) | \$250.00 |
| b. Monthly membership dues | \$100.00 |
| *PRO-RATA if other than 1 st of the month (\$100/30x days) | |
| c. Late fee (billed for each 30 days late) | \$50.00 |
| d. Master switch fee | \$50.00 |
| e. Aircraft wet hourly usage (** See note below **) | – varies by aircraft |
| • N8931V | \$185 |
| • N421GJ | \$1600 |

Note: Aircraft wet hourly rate will cover fuel and other maintenance costs. The total cost for each flight will be calculated using the aircraft Hobbs time used or, in the event of a Hobbs malfunction, the tachometer hours used multiplied by 1.2.

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Invoice and Payments

1. At the beginning of each month, Members will receive an invoice for membership dues for the current month. Members must pay the invoice by the due date indicated on the statement or, if no due date is listed, within 30 days following the statement date.
2. All bills invoiced to a member by The Club are due within 30 days of the invoiced date and considered "Past Due" on the 31st day. If a member fails to pay an invoice by the due date, they will be automatically considered a 'Member Not in Good Standing' and will be restricted from scheduling or operating any Club aircraft until the overdue amount is paid in full.
3. Operation of any Club aircraft while being considered a "Member Not in Good Standing" is grounds for immediate termination. Any member in a past due status or has been past due in the previous 12 months shall be subject to account credit restrictions at the discretion of the the Club Manager.
4. Members must keep a credit card on file in The Club Flight Scheduling Program software. All payments must be made by a Club -approved payment method described on the The Club website. Payments by credit card, debit card, and check will be acceptable.
5. Members should contact The Club Manager at clubmanager@clubav8.com with any questions regarding payment procedures.
6. As a condition of membership, new members agree to pay the current initiation fee and monthly dues, as stated in the "The Club Fees" section, within five days of acceptance to The Club. The initial month's dues will be prorated at a cost of $(\text{Monthly Dues}/30) \times \text{the number of days remaining in the month}$. **Initiation fees and the current month's dues are non-refundable.**
7. Members must make a 50% prepayment of estimated flight time for multi-day aircraft usage during or before scheduling. The Club may reserve the scheduled time after verifying that the appropriate funds are available in the member's account.

Delinquent Accounts

1. If a member does not pay their outstanding balance by the due date indicated on the invoice, The Club may take any legal remedies available to collect the outstanding balance, including but not limited to Collection Agencies or other legal methods to collect on behalf of The Club. The member is responsible for all returned check fees, collection costs, legal fees, and interest should their account become delinquent.
2. A member with an outstanding balance will not be permitted to access The Club aircraft scheduling software or use The Club aircraft.
3. The member authorizes The Club to charge any 30 days past due balance and late fees to the member's account and/or credit card on file. The member agrees to always keep a valid credit card on file in The Club's flight scheduling software as determined by the Club Manager. Members with accounts 30 days past due will be fined \$50 for each 30 days that

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the account is past due. The Club Manager may waive this fine on a case-by-case basis.

4. Members with accounts 90 days past due are subject to termination at the discretion of the the Club Manager.

FLIGHT OPERATIONS

The Club Aircraft Use

1. Only a member in good standing and covered by the The Club's insurance policy may act as pilot-in-command of a Club aircraft. Members are not permitted to allow any person who is not a member in good standing to act as a pilot-in-command (including safety pilot) of a Club aircraft.
2. No member shall operate Club aircraft in violation of the terms and limitations of their pilot certificate or medical certificate. Members are responsible for ensuring that their medical and pilot certificates are always valid and carried as required by the FAA.
3. The Club prohibits non-members and members not in good standing from using The Club's aircraft.
4. Members shall not use The Club aircraft for commercial operations other than instruction (i.e., air taxi and charter service). Members may only operate The Club aircraft as permitted under FAR Part 91.
5. The Club may impose further limitations on the use of The Club aircraft, including but not limited to a minimum flight hour experience and FAA certification.
6. Regardless of previous flight experience, new members must pass a check-out flight, with a Club-approved CFI, in each Club group of aircraft (Single-Engine Land (Low Wing), Single-Engine Land (High Wing), and Single-Engine Land (High Performance)) before that member is allowed to schedule or operate a Club aircraft of that group as the sole pilot in command. Members may also be required to complete an initial night-check flight at the discretion of the The Club Manager. The Club Manger may, on a case-by-case basis, offer exemptions to the check flight requirement.
7. The flight privilege of members who have not flown a Club aircraft within the last 90 days will be suspended until they complete a proficiency check with a Club-approved CFI or show proof they have flown a similar aircraft within the same timeframe.
8. During a check-out or proficiency flight in a Club aircraft, a member pilot shall demonstrate aeronautical skills to a level appropriate to the certificate held, and to the satisfaction of The Club-approved CFI.
9. We encourage members to maintain or improve their level of proficiency by flying often. CFIs can help you improve your weak areas!

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Flight Instruction in The Club Aircraft

1. Certified Flight Instructors approved by The Club are independent contractors and are not provided or funded by The Club.
2. Flight instructions using The Club aircraft are limited to instructions provided by a Club-approved CFI to other members in Good Standing only. Under no circumstance shall a member, who is not a current CFI, provide flight instructions to another person in a Club aircraft.
3. The Club-approved CFIs shall follow all documented Club processes for member check-outs and endorsements as directed by The Club Manager.
4. The Club reserves the right to place further restrictions and/or requirements on The Club aircraft used for flight instructions.

Scheduling

1. Members must schedule all flights in advance of usage using Club Scheduling software. If the member is unable to complete a scheduled reservation, they must remove the reservation from the calendar at least 1-hour before the scheduled flight. Failure to cancel a reservation at least 1-hour before the scheduled flight deprives another member of the opportunity to schedule that aircraft.
2. Members shall reserve an aircraft only for the time they intend to use it.
3. Only members in good standing may schedule a Club aircraft. Members may not schedule an aircraft for or on behalf of another person (including members) at any time or for any reason.
4. Members (including CFIs) shall not allow a reservation to be booked in their name for the use of another person.
5. If the aircraft cannot be returned at the time stated in the schedule, members are expected to make every attempt to contact any member so disadvantaged, and The Club Manager.
6. 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.
7. Flight instructors may schedule aircraft for their students.
8. The Club reserves the right to cancel a reservation at the discretion of the Club Manager or any Founding Member. Cancellation reasons usually involve aircraft maintenance or safety, and check rides with little flexibility to reschedule. Members agree not to hold The Club, Club Manager, or Founding Members liable for any cancellation for any reason.

General, Pre Flight, Post Flight, and Ground Rules

1. Members are reminded that insurance coverage is not valid if Club aircraft are flown without meeting regulatory requirements and beyond limitations established by the insurance company.
2. Only Club aircraft and equipment may be stored in the hangar. Members may not store

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personal property in the hangar at any time without prior written permission from The Club Manager.

3. At no time shall any vehicle be parked so that it prohibits aircraft movement into or out of the hangar.
9. If you deem a Club aircraft to be unairworthy during your pre or post flight, squawk it and immediately notify the Club Manager so that they can take action to remove the aircraft from the schedule until it is repaired.
10. Members must check out the aircraft before departing the hangar area for each flight. Upon returning to the hangar, the member must check in the aircraft by entering the updated Hobbs and Tachometer readings into Flight Circle or other systems/applications as instructed by the Club Manager.

Preflight

1. All Club aircraft shall be checked out prior to flight and checked in upon completion of the flight using Club Scheduling software.
2. Members should obtain and become familiar with an Aircraft Flight Manual/Pilot Operating Handbook for every Club aircraft flown.
3. Members shall conduct a comprehensive preflight inspection, prior to every flight. The preflight shall follow the PAVe methodology. The aircraft preflight shall follow the procedures detailed in the Pilot's Operating Handbook.
4. Any unreported damage or discrepancies discovered by a member will be assumed to have been caused by the last user. Report such instances to The Club Manager.
5. Members are responsible for contacting KVJI to fuel the aircraft at the start of their flight departing KVJI.

During Flight

1. Members must adhere to all FAA regulations.
2. Members shall know all operating limitations for each Club aircraft of which they are the PIC and operate the aircraft within the limits outlined in the aircraft Pilot Operating Handbook.
3. Members shall not operate Club aircraft in excess of that aircraft's maximum demonstrated crosswind component.
4. Members that are single engine student pilots shall not operate a Club aircraft when the sustained surface wind speed is 20 knots or greater, or surface wind gusts are more than 10 knots above, the reported or forecasted winds in any direction, unless with instructor approval.
5. Members shall use checklists from the Pilot's Operating Handbook for all flight conditions, including but not limited to take-off, cruise, before landing and post-landing procedures.
6. Members shall follow the recommended leaning procedure during taxi, take-off, cruise flight, and landing.

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7. Members operating under Visual Flight Rules shall not operate a Club aircraft less than 1000 ft above the ground and 500 ft below the clouds while operating in the pattern.
8. While operating under Instrument Flight Rules, members piloting a Club aircraft must not depart an airport with minimums less than the aircraft-equipped electronics capability or the departing airport departure minimums, whichever is greater.
9. Members must use all available weather resources to make flying decisions, including METARs and TAFs, in accordance with FAR 91.103.

Post Flight

1. Check and follow the procedures for shutting down and securing the aircraft at the completion of all flights. Ensure the master switches are off to avoid draining the battery.
2. Upon completion of a flight, the pilot shall perform a thorough post-flight inspection of the aircraft and shall:
 - a. Document any squawks noted before, during, or after the flight.
 - b. Remove all personal items and clean the cabin.
 - c. Remove all bugs from the windscreen, windows and leading edges as soon as possible following a flight.

USE ONLY THE PROVIDED MATERIALS FOR CLEANING. IN PARTICULAR, USE ONLY PLEDGE AND MICRO-FIBER CLOTHS ON THE WINDOWS.

Fuel, Oil, and Other Purchases

1. Members are responsible for checking fuel and oil levels before each flight. If the oil level is low, and if the aircraft is located at KVJI, the member must use the appropriate oil that is available in each Club hangar. Members will receive flight credit for the cost of oil purchased off-field from KVJI for use in The Club aircraft; however, we highly encourage members to take additional engine oil with them for extended off field operations.
2. A KVJI fuel supplier, selected by the Club Manager, will provide fuel for The Club aircraft and bill it directly to The Club. Members will be notified of changes to refueling policies or procedures.
3. Members may purchase 100LL fuel at the FBO of their choice during off-field operations. The Club will credit the member's account for fuel purchases at a location other than KVJI. The member shall be responsible for the cost per gallon of fuel purchased that exceeds the same-day cost of fuel plus 10% of The Club's preferred KVJI fuel provider.
4. When the purchased fuel exceeds the prevailing cost of fuel at KVJI plus 10%, the member shall be responsible for paying the difference.
5. Members must submit fuel and or oil receipts, in either original form or electronic format, within two weeks of the purchase to receive flight credit or reimbursement from The

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Club. Members must only use 100LL fuel in any Club aircraft.

6. The Club will not cover any trip FBO fees, including tie-down or other miscellaneous fees. Any non-maintenance or fuel costs will be the sole responsibility of the member.

Broken Aircraft Policy

1. In the event of accidental damage by the member or the member's passenger(s), the member at fault is responsible for 100% of The Club's unpaid claim by the insurance company.
2. If the damage is the result of a willful violation of the Membership Agreement, The Club Manager will conduct a review of the incident and determine the appropriate action to be taken, up to and including termination of membership.
3. The member forfeits any right to file a claim independently or directly with The Club insurance carrier unless unanimously approved by The Club Manager and all Founding Members.
4. Members are required to purchase renters' insurance with a minimum \$10,000 for the hull.

Delayed Return and Recovery

1. Members are responsible for returning all The Club aircraft to Virginia Highlands Airport (KVJI). If a member is unable to return an aircraft to KVJI at the scheduled termination of the reservation due to weather or mechanical problems, the member is required to notify an The Club Manager by telephone immediately. The Club Manager's telephone number is located on The Club website.
2. The Club is not responsible for and will not reimburse members for any expenses incurred as a result of such delay, including but not limited to transportation, hotels, meals, contacting The Club Manager, or any other expenses.
3. In the event a Club aircraft is abandoned, and the abandonment was not due to a mechanical problem beyond the member's control, the member shall be responsible for all expenses incurred by The Club to recover the aircraft.

Authorization for Repairs

1. No member may authorize repair expenditures or otherwise incur financial obligations on behalf of The Club unless specifically approved by The Club Manager.
2. If a Club aircraft requires repair on or off KVJI, the member must first contact the the Club Manager for approval before contracting with anyone to make the repairs. If the member fails to obtain prior permission, The Club may, at its discretion, hold the member fully or partially responsible for the cost of repairs.

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Contact Information:

Club Manager: clubmanager@clubav8.com

General Information & membership needs: members@clubav8.com

Relevant phone numbers: See website www.clubav8.com

Amendments

This Policies and Procedures document 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.