

Venice Flying Club, Inc. CLUB BY-LAWS

Preamble: Venice Flying Club, Inc. is a Florida not-for-profit corporation organized and existing under the laws of the State of Florida. The flying club is owned entirely by its members on an equal share basis, all of whom share an interest in aviation. Its purpose is to provide a means for its members to fly at a reasonable cost, in a non-commercial environment and foster a social environment around the shared interests in aviation. The flying club aspires to uphold a high standard of maintenance, safety, proficiency, and training, while at the same time fostering friendship and goodwill among its members. The flying club does not discriminate on the basis of race, color, or religion.

Definitions: The terms listed below shall have the following definitions throughout these By-laws. *Flying Club:* Venice Flying Club, Inc.

Member: An individual who possesses a membership in the flying club.

Associate Member: An individual who is an honorary member of the flying club, but does not possess any right to vote or operate the flying club aircraft except as a flight instructor for club members only.

Proxy: A written document evidencing a member's intent to allow another member to vote for that member. A proxy allows a member to vote for another member on any issue presented during a meeting, unless the language of the proxy expressly indicates otherwise. In order to be considered valid, a proxy shall contain the date, printed name, and signature of the member. A proxy is acceptable in original, copy, or facsimile form and may be mailed, e-mailed or faxed to our President, or in his absence the Vice President prior to the next meeting. The proxy expires immediately after the meeting.

Email voting: Exercised when a majority or super majority vote needs expediting due to the timing of a safety, maintenance, operational requirements, or upgrades that would otherwise not be in the best interest of the flying club if the vote were delayed until the next regular meeting. When a member responds with an email vote, the member shall check "Reply to all" so that all members can know the status of the vote and maintain a tabulation of the vote. No signature will be required on the Email proxy.

GLOSSARY:

VFC	Venice Flying Club, Inc.
Member	An individual owning an equal share in the VFC
Officer(s)	Directors of the corporation and special positions established by the flying club
He/Her	Male or Female
RR&OP	Rules, Regulations and Operating Procedures
Share	Or shares
Quorum	Half the membership (2/3, 2/4, 3/5, 3/6, 4/7, 4/8, 5/9, 5/10), in person or by proxy
Majority Vote	Half the membership plus one (2/3, 3/4, 3/5, 4/6, 4/7, 5/8, 5/9, 6/10), in person or by proxy
Super Majority Vote	2/3 membership (2/3, 3/4, 4/5, 4/6, 5/7, 6/8, 6/9, 7/10) in person or by proxy
By-Laws	By-laws of VFC, the flying club
Aircraft	Aircraft owned or leased by the flying club
Accident/Incident	As defined in the Federal Regulations Part 830.2

MOTTO: FLY SAFE! - FLY OFTEN!

Article I: Meetings

1. The order of all meetings shall be conducted as follows, unless otherwise ordered by the president.
ORDER OF BUSINESS:
 - a. Call to Order
 - b. Introduction of any guests
 - c. Approval of the minutes of the previous meeting(s)
 - d. Correspondence
 - e. Treasurer's Report
 - f. Reports
 1. Maintenance
 2. Records, proficiency file
 3. By-laws, Rules & Regulations
 4. Safety
 5. Membership
 - g. Old Business
 - h. New Business
 - i. Educational Training or Seminar (Optional)
 - j. Publicity and Recreational (Optional)
 - k. Open Discussion
 - l. Setting date and time of the next meeting
 - m. Adjournment.
2. The President will hold a monthly meeting at a time and place determined to be convenient to the members. Monthly meetings shall be targeted not to exceed 90 minutes. The agenda for the meeting should be made available at least one (1) week in advance or (2) weeks when super majority votes are expected (see 6 below).
3. The annual meeting shall be held in February as called by the President. Elections of officers and directors shall occur at the annual meeting. Officers and directors shall be elected via majority vote on pre-preprinted secret ballot forms.
4. At every meeting, including the annual meeting, each member in good standing is entitled to cast a single vote, either in person or by proxy, on each issue presented. A quorum is necessary prior to the commencement of a vote.
5. A super majority vote is required for upgrades such as new avionics, new paint, new interior, autopilot or the purchase or sale of a club aircraft, the dissolution of the club, or for making any material modifications, additions, or deletions from any of the By-laws or Rules & Regulations and approval of new loans to be held by the club.
 - a. Upon approval of upgrades to existing aircraft or the purchase/sale of club aircraft the President may sign loan, purchase/sale agreement, and other documents on behalf of the club to complete the transaction.
 - b. For loans to be held by the club, the President must make available the terms of the loan to the members and receive super majority approval to proceed with the loan.
6. Inform each member no less than 2 weeks, no more than five weeks in advance of any major expenditure for upgrades to our aircraft; the member knowing he will not be present to vote will Email the President his vote, with a copy to each member.
7. Voting: Member who fails to vote will not be counted as a vote for or against the motion.
8. Meetings shall be attended only by members and their invited guests.

Article II: Officers and Directors

The elected officers and directors of the flying club include the President, Vice-President, Secretary, and Treasurer. The other officers serve on a voluntary basis and include the: Maintenance Officer, By-

laws/Rules & Regulations Officer, Records Officer, and Safety/Training Officer. Each of the elected officers and directors shall serve for a single year term, commencing after the election at the annual meeting. In the event an officer or director is unable or unwilling to conclude the term of their office, the officer or director may resign and the members of the flying club may elect a replacement officer or director at a subsequent meeting via majority vote. Officers may serve the club in more than one capacity.

Article III: President

The President shall be the chief executive officer of the flying club. The president shall preside at all meetings and shall have the authority to appoint another member to preside at any meeting in the absence of the vice president. The president may call an emergency or special meeting with at least 72 hours verbal or written notice to the members. The president shall appoint a member who shall coordinate all aircraft maintenance, and shall create any other standing or ad hoc committees as needed or required. The president, or in his absence the vice-president, may delegate duties as necessary and shall have general charge of all business of the flying club.

The club president shall have the authority of the club to sign documents for airplane purchase and sale, and for loans to support the purchase of an approved club airplane or upgrades to an existing club airplane on behalf of the club. Loans must be approved by super majority as described in Article I.5.a and I.5.b.

Article IV: Vice-President

The Vice-president shall assume the responsibilities in the absence of the President. The Vice-president shall also actively promote the morale of the flying club. The Vice-president shall be responsible for coordinating any educational sessions or seminars for the flying club. The Vice-president may delegate such duties to other members.

Article V: Treasurer

1. The Treasurer shall execute checks and payments in the name of the flying club. The treasurer shall submit invoices to, and collect payment from, the members including, but not limited to membership fees, monthly dues, flight time charges, and assessments. All payments shall be deposited into a bank selected by the flying club. The treasurer shall account for all invoices, receipts, disbursements, and balances. The treasurer shall keep all promissory notes evidencing accounts payable and receivable to and from the flying club. In the event the flying club accumulates funds in excess of those required for normal operating expenses, the excess funds shall be segregated or earmarked for reducing or paying off any promissory notes, purchasing new or used equipment, or additional aircraft.
2. The treasurer shall prepare and submit, in a timely manner, the annual Federal tax form for the flying club as a §501(c)(7) tax exempt social/ recreational club. The form must be filed by **March 31st each** year but preferably it will be done shortly after the election of officers at the February meeting. Upon completion and submission of the form the treasurer will notify the flying club's president who shall verify the form was submitted and report such to the entire membership at the next meeting.
3. The treasurer shall be responsible for preparing and submitting the annual report required by Florida Statutes, Chapter 617 - Corporations Not For Profit to the Florida Department of State between January 1 and May 1 of each calendar year preferably after the election of officers in April. Upon completion and submission of the report the treasurer will notify the flying club's president who shall verify its submittal and report such to the entire membership at the next meeting.

4. The treasurer may delegate duties to other members for the purpose of assisting the treasurer.
5. Payments for more than \$1,000.00 will require notification and approval of an additional officer with preference being the President.
6. The flying club accounts/financial books shall be reconciled and confirmed by an audit committee of two or more members once per year prior to the annual meeting. This annual audit will be conducted approximately fifteen (15) days prior to the annual meeting. A special interim audit will be conducted should there be a change in Treasurers during the year other than at the Annual meeting and election.

Article VI: Secretary

The Secretary shall keep minutes of all meetings of the flying club. The minutes of the meetings will, if possible, be distributed to the members prior to the next meeting and may be conveyed by electronic means. The Secretary shall keep proper books showing the name, address, and telephone number of each member, together with each member's acknowledgment and acceptance of the By-laws and rules and regulations. The Secretary may delegate duties to other members for the purpose of assisting the Secretary.

Article VII: Maintenance/Safety Officer

The Maintenance Officer shall coordinate all maintenance on the aircraft. The Maintenance Officer shall be responsible for maintaining a list of regularly scheduled maintenance items, including oil changes, inspections, and overhauls. Aircraft maintenance will be performed in accordance with the Federal Aviation Administration regulations. The Maintenance Officer shall also keep records of all airworthiness directives and service bulletins applicable to the aircraft. The Maintenance Officer shall insure that all logbooks are maintained in a secure manner. The Maintenance Officer may delegate duties to other members for the purpose of assisting the Maintenance Officer. As Safety Officer he shall hold safety briefings at monthly meetings.

Article VIII: Records Officer

The Records Officer shall be responsible for maintaining a proficiency file on the members. The proficiency file shall include copies of the following documents: medical certificates, licenses, pilot's experience form, ratings held, endorsements, and logbook entries relating to biennial flight reviews. The Records Officer shall notify a member at least 30 days in advance of any medical or biennial flight review coming due, although it is the members responsibility to maintain his own due dates for medicals and biennial flight reviews and to take action thereon. In addition, he will be responsible for Insurance, By-laws, Rules & Regulations, Operating Procedures, and Roster updates.

Article IX: Other Appointments

The President may create any standing or ad hoc committee as needed or required. Such committees may include, but are not necessarily limited to: safety, publicity and recreational committee, membership committee, by-laws committee, and rules & regulations committee. The committees shall serve at the discretion of the President and should submit reports or make presentations at the meetings.

Article X: Membership

- 1) The flying club shall be limited to *ten* (10) members per aircraft, this is to *be the absolute maximum per aircraft*.
- 2) Each member shall have an equal interest in each of the assets of the flying club.
- 3) Upon dissolution of the VFC the members equity will be described as follows:
 - a. All members will have equity in the net worth.
 - b. The assets will be sold. The proceeds shall be first used to pay off any outstanding

promissory notes and then divided among the members proportionally as to the number of shares owned.

- 4) A member wishing to sell his share has the complete responsibility for marketing his share. Monthly dues and any assessments will be due and payable until the share is transferred. The club will have the first option to purchase the share. They will have (30) days from the date of withdrawal notice to exercise this option, although the club is under no obligation to buy the share. Should the withdrawing member have difficulty in selling his share he may solicit the club to buy his share at no more than 80% of its equity value. A majority vote from the members would be required to make such a purchase.
- 5) A member withdrawing from the club will have no equity in monies set aside for fixed and variable expenses.
- 6) Members are required to pay their financial obligations to the flying club in a timely manner. A member who's account is (30) days delinquent will be assessed interest by the treasurer at a rate of 1.5% per month, or 18% per annum. A member whose account is (60) days delinquent will be considered a delinquent member and, as such, shall be summarily suspended by the Board of Directors from exercising any rights or privileges of membership including, but not limited to, flying privileges and voting rights. When a member's account is (90) days or more delinquent the flying club has option of purchasing the delinquent members share at 80% of its equity value, less any indebtedness owed the club. In the event that this provision contradicts any language contained in any promissory note signed by a member, the terms and conditions of the promissory note shall take precedence over this provision to the extent of the conflicting language.
- 7) In the event a member violates any provision of the by-laws or rules and regulations, the flying club may, upon reasonable notice to the member, suspend or cancel the member's rights and privileges of membership including, but not limited to, flying privileges and voting rights via a super majority vote. Such a member shall have the right to be heard in person or by counsel. A suspended and/or cancelled member shall nevertheless be required to pay membership fees, monthly dues, flight time charges and assessments, together with any other financial obligation, during the time of his/her suspension or cancellation of membership.
- 8) Upon suspension, cancellation or termination of a member:
 - a. The member's access to Aircraft Clubs.com shall be "locked".
 - b. The member's aircraft and/or hanger keys are to be surrendered to the President or other officer of the club within 48 hours of notice of suspension, cancellation or termination.
- 9) Any member who knowingly operates the flying club's aircraft while his/her flying privileges are suspended is subject to termination via super majority vote.
- 10) The flying club has the right to place a lien or encumbrance upon any member's membership for any financial obligations of the member including, but not limited to, membership fees, monthly dues, flight time charges, assessments, and insurance deductibles.
- 11) In the event the flying club executes a promissory note with any lending institution or person, and any of the officers or directors of the flying club are required to sign personal guarantees with the lending institution or person, each member agrees to indemnify and hold harmless each officer and director who signed any personal guarantee in the event the flying club defaults on the promissory note as if the personal guarantees were signed by each member.
- 12) New members will be probationary members for a period of at least three (3) months and only accepted as a full member of the club by a majority vote. The president shall schedule voting on

such member's acceptance at the first meeting after the three (3) months waiting period.

- 13) Members who do not participate in one quarter of the meetings and a minimum of one wash and wax per year may be suspended or expelled, but only after been given written notice and an opportunity to participate in the future. Thereafter, if no such participation is forthcoming the member could be suspended or expelled by a majority vote from the members.

Article XI: Sale or Transfer of Share

1. The procedure for members desiring to sell or transfer their share shall be:
 - a. Notify the President, Treasurer and Secretary in writing or e-mail of member's desire to sell or transfer his share.
 - i. The secretary will document the date and time the notice was received and maintain the priority list of sellers based on the date and time of receipt.
 - ii. The president will announce to the club that the share is for sale.
 - b. If more than one member is trying to sell their share:
 - i. Respondents to the club's notices that a share is for sale, including but not limited to the club website, club Facebook page, club issued classified advertisements and the AOPA club page, will be provided with the contact information for the priority seller and given 7 business days to come to agreement on a sale.
 - ii. If no agreement is reached within 7 business days the respondent will be given the contact information for the second priority seller, and so forth for each of the sellers on the priority list.
 - iii. If a seller through their own advertising/sales efforts finds a buyer that has not already contacted the club then they may sell their share to that buyer regardless of their position on the priority list.
 - c. Once an agreeable price has been reached the buyer's payment for the share shall be presented to the treasurer, check to be made payable to Venice Flying Club, Inc., who shall deposit the funds in the flying club's checking account.
 - d. The buyer must provide a completed Venice Flying Club, Inc. application, which is presented to the president and made available to all current members for review.
 - i. The application includes a complete pilot history, a copy of the by-laws, and the rules and regulations, each of which has a signature page that must accompany the application.
 - e. Once the treasurer has verified that payment has cleared, the treasurer will notify the president indicating it is ok to vote on the member at the next meeting of the flying club.
 - f. At the next meeting of the flying club after the payment has been cleared, a vote of the membership will be taken to accept the new member. Approval of new members shall require a satisfactory credit check and background check, as deemed appropriate by the club, and require approval by a unanimous vote of the members.
 - i. If the candidate member is approved:
 1. The sellers share certificate, any flying club equipment and keys held by the seller must be surrendered to the club.
 2. A new share certificate will be issued to the buyer/new member along with the sellers keys.
 - ii. If the candidate member is not approved, a check will be presented to the candidate member within 10 business days for the amount of the purchase price.

- g. Upon completion of a share sale and acceptance of a new member, the treasurer will determine the amount of any outstanding payments due from the selling member and after deducting that amount from the sales price will issue a payoff check to the selling member.
 - h. Once a member's share has been sold or transferred their access to Aircraft Clubs.com shall be "locked" for 30 days and then deleted.
2. In the event of a member's death, the member's share shall pass to the member's beneficiary in accordance with the member's will or codicil, or in accordance with Florida law. Should the heir wish to sell its share the flying club will have the first right of refusal to purchase the share at the price said deceased member paid for the share (or lesser amount agreed upon by club and heir), less any indebtedness owed to the club, but the club is under no obligation to purchase same. Should the club decline to exercise its first right of refusal, the procedure for heirs of deceased members desiring to sell or transfer their share shall be the same as those outlined above for living members.
3. No member or officer of the VFC shall act or be an agent for the seller.

Article XII: Incidents and Accidents

The member who is pilot in command of the aircraft at the time of an accident or incident shall be financially responsible for all losses incurred to the extent that such losses are not covered by insurance including, but not limited to, deductibles, losses beyond policy limits, and losses not otherwise covered. However, this provision shall only apply when a member is at fault. In no event shall any member be financially responsible for an accident or incident caused by another member. In the event of an incident or accident, the flying club may conduct a hearing, upon reasonable notice to the member, to determine whether an incident or accident was due to the fault of the member. Following the hearing, the flying club may assess the member via super majority vote on conditions, terms, and in amounts determined by the flying club. As a condition of membership, members agree to release the flying club and its members, including officers, directors, and committee persons, of and from any liability arising out of the operation of the flying club and its aircraft.

Article XIII: Fees and Assessments

The flying club has the authority to assess member's membership fees, monthly dues, and flight time charges on conditions, terms, and in amounts determined by the flying club from time to time via majority vote. The flying club may also assess members any other fees including, but not limited to, special assessments, via super majority vote.

Article XIV: Surplus

1. The surplus remaining, after all operating costs and other expenses have been paid will remain in the Treasury for the purchase of projected new or upgraded equipment, additional aircraft, inspections, propeller and aircraft engine overhaul, and maintenance.
2. Should surplus accumulate beyond the requirements referred to in paragraph one (1.) above, consideration will be given to reducing the cost of flying time per hour. The net surplus, in any event, will not be distributed to members unless so demanded by a Super Majority Vote of the members.

Acknowledgment of Member

I, the undersigned member, hereby approve the foregoing By-laws of the Venice Flying Club, Inc. I acknowledge that I have read and reviewed the foregoing By-laws in their entirety and that by signing below, I hereby agree to abide by the By-laws.

Signature of member

Date

Printed name of member