

Stuart Flying Club
F MEMBERSHIP AGREEMENT

Version 1.3

04/24/2026

Mission Statement

The Mission of the Stuart Flying Club is to provide excellent quality aircraft and maintenance for its Members, to spread awareness about the importance of aviation, to be a voice of advocacy for Aviation, and to create opportunities for positive impact within our community.

Description

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 owners and members. All club Members and Owners are aviation enthusiasts and dialogue between Members and the Owner Members is both welcomed and encouraged. Stuart Flying Club maintains its aircraft to the highest standards to comply with the applicable FAA regulations.

Our core values are Compassion, Humility, Integrity, Excellence, Faith, and Service.

Membership

Membership

Stuart Flying Club requires all Members to maintain a current account with no outstanding balance to remain a member of the club and to operate the aircraft. The Member agrees to adhere to all Stuart Flying Club Bylaws outlined in this agreement. The Member must abide by all club procedures as provided by the Flying Club officers and maintain an up-to-date personal profile on file with the Flying Club. Stuart Flying Club reserves the right to refuse membership to anyone on any grounds at the behest of its members, officers, and board of directors.

Operations

Legal Requirements

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 a member will be flying at night an initial night check flight shall also be required. This may be given by any club approved instructor as directed by the Flying Club President and exemptions may be offered by the Flying Club President on a case-by-case basis.

Aircraft Operations

The pilot of any Stuart Flying Club aircraft must be a member in good standing. If the pilot is receiving flight instruction, the flight instructor must be a Stuart Flying Club approved instructor and the member must be in good standing as determined by the Flying Club President. 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 Members holding a current instructor certificate and appropriate ratings may instruct at Stuart Flying Club authorized by the Flying Club President or the Board of Directors at the Annual Meeting. Any Certified Flight Instructor (CFI) who wishes to instruct with the Stuart Flying Club and receive compensation from their "Student" (the person receiving Dual Received) must not only be a Flying Member and CFI but must also be approved by the President and added to the Club's list of approved instructors. Any CFI who is brought on a flight by a member as a Guest is not permitted to provide Flight Instruction.

The President does have the authority to temporarily grant CFI authorization approval with the Stuart Flying Club for special events such as EAA Young Eagle Rallies.

Flight Instructors are expressly and strongly prohibited from advertising Stuart Flying Club as a partner or location at which to complete Flight Training. Flight Instructors are allowed to advertise their own services but may not include any mention of Stuart Flying Club in relation to Flight Training in their public messages, posts, or announcements of any kind.

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 Member shall accomplish a thorough preflight check for airworthiness. Members will not start the aircraft by hand propping and Members shall not perform “preventative maintenance” on Stuart Flying Club airplanes except as specifically approved by the Flying Club President.

Postflight Operation

After every flight the Member shall log all hours in the accompanying logbook of the aircraft. The Member will return the aircraft to the Stuart Flying Club hangar (if applicable) and secure the hangar door upon leaving the hangar.

If the Aircraft does not reside within a Hangar but in a Tie-down spot, then the member must return the aircraft to its (designated if applicable) tie-down.

Unimproved Airport Operations

Operations from unimproved runways are prohibited. Off airport operations (e.g. highways, fields, etc.) are also prohibited except for emergency circumstances.

Soft Fields (a.k.a. Grass Runways) are allowed for use if a Club Officer, Instructor, or Aircraft Owner has personally verified the condition of that Runway within the previous 24 calendar months, and the Club Member has flown to an approved Soft Field with a Club Officer.

Insurance Requirements

Current insurance requirements are published separately and will be provided by the Flying Club President upon acceptance of membership as a 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. Insurance Requirements are subject to change by our Insurance Provider at any time.

Restricted Use of Plane

No person other than a member in good standing and covered by the Stuart Flying Club Insurance Policy shall be permitted to be Pilot in Command of the Airplane either dual or solo, except in the case of a Member training with a Stuart Flying Club approved instructor.

Use of Intoxicants

No Member shall receive instruction or act as Pilot in Command in the Corporation's airplane while under the influence of, or using intoxicating liquor, beer, wine, cocaine, marijuana, or any other habit-forming drugs during such desired flight. Any member violating the provisions of this section shall be subject to dismissal from the Stuart Flying Club and forfeit any dues or payments made.

Pilots of aircraft flying with Stuart Flying Club (whether PIC or receiving instruction, or both) are required to adhere to the FAA minimum standards for Alcohol or Drugs as outlined in 14 CFR 91.17, additionally the Stuart Flying Club has a supplemental limitation that requires Members to only operate Aircraft with a Blood Alcohol Content (BAC) of 0.00.

Smoking, Animals and Trash

There is no smoking allowed in any Stuart Flying Club aircraft. There are no animals allowed (dogs, cats, etc.) in any Stuart Flying Club aircraft with the exception of service animals as permitted by State and Federal Law. The Stuart Flying Club aircraft is to be used and returned in a clean condition. A cleaning fee of \$50 or more may be charged for dirty aircraft (due to vomit, trash, food / beverage spills, etc.) at the discretion of the Flying Club President or Chief Maintenance Officer.

Limited Use of the Plane

No member may schedule more than three (3) consecutive days without the concurrence of the Flying Club President. Any overnight reservations require 3 hours (on whichever aircraft use tracker has been designated for that aircraft whether it be hobbs or tach) of flight time per day, unless mitigating circumstances such as illness, weather, or maintenance compromise the member's ability to fulfill this obligation.

In the event of those mitigating circumstances the President must approve the shortage of hours. See "Scheduling of Aircraft" for more information.

Dues, Fees and Payments

Payment Procedures

Members are expected to log their flights upon completion. Members will be encouraged to keep a balance in a prepaid account within Stuart Flying Club Inc.'s payment system and will be required to keep a credit card on file with Stuart Flying Club Inc. as well. The member's balance will be settled before the aircraft can be checked back in from its flight.

Select Members may instead, with the approval of the Board of Directors, receive a monthly invoice for the cost of flight hours flown as well as club dues. The monthly invoice must be paid by the date indicated on the invoice or else the Member will have an outstanding balance. The method of payment must be made in the manner as specified by the Flying Club President.

For any outstanding balance, if the Member does not pay by the due date indicated on the invoice, Stuart Flying Club will take any legal remedies available to collect the

outstanding balance. The 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 a member has an outstanding balance, the Member will be denied access to aircraft and the aircraft scheduling webpage.

Club Fees

Stuart Flying Club charges its Flying Members a one-time non-refundable club initiation membership fee of **\$200.00**.

Stuart Flying Club charges its Flying Members a non-refundable monthly membership fee of **\$125.00**.

Stuart Flying Club charges its Members a non-refundable hourly rate to cover costs for the aircraft usage. This rate is calculated by Hobbs or Tach time flown by the Member and this rate does not include fuel. The rate is per hour or fractional percentage to the next highest tenth of a percent of an hour, and varies by individual aircraft. Both Hobbs and Tach times must be recorded by the Hobbs and Tach meters within the Aircraft. If an Aircraft does not have a Hobbs meter, then a timer must be used to track the amount of time from Engine Start to Engine Shutoff.

Stuart Flying Club may, with notice, change the hourly rate of an aircraft, institute a fuel surcharge, or update membership fees as needed by direction of the Flying Club President.

Duration of Membership

Membership to the Stuart Flying Club shall start on the first day of the month following that in which the Membership agreement is signed, unless the member wishes to begin their membership immediately in which case their account will be charged at that time (but will still be charged on the first day of each month). A Flying Member on an annual membership shall be obligated to maintain a Membership for minimum term of 1 year from the first day of the month in which the Membership agreement is signed.

Thereafter, the membership shall be renewed on a month by month basis. The Flying Club President shall reserve the right to terminate any month to month agreement without further notice and require a new Stuart Flying Club Membership Agreement to be signed for continuation of membership in the Stuart Flying Club, appeals to termination may be made to the Board of Directors.

Cancellation or Termination of Membership and Penalties

Cancellation of Flying Member annual membership in the Stuart Flying 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 for any tier of membership with a 1-year agreement shall extend from the first day of the month in which the Membership agreement is signed and continue until a period of 12 months has elapsed. After a period of 1 year the Membership will convert to a month to month membership. Cancellation of a month to month Membership shall require a 30 day notification in writing of the Membership agreement termination. Failure to notify the Flying Club President of the Membership agreement termination shall result in a 2-month penalty of Stuart Flying Club monthly membership fees.

Fuel and Oil Purchases

The Member is responsible for checking fuel levels and oil levels prior to flight. If the oil level is low the Member must use oil which is provided by the Stuart Flying Club. The Flying Club President will provide information to Members of the current fueling policies and procedures. The airplane must be refueled after each use, to either tabs or full by aircraft, by full service fuel from Atlantic Aviation, as per that specific Aircraft's refueling policy. Aircraft are offered at a Dry Rate, and may be refueled offsite by the member but must be topped off to tabs by Atlantic Aviation at the end of each flight.

Oil receipts (in the case where club provided oil is not available) must be submitted in electronic format or the original receipt to the Flying Club President within two weeks of the flight for reimbursement. 100LL is the only fuel to be used in club aircraft.

Master Switch

Members who leave the master switch on will be assessed a **\$100.00** battery fund fee. If the battery life of the battery is ended after an incident of the master switch being left on, the 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 new member. All scheduling must be made through the use of the calendar located online at Flight Circle. The Flying Club President will grant access to the calendar for to each Member. Overnight trips with aircraft are permitted so long as the aircraft is available for the duration of the event, and the Member agrees to operate the Aircraft for at least 4 Flight Hours (Hobbs or Tach, depending on the Aircraft in use) per Day the aircraft is scheduled.

Example 1: A Flight from January 1 at 1700 to January 2 at 1200 requires at least 4 hours to be put on the Aircraft.

Example 2: A Flight from February 1 at 1200 to February 5 at 1700 requires at least 16 hours to be put on the Aircraft.

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 Membership Agreement, a review of the incident will be undertaken by the Flying Club President, 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 a Member, etc., the member is responsible for ensuring the eventual return of the aircraft to Witham Field. The Stuart Flying Club cannot be responsible for expenses incurred by a Member as a result of such delay (i.e. hotel, food, transportation, etc.), including unforeseen maintenance problems beyond the control of the Member or Stuart Flying Club. Members are required to notify the Flying Club President 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 Member is responsible for the expenses incurred unless due to mechanical problems not caused by the Member.

Authorization for Repairs

No member may authorize expenditures or otherwise incur financial obligations in the name of Stuart Flying Club except as on a case by case basis with approval from the Flying Club President. Any repair not preauthorized by the Flying Club President, and which incurs expenses exceeding one hundred (\$100.00) 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 Flying Club President. The Flying Club President will hold a hearing to ascertain all relevant information required to make a judgment of cause. The Flying Club President will take appropriate action, up to and including expulsion from the club. The Member must report all incidents and accidents to the Flying Club President immediately.

Member Conduct and Club Policy

The Flying Club President may terminate a Member's membership if the Member's conduct is not consistent with the best interests of the Stuart Flying 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 Member's membership and all associated privileges. Further, any violation of this Member Agreement may be deemed as a basis for Membership suspension or termination. In the event of such a decision by management, that decision shall be considered final and all fees paid to Stuart Flying 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 Stuart Flying Club website calendar, these systems are accessible at all times by Members, Owner Members and the Flying Club President. Members are prohibited from using any of Stuart Flying Club's electronic intellectual property in any way that may be disruptive or offensive to others.

The Stuart Flying 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 Stuart Flying Club, shall be personally delivered or sent by first-class mail to the Stuart Flying Club address as provided by the Flying Club President. 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 Membership Agreement supersedes any and all other agreements (other than SFC promotions and discounts) either oral or in writing, between the parties and constitutes the entire agreement between them with respect to the subject matter. 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.

Governing Law

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

Arbitration

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

Amendments

This Membership Agreement may be repealed or amended, in whole or in part, provided that at least 14 days notice of such changes has been given to a Member. The notice shall be electronically mailed to the last known email address gleaned by the profile provided by the Member and shall include the specific language as drafted by the Flying Club President. If the Member does not agree to the change then the Member may terminate membership within 30 days post mark of receipt of notice and writing to the Stuart Flying Club mailing address as specified by the Flying Club President without penalty.

Limitation of Liability

In consideration of Membership of the Stuart Flying Club the Member, intending to be legally bound hereby, that the Stuart Flying Club 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 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 Stuart Flying Club, and I do hereby waive any right of action against the Stuart Flying Club from any and all causes or claims that I may have against them from the beginning of time. The Member and the 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 Stuart Flying Club. I agree to indemnify and hold the Stuart Flying

Club or any of its stock holders harmless for any losses, judgments or damages the 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 Stuart Flying Club's intention that this agreement be interpreted and enforced to the maximum extent allowed by Florida State law.

Stipulation

I, the undersigned, Member, have read and fully understand the Stuart Flying Club Membership Agreement. I hereby stipulate to adherence thereto for the extent of my membership. I further understand any violation thereof may suspend or terminate my membership with Stuart Flying Club.

Member Printed Name

Member Signed Name

_____/_____/_____

Signed Date (MM/DD/YYYY)

Club President Printed Name

Club President Signed Name