

**Stuart Flying Club**  
**S MEMBERSHIP AGREEMENT**

**Version 1.2**

**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. The Member agrees to adhere to all Stuart Flying Club Bylaws and those 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.

## **Dues, Fees and Payments**

### **Payment Procedures**

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. 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 Social Members a one-time non-refundable club initiation membership fee of **\$100.00**.

Stuart Flying Club charges its Social Members a non-refundable monthly membership fee of **\$20.00**.

### **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 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 two month penalty of Stuart Flying Club monthly membership fees.

## **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.

### **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.

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Member Printed Name

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Member Signed Name

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Signed Date (MM/DD/YYYY)

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Club President Printed Name

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Club President Signed Name