

Brock Aviation Flight School, LLC.
Educational & Social Training Club
ASSOCIATE MEMBERSHIP AGREEMENT

Version 1.0 05/02/23

Mission Statement

The objective of Brock Aviation Flight School, LLC is to provide affordable flight training and time building opportunities at reduced cost via excellent aircraft that are 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 owners and associate members. All aircraft Associate Members and Owners are aviation enthusiasts and dialogue between Associate Members and the Owner Members are both welcomed and encouraged. Brock Aviation Flight School maintains its aircraft to the highest standards to comply with the applicable FAA regulations.

Membership

Membership

Brock Aviation Flight School requires all Associate 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 Brock Aviation Flight School Bylaws outlined in this agreement. The Associate Member must abide by all club procedures as provided by the Flying Club Manager and maintain an up to date personal profile on file with the Flying Club Manager. Brock Aviation Flight School reserves the right to refuse membership to anyone.

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 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 Owner Member as directed by the Flying Club Manager and exemptions may be offered by the Flying Club Manager on a case by case basis.

Aircraft Operations

The pilot of any Brock Aviation Flight School aircraft must be a member in good standing. If the pilot is receiving flight instruction, the flight instructor must be an Brock Aviation Flight School approved instructor and the member must be in good standing as determined by the Flying Club Manager.

Initial _____

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 Owner Members holding a current instructor certificate and appropriate ratings may instruct at Brock Aviation Flight School unless otherwise authorized by the Flying Club Manager. Additionally, Certified Flight Instructors must undergo background checks at no cost due to specific Brock Aviation Flight School minor Associate Members.

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 Brock Aviation Flight School airplanes except as specifically approved by the Flying 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 Brock Aviation Flight School Tie-down and secure upon leaving the airport.

Unimproved Airport Operations

Operations from unimproved runways are prohibited. 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 Flying 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 Brock Aviation Flight School insurance policy shall be permitted to be pilot in command of the airplane either dual or solo, except in the case of an Brock Aviation Flight School approved instructor.

Use of Intoxicants

No Associate Member shall receive instructions 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 other habit forming drugs during such desired flight. Any Associate Member violating the provisions of this Section shall be subject to dismissal from Brock Aviation Flight School and forfeit any dues or payments made.

Initial _____

Smoking, Animals and Trash

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

Limited Use of the Plane

During the months of August, September and October no Associate Member may schedule more than four (4) consecutive days for time building without the concurrence of the Flying Club Manager.

Dues, Fees and Payments

Payment Procedures

Associate members are expected to log their flights upon completion. All 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 Flying Club Manager:

- 1) Pay by debt and or credit card to Fore Flight Account.

For any outstanding balance, if the Associate Member does not to pay by the due date indicated on the invoice, Brock Aviation Flight School 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 webpage.

Club Fees

Brock Aviation Flight School charges it's Associate Members a one-time non-refundable club initiation membership fee of **\$150.00**.

Brock Aviation Flight School charges it's Associate Members a non-refundable monthly membership fee of **\$25.00**.

Brock Aviation Flight School charges it's Associate Members a one-time non-refundable badge fee of **\$25.00**.

Initial _____

Brock Aviation Flight School charges it's Associate Members a non-refundable flat hourly rate to cover fuel and all other maintenance costs for the aircraft usage. This rate is calculated by Hobbs time flown by the Associate Member and this rate includes fuel. The rate is **\$150** per hour or fractional percentage to the next highest tenth of a percent of an hour. The Hobbs time must be recorded using the Hobbs meter installed in the aircraft. Note that Certified Flight Instructors are paid **\$50** per hour. Different terms and conditions apply for CFI's building time along with Board Members and management. Brock Aviation Flight School may, with 30 days advance notice change the hourly rate or institute a fuel surcharge as needed by directions of the Flying Club Manager.

Duration of Membership

Associate Membership to Brock Aviation Flight School 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 Flying Club Manager shall reserve the right to terminate any month to month agreement without further notice and require a new Brock Aviation Flight School Membership Agreement to be signed for continuation of membership in Brock Aviation Flight School.

Cancellation of Membership and Penalties

Cancellation of membership in Brock Aviation Flight School 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 Flying Club Manager of the Associate Membership agreement termination shall result in a two month penalty of Brock Aviation Flight School 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, and if the aircraft is located at KHMP, the Member must use oil which is provided in back of aircraft by Brock Aviation Flight School. Fuel Cards are provided in each aircraft in a box. After purchase of fuel receipt and card must be returned to box and never to leave aircraft. The Flying 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 KHMP Associate Member may purchase and be reimbursed for oil and fuel purchases within reasonable market prices as determined by the Flying Club Manager, significant

differences between market prices for the region where fuel is purchased and fair market value may be the Associate Members responsibility with discretion up to the Flying Club Manager. Fuel and oil receipts must be submitted in electronic format or the original receipt to the Flying Club Manager within two weeks of the flight for reimbursement. 100LL is the only fuel to be used in club aircraft.

Initial _____

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 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 permitted to schedule aircraft for their students, other than for a “first flight” with a prospective member considering contractual obligations of Brock Aviation Flight School. All scheduling must be made through the use of the calendar located online at Flight Circle. The Flying Club Manager will grant access to the calendar to each Associate Member.

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 Flying 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 KHMP. Brock Aviation Flight School 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 Brock Aviation Flight School. Associate Members are required to notify the Flying 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 Brock Aviation Flight School, LLC except as on a case by case basis with approval from the Flying Club Manager. Any repair not pre authorized by the Flying 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 Flying Club Manager. The Flying Club Manager will hold a hearing to ascertain all relevant information required to make a judgment of cause. The Flying 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 Flying Club Manager immediately.

Initial _____

Member Conduct and Club Policy

The Flying Club Manager may terminate an Associate Member's membership if the Member's conduct is not consistent with the best interests of Brock Aviation Flight School. 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 Brock Aviation 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 Brock Aviation Flight School website calendar, these systems are accessible at all times by Associate Members, Owner Members and the Flying Club Manager. Associate Members are prohibited from using any of Brock Aviation Flight School electronic intellectual property in any way that may be disruptive or offensive to others. Brock Aviation Flight School 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 Brock Aviation Flight School shall be personally delivered or sent by first-class mail to the Brock Foundation physical address as provided by the Flying 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 agreements and Bylaws, 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. Brock Aviation Flight School is a subsidiary of The Brock Foundation. Brock Aviation Flight School and its sole stockholder ("Owner Member"), shall own in its entirety Brock Aviation Flight School. Brock Aviation Flight School and its shareholder has appointed the **name** ("Flying Club Manager") to act on their behalf to enforce all provisions in the Brock Aviation Flight School Associate Membership Agreement.

Initial _____

Governing Law

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

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 Georgia.

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 Flying Club Manager. 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 Brock Aviation Flight School mailing address as specified by the Flying Club Manager without penalty.

Limitation of Liability

In consideration of Associate Membership of Brock Aviation Flight School the Associate Member, intending to be legally bound hereby, that Brock Aviation Flight School 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 Brock Aviation Flight School, and I do hereby waive any right of action against Brock Aviation Flight School 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 Brock Aviation Flight School. I agree to indemnify and hold Brock Aviation Flight School 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 Brock Aviation Flight School's intention that this agreement be interpreted and enforced to the maximum extent allowed by Georgia State law. Upon dissolution of the corporation, the assets of the corporation, if any, shall be distributed to the sole shareholder/non-equity member of Brock Aviation Flight School, LLC. pursuant to its bylaws, the laws of the State of _Georgia_, and the appropriate sections of the Internal Revenue Code or the corresponding section of any future federal tax code.

Stipulation

I, the undersigned, Associate Member, have read and fully understand Brock Aviation Flight School 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 Brock Aviation Flight School.

Signed Date

Associate Member Printed Name

Flying Club Manager Printed Name

Associate Member Signed Name

Flying Club Manager Signed Name

Initial _____