



**Advantage Aviation, Inc.**

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**RULES AND REGULATIONS**

Revision 08.01.22.1

The following Rules and Regulations are applicable to all members of Advantage Aviation (“Advantage” or the “Club”), including all flight instructors providing flight instruction services in Club aircraft. Exceptions to these rules and regulations may be made only by the President, Chief Operating Officer (“Officers”) and Chief Pilot. These Rules and Regulations are incorporated into all membership agreements as a material element thereof.

## **I. MEMBERSHIP AND MEMBERSHIP ACCOUNTS**

1. All applicants for membership must complete and sign a membership application, which must be submitted along with a credit card authorization and the then current (as shown on the current schedule of fees) membership application and/or initiation fee. Membership application and initiation fees are non-refundable.
2. Monthly membership fees must be paid on the first day of each calendar month by automatic charge to the credit card on file, or a check issued and received by Advantage no later than the 4<sup>th</sup> day of the month. If a member elects to pay monthly dues by check and a dues payment is not received via check by the 4<sup>th</sup> day of the month, the member’s credit card on file will be charged for that month’s membership dues. The monthly membership fee will be the then current fee as set by Advantage, which may be increased or decreased by Advantage at any time, subject to providing notice to members’ email addresses on file.
3. Members may terminate their membership at any time by providing written notice either via certified mail to Advantage Aviation or by sending an email to [info@advantage-aviation.com](mailto:info@advantage-aviation.com). Verbal termination requests cannot be honored. No membership fee refunds are provided for partial months.
4. Members in good standing who have terminated their membership may rejoin on a space available basis with approval of an Officer and by paying the current reinstatement fee, if any.
5. The President or COO may limit the acceptance of new members at any time.
6. Members may have their membership terminated by an Officer or Chief Pilot in their sole discretion, at any time, for violation of these Rules and Regulations or other conduct determined by the Officer or Chief Pilot to be inconsistent with FAA regulations, federal, state or local law, or other

Advantage policies as may be enacted from time to time.

7. Fees for purchases, flight time and flight instruction are payable after each flight. Purchase and aircraft flight time fees are to be paid to Advantage. Flight instruction fees should be paid to the flight instructor directly unless other arrangements have been approved by the President or COO. All members must maintain an active credit card on file and authorize Advantage to charge the credit card in full for all unpaid balances. Members without a valid credit card may maintain a minimum cash account balance of \$500 against which unpaid fees may be charged. This balance must be replenished by check or cash within 2 business days of the balance falling below the \$500 minimum.

8. All invoices issued by Advantage are payable upon receipt. All invoice balances unpaid for more than 30 business days are subject to a 2% interest charge, compounded, per month. Additionally, members whose accounts are more than 30 days overdue may have their membership privileges suspended until their account is paid in full.

9. All returned checks will result in a \$40 returned check fee, plus any bank charges incurred by Advantage.

## II. INSURANCE POLICY AND INSURANCE REQUIREMENTS

1. Advantage Aviation maintains a group insurance policy with the following bodily injury and property damage coverage and limitations:

<u>Per Occurrence Limit:</u>	\$2,000,000.00
Sub limit per person bodily injury:	\$250,000.00

<u>Medical payments coverage:</u>	
Each Person Limit:	\$5,000.00

<u>Deductible:</u>	
Single Engine:	\$5,000/loss
Multi Engine:	\$5,000/loss

While liability and property damage insurance is carried at all times by Advantage for flights in Advantage aircraft, this insurance may not cover all possible liability, costs and charges for damages in the event of an accident. Members responsible for causing any damage to persons or property,

including Advantage aircraft, remain at all times personally liable and responsible for all such liability, damages and charges not covered by the Advantage group insurance policy. Please note that, in general, insurance will not cover claims for loss of use or diminution in aircraft value due to having a damage history. Accordingly, members are encouraged to consider purchasing their own personal renters' liability insurance policy.

2. Members are responsible for all insurance deductibles. However, Advantage Aviation will pay insurance deductible expenses (the amount of an insured loss within the applicable insurance company deductible) for each member who pays the mandatory monthly deductible fee (as shown on the current schedule of fees), which shall automatically be charged to each member who has at least one flight in a calendar month. For clarity, members will not be charged the deductible fee for a calendar month in which they do not fly. Members who have paid this fee for an applicable month will only be responsible for deductible expenses in the event of damage or loss occurring during the rental of an aircraft caused by the following: (a) damage from the unauthorized use of any unapproved cleaning product or agent, (b) damage to aircraft interiors outside of ordinary wear and tear, and (c) any damage, of any nature, occurring during the operation of an aircraft at a time when such member is not in compliance with applicable FAA regulations pertaining to pilot certification and currency.

3. The deductible fee may be waived if a member purchases and maintains a private renters insurance policy that provides for primary coverage from the first dollar for all property damage and insurance deductibles up to \$10,000, and provides a copy of the applicable declarations page to Advantage.

### **III. SAFETY AND CURRENCY**

1. Safety is Advantage's first priority. All members are responsible for ensuring their compliance with all Federal Aviation Rules (FARS), regulations and all federal, state and local laws. Any member who acts in an unsafe manner in the air or on the ground, or who knowingly violates any applicable law, rules or regulations, or these Rules and Regulations, may have their membership privileges suspended or terminated by an Officer or Chief Pilot.

2. Members are responsible for maintaining both aircraft *type* and

Advantage *fleet* currency in order to rent and act as pilot-in-command in an Advantage aircraft.

a. Fleet Currency: Notwithstanding any other legal requirements, members must have a minimum of 3 takeoffs and landings in any Advantage aircraft every 90 days, or an Advantage Aviation instructor's endorsement, to maintain Advantage aircraft fleet currency. If a member's currency lapses, it must be reinstated by an Advantage instructor before the member may resume acting as pilot-in-command in any Advantage aircraft.

b. Type Currency: Members must have type currency in each make and model of aircraft the member seeks to fly as pilot-in-command. Each member must receive a minimum one hour checkout flight from an authorized Club flight instructor prior to flying as pilot-in-command any Advantage airplane make and model which the member has not previously flown as pilot-in-command while an Advantage member, and the flight instructor's endorsement must be recorded in the member's file with the Club. An Aircraft Checkout Form must be completed for each type of airplane prior to a member's first flight of such aircraft. Note that some aircraft have greater checkout minimums. Thereafter currency in any make and model may be maintained by flying such aircraft for a minimum of one hour, including three take offs and landings, every ninety (90) days as pilot-in-command (although note that a limited number of aircraft have shorter currency requirements). Currency in one aircraft does not imply currency in another. For example, currency in a Cessna 182 does not imply currency in a Cessna 206. Flights in non-Advantage aircraft may be applied to type currency requirements only upon approval of the Chief Pilot or an Officer.

3. Members are responsible for meeting all FAA currency requirements for carrying passengers, flying under Instrument Flight Rules, in Instrument Flying Conditions, and for flying at night.

4. Members should obtain a checkout with a CFI prior to solo use of flight simulators due to equipment specific start up, operation, and shut down requirements.

5. Advantage authorized flight instructors will not grant authorization for a member to fly as pilot-in-command, regardless of the member's flight time, certifications and endorsements, if such flight instructor does not

believe the member is capable of flying safely as pilot-in-command of a particular aircraft.

6. Go-arounds are considered a normal flight maneuver. Advantage strongly supports pilot decisions to execute a go-around whenever landing conditions are unsatisfactory. Advantage members also are encouraged to regularly practice go-arounds, and go-arounds should be emphasized by flight instructors in all pilot training operations.

7. Members are prohibited from parking personal vehicles inside the fence line on airport property, including at the side of Advantage's facility, or at aircraft parking/tie down locations. Members may, however, drive to and briefly stop personal vehicles at an Advantage aircraft for purposes of loading and unloading people and baggage, subject to Palo Alto Airport rules regarding operations on airport property.

#### **IV. AIRCRAFT SCHEDULING, CHECKOUT AND RETURN**

1. All aircraft, flight instructor, simulator and other resource scheduling should be done through the online scheduling tool.

2. All cancellations of previously scheduled resources should, under most circumstances, be made more than 24 hours prior to the scheduled checkout time, or as soon thereafter as practicable. Members are expected to check out all scheduled resources within 45 minutes of the scheduled time. No-shows are inconsiderate to other members who may have wished to schedule a resource, and to owners who seek to have their airplanes rented. Accordingly, if a scheduled resource has not been checked out within the 45-minute window the reservation will be automatically cancelled by the system and the member will be responsible for a \$25 no-show fee for the first no-show, and a \$50 no-show fee for each no-show thereafter. No-show fees will be waived in the event the aircraft was not checked out due to weather conditions which exceed the member's safe minimums or other safety related issues.

3. All aircraft rental rates are "wet" rates (fuel and oil are included in the rental price) based on Hobbs hour meter time. In the event fuel prices are, in the Advantage's judgment, experiencing what may be a temporary price spike due to unusual market conditions, Advantage reserves the right to temporarily charge a fuel surcharge based upon the average number of gallons of fuel per hour consumed by any particular type of aircraft. In the event a fuel surcharge is in effect members will be notified via email and a

notice will be posted by the aircraft checkout kiosk. Members may purchase fuel and oil at other airports and members will receive a credit to their account upon verification of receipts that should be deposited in the box near the airplane key checkout boxes within 30 days of the airplane's return. All receipts must include member name, fueling location, fuel and oil quantify, and have the price per gallon for fuel and per quart for oil clearly indicated. Fuel reimbursement will be at the lesser of the actual price per gallon charged to the member and Rossi Fuel's posted fuel price at Palo Alto Airport. Issuance of credit for receipts submitted more than 30 days after airplane return will be in the sole discretion of the Officers.

4. Unless prior arrangements have been made with an Officer, members will be required to pay for a minimum of 2 flight hours per 24-hour period, or part thereof, that the aircraft is scheduled for any reservation in which the aircraft is not returned the same calendar day it is checked out. For example, a member checking out an aircraft early on a Friday morning, and returning it Sunday night, will be charged either 6 hours flight time or the actual flight time flown, whichever is greater.

5. For safety, a destination should be noted when checking out any airplane for a cross-country flight, and schedules in excess of two days should note the complete planned itinerary.

6. Any scheduled reservation longer than 5 days, or for which the planned flight would include time outside of California, must be pre-approved by an Officer or the Chief Pilot.

7. During flight only Advantage members may manipulate the controls and act as pilot-in-command of Advantage aircraft. Additionally, unless prior approval is obtained from an Officer or the Chief Pilot, the pilot-in-command shall fly in the left seat only.

8. All flight time and account numbers must be logged legibly in the aircraft's tach books and in the scheduling system when checking an airplane back in upon the conclusion of a flight.

9. When returning an airplane members should ensure that the airplane is tied down properly with (a) secure knots that do not slip if ropes are present, or (b) secure chains properly adjusted in length to remove slack, and, if chocks are available, chocked correctly. Members also should ensure that all personal effects and litter are removed from the airplane, control locks are installed, tow bars are stowed, seat belts are neatly stowed and windshield screens, cowl plugs and pitot tube covers (if present on pre-flight

or inside the airplane) are replaced. Members also should remove any pen or other marks on seats or other interior surfaces.

10. Members who are unable to return an aircraft back to Palo Alto Airport at the end of their scheduled time should promptly ensure that their schedule is updated to note the delay. To update a schedule members should not modify the current schedule, but rather should add a new schedule commencing immediately after the planned end the current reservation. The scheduling system will then automatically combine the reservations into a single extended reservation. Members returning to Palo Alto are encouraged to divert if weather conditions are below that in which the member is able to safely operate the airplane as pilot-in-command. However, members who are unable to return an airplane to Palo Alto Airport due to weather are solely responsible for returning the airplane as soon as conditions permit, and are responsible for all costs associated with such return, including ferrying and any other costs incurred by Advantage to retrieve the airplane, including second pilot fees, if the member is unable to effectuate the return on their own.

11. Members who are unable to return an airplane to Palo Alto Airport due to a maintenance issue caused by pilot negligence or fault are responsible for all costs associated with such return, including ferrying and any other costs incurred by Advantage to retrieve the airplane (including second airplane and pilot fees). If the maintenance issue developed in the absence of pilot negligence or fault, members are responsible only for the Hobbs time eventually incurred between the airplane location and Palo Alto Airport, but will not be responsible for other retrieval costs.

12. Only an Officer, the Chief Pilot, and the Director of Maintenance may authorize maintenance or repair of Advantage aircraft by a facility other than Advantage's own maintenance department

13. Any malfunction, trouble, or damage noted by a member during pre-flight, or during flight operations or on check in must be squawked in the scheduling system and, where appropriate, should also reported immediately to office staff, Chief Pilot, Director of Maintenance, or an Officer.

14. Members are responsible for any costs incurred by Advantage due to a member's careless procedures or abuse of an aircraft beyond normal wear and tear (including cleaning expense), the costs for which may be charged to the member's credit card on file.

15. Advantage aircraft may not be flown to Mexico under any



circumstances. Flights into Canada generally are allowed only with the prior approval on a case-by-case basis by an Officer or the Chief Pilot. Generally, for approval for flights into Canada, the aircraft owner must approve, and the member will need to: (a) have a minimum of 300 hours flight experience, be instrument rated, and have a minimum of 25 hours since checkout as PIC in the aircraft type to be flown; (b) pay for supplemental insurance coverage (to be obtained by Advantage) applicable to flight operations in Canada if not already included in Advantage's then current insurance policy; and (c) demonstrate proficiency in applicable (i) US CBP regulations and procedures, (ii) Canadian aviation regulations and procedures, and (iii) Canadian Border Services Agency regulations and procedures.

## **V. FLIGHT OPERATIONS**

1. Members are encouraged to fly all Advantage airplanes as if they were the owner of the airplane they are flying. Members should strive to follow all procedures recommended by the FAA, the airplane's pilot operating handbook, and flight instructors.
2. All members are responsible for conducting an appropriate pre-flight inspection prior to flying as pilot-in-command of any Advantage airplane. As noted in Section IV above, members should, prior to departure, squawk or advise an Officer, the Chief Pilot or the Director of Maintenance of any damage or inoperative equipment noted during the pre-flight inspection.
3. While it is important to practice for and be aware of potential in-flight emergencies, members are encouraged to practice emergencies when flying with a flight instructor rated for the class and type of aircraft flown.
4. No Advantage aircraft may depart from an airport if the weather minimums for that airport are below the departure airport's lowest published Instrument Approach Procedure approach minimums (if available) for which the subject airplane is equipped to fly.
5. No Advantage aircraft may be used for formation flying.
6. Unless authorized by an Officer or the Chief Pilot, Advantage airplanes may only land on public use airports listed in the FAA's current airport directory, and no landings may be made on dirt, gravel, grass, unimproved, or private runways without the prior approval of an Officer or the Chief Pilot. Absolutely no aircraft may be landed at the annual Burning Man event.

7. Touching an airplane's propeller(s) is limited to preflight inspection and straightening props to horizontal after flight, and for maneuvering an airplane into a tiedown spot by pushing on the propeller's hub (for clarity, not the spinner, which is easily damaged if used to move the airplane on the ground). Before touching any prop members must check to ensure that the mags and master switch are "off", with the keys in sight. All props should be treated as "hot". Members may not hand prop to start an airplane unless authorized to do so by an Officer, the Chief Pilot or the Director of Maintenance.

8. Advantage has a strict no smoking policy in Advantage facilities and in all Advantage aircraft. Any member violating this rule (in any manner, including vaping, and of any substance) in an Advantage airplane will be responsible for all costs of cleaning associated with removing any debris, odors or other effects of smoking, and their membership will be subject to suspension or termination. Members are responsible for their guests' compliance with this rule.

9. While animals are permitted in Club airplanes, all animals must at all times be in appropriate kennels, crates, cages, or other approved containers while in the airplane. Since some owners do not want animals in their airplanes, members should consult with the Director or Chief Pilot prior to carrying animals in flight.

10. Beverages and snacks may be consumed in Club aircraft, but members are responsible for ensuring all containers, wrappers and other debris is removed following flight to keep aircraft clean, and discourage pests and insects. Beverages must be in re-sealable, spill-proof containers. Members should not place beverages and snacks on any flight control surface during preflight inspections.

11. All aircraft windscreens should be cleaned only with Plexus, Prist or Pledge spray or other product supplied by the maintenance department, and wiped with DuPont window wipes, which are available at the front desk. Members should not use paper towels, rags (especially oily rags), any ammonia-based products such as Windex, or other unapproved materials to clean windscreens since these cause scratches and other damage. Similarly, only appropriate glass wipes and cleaning products supplied by Maintenance should be used on avionics screens, and only when absolutely necessary, to avoid scratching and other damage. Absolutely no sanitizing products should be used on avionics screens, and only non-alcohol based sanitizing products should be used on other interior surfaces and controls.

12. Taxi speeds should be kept low at all times. Taxi speed in the club area should be no greater than a fast walking pace, especially in cable rows. Airplane nose wheels should be kept on the centerline of the taxiway until engine shut down and the airplane is ready to be maneuvered into its tie down spot.

13. Spinning or swinging aircraft into parking spaces or to facilitate parking, taxiing over tie down spots, cables and ropes, and taxiing across tie down rows, is prohibited.

14. Absolutely no devices such as GPS receivers, cameras, tablets or other gear may be attached to the exterior or interior of any Club airplane without the prior explicit permission of an Officer, Chief Pilot or Director of Maintenance.

15. Advantage discourages pilots from flying lean-of-peak in Advantage aircraft other than Cirrus models, and then only in accordance with the airplane's pilot operating handbook. In aircraft with turbochargers, members are encouraged to manage turbine inlet temperatures to 1550 degrees or less.

16. Spins are prohibited in all Advantage aircraft other than Decathalons and Citabrias, regardless of aircraft certification.

17. Members should ensure that the master switch is placed in the "off" position immediately upon airplane shutdown. Members will be charged for battery recharge or replacement and all other related costs which result from leaving the airplane master switch in the "on" position after shutdown.

18. During pre-flight autopilot tests, the overriding of the autopilot servos through flight control manipulation is prohibited, since this has been shown to damage the servos. Pilots may, however, check other autopilot disconnect methods.

## **VI. FLIGHT INSTRUCTION AND STUDENT PILOTS**

1. The Chief Pilot or any Senior Flight Instructor (as defined in Section VIII) specifically designated by the Chief Pilot to perform a specific phase check may authorize a student pilot first solo flight. First solo flights must at all times be fully visually supervised by a flight instructor, where possible also should be monitored by radio, and are limited to flights in the pattern at Palo Alto Airport and to a maximum of three takeoffs and landings, plus unlimited go-arounds. All first solo students should demonstrate at least one executed go-around in addition to the required take offs and landings.

2. All student pilots must complete a pre-solo phase check administered by the Chief Pilot or by a flight instructor designated by Chief Pilot before a first solo operation conducted. No solo operations by the student pilot are permitted until a written report is submitted by the flight instructor administering the pre-solo phase check confirming that in the opinion of such flight instructor the student pilot is able to proceed with solo operations. This written authorization should be retained in the member's file. Thereafter student pilots must have limitations noted in their logbooks before further solo operations are conducted.
3. Student pilots must notify their assigned flight instructor prior to any solo operation and receive their instructor's permission to proceed. Upon arrival at the Club to perform a solo flight the student pilot must check in with any flight instructor present at the Club, show their solo operations limitations card and logbook and receive the flight instructor's approval for the flight.
4. Student pilots are not permitted to conduct solo flight operations after sunset, before sunrise or outside of club business hours (9:00am to 5:30pm, 7 days a week) unless the student pilot's assigned flight instructor is present at the Club, authorizes the solo flight and remains at the Club until the completion of the solo flight and airplane shutdown.
5. Student pilots may not perform solo touch-and-go landings on runways shorter than 3000 feet in length. For clarity, no student pilot solo touch-and-gos are permitted at Palo Alto Airport – all student solo operations at Palo Alto should be full stop landings with taxi back.
6. No student pilot may fly solo if (i) more than 14 days have passed since such student's last flight, or (ii) more than 21 days have passed since such student's last flight with a flight instructor.
7. No student pilot solo operations are permitted in Class Bravo airspace.
8. Student pilot solo operations are not permitted if flight conditions are worse than any of the following parameters:
  - a. Pattern Work: winds 15kts, crosswinds 8kts, visibility 5SM, ceiling 2,000 feet AGL
  - b. Air Work: winds 15kts, visibility 10SM, ceiling 5,000 feet AGL
9. Student pilots must complete a pre-checkride phase check with the Chief Pilot or a flight instructor designated by the Chief Pilot before taking

any practical test. Phase checks should be completed at least two weeks prior to any scheduled FAA checkride. Flight instructors sending student pilots for a phase check should complete a full pre-solo or pre-checkride review with their student, including both ground and flight operations, prior to the phase check.

## **VII. MOUNTAIN FLYING**

1. Mountain flying can be a rewarding experience but presents additional challenges for pilots to ensure safe flight operations. Accordingly no member may operate Advantage aircraft if flying over mountainous terrain (a) above 6,000 feet MSL (regardless of airport operations) unless transiting over such terrain to a non-mountain destination, and while maintaining at all times a minimum of 2000 feet of vertical clearance over any terrain within a 4 mile radius, or (b) taking off or landing at any airport with a density altitude greater than 3,500 feet (collectively referred to as “Mountain Flying”), unless the member has received a mountain flying checkout in compliance with the following rules.
2. Members must receive a mountain checkout from the Chief Pilot or a flight instructor designated by an Officer or Chief Pilot prior to any Mountain Flying. Members must have obtained a private pilot certificate and logged a minimum of 50 hours as pilot-in-command following receipt of their private pilot certificate before obtaining a mountain checkout.
3. Upon completion of a mountain checkout, members may only exercise their Mountain Flying privileges in aircraft of equal or greater horsepower than the aircraft in which they received their mountain checkout.
4. Only Advantage aircraft with a rated horsepower equal to or greater than 201 HP may land at airports with a density altitude greater than 3,500 feet. For clarity, the Diamond DA-40 is rated for 180 horsepower and thus may not be used for Mountain Flying.
5. No Advantage aircraft may be used for Mountain Flying at night, unless approved in advance by an Officer or Chief Pilot.
6. No Advantage aircraft may be used for Mountain Flying in Instrument Meteorological Conditions unless approved in advance by an Officer or Chief Pilot.
7. Members who plan to engage in Mountain Flying in compliance with these rules are encouraged to notify an Officer or Chief Pilot before departing on flights in which Mountain Flying is anticipated.

## **VIII. FLIGHT INSTRUCTORS**

1. In order to ensure Advantage is able to properly safeguard aircraft entrusted to Advantage by aircraft owners, only flight instructors authorized by Advantage, in its sole discretion, may provide flight instruction in Advantage aircraft.
2. Flight instructors who wish to provide flight instruction in Advantage Aircraft must:
  - a. have received and passed a flight instructor checkout provided by an Officer, Chief Pilot or their designee;
  - b. have met with and received a new flight instructor briefing from the Chief Pilot, during which the flight instructor will be expected to demonstrate familiarity with, among other qualifications, practical test standards, local airspace, and these Rules and Regulations, and
  - c. attend all mandatory flight instructor meetings (which are held 2-3 times per year).
3. Flight instructors must receive approval from an Officer or the Chief Pilot for each aircraft make and model in which they wish to provide flight instruction services.
4. All flight instructors must maintain currency in Advantage aircraft by flying as a pilot or flight instructor in an Advantage aircraft at least once every 90 days. Advantage's management system will automatically suspend flight instructor privileges if currency is not maintained. Flight instructor privileges that are suspended for lack of currency may be reinstated only by an Officer or Chief Pilot, and such reinstatement generally will require an in person meeting with the Chief Pilot.
5. Flight instructors are responsible for ensuring that all required student documentation is provided to Advantage for inclusion in their student's record, include authorization forms, tests, checkout forms, endorsements, etc.
6. For purposes of these Rules and Regulations, a Senior Flight Instructor is any certified flight instructor who has logged a minimum of 1500 hours of dual instruction provided.

## **IX. AIRCRAFT CHECKOUT REQUIREMENTS**

1. Specific aircraft checkout requirements are listed in the Checkout

Requirements list (often referred to as the “Checkout Requirements”), which is available at the front desk and online. In general, more complex and higher performance aircraft will have greater pilot experience requirements. These requirements are intended to enhance member safety and proficiency, and to ensure Aircraft owners’ investments’ in their airplanes are safeguarded.

2. Exceptions to the Checkout Requirements may only be made by an Officer or Chief Pilot.