

## Introduction

Our goal is to provide the safest, most affordable, and most enjoyable flight training and aircraft rental you'll ever experience. But we need your help. Please read these rules and procedures carefully, and please follow them at all times. Failure to follow these rules may result in disciplinary actions including fines and/or termination of club membership. Remember, if you have any questions, please ask. We're here to help. **These rules may be changed at any time, with or without notice. All members are required to familiarize themselves with all Club Rules at all times.**

## General Rules

1. All club members must comply with all Federal Aviation Regulations, regulations and ordinances of Hayward Airport, and all regulations and ordinances of any airport to or from which you operate.
2. All club members must operate all aircraft in accordance with the Pilot Operating Handbook or Airplane Flight Manual, and all required placards, in a safe and courteous manner.
3. All club members must immediately report any accident, incident, technical issue, or any violation, citation, or other action by the FAA or a law enforcement agency, arising from your operation of any aircraft, to club management.
4. All club members must ensure that club aircraft under your control are not operated outside the contiguous borders of the continental United States unless prior written permission has been received from club management.
5. Ensure that club aircraft under your control are not operated for compensation or hire and are not operated by any person other than authorized by club management.
6. All club members must pay California Airways for services rendered at the conclusion of each flight, or when services are rendered. Failure to pay outstanding balances will result in a lock on the member's scheduling account. Penalty interest will accrue at a rate of 1.5% per month on all unpaid balances. Members will also be responsible for any and all legal and/or administrative costs incurred by California Airways to recover unpaid balances (including but not limited to attorney fees).
7. All club members must, at any time, receive remedial flight and/or ground instruction if, in the opinion of a club-designated CFI, it is warranted. If there is a dispute, the decision of the Chief Flight Instructor is final.
8. At any time, California Airways may choose to terminate a customer's membership. As a privately-held business, we reserve the right to refuse service to any person.
9. In order to be reimbursed for any maintenance costs, renters must land and service aircraft at airports with onsite maintenance facilities. If renters are flying to airports that do not have on site maintenance facilities, the renter will bear full responsibility for all maintenance costs and have no expectation of reimbursement from California Airways. This rule does not apply in emergency situations, nor is it intended to interfere with pilot decision making. If the renter wishes to operate to/from airports without on site maintenance facilities using aircraft operated by California Airways, they must inform California Airways

before assuming command of the aircraft. California Airways, in its sole discretion, may elect to reimburse maintenance costs should they arise from flying to/from these airports.

### Initiation Fees & Monthly Club Dues

1. There are no initiation fees to join California Airways.
2. Monthly dues of \$25 are payable once per month, only in the months that a member flies. Dues will normally be assessed upon the first rental in a particular month. If the member does not fly in a particular month, no dues are assessed.
3. Club members who do not pay dues will have their account locked and membership privileges suspended until dues are paid.
4. Members who have purchased a package training program (either Part 61 or Part 141) are exempt from club dues for the duration of their program.

### Requirements for Solo Rental

1. Prior to renting a club aircraft solo, a member must receive a checkout from a club-designated CFI in each model of aircraft that the member plans to operate solo or without a club-designated CFI onboard. **Additionally, the member must possess, maintain, and submit proof of, aircraft rental insurance with a minimum of \$20,000 physical damage coverage to California Airways prior to any solo rentals.**
2. Members must also meet the minimum certification and pilot experience levels mandated by our insurance providers. This document is available on our website ([www.california-airways.com](http://www.california-airways.com)) and is posted in our office.
3. For each aircraft that a member plans to operate as pilot-in-command, the member must complete a written familiarization sheet and have it approved by a club-designated CFI, prior to solo operation or operation without a club-designated CFI onboard.
4. At the discretion of the club-designated CFI who conducted a member's flight checkout, a member may be authorized to rent certain aircraft models solo, without completing an additional flight checkout in that aircraft. The member must, however, complete a familiarization sheet for that aircraft, and must have previous logged flight experience in that make and model of aircraft. For example, a checkout in a Cessna 172 usually allows a pilot to operate a Cessna 152 without an additional flight checkout, as long as that pilot has prior experience in a Cessna 152. If there is a dispute, the Chief Flight Instructor's decision is final.
5. For Part 61 student pilots only: Prior to solo flight, members must complete a pre-solo phase check with a club-designated CFI (other than the member's regular CFI).
6. For Part 61 student pilots only: Prior to solo cross-country flight, the member must complete a pre-solo cross-country phase check with a club-designated CFI (other than the member's regular CFI).
7. Part 141 students have separate phase-check requirements, as detailed in California Airways' Part 141 Training Course Outlines.

8. **All solo-students are required to place a note in the Flight Circle scheduling system for each reservation indicating 1) what the member is planning to do (i.e. maneuvers in the practice area); and/or 2) where the member is going to fly (i.e. KHWD – KSAC – KHWD).**

### **Currency Requirements**

1. In addition to the recency-of-experience requirements mandated by 14 CFR Part 91, California Airways requires that all members renting an aircraft solo (or without a club-designated CFI onboard) comply with the following:
  - a. Logged pilot-in-command flight time in a California Airways aircraft within the previous 60 days as pilot-in-command. In the case of high-performance, complex, or multiengine aircraft, within the previous 45 days. Any member not meeting this currency requirement must satisfactorily demonstrate proficiency to a club-designated CFI. This proficiency check can be limited to three landings in the aircraft, at the discretion of the CFI.
  - b. Under no circumstances will a club member be allowed to rent aircraft solo (or without a club-designated CFI onboard) if a club-designated CFI determines that the member needs additional flight and/or ground instruction prior to solo rental.

### **Scheduling Procedures & Cancellation Notices**

1. All aircraft and flight simulators should be scheduled via our online scheduling system at FlightCircle.com. If the member does not have Internet access, they call our office at 510-887-7686 during business hours and California Airways will schedule the resource for the member.
2. If a member needs to change or cancel a flight booking, they must do so more than 24 hours prior to departure time.
3. Cancellations made less than 24 hours prior to departure, and that are not caused by medical, weather, or mechanical issues, will be assessed a cancellation fee equal to one hour's dry rental rate for that aircraft.
4. Prior to renting an aircraft overnight, advise club management of the member's destination. This information may be typed in the comment box on our reservation system.
5. If the member plans on starting or ending their rental period outside normal club business hours, the 'lockbox' outside our office will usually be used to pick up and deposit your aircraft's pouch. The combination is available from the California Airways office. If the member plans on leaving late at night or early in the morning, they must call the California Airways office on the day of departure and ask a staff member to put the aircraft pouch in the lockbox.
6. The member must return the club aircraft promptly at the end of the reserved period, unless permission to extend the reservation has been granted by either club management or the club member who has the airplane scheduled after the member. (In case of dispute, the member should make sure to have the name of the person who granted the extension.)

7. A separate rental agreement will be required for all trips exceeding 500 nm one-way distance from Hayward Airport, or those trips expected to last more than 20 Hobbs hours. This agreement is available on the club's website at [www.california-airways.com](http://www.california-airways.com), or the main office.
8. If a member is expected to be late for their rental in excess of 15 minutes, they must inform California Airways immediately. Failure to do so may result in the reservation being cancelled.
9. **All rental reservations must contain departure and destination information, including any and all stopovers, in the comments section.** This is to ensure that California Airways can be readily available to provide assistance to all members. This is mandatory.

### Required Preflight Actions

1. In addition to the preflight actions required by the Federal Aviation Regulations, California Airways members are required to:
  - a. File a flight plan with a nearby FSS for any trip exceeding 100 nm one-way distance from Hayward Airport by day, or 50 nm by night.
    - i. Alternatively, **flight following may be used if not being flown under instrument flight rules.**
  - b. Prior to each flight, check the aircraft 'squawk' board in the club office for written mechanical discrepancies.
  - c. Prior to each flight, check the aircraft maintenance status board in the club office to verify compliance with all FAA-required inspections and maintenance.
  - d. Prior to each flight, perform a weight & balance calculation for the proposed flight.
  - e. Prior to each flight outside the Hayward Airport traffic pattern, receive a weather briefing, including but not limited to, weather information, TFRs, NOTAMS, and all other related information.
  - f. Remember that the Federal Aviation Regulations state that the pilot-in-command is responsible for performing these preflight actions. California Airways cannot and will not be held responsible for violations or other problems caused by a member's failure to properly perform these preflight actions.
  - g. If the member notices damage to the aircraft or other discrepancies, **the member must** report the problem to the California Airways office prior to flight.
  - h. All members are required to thoroughly inspect the aircraft for damage prior to taking possession of, and operating, the aircraft.

### Ramp Procedures

1. Prior to starting the engine, a member may pull the aircraft out of its tiedown spot and point it so that its tail is not aimed at nearby parked aircraft. This is best accomplished by turning the airplane through 90 degrees and lining it up with the ramp centerline. This rule does not apply to any California Airways operated multiengine aircraft.

- a. Alternatively, members may start the engine in the aircraft's parking position if it is reasonably assured that no damage will occur to the aircraft or any other aircraft on the ramp.
2. Please be courteous and mindful of other ramp tenants.
3. Trash cans are located on the Green Ramp.
4. Read the POH carefully; There is a composite prop on some aircraft and different procedures may apply. In such cases, members must not pull or push the aircraft via the prop.
5. Aircraft oil and oil funnels are located in the California Airways club office. If a member uses the extra quart of oil that is provided in each aircraft, they must report that use to club management so that they may replace the oil.
6. Cans of Pledge cleaner and soft microfiber towels are provided in each aircraft. Please use these, NOT glass cleaners, to clean aircraft windshields.
7. Please do not leave minors unattended in the aircraft at any time. Repeated violations of this policy will result in membership termination.
  - a. Please do not allow any minors to play with, or in the proximity of, the propeller, engine, or any part of the aircraft that is hot, such as any engine exhaust areas or the pitot tubes.
8. All members must exercise caution and taxi the aircraft at a walking pace on any non-movement area so as to ensure the safety of all ramp personnel. Members must be mindful of the fact that non-movement areas are not controlled by ATC and thus, may present multiple hazards in the form of vehicles, personnel and other foreign objects that may interfere with the safe operation of the aircraft.

### **Noise Abatement Procedures**

1. Members must comply with all published noise abatement procedures for all airports at which you operate. At Hayward Airport:
  - a. No touch-and-gos or stop-and-go operations on Runway 28R at any time without prior authorization from the Chief Instructor or CFI. Only full-stop landings are allowed otherwise.
  - b. No touch-and-gos or stop-and-gos are allowed on any runway before 8:00 a.m. or after 9:00 p.m. On Sunday mornings, no touch-and-gos or stop-and-gos are allowed before 10:00 a.m. on any runway.
  - c. High-performance and multi-engine aircraft must use Runway 28L for departure, unless previously authorized by the Chief Instructor or a CFI.
  - d. Safety permitting, start the crosswind turn before the golf course so as to avoid overflying houses.

### **Accidents, Incidents, and Insurance**

1. California Airways requires that all pilots purchase aircraft renters' insurance, available through Aviation Marine (<http://www.aviation-marine.com/>).
2. California Airways' club insurance is designed to protect the aircraft owners and the club. It is not designed to specifically protect the member, the renter. If the member is operating a California Airways aircraft and any form of damage or injury occurs, the insurance company may 'subrogate' against the member (i.e. sue the member for damages) if there is evidence that the incident was due to



pilot error or negligence. If the member does not have separate renters' insurance, and is involved in an incident or accident that results in an insurance claim, the member may be held liable for all costs arising from the incident/accident.

3. The member will need to agree to pay all damages to any aircraft dispatched to them belonging to or managed by California Airways in the case of an incident or accident, whether in the air or on the ground when it is caused by the member (moving or non-moving). Minimum non-owned coverage amounts are: \$20,000 for all aircraft.

### Postflight Procedures

1. When taxiing in at the end of a flight, members must not turn the aircraft while the engine is running so that its tail points at the tiedown space. The member may shut down the engine and push the aircraft back into its tiedown space by turning it through 90 degrees. The member may also taxi the aircraft into the parking position if doing so is reasonably safe and will not damage any other aircraft.
2. Please fasten the seatbelts neatly.
3. Please lock the cabin doors (assuming the lock is operative.)
4. Please tie the aircraft down and chock each tire.
5. Please place the sun shade on the aircraft's windshield.
6. Please ensure that the **master and avionics switches are off**.
7. The penalty for leaving the control lock unsecured is \$25 per occurrence.
8. The penalty for not tying down the aircraft is \$25 per occurrence.
9. The penalty for leaving trash and/or food in the aircraft is \$25 per occurrence.
10. The penalty for leaving the master switch on is \$400 for the first occurrence, \$1,000 for the second occurrence. A third occurrence will result in termination of membership. There will be no exceptions to these policies.
11. If an infraction occurs while a CFI is giving instruction, the CFI, not the student, shall be liable for the associated fines.
12. The member must ensure that the aircraft is fueled after each flight. A \$10 service charge will apply to aircraft that were not refueled. Meridian is reachable on 129.275 or 510-674-2500. If the flight arrives after hours, members must leave a note in the aircraft "box" and leave a voice message to Meridian at the aforementioned phone number. Meridian will then fuel the aircraft first thing in the morning.

### Refund Policy

1. It is the policy of California Airways to return upon request any unused portion of funds that a pilot has applied on to their account for lessons or aircraft rental if the request is made within thirty (30) days of deposit. In the event that a customer requests a refund of the unused portion of funds beyond thirty (30) days of deposit, California Airways will charge a fee equal to 20% of the remaining unused portion of funds.