

## Introduction

California Airways LLC strives to provide you with a safe, affordable and comfortable aircraft rental experience. To help us serve you and your fellow club members, please familiarize yourself with these rules and follow them at all times. Please note that **rules are subject to change with or without notice at any time**. Failure to comply with these rules may result in required remedial training, fines, suspension/termination of membership, or other action.

## General Rules

1. As rules are subject to change with or without notice, reviewing these rules is a required preflight action before every flight.
2. You must comply with all federal, state and local laws, including but not limited to Federal Aviation Regulations and local noise ordinances.
3. You must operate aircraft in accordance with the Pilot Operating Handbook or Airplane Flight Manual, all applicable supplements and STCs, and all required placards.
4. You must report any accident, incident or technical issue involving any club aircraft to club management. The FlightCircle squawk system is the **only** official, proper place to record aircraft "squawks".
5. You must report any violation, citation or action taken against you by the FAA or any other law enforcement agency arising from your operation of any aircraft to club management prior to operating any club aircraft.
6. You must not operate any club aircraft outside the borders of the contiguous United States (the "lower 48") unless prior written permission is given by club management.
7. You must not operate the aircraft, or permit an aircraft under your control, to be operated for compensation or hire. You must not operate the aircraft for any "rideshare" companies such as Blackbird.
8. You agree that you (or, for student pilots, your California Airways LLC approved flight instructor) are solely responsible for the aircraft from the time the keys to the aircraft are issued to you until the keys are returned to California Airways LLC staff.
9. You agree to pay California Airways LLC for all services rendered at the conclusion of each flight or when services are rendered. Failure to pay outstanding balances will result in the restriction of the users scheduling account. Interest on unpaid balances will accrue at a rate of 3% per month. You will also be responsible for all legal and administrative costs incurred in the recovery of unpaid balances.
10. You will be required to perform remedial flight or ground training if, in the opinion of California Airways LLC management or an approved CFI, it is warranted. You agree to be responsible for all costs of this remedial training including but not limited to aircraft rental and CFI hourly fees.
11. California Airways LLC is a private company and, as such, reserves the right to refuse service or terminate a customers membership at any time.
12. A valid, unexpired credit card must be kept on file at all times, even if you intend to pay with cash or check. You authorize us to bill any outstanding balances, fines, fees, or after-hours

flights to this credit card unless prior arrangement has been made with management. Your account may be subject to suspension or revocation if attempts to charge this card fail.

13. Packages which provide a discounted or block rate for use of California Airways training equipment or simulators (“sim packages”) are available only to active California Airways members having flown at least 3 flights in California Airways aircraft in the past 3 months, or those actively using a California Airways approved flight instructor. Hours spent in a simulator receiving flight instruction from an instructor not approved by California Airways will be billed at the simulators hourly rate regardless of the purchase of a package.

## Initiation Fees & Club Dues

1. There are no initiation fees to join California Airways LLC.
2. A member who is returning to California Airways after their account was suspended or revoked must pay any account balances and interest in full before they will be permitted to return.
3. California Airways LLC reserves the right to charge each member a \$25 / month membership fee only for the months in which a renter flies. If you do not fly for a particular month, no membership fee will be assessed. Members who participate in simulator-only or ground-only training (no flight) may be exempt from this fee at the discretion of management.

## Requirements For Solo Rental

Note: “Solo” here refers to the intention to operate an aircraft as Pilot In Command without a California Airways LLC approved flight instructor on board.

1. Prior to renting any club aircraft solo, you must receive (at your own expense) a checkout in that model and cockpit style (see rule 2) of aircraft with a California Airways LLC approved flight instructor. The requirements and duration of this checkout are at the discretion of the instructor. Additionally, you must possess, maintain and submit proof of aircraft rental insurance with a minimum of \$20,000 physical damage coverage. You must also meet the minimum certification and experience levels required by California Airways’ insurance provider. These minimums are available on request.
2. If you have been checked out in a conventional-instrument cockpit aircraft, you must also complete a checkout in the same model of aircraft equipped with a glass cockpit (i.e. G1000) before solo rental of the glass cockpit aircraft. If you only possess a checkout in a glass cockpit aircraft, you must complete a checkout in the same model aircraft with conventional instruments.
3. At our discretion and factoring in your experience level, California Airways LLC may permit checkouts in similar models of aircraft to satisfy rules 1 & 2. For example, we may allow a renter checked out in a conventional-gauge Cessna 172 and a G1000-equipped Cessna 182 to rent a G1000-equipped 172 without further checkout.

4. If you hold a student pilots license you must complete a California Airways LLC approved dispatch sheet before every flight, regardless of destination. You must also place a note in the scheduling system as to the type of operation (pattern work, cross country, etc) and the destination and route of flight.
5. You must comply with all currency requirements listed in 14 CFR part 91. In addition, you must have logged flight time in a California Airways LLC operated aircraft within the past 90 days (45 days for high-performance, multi-engine or complex aircraft). If you have not logged this flight time, you must satisfactorily demonstrate proficiency to a California Airways LLC approved instructor. The nature of this checkout is at the discretion of the instructor. If this demonstration is deemed unsatisfactory, you may not rent any club aircraft until remedial training has been received and the instructor deems you performance satisfactory.

## Scheduling & Cancellation

1. All aircraft and simulators must be reserved via online scheduling at FlightCircle.com.
2. If the California Airways front desk is open, you (being the person who's name is on the reservation) must personally retrieve and return the keys to the front desk.
3. Aircraft keys must be picked up promptly upon the start of a reservation. Reservations which have not been dispatched within 15 minutes of the reservation start time are subject to cancellation.
4. The aircraft must be returned to its parking spot with all postflight procedures complete, and the keys returned to the California Airways front desk, before the end of the reservation. If the keys are not in the possession of California Airways (either the front desk or after-hours box) by the scheduled end of the reservation, late fees will apply per the Schedule Of Fees & Fines.
5. Cancellations not related to weather or maintenance must be made at least 24 hours prior to the flight. Such cancellations made within 24 hours of the flight will be assessed a cancellation fee in accordance with the Schedule of Fines & Fees. No fines or fees will apply to schedules cancelled due to weather or maintenance.
6. While we are happy to accommodate longer rentals for the purposes of day trips, etc. all reservations longer than 3.5 hours must have their destination and purpose (i.e. "lunch in MRV") entered in the notes section of the reservation. Reservations longer than 3.5 hours without destination and purpose notes are subject to cancellation.
7. Rentals longer than 24 hours will be billed a minimum of 3 hours flight time per 24 hour period the rental is reserved, and must be approved by management. For example, a 4-day reservation returned with 5 hours on the aircraft will be billed for 12 hours.
8. If your reservation is cancelled, or the times or aircraft modified, a FlightCircle email will serve as your only notification that your reservation is no longer possible. It is your responsibility to verify that your schedule is still valid before traveling to the airport. Due to the number of reservations that unplanned maintenance can displace, California Airways may not call or automatically reschedule you.
9. We reserve the right to modify your schedule in time or aircraft to ensure maximum availability for all members.

10. To ensure that our students have continued availability to world-class instruction, the following priority for types of aircraft will apply for schedules. In addition, we may cancel flights in a specific aircraft to make availability for scheduled FAA checkrides.
  - a. FAA checkrides
  - b. Student phase-checks
  - c. Part 141 students in Part 141 approved aircraft
  - d. All other flights
11. In times of heavy scheduling when aircraft availability is limited, California Airways reserves the right to bill all reservations at half the reservation time or the HOBBS time, whichever is greater. This will be assessed on a case-by-case basis and communicated before the start of the reservation.
12. We do not guarantee availability in any specific aircraft for any flight except scheduled FAA checkrides. California Airways LLC management and staff shall not assist you in modifying others' schedules to create availability in a certain aircraft. We will, however, modify schedules to the best of our availability to place you in a certain type of aircraft (i.e. carbureted 172, DA40 with G1000, etc).

## Required Preflight Actions

1. You must perform all preflight actions required by the Federal Aviation Regulations and the POH of the aircraft, including but not limited to:
  - a. Weather briefings.
  - b. Weight & balance and performance calculations.
  - c. Filing any required flight plans.
  - d. Verify your compliance with currency requirements.
  - e. NOTAMs, TFRs, and the status of restricted airspace.
2. You must personally check the squawk system and maintenance logs or maintenance status board to verify the aircraft is airworthy for the intended flight.
3. Inspect the aircraft, including the baggage compartment, for damage, cleanliness, and proper postflight of the previous renter. After you have begun your flight, you will be held responsible for all unreported damage, garbage, or other such conditions. In managements discretion, you may be entitled to a reward in the form of an account credit for reporting previously unreported damage or improper postflight of the last renter.
4. Oil is located in the "after-hours" box on the ramp. You will not be billed for oil used for your flight, however, you are required to log the oil added in the aircraft book. Use ONLY paper towels and provided paper funnels for adding oil. Do not under any circumstances use microfiber cloths for oil. Used paper towels, oil funnels and containers are to be disposed of in provided trash cans and must not be placed in the aircraft for any reason.
5. Microfiber cloths and Pledge cleaner are also provided in the after-hours box or in the rear of the aircraft for cleaning windshields and other aircraft surfaces. ONLY use a clean, unsoiled cloth for cleaning windshields and screens. To protect the anti-glare coating, do not use Pledge or any other cleaner on any GPS or avionics displays.

6. Monitor minors and other non-aviation personnel on the ramp at all times. Remember that your friends or children may not recognize the danger posed by spinning propellers or the sensitivity of fragile aircraft equipment such as pitot tubes.
7. You must not put any bikes, scooters, or other such heavy cargo in the rear seat due to the possibility of damaging the seat upholstery. Bikes are only permitted in the cargo compartments if they are entirely covered and secured in such a way as to not damage the interior or expose the interior to grease or soil.
8. Animals such as dogs and cats are permitted in the passenger or cargo compartments only if they are secured and the interior is protected against scratches, messes and damage. You agree that your account will be charged the full cost of cleaning/repairing an aircraft due to carriage of an animal.
9. Do not attach any devices to the inside or outside of the aircraft using suction cups or adhesive mounts. Mounts for electronic devices using large suction cups can damage the plexiglass windows and are expressly prohibited.

## Noise Abatement & Landing Fees

1. You must comply with all published noise abatement procedures for all airports. A copy of the Hayward noise abatement policy is available upon request.
2. California Airways LLC will automatically charge your account to pay for any fines, landing fees, or other bills that we receive that occurred during your scheduled reservation.

## Accidents, Incidents & Insurance

1. You are required to hold a renters insurance policy of \$20,000 physical damage insurance through a reputable vendor.
2. Our insurance is designed to protect the club, our employees, and our aircraft owners. In the event of any damage, our insurance may subrogate (sue for damages) against you if there is evidence the damage was caused by your error or negligence. If you do not have renters insurance, you may be held liable for the full amount of these damages.
3. You agree to pay in full all damages to any aircraft owned or managed by California Airways LLC and dispatched to you, whether in the air or on the ground when it is caused by you.
4. You agree that your flight may be monitored by flight data recorders, for example, a G1000 or a JPI engine monitor. You agree that if, in the opinion of a California Airways approved mechanic such data shows that your direct actions during your flight caused damage to the aircraft, to pay for all such damages. You agree that your account may be billed for the full cost of repairs with or without notice upon such a determination by an approved mechanic.

## Postflight Procedures

1. You must postflight the aircraft in accordance with checklists, instructions, and placards provided by the manufacturer and California Airways LLC.
2. You must legibly record the date, your name, starting and ending tach, starting and ending HOBBS, and oil used in the aircraft book. If you purchased fuel during the flight, you must write your name on each receipt and put it in the box as well.
3. You must perform the following postflight items after each flight:
  - a. Aircraft properly positioned in appropriate spot, chocked and chained
  - b. Parking brake off
  - c. Do NOT lock doors
  - d. Windshield clean
  - e. Control lock in
  - f. Master off
  - g. Trash removed, cockpit and seatbelts tidy
  - h. Provided sunshades / covers in place
  - i. Call for fuel & ensure the aircraft is fueled
4. If you apply the parking brake on the aircraft, you will be responsible for all damages to brake systems and equipment that arises from attempting to tow the aircraft.
5. You are responsible for all damage to flight control surfaces arising from failure to install the control lock, which can be in the tens of thousands of dollars.
6. Failure to complete any required postflight item will result in fines or action in accordance with the Schedule of Fees & Fines. In the event the failure occurred during a training flight with a student pilot, the fine or action will apply to the flight instructor.

## Fuel Reimbursement Policy

California Airways LLC will reimburse to your account the value of fuel purchased off-field, with the following conditions:

1. We will reimburse only for physical receipts provided to the front desk staff that clearly state the tail number of the aircraft, price per gallon of fuel, and gallons purchased.
2. Fuel will only be reimbursed up to the per-gallon price offered by our vendors at Hayward Airport and clearly posted at the California Airways front desk.
3. We will not reimburse for any other items on the fuel receipt such as landing fees, security fees, parking fees, etc.
4. Receipts presented after the flight has been checked in and billed will be reimbursed as a credit to your account only and will not be refunded to your credit card or in cash.

## After-Hours Operations

1. If you have an aircraft scheduled when the California Airways front desk is closed (usually 5PM – 9AM), you will pick up the aircraft keys and book in the white “after-hours” box on the ramp. The code to this box, along with access to the airport, will be provided upon request.
2. If you return from a flight when the front desk is closed, you must deposit the aircraft keys and book in the after-hours box, even if your flight instructor has keys to the California Airways office. Under no circumstances should you leave the aircraft book in the plane or attempt to deposit it through the office mail slot.
3. Under no circumstances should you return the aircraft book to the after-hours box if the front desk is open. Fines will apply if the book is not returned on time.

## Schedule Of Fees & Fines

California Airways LLC reserves the right to automatically apply the following fees and fines to your account, and to bill the credit card on file. You agree that you may be billed without notice, and that the decision of management is final.

<b>Monthly dues</b>	\$25/month
<b>Cancellation &lt; 24 hours</b> (not weather or maintenance)	1 hour of flight time
<b>Parking brake on</b>	\$50 + damages
<b>Control lock not installed</b>	\$100 + damages
<b>Aircraft not properly chained &amp; chocked</b>	\$25
<b>Master left on</b>	\$400 first occurrence \$1000 second occurrence Third occurrence = termination of membership
<b>Trash / windshield not clean</b>	\$25
<b>Oiled trash (rags, containers, funnels)</b>	\$100
<b>Keys returned late</b>	\$20 per 15 minute delay
<b>Keys returned improperly / left in aircraft</b>	\$25
<b>Aircraft not fueled after flight</b>	\$80