

HARDROCKER FLYING CLUB, INC. BYLAWS AND REGULATIONS

- AMENDED -

(AMENDED January 9, 2008)

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HARDROCKER FLYING CLUB, INC. BYLAWS AND REGULATIONS

(AMENDED January 9, 2008)

ARTICLE I.

The Hardrocker Flying Club

Section 1. Purpose

The purpose of Hardrocker Flying Club, Inc. (hereafter “Club” or “HFC”) is to conduct itself in accordance with its Articles of Incorporation and these Bylaws as a South Dakota not-for-profit corporation. The Club promotes aviation safety and education, and conducts fellowship meetings and social activities. The Club provides an aircraft for use by its members in non-commercial aviation in accordance with all Federal Aviation Administration (hereafter “FAA”) rules and regulations and other applicable laws. Additionally, the Club promotes good will on behalf of the South Dakota School of Mines & Technology (hereafter “SDSMT”).

Section 2. Non-Discrimination

The Club does not discriminate in membership selection, officer election, or other appointments or practices of organizational activities on the basis of race, color, national or ethnic origin, military status, gender, religion, age, sexual orientation, political preference or disability. Membership in the Club shall not be restricted due to race, sex, religion, color, national or ethnic origin, age, disability, military service or sexual orientation, in compliance with Federal law, including the provisions of Title IX of the education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

ARTICLE II.

Membership

Section 1. Membership Categories

The members of the Club shall be divided into four categories:

- A. **“Student Non-Flying”** membership in the Club may be held by any full or part-time student of SDSMT. Student Non-Flying members may not use or pilot Club aircraft. Student Non-Flying members are eligible to be elected to and sit on the Club’s Board of Directors (hereafter “Board”).
- B. **“Student Flying”** membership in the Club may be held by any full or part-time student of SDSMT. Student Flying members may use and pilot Club aircraft either as a student pilot or as an FAA licensed pilot. Student Flying members are eligible to be elected to and sit on the Board.

C. **“Affiliate”** membership in the Club may be held by any staff, faculty or alumni of SDSMT, and their immediate family members. Affiliate members may use and pilot Club aircraft either as a student pilot or as an FAA licensed pilot. Affiliate members are eligible to be elected to and sit on the Board.

D. **“Associate”** membership in the Club may be held by persons not covered in the three membership Categories discussed above. An application for Associate membership must be endorsed by a Club Officer or Boardmember, and such application must be approved by the Board. Associate members may use and pilot Club aircraft either as a student pilot or as an FAA licensed pilot. Associate members are eligible to be elected to and sit on the Board. Associate members shall be entitled to all privileges accorded other Club members with the following exceptions:

1. Holding any office with the exception of the Maintenance Officer, and
2. Voting on any amendments to these Bylaws and Regulations.

Section 2. Membership Classifications

Membership categories shall be divided into four classifications:

A. **“Active”**: Active members shall be tendered all Club privileges and benefits. An applicant for Active membership shall submit to the Club Treasurer a Club application along with the appropriate initiation fee, key deposit, first month’s dues, and a signed insurance statement. Student Non-Flying members need not submit the initiation fee, key deposit, or insurance statement.

All members in all categories shall be considered “Active,” and will be assessed appropriate monthly dues until such time as the member notifies the Club Treasurer (in person, in writing, or via telephone) of his/her desire to become inactive (see below) AND has submitted his/her aircraft and hangar keys to a Club Officer.

B. **“Inactive”**: Inactive members will not be assessed monthly dues. Inactive members shall be tendered all Club privileges and benefits accorded any active member with the following exceptions:

1. Voting on Club issues or motions,
2. Using any Club equipment.

Inactive members may resume active status by submitting a new application and a new, signed insurance statement, and by making payment of the key deposit and one full month’s dues (for the month in which the member intends to become active.)

NOTIFICATION of INACTIVE STATUS

To become inactive a member must notify the Club Treasurer (in person, in writing, or via telephone) of his/her desire to become inactive AND must submit his/her aircraft and hangar keys to a Club Officer. Key deposits will be refunded to members whose account balance is paid in full.

A graduating student is required to give notice of his/her intent to become inactive in accordance with the instructions above. Monthly dues and other appropriate Club fees will be assessed - and will be fully collectable - until such time as the member notifies the Club Treasurer (in person, in writing, or via telephone) of his/her desire to become inactive AND has submitted his/her aircraft and hangar keys to a Club Officer.

During the non-academic summer months, Student members may become inactive providing that notification requirements (as discussed above) have been met.

Except for the Student members during the non-academic summer months, all inactive memberships shall be for a minimum of six months.

- C. **“Suspended”**: Suspended members are temporarily denied all privileges of membership in the Club. Suspension shall be by action of the Board. Due cause for suspension shall be violation of any Federal, State, Local, or Club rule or regulation, misuse of Club equipment or abuse of Club privileges, non-payment of monies due the Club, or other reasons as discerned by the Board.

Any member who has committed a violation must report such violation to the Club President. Dues and assessments of the suspended member, as well as any other responsibilities of the member to the Club, shall continue during the period of suspension. The period of suspension shall be for a maximum of 90 days. At the end of 90 days, if the Board has taken no action and the member's account is paid in full, the member shall automatically regain his/her former membership classification.

- D. **“Terminated”**: Terminated members are denied all privileges of membership in the Club for a one-year period. The Board may, after notice and hearing, terminate, penalize, or fine any member for due cause. Due cause for termination shall be violation of any Federal, State, Local, or Club rule or regulation, misuse of Club equipment or abuse of Club privileges, non-payment of monies due the Club, or other reasons as discerned by the Board.

A terminated member must immediately submit all monies (including fines/penalties assessed by the Board) owed to the Club, and shall immediately surrender his/her Club keys. Late payment penalties and interest charges will continue to accrue on the terminated member's account until all money owed to the Club is paid in full.

After the one-year termination period, if all outstanding bills are paid in full, and upon Board approval, the terminated member may re-apply for new membership in the Club.

Section 3. Membership Duties

Each member shall read, abide by, and promise to follow all provisions of the Club's Bylaws and Regulations.

The duties of the members shall include, but are not limited to, the following:

- A. Observe all Federal, State, Local, University, and Club rules and regulations;
- B. Attend at least one work party per year;
- C. Exercise caution and safety in flying;
- D. Report any malfunctions of Club equipment to the Maintenance Officer;
- E. Report any violation of Federal, State, Local, University, and/or Club rules and regulations to a Club Officer;
- F. Report any accidents or incidents involving Club equipment to a Club Officer;
- G. Be alert, mindful, and protective of the Club's interest, property, and equipment;
- H. Uphold the dignity of the Club;
- I. Safeguard the Club's welfare.

All members who use or pilot the Club aircraft shall meet all Federal, State, and Local laws and Club rules and regulations applicable for flight. Additionally, all members who use or pilot the Club aircraft shall be in full compliance with the Club's current insurance requirements and shall have a current, signed, insurance statement on file in the Club's membership records. Failure to meet these requirements prior to and during flight may result in Club penalties, civil or criminal penalties, and/or possible personal liability.

ARTICLE III.

Club Officers and Board of Directors

Section 1. Selection of Officers

The Club shall have the following five elected Officers: President, Vice-President, Secretary, Treasurer, and Maintenance Officer. All five Club Officers are also designated members of the Club's Board of Directors.

All Officers must be Club members in good standing. Officers shall be elected for a term of one (1) year by a majority vote of the members present at the Club's annual meeting. Officers may be elected for an unlimited number of terms.

Section 2. Duties of Officers

Any officer of the Club may authorize required repairs, maintenance, or servicing on Club property or equipment if the Maintenance Officer is unavailable.

The duties of the Officers shall include, but are not limited to, the following:

A. President

1. Preside at all meetings of the Club.
2. Be the chief administrative officer of the Club and act as liaison between the membership and the Board.
3. Appoint all committees, acting as ex-officio member thereof.
4. Schedule or cancel any regular meeting.
5. Schedule special membership meetings when necessary.
6. Maintain the aircraft scheduling book and ensure proper flight scheduling.
7. Handle all aircraft scheduling complaints and if necessary forward same to the Board for appropriate action.
8. Review and recommend actions to the Board regarding adjustments to aircraft cross-country rental charges.
9. Report, to the Board, any member's violation of Federal, State, Local, or Club rule or regulation, misuse of Club equipment or abuse of Club privileges.

B. Vice President

1. Assist the President and act as President in his/her absence.
2. Arrange and publicize monthly meetings and associated Club activities or programs.
3. Schedule work parties as needed.
4. Work with and assist the Maintenance Officer and report any problems or concerns to the membership and the Board.
5. Keep the Board and the membership informed of the aircraft's condition.
6. Keep the Board and the membership informed on the condition of all Club equipment.
7. Keep the Board and the membership informed of the aircraft hangar's condition.

C. Secretary

1. Keep the minutes of each Club meeting and Board meeting.
2. Retain custody of the Club Seal.
3. Deal with all correspondence to members and outside agencies as directed by the Club's Officers or Board.
4. Certify the Club's Bylaws and any amendments thereto.
5. Maintain a copy of current Bylaws.
6. Keep a copy of the Club's current insurance policy.
7. Keep a copy of all Club contracts.

D. Treasurer

1. Receive and disburse all Club monies on a timely basis.
2. Maintain an accurate Accounts Receivable ledger.
3. Maintain an accurate Cash Disbursements and Receipts ledger.
4. Maintain an accurate Profit & Loss statement.
5. Maintain an accurate Balance Sheet.
6. Prepare invoices and conduct all appropriate collection activities.
7. Provide the President a list of delinquent accounts when requested.
8. Prepare an income and expenditure statement at the request of any Officer or Boardmember.
9. Give a brief expense analysis (for the previous accounting period) at each Board meeting.
10. Maintain a current copy of the Club's Insurance Policy and all Club contracts.

E. Maintenance Officer

1. Monitor and authorize all FAA-required routine, preventative, and remedial maintenance on Club aircraft.
2. Ensure that all FAA-required routine, preventative, and remedial maintenance on Club aircraft is performed by an appropriately certified FAA mechanic or inspector employed by Club's contracted maintenance company.
3. Serve as liaison between the contracted maintenance company and the membership, and communicate regularly with that company.
4. Maintain the Club's contract with the maintenance company and monitor all required aircraft certification, registration, and maintenance records.
5. Authorize any and all repairs, maintenance, and servicing of the Club's aircraft and hangar.
6. Keep a maintenance file on the Club aircraft.
7. Attend all Board meetings and issue a maintenance report at each.
8. Keep the Board informed of the airworthiness of Club aircraft.

Any officer may authorize required repairs, maintenance, or servicing on Club property or equipment if the Maintenance Officer is unavailable.

Section 3. Selection of Board of Directors

The Board of Directors shall consist of the President, Vice-President, Secretary, Maintenance Officer, and Treasurer of the Club, plus two (2) additional active Club members.

Directors shall be elected for a term of one (1) year by majority vote of the members present at the Club's Annual Meeting. Directors may be elected for an unlimited number of terms.

The Board shall consist of no more than two Associate members.

The Board shall consist of no more than two Student Non-Flying members.

Section 4. Duties of Board of Directors

Unless otherwise provided, a simple majority vote of all Directors shall decide any and all issues coming before the Board.

The duties of the Board of Directors shall be:

- A. To establish and act upon Club policy.
- B. To provide guidance and direction towards the safeguard of the welfare and dignity of the Club; being alert, mindful, and protective of the Club's interests, property and equipment.
- C. To pre-approve or disapprove of all cross country flights scheduled in excess of nine (9) days' duration.
- D. To pre-approve or disapprove of any international cross country flights to Mexico or Canada.
- E. To make all decisions, or delegate authority to make all decisions, regarding the suitability of Club equipment.
- F. To schedule special membership meetings when necessary.
- G. To act in a judicial capacity with regard to all Club disputes, and to direct investigations when it deems necessary in such action.
- H. To act in a judicial capacity with regard to member violations of Federal, State, Local, University, or Club rules and regulations, and to direct investigations when it deems necessary in such action.
- I. To call for an audit of any Club Officer or Director's bookkeeping or financial/maintenance/administrative/correspondence records when it deems necessary. Such audit may be called by the Board at any time and for any reason. The Board may direct any investigations therewith when it deems necessary.
- J. To establish and modify rates for dues, penalties, and/or other Club assessments and/or fees.
- K. To terminate, fine, penalize, or suspend any member for due cause.
- L. To approve or disapprove of all Associate membership applications to the Club.

Section 5. Impeachment of Officers and Directors

A seventy-five percent (75%) majority vote of the Active membership shall be required to impeach an elected Officer or Director. Such vote shall occur at a special meeting of the Club membership as called by the President or the Board.

Section 6. Compensation of Officers and Directors

Officers and Directors of the Club serve as volunteers. Except for the Club Treasurer, no Officer or Director shall receive compensation for his or her service to the Club. The Treasurer may be recompensed for his or her service to the Club but such recompense shall be in the form of aircraft flight time only. Recompense for the Club Treasurer shall be at the rate of one aircraft hour per month. No Officer or Director (including the Treasurer) shall receive compensation in any form of cash for his or her service to the Club.

The re-compensation rate of any Officer, Director, or other member of the Club, as discussed in this Section, shall be set, reviewed, and modified by the Board on an as-needed basis.

This section shall in no way limit any Officer, Director, or other member from receiving reimbursement for authorized, legitimate expenses paid by that Officer, Director, or other member on behalf of the Club.

ARTICLE IV.

Meetings and Quorums

Section 1. Annual Meeting

The Annual meeting of the membership shall be held on or near the first Monday of April in each and every year.

Section 2. Special Meetings of Membership

The President of the Club, or the Board, may call a special meeting of the membership at any time.

Section 3. Regular Meetings

Regular meetings of the Board shall be held (at a minimum) once each calendar quarter. Directors shall be permitted to appear telephonically or by proxy. The President or Vice-President may act in place of the Secretary or Treasurer. Unless otherwise provided, a simple majority vote of all Directors shall decide any and all issues coming before the Board.

Regular meetings of the members shall be held during the academic year on or near the first Monday of each month.

Any decision of the Board may be nullified by a vote of the membership at any regular Club meeting.

Section 4. Active Membership Quorum

Twenty-five percent (25%) of the Club's active members shall constitute a quorum at Club meetings. Unless otherwise provided, a simple majority vote shall decide any issue coming before the membership.

A seventy-five percent (75%) majority vote of the entire active membership shall be required to impeach an elected Officer or Director. Such vote shall occur at a special meeting of the Club membership as called by the President or the Board.

Section 5. Special Meetings of the Board

Special meetings of the Board may be called at any time by the President or by the Board.

ARTICLE V.

General Finance

Section 1. Payment Arrangements

In the event that a member is required to pay Club for fees, dues or other obligations, and member is unable to immediately pay the required monies in full, the balance shall be paid in a manner as arranged between the member and the Board. Late fees and interest charges will accrue on any unpaid balance, unless such fees are waived by the Board. The Board's remedial actions may include filing suit in small claims court in Pennington County, South Dakota. Decisions of the Board are final.

Section 2. Suspension or Termination for Non-payment

Each member with a balance due the Club shall be mailed a statement covering charges and credits accrued. If the member does not pay his/her bill in full prior to issuance of the next billing, a late payment penalty and/or interest may be charged in an amount as specified by the Board. If the Board deems the delinquency of payments to be unreasonable, the Board may suspend or terminate the member.

Section 3. Treasurer Signature

The Club Treasurer or designee shall sign all Club checks.

Section 4. Member Purchases

No Club member shall be authorized to make purchases in the name of the Club except by order of the Board or as set forth in Section 5 below.

Section 5. Emergency Membership Purchases

No club member shall have the authority to obligate or bind the Club to any obligation or contract without the approval of a majority vote of the Board of Directors, nor shall any conduct of any Club member give rise to any liability against the Club, its officers and directors, including any claims, causes of action(s), or other liability whatsoever by the majority vote of the Board of Directors; provided however, in the event repair, maintenance, or emergency service is required during the course of operating the Club's aircraft, including such maintenance as may be necessary to comply with FAA regulations while en route to or from any destinations, then in that event, a Club member may incur and shall be entitled to, reimbursement for such necessary repair and maintenance, without the prior approval of the Board, provided such expense/maintenance does not exceed \$400. In any event, if such expense is incurred by a Club member, the member shall be reimbursed upon presentation of bona fide receipts, invoices or other like proof of the expenditure, and the member will be reimbursed accordingly. In the event the member is delinquent on any dues or other financial obligation to the Club, such portion as is necessary to bring the member current in those obligations shall be applied to such

reimbursement or a member may elect to be reimbursed against future dues or any other future financial obligation to the Club.

ARTICLE VI.

Fees, Dues and Flying Rates

Section 1. Initiation Fees

An initiation fee shall be charged to each new member (with the exception of Student Non-Flying members). The initiation fee is non-refundable and non-transferable. The Board shall set such fees. Student fees shall be discounted, as determined by the Board.

Section 2. Key Deposit

All active members (with the exception of Student Non-Flying members) shall pay a key deposit. The deposit amount shall be determined by the Board. If the member's account is in good standing, the deposit amount will be returned to the member upon their return of the keys to the Club Treasurer.

Section 3. Dues

In addition to the initiation fee, all active members shall pay monthly dues. The rate of monthly dues shall be determined by the Board.

Section 4. Flying Rates

Rental rates for the Club's aircraft shall be based on actual costs of operation and will be determined by the Board.

Section 5. Cross Country Minimum Charges

A minimum charge of two (2) hours flying time shall be assessed for each twenty-four (24) hour period of aircraft reserved time. The Board may waive this minimum charge if a member presents satisfactory evidence that intended flight was prohibited by circumstances beyond the pilot's control.

Section 6. Board Determines Fees and Rates

At least once each calendar year the Board shall review, and make necessary revisions to, all fees, assessments, rates, and other charges assessed by the Club to the membership.

ARTICLE VII.

Regulations on Flying

Section 1. Statutory Compliance

Members are responsible for ensuring that their flight in any Club aircraft or their use of any

Club equipment is undertaken in strict accordance with all Federal, State, and Local laws, rules and regulations, and in strict accordance to all Club rules and regulations.

All operation of Club aircraft shall be in strict compliance with FAA rules and regulations. Any Club member who does not meet or follow the criteria required by law shall not be authorized to use or pilot Club aircraft or equipment.

Failure of a member to follow all rules and regulations may result in Club penalties, civil or criminal penalties, and/or possible personal liability.

Section 2. Insurance Policy Compliance

Any operator or pilot of Club aircraft must satisfy all requirements of the Club's current insurance policy. Any member who does not meet the criteria required by the Club's current insurance policy shall not be authorized to fly Club aircraft. Failure of a member to comply with all insurance requirements may result in Club penalties, civil or criminal penalties, and/or possible personal responsibility and liability against the member.

Insurance documents are published separately from these Bylaws and are retained by the Club's Officers and Board. The Club's insurance policy is available for any member's review. As the insurance requirements change due to policy and carrier changes, it is the responsibility of each member to ensure personal compliance with the requirements as set forth in the Club's current insurance policy documents.

Section 3. Insurance Statement

Any operator or pilot of Club aircraft must review and sign a copy of the Club's current Insurance Statement. Any Club member who does not meet the criteria set forth in the statement shall not be permitted to fly Club aircraft or use any Club equipment. Any member who includes false or misleading information on the statement, or who knowingly and falsely signs the statement, may be personally liable for any damages and/or liability that may occur, may be subject to criminal and/or civil penalties, and may be subject to penalty or reprimand by the Club.

Section 4. Aircraft Operation and Handling

The Club aircraft shall not be handled, moved, operated, maneuvered or piloted by any Club member in a manner for which it is not specifically approved, licensed, and regulated or contrary to any applicable law.

Section 5. Landings

Unless under an emergency situation or under a specific pilot training scenario, no member shall make any landing in Club aircraft on any surface other than those located at an improved, unrestricted landing field or airport shown on a current sectional chart.

Each member shall be acquainted with and shall observe all field rules at any airport or landing field being used.

Section 6. Student Pilot Solo

All student pilots must have the explicit approval of a properly certified FAA flight instructor for each and every solo flight.

Section 7. Tie Down or Hangared

While on cross country trips, it shall be the member's responsibility and at the member's expense to ensure the Club aircraft is secured, hangared or tied down when not in use.

While using the Club aircraft at its home field, it shall be the member's responsibility to return the aircraft inside its hangar when not in use.

Any Club aircraft that is parked or stored for a period of non-use must be tied down at three points, must have all doors locked, must have the wheels chocked, must have the control lock in position, must have the pitot tube covered, and must have all avionics switches, engine switches, and electrical switches turned off.

Section 8. Responsibility for Club Aircraft

The member to whom the Club's aircraft is checked out is responsible for the aircraft from the time of removing it from the Club's hangar to the time of returning and replacing the aircraft inside the hangar.

Section 9. Flight Plans for IFR and Cross Country Flights

Flight plans must be legally filed for all IFR and cross country flights in Club aircraft.

Section 10. Check Ride

No person may operate or use the Club aircraft as Pilot in Command (hereafter "PIC") until they have received a check ride in the Club's aircraft by a certified FAA Flight Instructor. The person must schedule the check ride with a certified FAA Flight Instructor who is also familiar with the Club's equipment and hangar policies, and the Club's bylaws, rules, and regulations.

In addition to the check flight, the check ride shall include a review of the Club's equipment and hangar policies, and the Club's bylaws, rules, and regulations.

Section 11. Active members flying with non-member PIC

Only active members of the Club may operate or use any Club aircraft or equipment. There must be an active member of the Club on board the aircraft at all times.

An active member of the Club who is not a current, licensed, FAA-certificated pilot may utilize the Club aircraft as long as a current, licensed, FAA-certificated pilot is on board the aircraft and is operating the aircraft as the PIC or as an appropriately rated FAA Flight Instructor. It shall be the member's responsibility to ensure the non-member PIC is properly, legally, and appropriately credentialed for the intended purpose of the flight.

The active member to whom the aircraft is checked out is responsible for the aircraft from the time of removing it from the Club's hangar to the time of returning and replacing the aircraft inside its hangar.

The PIC in this scenario must meet all Club criteria, must satisfy all directives as written in these Bylaws, and must be in compliance with all FAA criteria, rules, regulations, and requirements for acting as PIC in the Club aircraft. The PIC must satisfy all criteria as written in the Club's insurance statement. It shall be the member's responsibility to ensure the non-member PIC is properly, legally, and appropriately credentialed for the intended purpose of the flight.

The PIC in this scenario must have first received a check ride in the Club's aircraft by a certified FAA Flight instructor in accordance with the rules of the **"Check Ride"** as mentioned in these Bylaws above. It shall be the member's responsibility to ensure the non-member PIC is properly, legally, and appropriately credentialed for the intended purpose of the flight.

Section 12. Active members flying as PIC

To operate or use the Club's aircraft, an active member must:

- A. Receive a check ride in the Club's aircraft by a certified FAA Flight instructor in accordance with the rules of the **"Check Ride"** as mentioned in these Bylaws above.
- B. Review and sign the Club's application and insurance statement.
- C. Meet all appropriate criteria as directed in these Bylaws.
- D. Meet all appropriate criteria as directed by the Club's current insurance policy.
- E. Be properly FAA-certificated and current as a pilot, student pilot, or flight instructor.

Any FAA-certified A&P mechanic, hired by the Club to perform maintenance on Club aircraft, is authorized to conduct test flights as deemed necessary by the mechanic and as authorized by the mechanic's certificate.

All flights in Club aircraft are to be made within the limitations of the PIC's FAA certificate.

Section 13. Not for Hire or Commercial Use

Hauling for hire in the Club aircraft is strictly prohibited. Charters for hire in the Club aircraft are strictly prohibited. Other than routine student instruction, hiring the Club aircraft for

commercial use is strictly prohibited. Members shall not use Club equipment for profit or hire, or for any form of compensation whatsoever. Members shall not rent or lend any Club equipment or aircraft to any other person.

Other than routine student instruction, at no time shall any member receive compensation for operation of Club aircraft.

Section 14. Dual Instruction

All members receiving dual instruction in the Club aircraft must use only qualified and currently rated FAA-certificated Flight Instructors. These instructors may hold active memberships in the Club. Instructors and student pilots shall conform to the rates and schedule routines adopted by the Club and shall comply with any existing agreements or contracts between the Club and other entities.

Except as mentioned in these Bylaws above, only active members of the Club may operate, pilot, or use any Club aircraft or equipment. There must be an active member of the Club on board the aircraft at all times.

All flights in Club aircraft are to be made within the limitations of the PIC's FAA certificate.

ARTICLE VIII.

Flight Reservations

Section 1. Reservations, International Flights, Extended Duration Cross Country Flights, Cancellations of Reservations

Reservations for the Club aircraft shall be scheduled by contacting the current holder of the Club's reservation book. Any international cross country flight to Mexico or Canada, or any cross country flight of more than nine (9) days' duration must be pre-approved by the Board.

If a member is unable to meet their scheduled reservation time, or if the member is cancelling their reservation for any reason, it is their responsibility to officially cancel such reservation as soon as possible. Cancellation of reservations shall be completed by contacting the current holder of the Club's reservation book.

The Board may assess a fine against members who do not cancel unmet reservations in a timely manner. Such fines may not exceed the monetary amount of one hour of flying time.

Section 2. Scheduled Time

No member may keep any Club aircraft beyond the time scheduled.

The Board may assess a fine against members who retain the aircraft beyond their scheduled time. Such fines may not exceed the monetary amount of one hour of flying time.

Section 3. Forfeiture of Reservation

Any member who is more than twenty (20) minutes late for their scheduled reservation time forfeits the balance of the reserved time to any other member who desires to utilize the aircraft.

ARTICLE IX.

Recording Flight/Rental Time

Flight time shall be computed for each flight using the aircraft's Hobbs meter. Flight time shall not be computed by estimation or by use of the engine tachometer.

A record of the flight time shall be recorded in the aircraft time book immediately upon the completion of each flight.

The aircraft time book shall be stored inside the aircraft. The time book information shall be recorded by the member who scheduled/reserved the aircraft. The member's name, signature, date of flight, and appropriate Hobbs and engine tach time shall be entered into the time book for each flight.

ARTICLE X.

Inspection and Maintenance

Section 1. Maintenance Company Contract

The Club shall contract with a properly certified aircraft and engine mechanic to maintain the Club aircraft in accordance with applicable Federal Aviation Regulations (hereafter "FARs"). The Club's Maintenance Officer shall work with the mechanic to see that the Club's aircraft is being maintained and serviced regularly, and to ensure the aircraft is in proper operating condition, and to ensure that the aircraft is being maintained in strict accordance with FAA requirements and FARs.

The Club Secretary shall maintain a copy of the written contract between the Club and the contracted maintenance company or mechanic.

Section 2. Maintenance Company

The Club's contracted maintenance company shall be determined, identified, and contracted by the Board.

As of December 2007, the contracted maintenance company is:

WESTJET AIR CENTER, INC.
4160 Fire Station Road
Rapid City, SD 57703
Tel: (605) 393-2500, (605) 393-1631
www.westjetair.com

Section 3. Line Inspection

Each pilot shall conduct a thorough line inspection of the aircraft prior to each flight. Any items of concern to the pilot identified during the line inspection shall be reported to the Maintenance Officer and recorded in the “squawk” section of the aircraft time book.

In accordance with FARs, the PIC is responsible for determining whether the aircraft is in condition for safe flight. The PIC must discontinue the scheduled flight if an unairworthy condition occurs or is identified.

Any Club aircraft that is parked or stored for a period of non-use must be tied down at three points, must have all doors locked, must have the wheels chocked, must have the control lock in position, must have the pitot tube covered, and must have all avionics switches, engine switches, and electrical switches turned off.

Section 4. 100 Hour Inspection

An appropriately certified mechanic shall perform a one hundred (100) hour inspection, in accordance with FARs, on each aircraft owned or leased by the Club.

Section 5. Maintenance by Certified Mechanic

All maintenance on Club aircraft shall be performed by an appropriately certificated mechanic in accordance with FARs.

No member shall be permitted to attach any object to the aircraft. No member shall, in any manner, make adjustments or perform repairs unless pre-approved by the Maintenance Officer and the Club’s contracted maintenance company.

Any FAA-certified A&P mechanic, hired by the Club to perform maintenance on Club aircraft, is authorized to conduct test flights as deemed necessary by the mechanic and as authorized by the mechanic’s certificate.

ARTICLE XI.

Indemnification and Liability

Section 1. HFC Insurance Policy

Adequate and proper insurance shall be carried at all times for the Club’s protection.

Section 2. Members’ Insurance

The Club strongly recommends that each member purchase his/her own insurance for their own personal protection. The Club does not provide personal insurance coverage for its members.

Section 3. Indemnification

Except as otherwise provided in this Article, the Club shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit, or proceeding by or in the right of the Club) by reason of the fact that he is or was a director, officer, or employee of the Club, or is or was serving at the request of the Club as a director, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith in a manner he or she reasonably believed to be in the best interests of the Club, and in compliance with all applicable laws, rules, and regulations.

Section 4. Pilot in Command Liability

For the damage caused to any Club aircraft where pilot error is the cause, the PIC at the time of the incident shall pay to the Club a sum equal to the current insurance deductible amount, whether or not the damage is claimed as an insurance loss. If the damage is not covered by any Club insurance policy, the member shall pay the total cost of repairs, damage and/or other liability in the case of pilot error. At no time shall any individual Club member, Officer or Director be personally liable for another member's accident or pilot error.

Section 5. Member Liability

At no time shall any individual Club member, Officer or Director be personally liable for any actions taken by fellow Club members, involving Club aircraft, or otherwise. In the event of any accident or damage to Club property, to any other property, or in the case of any personal injury, the Board shall not impose financial responsibility on any member in excess of the deductible portion of any Club insurance coverage applicable. The member shall be liable for the deductible amount only; however, if damages occur from an activity not covered by Club's insurance, then the member shall be held liable for the total cost of the damages. In the event the member responsible is not able to immediately pay the required liability in full, the balance shall be paid in a manner as arranged with the Board. If the method of payment cannot be agreed upon, the decision of the Board is final. The current insurance policy is available for members' inspection and review through any Club Officer or Director.

Section 6. Willful Violations

Any Club member who causes damage to Club aircraft, or any other Club equipment, shall be liable for the entire amount of any damages if such damage is the result of a willful violation of the Club's bylaws, rules and/or regulations, federal, state and/or local laws, the Club's insurance policy, or any other applicable rules or regulations. The Board shall review the incident and take any appropriate action it deems necessary.

Section 7. Guests - No Cause of Action

Pursuant to South Dakota's Guest Statute law, SDCL 50-13-15, no person transported by a person piloting Club aircraft as his or her guest without compensation for such transportation shall have cause of action for damages against such pilot for injury, death, or loss, in case of accident, unless such accident shall have been caused by the willful and wanton misconduct of the pilot of the Club's aircraft, and unless such willful and wanton misconduct contributed to the injury, death, or loss for which the action is brought. Further, no person so transported shall have such cause of action if he has willfully or by want of ordinary care brought the injury upon himself.

ARTICLE XII.

Miscellaneous

Section 1. Fiscal Year

The fiscal year of Hardrocker Flying Club, Inc. shall begin on the 1st day of January and end on the 31st day of December of each year.

Section 2. Hangar Security

Each member of the Club shall be responsible for keeping the Club's hangar doors closed and secured at all times. The Club's hangar doors shall be closed and secured for all local flights - of any duration - and for all periods of time the aircraft is away from the hangar on cross country flights.

Section 3. Mandatory Work Parties

All members are required to attend at least one scheduled work party per fiscal year.

Section 4. Club Location

The principal base of operations for Hardrocker Flying Club, Inc. is at the Rapid City Regional Airport in Rapid City, SD. The Club's mailing address is: Post Office Box 631, Rapid City, SD 57709-0631

ARTICLE XIII.

Enforcement

Section 1. Policed by the Membership

Failure of any member, officer or director of the Club to comply with these Bylaws or any applicable procedure, protocol, rule, regulation or law during the course of moving, handling, operating, or piloting the Club aircraft shall be reported to the President, or if the President is unavailable, to any Board member, and any such violation of these Articles, protocol, rules,

regulations or law may constitute the basis for immediate action by the Board including any imposition of monetary penalty, as well as grounding and/or suspensions or termination of the offending member. The above rules and regulations shall be policed by the membership, the Officers, and the Directors. Any complaints or suggestions should be filed with the President. Any violation of Federal, State, Local or Club rules or regulations may constitute immediate grounding, suspension, or termination of the offending member at the discretion of the Board. Without restricting its rights hereunder, the Club also shall be entitled to injunctive relief, as well as all other recourse afforded by applicable law against any member found to be in violation of any applicable regulation or law who has acted in a manner which gives rise to any claim, cause of action or liability that results in alleged or actual monetary damages, or other sanctions and penalties against the Club.

Section 2. Applicable Law

These Bylaws shall be construed in accordance with, and governed by, the laws of the State of South Dakota.

ARTICLE XIV.

Amendments

Section 1. Notification

Amendments to these Bylaws and Regulations may be effected only by a majority vote of a quorum at a regular or special meeting of the Club, or by a majority vote of the Board of Directors.

ARTICLE XV.

Certification

I, the undersigned, as Secretary of Hardrocker Flying Club, Inc., do hereby certify that these amendments to the original Bylaws and Regulations were duly adopted by a meeting of members held in on this _____ day of _____, 20____.

Signed: _____ Secretary

Hardrocker Flying Club, Inc.