BYLAWS of the MANHATTAN FLYING TIGERS, INC.

ARTICLE I: Club Name

- 1. The name of this cooperative club shall be the "Manhattan Flying Tigers." The principal place of business shall be the Bozeman Yellowstone International Airport in Belgrade, Montana.
- 2. The official abbreviation of this name shall be "MFT," and may also be referred to in these Bylaws and other MFT documents as the "Club."

ARTICLE II: Purpose

1. The purpose of this Club is to provide safe aircraft for the convenient use of its members at the most economical rates and to promote aviation and aviation safety.

ARTICLE III: Membership

- 1. Applications for membership will be accepted for consideration by mail or email to the Board. The application shall include completion and submission of the membership application form, along with a \$35.00 non-refundable charge to cover the cost of a background check. The Board of Directors shall review the application and references and shall provide a recommendation to the club. The Secretary/Treasurer shall send a copy of the application by email to each member at least five (5) days before it is voted on. Members who are unable to attend the next meeting may send any comments about the applicant to the Board via email, and they shall be included in the Board's review and recommendation. The applicant shall attend the next possible meeting and shall be subject to a short informal interview by the membership present. If all listed items in this paragraph have been completed, a secret written ballot may take place to approve the applicant with a unanimous vote of the present membership at any meeting.
- 2. Membership shall be limited to 20 members for the first aircraft and not more than a total of 20 members for each additional aircraft.
- 3. Membership for an individual receiving approval under Article III, Paragraph 1, will begin upon payment of the initial membership fee (\$600.00 plus the first month's dues) to the Secretary/Treasurer, thereby entitling such new member to all privileges of membership, subject to Club Bylaws and Operating Rules. The initial membership fee is neither refundable, nor credited to the member for any purpose.
- 4. Membership in the Club will be continuous upon payment of all dues and fees. Members will be billed as specified in the Operating Rules. Unless special dispensation is granted by the Club Secretary, non-receipt of payment will cause the member to be considered delinquent after thirty (30) days from the due date. Such members shall have ninety (90) days from the due date to bring the account current. After ninety (90) days, the delinquent member automatically forfeits membership in the Club and all assets therein shall remain

with the Club. The member will also be liable for all late charges and collection costs as specified in the Operating Rules.

- 5. If, for any reason, a Club member wishes to resign his/her membership, the resignation shall be submitted in writing to the Club Secretary/Treasurer or to any Board member at least thirty (30) days in advance. Any charges accrued by the member in that 30-day period, including dues, will be due and payable prior to the effective date of resignation. The resigning member will return all keys and other Club property to the Secretary/Treasurer within ten (10) days of the effective date of resignation.
- 6. Club membership is not transferable. There is no inactive status. All members will be assessed a monthly charge and the payment will be as specified in the operating rules.
- 7. Members not meeting the requirements of these Bylaws and Operating Rules will be liable to a recommendation by the Board that the member be expelled from the Club, such recommendation to be voted on by the membership. A member may be expelled by a two-thirds vote of the members voting at any regular or special meeting of the members. Ten (10) days written notice will be given to each member being considered for expulsion, and that member shall have the right to be heard either in person or to be represented by counsel at a meeting of the Club called for this purpose.

ARTICLE IV: Meetings

- 1. Monthly meetings of the Club will be held on the first Tuesday of every month except July and August. The normal meeting time for July will be reserved for a Club picnic.
- 2. Board meetings shall be held at such time and place as the Board shall determine. Special meetings of the Board may also be called by the president or upon the call of at least two Directors.
- 3. Special meetings of the members may be held at such time and place as the President may determine, or may be called by a majority of the Board, or by written petition of at least three members in good standing. It shall be the duty of the Secretary to call such meetings within thirty (30) days after such demand.
- 4. Notice of the special meeting of members, stating the time and in general terms the purpose thereof, shall be given by Email at least 14 days prior to the meeting. If a majority of the members are present at any meeting, any business may be transacted without previous notice.
- 5. At any meeting of the members, a quorum shall consist of forty percent (40%) of the members in good standing. Each member shall have only one vote and proxy votes are not accepted. A majority vote of the members present (who must constitute a quorum) is necessary for the adoption of any resolution and for the election of officers.
- 6. The President (or in his/her absence, the Vice-President, or in both their absence, a Chairperson elected by the members present) will act as the presiding officer of all

meetings. Roberts' Rules of Order will guide procedures, and minutes will be kept at all meetings by the Secretary/Treasurer or a designated replacement.

- 7. Club officers shall be elected at the January meeting.
- 8. Failure of a member to attend at least one meeting in a consecutive block of three regularly scheduled Club meetings will result in action as determined by the operating rules.

ARTICLE V: Fiscal year

1. The fiscal year of the MFT shall begin on the first day of January each year and end on the last day of the following December.

ARTICLE VI: Board of Directors

- 1. The powers, business and property of the Club shall be exercised, conducted and controlled by the Board of Directors, referred to herein as the Board, which shall consist of the President, Vice-President, Secretary/Treasurer, Maintenance Officer, and Training Officer. Hereafter, the slate of Club officers shall be referred to collectively as the Board of Directors, or simply the Board.
- 2. Except for maintenance and repairs required for airworthiness, the Board shall not incur indebtedness on behalf of the Club in excess of \$1,000. Any expenditure over that amount shall require a vote of the membership at a regularly scheduled meeting. A majority vote of the members present is required for passage.
- 3. The Board shall be elected by secret written ballot of the membership present at the January meeting. At or prior to the December meeting a nominating committee, consisting of at least three members, shall be appointed by the Board to solicit and select candidates for election. These candidates shall be presented by the nominating committee for consideration at the January meeting. In addition, members may nominate candidates from the floor at any meeting. All candidates shall be placed on the ballot and those receiving the highest number of votes shall be elected.
- 4. The signature of two board members is required for disbursement of club funds greater than \$100.
- 5. Any officer of the Club may be removed by a two thirds vote of the total membership. The vote will be conducted by Email. The ballot will be sent out by the Secretary/Treasurer stating the cause of the proposed removal, and the members must respond within five (5) days with a yes or no vote.
- 6. At least once each year, the Board shall meet and review all fees, assessments, rates and other charges and, if necessary, revise or recommend revision of said charges.

7. The Board shall develop, or cause to be developed, a set of Operating Rules that will be reviewed at least annually.

ARTICLE VII: Officers

- 1. The Officers of the Club shall consist of the President, Vice-President, Secretary/Treasurer, Maintenance Officer and Training Officer. All officers will be elected for a term of one year. In the event that an unexpired term must be filled, it will be done by nomination and majority vote of the membership in attendance.
- 2. The President shall sign on behalf of the Club all contracts, papers and documents he/she is authorized to sign, and perform all acts and duties usually required of any executive or presiding officer. In the absence or disability of the President, the Vice-president shall be vested with all the powers and shall perform the duties of the President.
- 3. The Vice-President shall be responsible for recruiting operations, assisting club members with the computerized reservation system, and organizing the annual picnic. Recruiting includes talking with prospective members, orienting new members to the hangar, creating accounts in the computerized reservation system, and providing keys to new members.
- 4. The Secretary/Treasurer shall, in an appropriate minutes ledger, record and keep a record of each meeting, receive and disburse all funds, and keep any records as directed by the membership and the Board. The Secretary/Treasurer will provide for the membership a monthly report on the financial status of the Club. Within one week after any meeting, the Secretary/Treasurer will send by Email to each member a copy of the minutes of the previous week's meeting. In addition, the Secretary/Treasurer will monitor the computer reservation system and ensure that information recorded there is up to date.

The Secretary/Treasurer shall be an independent contractor and shall be paid a monthly stipend, the amount of which is determined by the general membership. Accordingly, the person holding the office must have knowledge of and experience with standard accounting procedures and with the computer software used in such procedures. In the event such a person cannot be found within the Club, the Board will find and hire appropriate professional bookkeeping service from outside the Club. In that event, the office of Secretary/Treasurer would be redefined as an unpaid position with duties similar to those of the other officers.

- 5. The Maintenance Officer shall be responsible for maintaining the aircraft in proper operating condition and for supervising all maintenance and repairs to the Club's equipment.
- 6. The Training Officer is responsible for providing the training and educational programs for the regular and special meetings of the Club, and for the administration of the cooperative library of audio and video tapes and other training and educational materials.

ARTICLE VIII: Liability

- 1. In the event of any damage to any equipment owned or leased by the Club, the following rules shall apply unless otherwise addressed in the Club's Operating rules:
- 2. If any accident is caused through violation of FAA regulations, Club Operating Rules, or local regulations, the member at fault shall be responsible for the uninsured portion of the damages to Club equipment.
- 3. Any member is liable to the Club for damage over and above the amount covered by insurance if such damage is the result of the member's carelessness, neglect, incapacity or disregard of controlling regulations or rules, pertinent weather, aircraft, airfield, or other significant data. Procedures outlined in the Operating Rules will be followed to determine fault.
- 4. The Board is authorized to arrange a payment schedule with the member at fault if necessary.
- 5. The Board shall abide by the findings of the FAA and the National Transportation Safety Board in any accident. If no FAA or NTSB investigation is made, the Board will determine fault and liability as prescribed in the Club's Operating Rules.
- 6. In the event any member is found to have caused loss, injury or damage to the Club or its equipment or members by reason of gross negligence, willful violation of any law, regulation or rule of any state or federal government, or of the Club while under the influence of alcohol or any other drug, the member will be held liable for all such loss, damage or injury. The limitation of the liability may be the uninsured portion of the loss, but such limitation will not apply if the insurance has been voided because of willful violation of the law or FARs.

ARTICLE IX: Miscellaneous

- 1. Each member shall read the Bylaws and Operating Rules of the Club and will acknowledge in writing that he/she has read, understands, and will abide by all rules and regulations of the Club.
- 2. Except for maintenance and repairs required for airworthiness, the Board shall not incur any expenditure on behalf of the club in excess of \$1000. Expenditures over that amount but less than \$5000 shall require a majority vote of the membership present at a regularly scheduled meeting. Expenditures in excess of \$5000 shall require a majority vote of the total membership. The vote will be conducted by whatever means necessary prior to close of voting 28 days from dissemination of the ballot. The ballot will be taken by the Secretary/Treasurer

ARTICLE X: Changes and Amendments

- 1. Changes or amendments to the Bylaws or Operating Rules of the Club shall be effected only by a majority vote of the membership at a regularly scheduled meeting and after the proposed changes have been considered by the membership for at least twenty-eight (28) days.
- 2. Any approved changes or amendments to the Bylaws or Operating Rules of the Club shall be Emailed to all active members of the Club within three (3) weeks of such change.

(End of MFT Bylaws)

OPERATING RULES of the MANHATTAN FLYING TIGERS

SECTION 1: General Rules

- 1. Members of the Club will comply with all Federal Aviation Administration regulations, and all other federal, state, and local airport rules and regulations while operating Club aircraft.
- 2. A violation of any of the Club's rules renders the member liable to either a temporary suspension of flight privileges (imposed by the Board) or a recommendation by the Board that the member be expelled from the Club, such recommendation to be voted on by the membership. A two-thirds vote will be necessary for expulsion.
- 3. Members must provide the Secretary/Treasurer with copies of their current pilot's certificate, medical certificate, and logbook evidence of successful completion of a flight review, except for student pilots who do not have the listed documents. Failure to provide timely information will result in suspension of flight privileges. Student pilots must provide the names of their flight instructors and keep the Secretary/Treasurer informed of their completion of a successful solo flight and a successful check ride.
- 4. No member may operate a Club aircraft for hire, nor offer to operate a Club aircraft for charter, nor may any member receive payment or remuneration of anytype for carrying passengers or cargo in Club aircraft. The basic law in this case is FAR 61.118(b), which states that it is legal for a private pilot to equally share direct expenses with passengers, provided:
 - a) That the pilot pay a pro-rata share, with all passengers, of only the direct operating costs, i.e., gas, oil, and parking and landing fees away from home base. The FAA does not consider direct operating costs to include insurance, tie downs or hangar fees at home base, maintenance costs, are serve for engine overhaul, and the like.
 - b) The pilot must be going on the flight for his/her own purpose and the purpose must be "common" with the passengers. The sole purpose of the flight must not be to provide transportation to the passengers. Club members may, however, use Club aircraft incidental to their own business and obtain reimbursement of legitimate business expenses.
- 5. A Club member will always be pilot-in-command, unless receiving instruction from a Club approved instructor. A club member must always use the left front (or primary) pilot's seat, unless actively pursuing a flight instructor rating. A club member acting as pilot-in-command may allow others to operate the controls of the aircraft, however the club member will always be responsible for the safe operation of the aircraft.

SECTION 2: Aircraft Scheduling

- 1. Members schedule aircraft using the computerized reservation system. Each new member will be provided with the web address for the scheduling system, along with a user ID number and aPIN number which will allow access to the system. Questions about the operation of the system should be addressed to the President or Vice-President. Reserve as precisely as possible the time required, making allowances for preflight, refueling and cleaning up the aircraft. In the window provided, note the destination of your flight. If your plans change, remember to cancel your reservation. Also, use common sense and consideration for your fellow flyers: for example, if you were scheduled to return at 6 P.M. and you actually return at 2 P.M., get on line and cancel the remainder of your scheduled time so someone else can use the aircraft. Never use an aircraft without scheduling the time.
- 2. Aircraft are scheduled on a first-come, first-served basis and may be taken overnight for up to two weeks, with the proviso that one aircraft must remain locally available when the other is gone for an extended stay. When one of the aircraft is scheduled for an overnight trip of 2 days or more, you may not schedule the other aircraft for an overnight trip that overlaps the other aircraft's absence bymore than 48 hours. The Secretary/Treasurer will report to the Board for resolution any apparent abuse of the scheduling process. Abuse is defined as actions that detract from maximum use of the aircraft, minimum conflict among members, and an equal opportunity for all members to fly.
- 3. A member who does not cancel a reservation that is not used will be subject to a one-hour charge.
- 4. Any member who is delayed on a cross-country flight beyond the estimated time of arrival shall:
 - a) Access the reservation system by phone and extend the reservation to accommodate the new ETA.
 - b) If another member is scheduled for that aircraft, report the delay to the Secretary/Treasurer and provide a new ETA if possible.
 - c) Ask the Secretary/Treasurer to phone each member affected by the delay.
 - d) Report to the Secretary/Treasurer when the aircraft has actually returned to the hangar.
 - e) Phone the next scheduled member with the information that the aircraft has returned.
- 5. Members will be charged a minimum of one hour of flying time per scheduled day on all overnight cross-country flights. If the trip involves more flying hours than the minimum,

then the member will be charged actual flying time. Once again, a member who returns early must cancel the remainder of the scheduled time on the reservation system.

SECTION 3: Billing

- 1. Each member will be charged the current rate for one hour of flying time per month as required flying time regardless of the amount of flight time saved in the reserve account-e.g. if a member has 4 hours in reserve and flies 4 hours, only 3 hours of reserved funds will be credited. In any event, the member will pay for a minimum of one hour flight time each month. This monthly charge may be saved in reserve up to a limit of\$375.00 to be flown out at a later date. Any amount over the \$375.00 will automatically return to the Club. No cash refunds will be made nor can the balance be transferred to another member. All flying time, minimum or actually flown will be billed during the month due. A member must be in good standing to use available flying hours credit.
- 2. The Maintenance Officer, or an assistant Maintenance Officer, will receive monthly compensation in the form of flying time credit to be determined by the Board. This flying time may be accumulated, but will never be redeemable for cash. This flying time is not subject to the maximum accrual limit specified in paragraph one. This flying time must be used during the year in which it was earned or within the first six (6) months of the succeeding year. Club membership in good standing must be maintained in order to use the earned flying time.
- 3. Assessments may be made equally against each member for aircraft damages, major repairs, or equipment upgrading if sufficient funds are not available within the MFT treasury, if the majority of members present at a regularly scheduled meeting votes and approves such action.
- 4. For any month in which a member has an outstanding balance, an itemized statement will be sent by the 15th of the following month listing all flights made and payments received. Make sure your monthly payment is in the hands of the MFT Secretary/Treasurer no later than the 7th of the following month. A 1.25% late charge per month will be added to the unpaid balance. A member may receive a one-month dispensation from the late charge by notifying the Secretary/Treasurer. If the bill is not paid in full, late charges of 1.25% per month on the unpaid amount accrue until the account is referred to a collection agency. The member is also responsible for all collection costs on a delinquent account.

SECTION 4: Aeronautical Skill and Currency Requirements

- 1. Members must maintain accurate logbooks for the purpose of documenting flight time, currency requirements, and endorsements.
- 2. Members must be familiar with and comply with all FAR currency requirements.
- 3. [Reserved]

- 4. [Reserved]
- 5. Members may not act as pilot-in-command of a Club aircraft under Instrument Flight Rules without having received an instrument checkout in the same class and type of aircraft by a Club-approved instructor, and having the instructor endorse the member's logbook.
- 6. No Club aircraft are certified for flight under Instrument flight Rules.
- 7. Flight in actual Instrument Meteorological Conditions (IMC) is prohibited.
- 8. Members who have not flown a Club aircraft or another aircraft in the same category and class in the preceding ninety (90) days may not act as pilot-in-command of a Club aircraft until they have received a currency flight check with a Club-approved instructor in a Club aircraft.
- 9. Members who have not attended at least one meeting in a sequence of three (3)regularly scheduled meetings will have their flight privileges suspended until they attend the next meeting. For the purposes of this provision, it is noted that the Club does not schedule a meeting in the month of August, and the annual summer picnic in July does not constitute a regularly scheduled meeting.
- 10. No pilot without a current instrument rating may fly "VFR on top," that is, above actual or reported broken, overcast or obscured cloud cover.

SECTION 5: Flight Instruction

- 1. Only Certified Flight Instructors unanimously approved by the Board may offer instruction to members in Club aircraft.
- 2. No member may give flight instruction in MFT aircraft to a non-member, except a CFI in an official capacity.

SECTION 6: Rules for Student Pilots

- 1. Primary students are expected to pursue a consistent program of instruction. Students must not be without a supervising instructor (or flight school) during their training.
- 2. Student solo night flying is prohibited in Club aircraft.
- 3. Student solo cross-country flight is prohibited until the student has passed the Private Pilot's Written Test.
- 4. All student solo cross-country flights will be under the supervision of an MFT-approved instructor.

- 5. Student pilot requirements for solo cross-country flights are a minimum ceiling of 2,000 feet above the highest terrain en route, visibility more than 20 statute miles, forecast to improve or remain the same, surface winds of 20 knots or less, and winds aloft at 9,000 feet MSL of 30 knots or less.
- 6. Any student pilot who has not flown for thirty (30) days must be flight checked by an MFT-approved instructor prior to solo flight.
- 7. No emergency landings will be practiced during solo student flight.

SECTION 7: Aircraft Operating Rules

1. Members will make a thorough preflight check of the aircraft, including visual inspection of the fuel quantity and type, the time sheet, and the location in the aircraft of all required licenses, which include the airworthiness and registration certificates, appropriate operating limitation information, and operator's manual. Members will ensure these required documents are in the aircraft before commencing flight. Members will not fly the aircraft if it is not in apparently good condition.

Any damage or discrepancies discovered by a member will be assumed to be the responsibility of the last user unless it has been reported previously. If a condition is discovered that may affect the airworthiness of the aircraft, the aircraft will not be flown until it is cleared.

- 2. Members are responsible for seeing that the Club aircraft are properly cared for at the completion of each flight. Aircraft will be properly tied down or hangared unless personally turned over to another member. Aircraft will be returned in reasonably clean condition and fully fueled. The time sheet should be completed, noting any maintenance discrepancies, and oil should be added if substantially below the six-quart level. Do not fill to more than seven (7) quarts.
- 3. In the event that a maintenance discrepancy affecting airworthiness is discovered at an airport other than the home base airport, members are authorized to spend up to \$100 for repairs. For repairs in excess of \$100, prior authorization from a Club officer is required.
- 4. No member may make, or cause to be made, any alterations, attachments or changes of any kind to the interior or exterior of any Club aircraft without the written approval of the Maintenance Officer and one other Club officer.
- 5. No Club aircraft will be scheduled and flight operations will cease if the actual or 24-hour forecasted temperature is colder than -10 degrees Fahrenheit.

SECTION 8: Aircraft Flight Rules

- 1. All aircraft operating limitations must be observed and no acrobatic maneuvers will be performed except those permitted by the operating limitations. To prevent excessive expense, spins are prohibited.
- 2. A pilot will report any damage to the aircraft during the pilot's period of use to the Maintenance Officer, or to another Club officer. In the event of an emergency landing, the incident must be reported before attempting removal of the aircraft or resumption of flight.
- 3. When you fill out the operating log, you have agreed to the accuracy of the preceding Hobbs meter entry unless you note an exception.
- 4. Pilots shall always use the checklists.
- 5. Aircraft will not be hand-propped except by a thoroughly trained individual and unless an appropriately rated pilot is at the controls.
- 6. Club aircraft may not be used in operations outside the United States or Canada by any member with less than 100 hours total time. Members meeting this requirement must request of the Board in writing, at least thirty (30) days prior to the desired departure date, and obtain permission from the Board for any flights outside the United States or Canada.
- 7. After using any aircraft, install the control lock, engine covers, and pitot cover, refuel for the next member, wash the windshield, secure seat belts, clean up candy wrappers, soda cans, pencils, etc. Whenever an aircraft has been standing outside during conditions of blowing dust, sand, etc., it is the responsibility of the pilot incommand to clean or have cleaned the air intake screen to the carburetor and overall engine –before starting the engine. Any foreign matter drawn into the engine will cause damage.
- 8. In case of an off-field mechanical failure that renders an aircraft unsafe for flight, you must contact the Maintenance Officer or another Club officer for repair authorization as appropriate. You are responsible for your own lodging or alternative travel. MFT will pay for the return of the aircraft and the associated cost of a ferry aircraft. No maintenance, except minor emergency repair (as noted in Section 7, Item 3) will be accomplished until approved by the Maintenance Officer or another Club officer.
- 9. All off-field fuel purchases by members must be substantiated with proper receipts to be credited. Landing fees at airports away from the Club's home airport, or Customs charges at international borders are the pilot's responsibility and are not reimbursable by MFT. Tie down fees or, if necessary due to weather, hangar fees will be the pilot's responsibility. Pilots are expected to use self fueling islands when possible. Pilots who choose to use full service fueling will be charged the difference between the self fuel price and the full service price.

- 10. Secure the plane in inside storage whenever possible to preclude storm damage. If the aircraft must be stored outside, be sure it is tied down securely. Lock the aircraft if you leave it. You are responsible for ropes of adequate strength for tiedowns. Be sure the controls are locked. Security of the aircraft is the sole responsibility of the pilot in command.
- 11. Avoid gravel damage to the propeller. Do not run up an engine over gravel, water, snow, or other loose material as foreign material will be drawn into the intake and cause permanent damage to the engine. Run up on a hard surface or clean dense grass. If not over clean hard surface, hold the yoke full aft during run up to raise the nose as much as possible.
- 12. Do not taxi the aircraft into the hangar. Stop the engine, then use the tow bar.
- 13. Use only special cleaners for aircraft windshields. The next member to use the aircraft will appreciate your care.
- 14. Before adding oil, check the sticker to determine the type and weight currently being used. We normally use only Phillips 66 X/C Aviation oil SAE 20W-50. On cross-country flights, carry extra oil.
- 15. The hangar doors are to be closed and locked when using the aircraft.
- 16. No smoking in any Club aircraft.
- 17. Do not refuel the aircraft or allow refueling operations if lightning has been observed in the area within the past 15 minutes or is forecast to occur during the period of refueling.

SECTION 9: Out-of-Service Procedure

- 1. Each pilot is responsible for declaring an aircraft out of service if it is less than fully safe for the next pilot to fly.
- 2. Note any problem on the squawk sheet.
- 3. Immediately upon landing, call the Maintenance Officer and declare the aircraft out of service. Notify others who have the aircraft scheduled that it is out of service. The Maintenance Officer will verify that repairs have been completed before the aircraft is put back into service.

SECTION 10: Damage

1. A Safety Board will be designated by the Board of Directors for each aircraft accident involving either a member of the Club or any equipment belonging to the Club, providing such accident resulted in damage to equipment exceeding \$200.

- 2. The Safety Board will consist of three (3) members who were not involved in the accident.
- 3. The Safety Board will take all steps necessary to ascertain the facts, conditions and circumstances of the accident; will arrive at conclusions regarding the probable cause of the accident and the responsibility for the accident; and will make known to the Board of Directors, and to all parties involved in the accident, its findings in a written report.
- 4. Equipment Failure Accidents caused by the failure of aircraft or engine equipment beyond the control of the member flying at the time will be the responsibility of the Club.
- 5. Pilot Error Costs arising from accidents or misuse caused by pilot error, though not by virtue of a violation of FAA, state, local or Club regulations, and not by virtue of the failure of the aircraft or engine equipment beyond the control of the member, will be the responsibility of the member causing the accident to the extent that the same is not covered by insurance.
- 6. Willful Violations Accidents caused by willful violation of FAA, state, local or Club regulations will be the sole responsibility of the member engaging in such violation and such member will be liable for resulting damages or costs. If the damage is covered by insurance, then the member is responsible for all costs over and above the insurance payment. In addition, that member may be considered for suspension or expulsion from the Club.
- 7. The Board of Directors, upon receipt of the findings of the Safety Board, will offer to all parties involved in the accident the opportunity of a hearing. After the hearing, or if such hearing is waived by all parties involved in the accident, the Board of Directors will decide the financial responsibility for any damages to Club property. The decision of the Board of Directors will be final.
- 8. The Board of Directors may, by majority vote, impose financial responsibility on amember for any loss or damage to Club property caused by that member, provided, however, that the amount does not exceed the specific deductible as stated in the applicable insurance policy of the aircraft the member was operating. Recommendations of the Board of Directors will be approved by a recorded vote of members in good standing who are present and voting at the meeting where such a matter is being considered.
- 9. All financial obligations imposed on any member as a result of the decision of the Board of Directors will be satisfied within thirty (30) days of written notice, unless specifically extended by the Board of Directors.

(End of MFT Operating Rules)