

ULTRALIGHT SQUADRON OF AMERICA

BY-LAWS

REVISED SEPTEMBER 2008

1. Name of Organization

Ultralight Squadron of America (USA)

2. Status:

This association is a non-profit, Mutual Benefit Corporation. It is expressly intended for the enjoyment of its private membership.

3. Purpose:

Private membership gathered for the purpose of education, safety and enjoyment in the theory and practice of ultralight/sport plane flying activities.

4. Officers:

- A. There shall be five (5) officers: President, Vice-President, Secretary, Treasurer and Sergeant-at-Arms. They shall serve for a period of one year beginning on the first day of July and extending through the 30th day of June of the following year or until the officer's successor is elected.
- B. The office of the President shall be held for no more than two consecutive years by any individual. After being out of office for a minimum of one year, a member shall be eligible for re-election to the office of President
- C. Any officer may be removed from office before his respective term expires upon unanimous consent of the other officers and/or a quorum vote of the general membership.
- D. Any officer may resign his office without reason or explanation by notifying the rest of the board of his intent.
- E. The Board will call for a Special Election to fill the Board vacancy at any monthly general membership meeting during the year. The Section 12 Rules for Voting shall apply.
- F. See Attachment A for description of Club Officers' responsibilities.

5. Clubhouse:

A non-smoking facility shall be maintained for the gathering of members at periodic intervals as well as for the individual enjoyment of members including overnight camping. Clubhouse rules shall be posted in the clubhouse.

6. Meetings:

Meetings shall be held on the first Saturday of the month at 10:00 A.M. excepting those months where a holiday prevails, in which case the meeting shall be held on the following Saturday.

7. *Airpark:*

All members shall comply with the existing conduct and flight rules of Perris Valley Air Park.

8. *Club:*

All members shall obey existing by-laws of the club (USA) and current regulations. See Paragraph 19, Disciplinary Action.

9. *Membership*

- A. A member is in good standing when his/her dues and tie-down fees are current and the member is not currently facing disciplinary action.
- B. An Honorary member is a long-time member in good standing whom the Board has determined to have given exemplary support and dedication to the club. Honorary members are exempt from paying monthly dues and retain voting privileges.
- C. An inactive member is a member in good standing who chooses to become inactive in the Club for personal reasons. Inactive members do not pay dues and obtain none of the rights and privileges of active members. An inactive member may reinstate their membership by paying a reactivation fee of \$30.00 which includes the first month's dues. This action reinstates all rights and privileges of a member in good standing.
- D. Any member who loses their active membership status in the Club through a quorum vote may re-apply as a new member after one year from the date of their expulsion. See paragraph 15. Application for Club Membership.
- E. An Associate membership can be granted, by majority vote of the active membership present, for special recognition of an individual or business that the membership feels has given consistent exemplary support to our Club. Associate member may enjoy the social benefits of our club at any time. They will not be dues paying members and they retain no voting privileges in the Club.

10. *Facilities:*

Use of the clubhouse and club tie-down area is limited to members, members' families and guests of members.

- A. All members are fully responsible for family and guests.
- B. Children under 14 years shall be under the constant supervision of the member or his/her spouse.
- C. A member's aircraft may not be flown by a non-member unless the member is present.

D. A member's aircraft may not be flown by another member without the knowledge of the air park when the owner member is not present.

11. Dues and Tie-Down Fees:

- A. Dues shall be collected from the Membership to support club administration and operation. Dues for members without tie-downs shall be \$10 per month unless the member opts to pay the annual membership fee during the first month of the year at a 50% discount of \$60 per year. Members joining after the first of the year shall have their dues prorated. Dues for members with tie-down shall be \$10.00 per month payable no later than Club meeting day for that month. Honorary members, Inactive members, Ultralog Editor, and Webmaster shall not pay dues.
- B. Membership aircraft that are located at Perris are assessed a monthly tie-down fee by the Perris Airpark. The monthly tie-down fee for Club members is determined by the Air Park Manager. The Club Treasurer shall collect the tie-down fee for the Air Park Manager. The tie-down fee shall be payable no later than club meeting day for that month. In the case of a meeting cancellation, it shall be payable by the 10th of the month.
- C. Dues and tie-down fees shall be kept current regardless of a member's geographical status at the time they become due and payable.
- D. A member in good standing may loan his/her tie-down space to another club member in good standing. The original renter of the tie-down space remains responsible for monthly tie-down fee, maintenance of the space, and any damages caused. See Attachment B regarding tie-down availability, hangars and sheds.

12. Voting

- A. Only members in good standing shall be allowed to vote. A member is in good standing when his/her dues and tie-down fees are current and the member is not currently facing disciplinary action.
- B. All measures brought before the membership for a vote shall be passed or rejected only when a quorum of voters is available to participate in the voting procedure. A quorum of voters shall consist of 20% of the members in good standing plus two officers.

13. Adding, Deleting or Amending By-Laws:

A By-law may be added, deleted or amended on an annual basis only at the September meeting. All additions, deletions or amendments will require a quorum vote.

14. Club Newspaper

- A. The club newspaper or "flyer" shall be made available each month on the Club website or distributed by email or regular mail as necessary.
- B. The name of this newspaper or "flyer" shall be the "**ULTRALOG**".
- C. The newspaper or "flyer" shall contain the "minutes" of the previous monthly club meeting along with various articles of interest and comments by club membership.

15. Application for Club Membership:

- A. Any person desiring membership in the club (USA) must be sponsored by a member in good standing.
- B. An “in favor” quorum vote shall place a prospective member on a 90 day probationary period.
- C. If the prospective member receives an “in favor” quorum vote, he/she will pay monthly dues during the probationary period.
- D. At the end of the probationary period the prospective member shall automatically become a full member “with all rights” as long as his/her dues are current and no disciplinary action has been levied upon the prospective member by either the park manager or the club (USA).
- E. Upon obtaining probationary membership, the new member shall pay an initiation fee of \$45.00. Upon obtaining full membership at the end of the probationary period, the new member shall receive a “New Members” packet consisting of, but not limited to, a T-shirt, wings, club colors, decals, etc.
- F. All club members shall sign an acknowledgment of responsibility and waiver of injury form (see attached “ACKNOWLEDGEMENT OF RESPONSIBILITY AND INJURY WAIVER” form) and provide the executed copy to the Club Secretary.

16. Committees:

- A. From time to time, committees shall be formed to accomplish various tasks, goals or events.
- B. Every committee shall have a Chairperson who shall act in the capacity of a club officer as it pertains to the committee’s purpose(s).
- C. A committee Chairperson shall report to the club Vice-President on a monthly basis whenever the purpose of the committee exceeds a 30 day time period.
- D. A committee shall be dissolved by the President when the purpose for which it was formed no longer exists.

17. Responsibilities of Club (USA) Members:

- A. To comply with all air park conduct and flight rules.
- B. To comply with all club (USA) by-laws and clubhouse rules.
- C. To conduct oneself in a courteous and respectful manner as relates to other members, their families and possessions.
- D. To be morally and financially responsible for any damage caused by member, his/her family, pets or guests to any aircraft, vehicle, trailer, sign, viewing station or other item of value whether through negligence or mishap.

18. Flight Rules

All members shall fly according to the Perris Valley Air Park flight rules which are posted in the club house and “Bingonna”, and attached to the By-Laws as *Attachment C*.

19. Disciplinary Action

- A. Any member willfully disregarding USA by-laws may become subject to the disciplinary action of the membership at large through a quorum vote.
- B. Any member who allows their dues or tie-down fees to become more than 90 days in arrears may become subject to the disciplinary action of the membership at large through a quorum vote.
- C. In the event that any member, member’s family, pet or guest causes damage to another aircraft, vehicle, trailer, sign, viewing stand, etc., and does not make arrangements to reimburse the injured party, the club (USA) shall undertake the following disciplinary actions:
 - a. The liable member shall be banned from all club (USA) activities and facilities including tie-downs.
 - b. The club (USA) shall notify the air park manager of the incident so that he may initiate any and all disciplinary action on the part of the air park against the liable member.
 - c. The club (USA) shall provide its full non-monetary cooperation to the injured party in the event that said person seeks legal action against the liable party.
 - d. As a last resort and subject to any applicable law or standard of liability, the club (USA) shall seek to have the aircraft of the liable party impounded.
 - e. The liable member shall be responsible for any and all legal fees, storage fees and any other costs associated with this action.
- D. Any member who loses their active membership status in the club (USA) through a quorum vote may re-apply as a new member after one year from the date of their expulsion.

Club Bylaws Attachment A

Club Officer Responsibilities

President	Responsible for the overall functional operation of the Club. Preside over the monthly club meeting. Provide liaison with the Perris Valley Airport Manager, other local ultralight/light sport Clubs and ultralight /sport plane organizations.
Vice-President	Preside over the monthly club meeting in the absence of the President. Receive monthly Committee reports. Report on committee status at monthly meeting. Arrange for food and drinks at the club meetings.
Secretary	Responsible for taking the Minutes of the monthly Club meeting. Maintaining the membership data base. Filing reports to the IRS, State of California and Dept. of Motor Vehicles. Overseeing the maintenance and operation of the Club Web Site and Ultralog newsletter. The Website Manager and Ultralog Editor will report to the Secretary.
Treasurer	Responsible for maintaining the financial status of the Club and making accurate reports of Club finances at the monthly meeting. Collect dues and tie-down fees from the membership. Pay Club expenses. Maintain Club checkbook.
Sergeant-At-Arms	Brings the monthly club meeting to order and lead the Pledge of Allegiance. Operate the “Raffle”. Responsible for tie-down management and aircraft movement onto and around the field. The Competition Manager will report to the Sergeant-At-Arms.

Club By-Laws Attachment B

Availability of Aircraft Tie-Down Spaces within the Club Specified Area

Tie-down spaces are only available to Club members in good standing. Spaces are not available to non-members and probationary or prospective members. Exception occurs when a non-member buys a plane already occupying a Club tie-down. In which case the new owner must join the Club and pay dues/tie-downs as prescribed by the By-Laws.

Tie-down spaces are available on a “first come – first serve” basis. A sign-up list is provided by the Club Sergeant-At-Arms.

To gain access to the Club tie-down area a non-member must join the Club and be voted in after the prescribed probationary period. At that time they can get on the sign-up list for a spot.

A non-club member interested in locating their ultralight/sport plane aircraft at the Perris Airpark should contact PVAS for an ultralight/sport plane tie-down spot and sign the PVAS waiver before bringing their aircraft on the field.

The airport manager has specified that Club members who tie-down their ultralight/sport plane outside the Club tie-down area will be assessed the same as if their plane was tie-down within the Club area.

No member in good standing can have his ultralight/sport plane aircraft moved or relocated by the Club or any member of the Club without the owner’s consent.

Regarding Tie-Down Spaces with Hangars

The Hangar is the property of the member. The tie-down space is the property of the Airport.

The Club has no responsibility for collecting or arranging “Hangar Rent”. Use of a hangar by a non-owner/occupant is between the owner and occupant. It is required that the occupant be a Club member in good standing and conform to the rules above for obtaining the hangar/tie-down.

Spaces designated as suitable for a Hangar are determined by the Airport and not the Club. Hangar design and construction must be approved by the Airport.

Regarding Storage Sheds

New storage shed placement must be of similar size and style as currently present at the field. New storage shed size/style/placement must be approved by the airport manager.

Regarding Long-Term Trailer Parking

Within the Club designated tie-down area there will be no long term “outside” trailer parking without the expressed permission of the Airport Manager (PVAS) and the Club Membership. Long term trailer parking is permissible within an existing hangar in the Club tie-down area or outside the club tie-down area with the Airport Manager’s consent. Fees for parking trailers are paid directly to the Airport and not the Club. Temporary trailer/motor home parking is permissible within the Club tie-down area for Club events and fly-ins.

Club By-Laws Attachment C

All aircraft will adhere to the published ultralight airpark flight pattern.

All aircraft will remain below 500 feet agl (1920 feet msl) within one mile of the airport.

There will be no aerobatic or “high performance” flying within one mile of the airport without PVAS authorization. All pilots are expected to fly in a safe, professional and courteous manner at all times.

All pilots are responsible to “see and avoid” and give right-of-way to parachutists and hot air balloons.

For pilot safety it is strongly recommended that pilots of “open cockpit” aircraft wear helmets.

All aircraft will avoid over-flying the main runway, “drop zone” north east of the main runway, the Bomb Shelter Restaurant and pool area or the vertical wind tunnel.

Ultralight club/members are not authorized to operate ultralight or light sport aircraft for hire without PVAS authorization.

Field based single place ultralight aircraft will comply with FAA Part 103 regulations.

Field based pilots of N-numbered Light Sport aircraft must possess a Sport Pilot or General Aviation certificate and be current to fly at Perris Airport.

Only ultralight club members are allowed to use the ultralight airpark runways for take-off and landing.

Club members must sign the seven page airport waiver before operation any aircraft at Perris Airport.

Club member pilots are expected to use good judgment and common sense in adhering to the FAA regulations and if appropriate, self certifying a sound medical flying status including Part 103 pilots.

Transient pilots are welcome at Perris Airpark. It is assumed that all transient pilots have met the requirements to legally fly their type and class of aircraft. Transient pilots operating out of the ultralight airpark for competitions, etc must complete and sign the seven page airport waiver.

All non club member transient ultralight/light sport pilots and passengers participating in flying events at Perris Airport sponsored by the Ultralight Squadron of America must complete and sign the seven page airport waiver and be sponsored by an active club member.

Field based aircraft sold to outside individuals cannot be flown from the field.

Other than insuring that members agree to adhere to airport regulations, FAA regulations, and to fly safely, the Ultralight Squadron of America will not be a Policing Agency for the FAA.

**ACKNOWLEDGMENT OF RESPONSIBILITY AND
INJURY WAIVER**

I have read the current Ultralight Squadron of America by-laws and agree to abide by them as a club (USA) member.

Initials

I have read the currently posted Perris Valley Air Park Conduct and flight rules and agree to abide by them as a club (USA) member.

Initials

I understand that my aircraft may be impounded because of damages caused if I do not attempt to make immediate restitution to the injured party and that my aircraft will be held until satisfactory arrangements for repayment have been made.

Initials

I understand that I may be expelled from the club (USA) for gross negligence and/or failure to pay membership dues and tie-down fees as required in the by-laws.

Initials

I understand and agree that any injury to myself or my family, whether self-inflicted or as a matter of circumstance, is part of the risk one takes in participating in the sport of flying and more specifically in being present at an air park and flight line. I waive any and all causes of action against Perris Valley Airport, Perris Valley Aviation Services, Perris Valley Air Park, all management and owners of the above named entities, the Ultralight Squadron of America, and all individual members for any injury inflicted upon me or my family in conjunction with my participation as a club (USA) member excepting where there is evidence of "foul play" or gross negligence, in which case I reserve my right to seek legal counsel.

Initials

Printed Name

Signature

Date

Return signed copy to Club Secretary at meeting or by mail.