

ZONE CLUB



Lorain County Regional Airport
44050 Russia Road
Elyria, Ohio 44035

MEMBERSHIP AGREEMENT

RULES AND REGULATIONS

WELCOME

Aviation has a fascinating history. The appeal of flight is deeply imbedded in our roots as a society. General aviation continues to evolve in new and exciting ways. Unfortunately, it continues to become more and more expensive. Pilots are being grounded from recreational flight because of ever increasing costs. Zone Aviation strives to return the fun, functionality, and affordability back to general aviation by providing flight training, aircraft rental, sales and fractional ownership for the aviation enthusiast previously economically excluded the joys of flight.

On behalf of Zone Aviation, welcome back, or welcome to, a whole new world in general aviation.

The following Membership Agreement and Rules and Regulations for membership in the “Zone Club” define the rules and privileges associated with membership. Zone Aviation requires membership for aircraft rental and instruction at advertised rates.

We’re excited; we believe that the next ten years will be general aviation’s best years. The FAA’s recent decision to create the Light Sport Pilot Certificate allows anyone to fly. Training to be a pilot is no longer for the “elite”. Your choice, Zone Aviation’s “Zone Club” for training, rental or both, is wise. We’re poised to be the leader of a family of knowledgeable, safe and competent pilots who dreamed of flight, but never believed it was possible. You are the new future of general aviation!

Thank you,
Bob Snezek CFI,CFII
Dave McGlynn

ZONE AVIATION, LLC. Membership Agreement "Zone Club"

Zone Aviation, LLC. accepts the member application form and the appropriate member initiation fee and dues selected as follows:

____ Annual (student) Waived initiation fee \$500.00/ year	____ Monthly (student) \$ 100.00 one time Initiation fee \$ 50.00/ month	____ Rental Member Only Published Hourly Rate No Discount on Hourly Requires Renters Insurance
____ Annual (pilot) Waived initiation fee \$ 500.00/ year	____ Monthly (pilot) \$ 100.00 one time initiation fee \$ 50.00/ month	

From _____ (hereinafter "member") as a member of Zone Aviation, LLC. "Zone Club", the member is entitled to all rights and privileges of membership as defined in the "Rules and Regulations" of this agreement.

Changes to a member method of dues payment, monthly or annual, may only be made within one month of the anniversary of this agreement by notifying Zone Aviation, LLC. in writing. Member agrees dues are recurring and member may terminate his/her membership at any time by notifying Zone Aviation, LLC. in writing, provided that member has no other financial liabilities with Zone Aviation, LLC.. If a member terminates his/her Annual membership he/she agrees to pay a \$25.00 administrative processing fee. Unused months of an Annual Membership will be returned to the member at a rate of \$ 41.66 per unused month. If a member terminated his/her Monthly Membership he/she agrees to pay a \$25.00 administrative processing fee. Zone Aviation, LLC. reserves the right to terminate any member at any time provided written notice is given. Zone Aviation, LLC. or the member may terminate this agreement without due cause. Member also agrees that Zone Aviation, LLC. may change Monthly or Annual fees as deemed necessary.

The member agrees that Zone Aviation, LLC. , its officers, members, directors, employees, agents and assigns are not responsible and shall have no liability for any and all losses, costs, attorney's fees, judgments, settlements arising from claims, actions, causes of action, demands, damages or expenses for personal or bodily injury to or death of person(s), loss of consortium, loss of service and loss of or damage to property due to the member's erroneous, improper or negligent possession, entrustment, flight, use or operation of any aircraft owned or leased by Zone Aviation, LLC..

The member further agrees to indemnify and hold harmless Zone Aviation, LLC., its officers, directors, members, employees, agents, and assigns from any and all damages including, but not limited to, the member's erroneous, improper, or negligent possession, entrustment, flight use or operation of any aircraft owned or leased by Zone Aviation, LLC.. The member further agrees that Zone Aviation, LLC. and its fellow member(s) are not liable for any damages that may arise if a flight cannot be commenced or terminated as intended.

Zone Aviation, LLC. for itself, its officers, members, directors, employees, agents, assigns and anyone acting on its behalf, waives the right to subrogation for any valid and collectible insure loss.

The member shall have a current Federal Aviation Administration (FAA) pilot certificate with the appropriate ratings, a medical certificate of the appropriate class, a biennial flight review per the Federal Aviation Regulations (FAR's) requirements, an annual Zone Aviation, LLC. proficiency check and meet FAR's currency requirements. Copies of appropriate logbook sign-off(s), medical and other documents must be on file and kept current in the Zone Aviation, LLC. office documenting compliance with the above requirements for the member to maintain his/her flight privileges. The member agrees not to permit any person who is not fully qualified in accordance with all laws and all Zone Aviation, LLC. requirements to fly any Zone Aviation, LLC. aircraft.

The member agrees to use the aircraft only for lawful purposes and to abide by all FAR's, Zone Aviation, LLC. regulations, local, state and federal laws, statutes and regulations as well as good operating practices and procedures. The member agrees not to fly any aircraft which, upon preflight inspection and review prior squawked discrepancies, does not appear to be in proper operating condition for the intended flight or is otherwise not airworthy. In addition, the member agrees to abide by all regulations at each airport of intended use.

The member agrees that all Zone Aviation, LLC. Initiation fees, annual and monthly membership fees, aircraft rental rates, and Zone Club Benefits are subject to change.

The undersigned member has read and understands the Zone Aviation, LLC. agreement and acknowledges receipt of the Zone Aviation, LLC. operating rules and regulations and Zone Club benefits.

Signed: _____ Date: _____

Print: _____

Accepted: _____ Date: _____

Zone Aviation, LLC.
44050 Russia Road Elyria, Ohio 44035

Zone Aviation, LLC.

Zone Club Membership Rules and Regulations

Article 1

No member may act as pilot-in-command (PIC) of a Zone Aviation aircraft unless that person is a member in 'good standing'.

A member in 'good standing' means an active member who is current with his/her financial obligation to Zone Aviation and who complies with all of the general operating procedures and rules and any amendments made thereto.

Article 2

No member may act as PIC of any Zone Aviation aircraft if that person's records indicate that he/she is grounded for any reason until that person has remedied the particular reason or reasons for grounding and provides proof via photocopy to Zone Aviation.

Article 3

No member may act as PIC of any Zone Aviation aircraft unless the aircraft is found, upon preflight inspection, to be in an airworthy condition.

The member must perform a thorough preflight inspection of the aircraft, including, but not limited to, a visual inspection of the fuel/oil and any other fluid levels as applicable, prior to the initiation of each flight. 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 which may affect the airworthiness of the aircraft, the aircraft shall not be flown until that condition is corrected and the discrepancy shall be documented in the Zone Aviation office on the appropriate aircraft discrepancy log.

The preflight preparation shall include all preflight planning required by part 91 of the FAR's which includes, but is not limited to, checking for the required aircraft documents and a review of the remarks in the aircraft discrepancy log as applicable for each aircraft.

Article 4

No member may act as PIC of a Zone Aviation aircraft contrary to any FAR's, any state, federal, local or Zone Aviation laws and regulations, or in any other manner that poses a threat to the safety of persons and/or property.

The member renting an aircraft shall be solely liable and responsible for all flying fines, penalties, and forfeitures imposed for violation of federal, state, county, city or local law pursuant to the rental agreement.

The member is responsible for all costs incurred for retrieval of an aircraft seized by any government agency for any reason and for costs of restoring the aircraft to the condition it was in before the seizure.

Article 5

No member may act as PIC of a Zone Aviation aircraft unless that person has an endorsement in his/her logbook stating he/she is competent to act as PIC in that make and model aircraft.

Article 6

No member may act as PIC of any Zone Aviation aircraft unless, within the preceding twelve (12) months, that person has completed a Zone Aviation pilot proficiency review given by an authorized Zone Aviation instructor. Only the Zone Aviation Chief Instructor may waive this requirement.

Article 7

No member may allow a flight instructor not employed by Zone Aviation to act as PIC or fly in any aircraft owned or leased by Zone Aviation for compensation.

Article 8

No member may act as PIC of any Zone Aviation aircraft from the right seat without approval from Zone Aviation.

Article 9

No member may act as PIC of a Zone Aviation aircraft in weather conditions less than the minimums prescribed for legal visual flight rules (VFR).

No member may act as PIC of a Zone Aviation Light Sport Aircraft under instrument flight rules (IFR).

Article 10

No member may act as PIC of a Zone Aviation aircraft unless that person has completed the flight reviews outlined in parts 61.56 and 61.57 of the FAR's.

Article 11

Each flight must be logged in the approve flight and dispatch log. The member shall include his/her name and both beginning and ending Hobbs hour meter readings.

Article 12

Fuel/oil purchases that are made with each flight shall be recorded on the dispatch sheet as well as the Hobbs meter time added as well as amount added.

Article 13

The member will be responsible for all expensed incurred during the operation of an aircraft except for fuel and oil. Fuel and oil will be credited to the member at the rate paid by the member to the rental rate, provided the member presents a current and complete receipt. Receipt for fuel/oil purchases must be presented to Zone Aviation upon return of the aircraft.

Article 14

No member may initiate a flight in a Zone Aviation aircraft unless there is enough fuel in the aircraft to satisfy the requirements of part 91 of the FAR's plus 30 minutes additional reserves.

Article 15

Members shall exercise extreme care and caution while adding fuel and or oil to a Zone Aviation aircraft.

During all refueling operations the member must assure that:

- 1.) The aircraft is properly grounded.
- 2.) Passenger has exited the aircraft.
- 3.) Proper aviation fuel is used.
- 4.) Fuel caps are secure and vented in proper position.
- 5.) Fuel and sump drains are checked for contamination.

Article 16

Adding oil to a Zone Aviation aircraft shall be conducted with extreme caution and diligence to avoid overfilling and engine compartment spillage.

Members are required to follow oil filling instructions found in the aircraft, and use appropriate grade oil.

Members will be liable for engine damage due to improper oil level, failure to follow oil filling instructions, or any oil related damage to a Zone Aviation aircraft engine.

Member must have Zone Aviation's approval to add oil to an aircraft.

Article 17

No member may act as PIC of a Zone Aviation aircraft that is loaded contrary to the weight and balance requirements, as outlined in the respective POH, for that particular aircraft.

Article 18

No member shall smoke or have open beverages in any Zone Aviation aircraft.

Article 19

No animals may be carried in a Zone Aviation aircraft.

Article 20

No member may allow an individual under the influence of alcohol or drugs to board a Zone Aviation aircraft.

Article 21

All members should use extreme caution taxiing and during all ground operations. Appropriate taxi speed shall be maintained for the conditions.

Article 22

No member may attempt to fly a Zone Aviation aircraft in any unpaved surface airport. Use of unpaved surface airports may only be allowed with a logbook endorsement from the Zone Aviation chief flight instructor. Use of such airports may require flying to airport of intended use with the chief flight instructor first.

Article 23

Any member wishing to fly to an airport with a paved surface runway of less than 2000 feet must have an endorsement and approval of Zone Aviation and our chief flight instructor.

Article 24

Upon the termination of each flight, it is the members responsibility to assure that the aircraft is properly secured and all post flight procedures are complied with.

Article 25

Any member who leaves a Zone Aviation aircraft in an unsightly condition, and/ or is abusive to the aircraft or equipment, may be terminated of all Zone Aviation Zone Club membership privileges, fined for repair of aircraft or equipment, charged for cleanup, and is denied any refund of membership dues paid.

Article 26

Zone Aviation shall not be responsible for any loss or extra expenses incurred by any member or passenger as a result of mechanical difficulties with the aircraft or any other reason that a flight cannot be completed as planned.

Article 27

It is the responsibility of each member to return the aircraft to Lorain County Regional Airport after each flight, regardless of the reason for the delay. If an aircraft is abandoned at any other location, the cost of retrieving the aircraft shall be the responsibility of the member renting the aircraft. Does not include mechanical problems not caused by PIC.

Article 28

No member shall authorize any maintenance to a Zone Aviation aircraft without prior written approval from Zone Aviation management.

A member may authorize up to \$75.00 in maintenance repairs if Zone Aviation management cannot be contacted and the flight can be continued without jeopardizing safety.

A member who authorizes maintenance to a Zone Aviation aircraft in excess of \$75.00 without the written approval of Zone Aviation management will be personally financially responsible for repair or maintenance.

Article 29

A member who is involved in an aircraft incident and/or accident will forfeit his/her account balance until such time that all damages have been repaired and all other obligations to Zone Aviation as a result of the damages are settled by the club insurance.

Article 30

A member is responsible for the "loss of use" of a club aircraft which is involved in an incident or accident, is disabled, or confiscated for any reason while in his/her custody and care. The loss of use will be calculated as follows: 1% of the insured value plus 50% of the monthly insurance premium until such time as the aircraft is returned to service or the owner receives payment from the insurance company.

Article 31

Zone Club Member Initiation Procedure:

- 1.) Complete all applicable membership application(s), membership agreement(s), and Insurance document(s) for the approval of Zone Aviation.
- 2.) Present pilot certificate(s), medical certificate, logbook endorsements, sign-offs, photo identification with birth certificate, or passport for photocopying to Zone Aviations approval for filing.
- 3.) All membership and initiation dues must be paid.
- 4.) A valid credit card must be put on file for all Zone Aviation charges due.

Article 32

A member may go to inactive status on a monthly membership program for a minimal monthly charge of \$10.00 per month, provided the member has been active for at least 6 months or longer. Member must submit a letter of intent to go inactive in writing to Zone Aviation for their approval. A member once declared inactive will be required to be so for a minimum of six months. If the member returns to active status within this six month period, Zone Aviation reserves the right to collect the full monthly membership fee from the member for the inactive months.

A member on an annual membership fee may not go inactive. No annual unused membership fees will be returned to the member. Annual memberships are on a discounted basis and therefore ineligible for inactivation.

Article 33

A member on an annual or monthly membership who terminates membership with Zone Aviation and desires to reestablish membership privileges must have absent from membership for at least six months. Zone Aviation reserves the right to consider reestablishment on a case by case basis, but reserves the right to assess membership fees retroactive to the time of termination.

Article 34

No member may fly a Zone Aviation aircraft with a balance due account. All aircraft rental and instruction fees must be paid at termination of flight or flight training.

Article 35

Member agrees that all flights and flight training must be scheduled through Zone Aviations online scheduler accessed via zoneaviation.com.

Article 36

Any reservation by a member for an aircraft must be cancelled through the online scheduler if the flight will not take place.

- 1.) Reservations for aircraft rental Monday thru Thursday may be cancelled up to one hour before flight. If a reservation is not cancelled through the online scheduler at all, or less than one hour before flight and VFR conditions exists, the member agrees to pay one half the hourly rental rates for the time scheduled. The one half hourly rates apply for scheduled instruction under the terms above as well.

- 2.) Friday, Saturday, Sunday and Holiday reservations must be cancelled eight hours in advance via the online scheduler if the flight will not take place. Reservations cancelled within 8 hours or not flown, and VFR conditions exist, will be billed to the member at a rate of one half the hourly rate for the time scheduled. Any instruction scheduled will also be billed at one half the hourly rates under the guidelines outlined above.
- 3.) Members will not be liable for rental or instruction fees if IFR conditions exist at time of proposed flight.

Article 37

Any reservation may be changed by Zone Aviation for aircraft maintenance, and will take precedence of any other reservation. The member will be notified of schedule changed due to aircraft maintenance.

Article 38

Daily aircraft rental minimums will be as follows:

- 1.) If a member reserves an aircraft for more than six consecutive hours during a week day (excluding Fridays and holidays), that member will guarantee a minimum of one hour of aircraft rental per twelve hours of scheduling.
- 2.) If a member reserves an aircraft for more than six consecutive hours during a weekend (including Fridays and holidays), that member will guarantee a minimum of one and one half hours of aircraft rental per twelve hours of scheduling.
- 3.) Any member who reserves an aircraft for more than five consecutive days must have authorization from Zone Aviation.
- 4.) Any member who arrives more than twenty minutes late for a reservation may be subject to forfeiture of his/her scheduled aircraft.

Article 39

All student pilots must be assigned an authorized Zone Aviation instructor. This instructor will serve as his/her primary flight instructor for guidance and eventual solo endorsement(s) throughout his/her flight training. This does not mean that students may not fly with other Zone Aviation instructors.

Article 40

No student pilot may solo a Zone Aviation aircraft without a current student pilot certificate, the appropriate pilot logbook with the necessary endorsement(s) and or limitations, and a current VFR navigational chart.

Article 41

No student pilot may solo a Zone Aviation aircraft unless that student has satisfactorily completed a pre-solo written exam and flight check, and meets the appropriate requirements and limitations of part 61 of the FAR's as they relate to student pilot solo operations.

Article 42

No student pilot may solo a Zone Aviation aircraft unless, on the day of the proposed solo flight, the student pilot has consulted and authorized Zone Aviation flight instructor and has received approval to conduct the solo flight from the instructor under the known conditions and limitations that may be in the students logbook. An instructor, at his/her discretion, has the right to prevent a solo flight operation from occurring, if that instructor believes the conditions are not conducive to such a flight operation and safety could be compromised.

Article 43

No student pilot may attempt a solo cross-country flight in a Zone Aviation aircraft unless an authorized Zone Aviation flight instructor, on the day of the proposed cross-country flight, has reviewed all of the proposed cross-country flight planning, the current and forecast weather, all the alternatives if the flight cannot be completed and any other information he/she may feel necessary for the safe execution of the cross-country flight, and has given his/her approval and appropriate solo cross-country endorsement in the student pilots logbook.

Article 44

No student pilot may attempt a solo in a Zone Aviation aircraft unless the aircraft has enough fuel for the proposed flight plus one hour reserve after landing. No student pilot may commence a solo flight in excess of one and one half hours without the aircraft having full fuel tanks prior to departure.

Article 45

No student pilot may conduct repeated solo flights in a Zone Aviation aircraft to any airport(s) that he/she has not received dual instruction at and/or has received the appropriate logbook endorsement(s) for such an operation from an authorized Zone Aviation instructor. This does not prohibit or limit a landing at an airport that has not been authorized for an emergency.

Article 46

No student pilot may attempt a flight in a Zone Aviation aircraft unless that aircraft is found, upon completion of a preflight inspection, to be in an airworthy condition. This includes, but is not limited to, reviewing the discrepancy file, aircraft logbook(s), required aircraft document(s), 100 hour inspection, annual inspection, and transponder inspection due dates.

Article 47

No student pilot may operate solo one hour before sunset to one hour after sunrise.

Article 48

No student pilot may attempt a solo flight in a Zone Aviation aircraft unless the following weather minima exist:

TRAFFIC PATTERN

- 1.) 1500 foot ceiling or higher
- 2.) 5 or more statute mile visibility
- 3.) Headwind component not to exceed 10 knots
- 4.) Crosswind component not to exceed 7 knots

PRACTICE AREA

- ❖ 2000 foot ceiling or higher
- ❖ 8 or more statute mile visibility
- ❖ Headwind component not to exceed 10 knots
- ❖ Crosswind component not to exceed 7 knots

CROSS COUNTRY

- 1.) 3000 feet ceiling or higher
- 2.) 8 or more statute mile visibility
- 3.) Headwind component not to exceed 10 knots
- 4.) Crosswind component not to exceed 7 knots

All limits imposed by a Zone Aviation flight instructor in a student pilot's logbook endorsement(s) supersede the minima above.

ZONE AVIATION
Notice of Insurance Coverage

Per Section 4561.25 of the Ohio Revised Code, you are notified that as a member of Zone Aviation's Zone Club, you are insured under a policy of insurance provided by the undersigned and providing aircraft liability coverage. Coverage per occurrence is in the following amounts:

- One Million dollars (1,000,000) combined bodily injury and property damage liability.
- One Hundred Thousand dollars (100,000) bodily injury liability per passenger.
- One Hundred Thousand dollars (100,000) bodily injury liability per member.

Hull insurance in favor of the aircraft is maintained for Zone Aviation, LLC.

Please note that you may wish to consider purchasing additional insurance. This is called "renters insurance." It is commercially available. Whether or not you need additional insurance is dependant upon your personal situation and you should consult an insurance expert in making this decision.

As a member of Zone Aviation's Zone Club, I the undersigned understand and agree to the above aircraft insurance coverage.

Signed: _____ Print: _____

Date: _____

Members must have a CFI sign-off for aircraft to be flown.

RAMP SAFETY:

A safe flight begins with safety on the ground. On many airports there is considerable activity: ground vehicles such as fuel trucks, catering trucks, aircraft tugs, mechanics running up engines, aircraft starting and taxiing, and pedestrians walking on the flight line. The first rule is LOOK. Due to the constant movement and noise, you must watch continuously. Never trust your ears alone to warn you. Look for rotating beacons and occupants in aircraft.

The Propeller: When on the ground the propeller is the most dangerous part of the airplane. Always give it your respect. Never "hand prop" a plane to start it. If you are having trouble starting a plane, contact a Zone Aviation employee or your instructor.

Under some light conditions it is difficult to see a revolving propeller. The airplane is such an unfamiliar vehicle to many people that they do not even notice the propeller. Never let your mind stray while walking around the ramp, and be alert for other persons on the ramp while the engine is running. Always remember SAFETY FIRST!

Except for an authorized cockpit check, no one may sit in the cockpit until the flight is ready to start and until after the preflight check. Never allow anyone around the airplane with the engine running. Always stop the engine before either loading or unloading passenger(s).

UNDER NO CIRCUMSTANCES IS ANY MEMBER ALLOWED TO MOVE THE AIRCRAFT PROPELLER.

I have read and understand the above safety information.

Signature: _____ Date: _____

Print: _____

ZONE AVIATION, LLC.
CREDIT CARD SIGNATURE AUTHORIZATION WAIVER

I, _____, a Zone Aviation, LLC. "Zone Club" member in good standing, do hereby authorize Zone Aviation, LLC. to automatically charge my credit card account for ALL charges accrued on my Zone Aviation account. My signature on this "Signature Authorization Waiver" will serve as the signature on file.

MEMBERS: I understand that if I am a member of Zone Aviation, LLC. Zone Club my credit card on file through this "Signature Authorization Waiver" will be charged at the termination of each rental, instruction, or both. I also understand monthly or annual membership dues will be charged per the "Zone Club" membership agreement.

RENTAL ONLY MEMBERS: I understand that if I am a Rental Only Member of Zone Aviation's "Zone Club", I am required to have a credit card on file, and complete this "Credit Card Authorization" to authorize Zone Aviation, LLC. to charge my card for rental, instruction and Rental Only Member fees. I further understand I authorize Zone Aviation, LLC. to charge my credit card \$ 1,000 immediately if I damage an aircraft, or its equipment to the extent that Zone Aviation, LLC. will be required to file an insurance claim.

Name as shown on credit card: _____

Card type: _____ Visa / MasterCard / Discover / American Express

Credit card account number: _____

Credit card security number: _____

Expiration date: _____

Credit card billing address:

Street: _____

City: _____ State _____ Zip _____

Signed: _____ Date: _____

Name Printed: _____

“ZONE CLUB” MEMBERSHIP BENEFITS

As a Zone Club member you are entitled to the following membership benefits exclusive to Zone Club members only.

These benefits are subject to change at the discretion of Zone Aviation, LLC. All members will be advised of any changes to these benefits in writing.

BENEFITS:

Student Pilots: (Light Sport Aircraft Only)

- 1.) Aircraft rental: \$12.00 off regular hourly rental rates.
- 2.) Flight instruction \$45.00 per hour.
- 3.) Free aircraft rental for FAA practical exam (Check Ride). 2 hour limit. (Monthly and Annual members only)
- 4.) 20% off special ground schools. (Monthly and Annual Members only)

Pilots: (Light Sport Aircraft Only)

- 1.) Aircraft rental: \$7.00 off regular hourly rental rates.
- 2.) Flight instruction \$45.00 per hour.
- 3.) Earn free flight hours.
Earn one free hour of aircraft rental for every 10 hours of aircraft rental. Hours may be accumulated, but must be used within each calendar year. (Monthly and Annual members only)
- 4.) 20% off special ground schools.(Monthly and Annual members only)

Make the joy of flight even more affordable by selecting our annual membership plan.

Just \$500.00 per year! That's 2 months of membership FREE!

Don't forget, 1 hour free for every 10 flown! That works out to only \$81.81 per flight hour as an Annual or Monthly member!

THANK YOU!
ZONE AVIATION – A NEW DAWN IN GENERAL AVIATION!

