



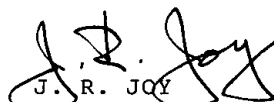
DEPARTMENT OF THE NAVY
HEADQUARTERS UNITED STATES MARINE CORPS
WASHINGTON, DC 20380

MCO P1710.16
EMWD
6 May 93

MARINE CORPS ORDER P1710.16E

From: Commandant of the Marine Corps
To: Distribution List
Subj: MARINE CORPS AERO CLUB PROGRAM MANUAL
Ref: (a) MCO P1700.27
Encl: (1) LOCATOR SHEET

1. Purpose. To provide for the establishment of Marine Corps Aero (Flying) Clubs (hereinafter referred to as Aero Club(s) or Club(s)) and to set forth basic policies and procedures under which such clubs will function.
2. Cancellation. MCO 1710.16D.
3. Summary of Revision. This revision updates policies and procedures for Marine Corps Aero (Flying) Clubs in alignment with the policies and procedures established in the reference for MWR activities.
4. Recommendations. Recommendations for changes to the Marine Corps Aero Club Program Manual are invited and should be submitted to the Commandant of the Marine Corps (MWD) via the appropriate chain of command.
5. Reserve Applicability. This Manual is applicable to the Marine Corps Reserve.
6. Certification. Reviewed and approved this date.


J. R. JOY
By direction

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MARINE CORPS AERO CLUB PROGRAM MANUAL

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ESTABLISHMENT AND DISESTABLISHMENT OF AN AERO CLUB

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CHAPTER 1

ESTABLISHMENT AND DISESTABLISHMENT OF AN AERO CLUB

1000. SPECIFIC APPLICATION. Commanders, club personnel, and other personnel responsible for implementing the Marine Corps Aero Club Program will comply with this Manual.

1. The commanding officer shall publish instructions as may be necessary to implement, administer, and control the program to ensure that the club operates safely, efficiently, and in a responsible manner. Such instructions shall include:

a. The applicable provisions of paragraphs 30930 and 30931 of MCO P1700.27.

b. A provision that the board of directors or council will meet at least quarterly, or more often if directed by the commanding general or officer, or at the call of the senior member or president. The record of proceedings of the meeting will be submitted to the commanding general or officer for review and approval. The original record of proceedings and action of the commanding general or officer thereon will be maintained in the files of the separate company. Copies, with enclosures, will be furnished to the MWRSPACT and the cognizant regional MCNAFAS audit office for information only. Any action of the Aero Club relating to fees, dues, assessments, purchases, rentals, and leasing of property of a value of \$1,000 or more (or a lesser specified value if deemed necessary by the commanding general or officer) will be included in the record of proceedings.

c. Instructions governing the operation and administration of clubs shall include a constitution, bylaws, and aero club regulations, all of which shall be set forth in writing and approved by the commander. Appendixes A, B, and C are revised samples of the foregoing. Activity commanders for existing Marine Corps aero clubs will review these appendixes for possible revisions to present local directives.

2. Each club shall carry the name of its activity's location. For example, a club formed at Marine Corps Air Station, El Toro would be named "El Toro Marine Corps Aero Club." However, aero clubs in existence prior to the issuance of this Manual may retain their current designations, provided the installation designation is included.

3. Except as authorized by separate regulations for purposes of exercising executive or administrative control over nonappropriated fund instrumentalities (NAFI), military personnel, while in a duty status, and civilian personnel, while in a pay-by-appropriated-funds status, shall not participate in club work assignments; e.g., aircraft maintenance, etc.

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4. Personnel policies and procedures will be in accordance with the provisions of SECNAVINST 5300.22A and MCO P5300.9C.
5. Marine Corps aero clubs will not be established as private organizations.

1001. PURPOSE OF AERO CLUBS. Clubs are established as recreational activities to promote morale and will be operated without discrimination regarding race, color, creed, sex, or national origin.

1. They are established to provide an off-duty, voluntary activity in the interest of morale, welfare and recreation. Aero clubs shall be operated to:

a. Provide active duty military personnel, their families, and other authorized personnel an opportunity to develop skills in aeronautics, including piloting, navigation, mechanics, and other related aero sciences.

b. Encourage an awareness and appreciation of aviation requirements and techniques.

c. Provide a facility designed to meet a recreational need for low-cost, safe, light aircraft operations.

d. Provide a social program in the interest of promoting club activities and morale.

2. Other Uses

a. Per paragraph U3210 of the Joint Federal Travel Regulations (JFTR) and paragraphs C2053 and C4703 of Volume II of the Joint Travel Regulations (JTR), travel via Aero Club owned or government loaned aircraft may be authorized by the commander on appropriated fund or nonappropriated fund (NAF) Temporary Additional Duty (TAD) orders.

b. The use of Aero Club owned aircraft or government leased aircraft will not take precedence over normal government conveyance.

c. Commanders or their designated representatives will include a statement that "Travel by Aero Club aircraft is permitted at the option of the individual traveler for their convenience" in orders authorizing the use of aero club aircraft for TAD.

1002. CHARACTERISTICS OF AERO CLUBS

1. Clubs are designated in Figure 1-2 of paragraph 10601.2 of MCO P1700.27 as "category C MWR activities" within the (NAF) system of

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the Department of the Navy. While clubs are voluntary morale, welfare and recreation activities, they enjoy the status of a nonappropriated fund instrumentality of the Federal Government and shall be so operated as an integral part of the U.S. Marine Corps. As a NAFLI of the Federal Government, Marine Corps aero clubs shall not be incorporated under state or local law. Marine Corps aero clubs will:

- a. Not declare or pay dividends in any form.
- b. Retain all income to finance club activities.
- c. Be composed of voluntary membership.

2. These policies and procedures are applicable to all Marine Corps aero clubs, regardless of location. In clubs within the United States, its territories, and possessions, the policies and principles prescribed in this Manual and in pertinent Federal Aviation Regulations (FAR) and National Transportation Safety Board (NTSB) shall be followed. Clubs sponsored by Marine Corps activities outside the United States may augment this Manual as necessary to comply with the rules and regulations of the country in which the club is located, provided they do not deviate from the intent of this Manual. Notification of all modifications will be promptly transmitted to the CMC (MWD).

3. Club aircraft will be based aboard the activity establishing the club. Such basing, however, must not interfere with the mission of the command and must not incur unauthorized expense by the Government. All club aircraft shall have two-way radio communications for operations at any military airfield.

1003. ESTABLISHMENT OF AN AERO CLUB

1. Per paragraph 30930.2 of MCO P1700.27, commanders of Marine Corps installations may be authorized to establish aero clubs within their respective commands. The request will include a listing of the facilities to be made available to the club and affirming that provisions of facilities or services will not interfere with the mission or operations of the command. The location where club aircraft are to be based, operated, and maintained shall also be specified.

2. Preliminary Steps in Establishing an Aero Club. After one or two Marines who are familiar with aeronautical requirements and are enthusiastic about flying motivate other personnel, these Marines should call a meeting of interested personnel to determine the feasibility of organizing a club and:

- a. Try to determine:
 - (1) How large the initial organization will be.

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(2) The growth potential of the club.

(3) The type of flying desired, such as student flying, cross-country flying, or training for additional ratings.

b. Appoint temporary leaders to direct the formation of the club until elected and appointed leaders can officially take over.

c. Familiarize themselves with the contents of this Manual and other governing directives.

d. Obtain conceptual approval from installation commander for the establishment of a club.

3. Final Steps in Establishing an Aero Club. With the aid of the cognizant office of Counsel for the Commandant, a constitution and a set of bylaws will be drafted. Each club must be organized under a constitution and bylaws that provide for its establishment, operation, and dissolution. The constitution and bylaws format prescribed in appendixes A and B will be used.

a. The items to be included in the club constitution and bylaws are:

(1) In the club constitution:

(a) Name, authority, and objectives.

(b) Relationship of the constitution to Marine Corps directives.

(c) Membership, including the officers of the club.

(d) Quorums and meetings.

(e) Initiation fees to be charged.

(f) Dissolution procedures.

(g) Procedures for amending and adopting the constitution.

(2) In the club bylaws:

(a) Membership classification and privileges.

(b) Membership application, resignation, and expulsion.

(c) Flight regulation endorsement.

(d) Duties of officers and members.

(e) Procedures for amending and adopting the bylaws.

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b. Form an advisory board to act in an advisory capacity to the commander by observing the overall operation of the club as prescribed in chapter 2.

c. Send the financial and business plan, constitution, bylaws, local policies, regulations, and the request for authority to establish the club to the installation commander for submission to the Commandant of the Marine Corps (MWD) for approval at least 60 days prior to planned or desired date of establishment.

4. Upon receipt of authority from the CMC for the establishment of an aero club, the commander will issue a directive establishing the club. (Copies of the directive will be provided to the CMC (MWD); the Chief of Naval Operations (Op-554), and the Commander, Naval Air Systems Command). The directive will contain:

a. Name and location of club.

b. A statement listing the facilities to be made available to the club.

c. A statement affirming that provision of facilities or services will not interfere with the mission or operation of the command.

d. Financial and business plan for the first year of operation of the aero club.

1004. DISESTABLISHMENT OF AN AERO CLUB. Commanders may request authority to disestablish a club per paragraph 30930.3 of MCO P1700.27.

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CHAPTER 2

MANAGEMENT, ORGANIZATION, AND ADMINISTRATION

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CHAPTER 2

MANAGEMENT, ORGANIZATION, AND ADMINISTRATION

2000. GENERAL RESPONSIBILITIES. The CMC (MWD) is the Program Manager for Marine Corps Aero Clubs. Administration and supervision are command functions of the activity establishing the club pursuant to regulatory control by the Department of the Navy, the program manager, and the chain of command (see appendix E). The Chief of Naval Operations (OP-05) and the Commander, Naval Safety Center Provide aeronautical and technical expertise in support of the Marine Corps Aero Club Program as required.

1. Program Managed The Program Manager is responsible for execution of the Marine Corps Aero Club Program including the following functions:

a. Coordinate the provision of policy, technical guidance, and oversight for overall administration of day-to-day operations of Aero Clubs.

b. Maintain liaison with individual club Officials, and local commands to Provide policy interpretation, advice, and assistance.

c. Coordinate centrally Provided support to Aero Club Program such as data Processing, accounting oversight, and insurance matters.

d. Conduct on-site reviews of local Aero Club operations as necessary to ensure adequate CMC (MWD) program management oversight.

2. Sponsoring Activity Responsibilities. The sponsoring commander shall ensure:

a. Within the Capabilities of the command, that the club has hangar, ramp Space, and other facilities such as classroom, meeting, or maintenance Spaces,

b. The aero club manager has issued administrative and Operational Procedures that are implemented per this manual, Federal Aviation Regulations (FAR), and National Transportation Safety Board (NTSB) Regulations

C. Club financial planning, accounting personnel, payroll, insurance, and procurement procedures comply with MCO P1700.27,

d. The club coordinates and maintains a working relationship with local Federal Aviation Administration (FAA) personnel.

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e. The club has a quarterly safety, maintenance, management inspection.

f. The club is included in all command inspection evaluations.

3. Annual Inspection. In addition to the inspection required by paragraph 30930.10 of MCO P1700.27, the commander shall conduct an unannounced annual inspection of the Club. Each report of inspection will be provided to the Aero Club for action. A complete inspection report with notations of corrective action taken will be provided to the commander within 30 days of completion of the inspection. Actions which have not been taken within that period will remain open until completed. A copy of each inspection report will be included as an enclosure to the Advisory Board record of proceedings per paragraph 2002.1.

2001. COMMANDER'S SUPERVISION OF AERO CLUB OPERATION. The responsibilities of commanders include:

1. Director. MWR Activity. The Aero Club, as a Category C MWR Activity operates under the technical direction of the command MWR Director for all MWR matters.

2. Staff Surveillance. Designate staff members from the functional areas outlined below to serve as staff liaison, within their office of primary responsibility, to the advisory board, the MWR Director, and the commander. (Attendance of staff liaison personnel at club advisory board meetings is encouraged.)

a. The command aviation safety officer or ground safety officer in those cases where an aviation safety officer is not assigned.

b. A representative from the command logistics/supply office.

c. A representative from base operations.

2002. THE ADVISORY BOARD. The Board will be comprised of 5 or more active duty military personnel or civilians, appropriated or nonappropriated fund, employees. A majority will be active duty military personnel. The club fund custodian or treasurer elected by the Board or appointed by the commander, will be an active duty military member of the club's parent command or may be the assigned club manager when the manager is employed as a full-time NAF employee.

1. Board members may be appointed by the commander or elected from the general membership, based upon local command and or club requirements.

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2. The members of the Club Advisory Board will be known as Club Officers as defined in paragraph 2003.

3. The Board of Advisors will meet quarterly, or more often if directed by the commander, or at the call of the president, the record of proceedings (see appendix D) and action of the commander thereon will be maintained in the files of the aero club. Copies, with enclosures, will be furnished within 60 days following the Advisory Board meeting to:

- a. CMC (MWD).
- b. Commander and the MWR Director responsible for the aero club.
- c. Cognizant MCNAFAS.
- d. Other Marine aero clubs.

4. The Board, in representing the interests of the general membership, is responsible to the commander for ensuring that the club operates in a safe, efficient, and businesslike manner.

2003. CLUB OFFICERS. Each club will establish specific written position descriptions and responsibilities for each club officer position. Club officers may, subject to the commander's approval, hold more than one position. Descriptions of general duties are:

1. President. The president is a mandatory member of the Board and performs all duties that pertain to the office. The president presides at all club and Advisory Board meetings and coordinates club activities with the cognizant staff office. The president must ensure the club and its members comply with applicable Marine Corps, FAA, and club rules in all areas of club operation.

2. Vice President. The vice president is a mandatory member of the Board and assumes the powers and performs the duties of the president in the absence or disability thereof.

3. Operations Officer. The operations officer is a mandatory member of the Board and is responsible for club flying operations. This officer works closely with base operations personnel, the operations representative appointed by the commander, and monitors the check-out program for each type of aircraft the club operates, to ensure an effective standardization program.

4. Ground Training Officer. The training officer (may be chief flight instructor) organizes appropriate ground school courses for club members, coordinating such training with the flight training program.

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5. Club Safety Off The club safety officer is a mandatory member of the Board. See chapter 5.
6. Club Maintenance Officer. The club maintenance officer is an optional member of the Board. See chapter 6.
7. Secretary. The secretary is an optional member of the Board and keeps the minutes of each meeting of the club and of the Advisory Board. The secretary handles correspondence for the Advisory Board, maintains the club history, disseminates pertinent information to club members, and solicits assistance from the base information officer on matters of club publicity and public relations.
8. Fund Custodian/Treasurer. The fund custodian/treasurer is a mandatory member of the Advisory Board, carries out the duties and responsibilities delineated in MCO P1700.27, maintains a club record of financial activities, and coordinates financial management matters with the MWR Activity Financial Manager.

2004. CLUB MANAGER. Each club will have a designated manager. The manager may be a full-time or part-time NAF employee paid from club revenues, or an individual assigned on a collateral basis. The collateral duty manager will not be eligible nor receive any monetary remuneration for performance as club manager.

1. Relationship of Manager to Director, MWR Activity and the Advisory Board. The manager is under the supervision of the MWR Director for overall MWR matters, and under the supervision of the club president for internal club matters. The advisory board is responsible for providing a job description and operating instructions to guide the manager in conducting the club's business.
2. Selection of the Manager. The Advisory Board may select the manager, subject to approval of the commander. It will check the qualifications of potential employees to ensure selection of a capable, mature, conscientious manager who possesses sound judgment and good business sense. Prime consideration should be given to managerial capabilities, as opposed to flying ratings held.
3. Administrative Functions of the Manager. The club manager conducts the club's daily business, ensures that club facilities are kept clean and orderly, and coordinates all daily club activities and problems with the president of the Advisory Board. The manager will not be assigned duties as fund custodian/treasurer except in cases where the manager is employed as a regular full-time NAF employee. The manager will be designated in writing by the MWR Director as "cash collection cashier." The manager must thoroughly understand and discharge all responsibilities as outlined in the position description. Based on local requirements, and where applicable, the manager will:

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a. Maintain:

(1) A flight schedule log book for all flights on a first-come, first-served basis.

(2) The necessary bulletin boards, charts, status boards, and the pilot's information file.

(3) Currency records (appendix F).

b. Prepares job descriptions for all club employees.

c. Supervise club employees.

d. Immediately report mishaps, overdue aircraft, or other information pertinent to safety to the club and base safety officers.

e. Keep constant surveillance of club supply function to ensure:

(1) Proper accountability and adequate storage for property.

(2) Prompt disposal of excess property.

f. Ensure that notification procedures are established with FAA or base operations to notify a responsible aero club official of overdue aircraft or other emergencies.

g. Other duties as required.

2005. FLIGHT INSTRUCTORS. The Advisory Board designates flight instructors to perform duties. Flight instructors may be retained as employees or through service contracts per MCO P1700.27. In both cases, care should be exercised to avoid conflicts with directives governing Dual Compensation and Dual Employment, (FPM Supplement 990-1) and Standards of Conduct (SECNAVINST 5370.2J). The employment of personnel by the aero club shall be according to SECNAVINST 5300.22A and MCO P5300.9C.

1. Contract instructors shall not perform duties until a properly executed contract has been approved and signed.

2. Club employees may perform duties as flight instructors when their job descriptions include such duties and all fees and revenues from such duties are paid to the club with no additional gain to the employees. Employees, however, whose job descriptions do not include flight instructor duties may be contracted to provide flight or ground instruction for compensations during off-duty hours (evenings, weekends, and holidays).

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3. No person shall instruct without an initial standardization check flight with the chief flight instructor.
4. Each flight instructor shall hold a valid FAA flight instructor certificate.
5. All payments for flight instruction charges will be made to the club. Flight instructors will not be directly remunerated by students.
6. Managers will not ordinarily perform duties as a flight instructor. However, the Advisory Board will ensure that the manager's job description specifies the minimum number of hours to be worked each day, including all flight instructor's duties to be performed.

2006. CHIEF FLIGHT INSTRUCTOR. A chief flight instructor will be designated by the Advisory Board and will supervise and monitor the activities of all club instructors. This instructor will be an FA2\ -certified flight instructor and, when necessary, will meet the requirements of FAR Part 141.

2007. CATEGORIES OF MEMBERSHIP. There are three categories of membership: regular, introductory, and nonpiloting. In these categories, the term "children" refers to any unmarried legitimate child, illegitimate child, adopted child, or stepchild, who has not passed 21 years of age.

1. Regular Membership

- a. Active duty military personnel of the U. S. Armed Forces.
- b. National Guard and reserve military personnel of the U. S. Armed Forces.
- c. Dependents of active duty, National Guard, and reserve military personnel of the U. S. Armed Forces.
- d. Retired U.S. military personnel and their dependents.
- e. One hundred percent disabled veterans and their widows/widowers, dependents, Medal of Honor recipients and their widows and dependents.
- f. DOD civilian employees and their dependents. (This includes employees paid from NAF.)
- g. An Air Force or Army Cadet or Naval Academy Midshipman.
- h. In an overseas location, any Federal Government employee in the area, or a U.S. citizen who is working on a military

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installation, if the local commander determines that club membership is in the best interest of the United States.

i. Retired civilian DOD personnel.

j. Federal Government employees working on a military installation and their dependents.

k. Military personnel of foreign nations and their dependents who are authorized exchange privileges, in CONUS or overseas, or when assigned to the installation.

l. Civil Air patrol personnel and the Federal Aviation Agency.

2. Introductory Membership. May be extended to an individual who is eligible for regular membership. The length of the introductory membership will not exceed 30 days and is not renewable within 2 years.

3. Nonpiloting Membership. May be extended to an individual who is eligible for membership as defined above (paragraphs 2007.1).

2008. SELECTION OF MEMBERSHIP. To become a club member:

1. An individual must submit a membership application, monthly dues, and, if applicable, an initiation fee.

2. Application must be reviewed and granted by the manager (who must verify that applicant is eligible for membership).

3. Applicant will be issued a membership card (prepared locally) and signed by the club manager.

2009. MEMBER'S RESPONSIBILITIES. Each club member must:

1. Be familiar with and follow applicable directives.

2. Pay established dues. Dues will be based on identical rates for all piloting members.

3. Provide assistance in the day-to-day operation of the club as requested by the Advisory Board.

4. Comply with the Navy/Marine Corps Standards of Conduct contained in SECNAVINST 5370.2 by making a concerted effort to avoid any conflict of interest; ensuring that their actions as perceived by others reflect favorably on the CMC, conducting all club business in an ethical manner, and maintaining the high degree of integrity that is traditionally expected of those associated with the Marine Corps.

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2010. MEMBERSHIP PRIVILEGES. Only a regular member, introductory member receiving instructions from a club flight instructor, or a club flight instructor (flying in official capacity) may pilot club aircraft. The commander may authorize specific one-time exceptions to permit a prospective buyer/mechanic/FAA check pilot to fly a club-owned aircraft on a local flight with a club member, provided the individual signs a covenant not to sue (appendix G), and the club manager ascertains that the proper insurance coverage is available.

2011. TRANSFER OF MEMBERSHIP. A club member may be required to pay a club fee when transferring from the present duty station to a new duty station.

2012. COVENANT NOT TO SUE FOR PROPERTY DAMAGE OR LOSS, INJURY OR DEATH, AND INDEMNITY AGREEMENT

1. Each club member who is not an active duty member of one of the Armed Forces of the United States will not be permitted to use club aircraft until a covenant not to sue for property damage or loss, injury, or death, and indemnity agreement (appendix G) has been executed and reviewed by the cognizant office of Counsel for the Commandant. The covenant will be executed at least once each 12 months.

2. Before a flight, each nonmember passenger authorized to ride in club aircraft, who is not an active duty member of any of the United States Armed Forces, will be required to execute a one-time covenant not to sue for property damage or loss, injury or death, and indemnity agreement (appendix G).

a. Each person must execute a separate covenant and agreement. One member of a family may not execute a covenant and agreement for the entire family. In the case of a minor, a parent or legal guardian will be required to execute the covenant and agreement on behalf of the minor.

b. The same executed covenant may be used for known successive flights when it would be impractical for the passenger to execute additional covenants and agreement. (For example, a cross-country flight from Cherry Point to Nashville, from Nashville to Atlanta, and then from Atlanta to Cherry Point, entails three separate flights, but only one executed covenant and agreement by each passenger is needed.) When executed, each covenant and agreement will be retained at the club office where the sponsor is a member, for 3 months, assuming no related claim or problem has arisen.

2013. AERO CLUB RECORDS

1. Each club will maintain a folder for each member, to include as a minimum:

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a. Membership data, including the category (regular, or introductory member) and the basis for eligibility (that is, retired Army major, etc.).

b. A pilot's initial checkout record (appendix H) and other required standardization flights.

c. Aircraft questionnaires for aircraft the member is authorized to pilot. (Standardized answer sheet may be used if properly annotated.)

d. Covenants not to sue (appendix G) (if required).

e. Other data at the discretion of the advisory board.

2. Records of the aircraft and individual club members remain active as long as the aircraft and member remain active.

a. Folders (excluding required FAA and VA records) may be released by the club to the individual members, upon termination or transfer of club membership, and provided the member's account has been cleared. Instructors will include a letter stating the status of training for student pilots.

b. Privacy Act Statements. Per MCO P5211.2, a Privacy Act Statement will be placed on each form used by the Aero Club.

c. Records will be disposed of in accordance with SECNAVINST 5212.5.

2014. INTER CLUB FLYING. Inter club flying is authorized. A current member of one Marine Corps aero club may be allowed to fly an aircraft which belongs to another Marine Corps aero club, if such flying does not conflict with the scheduled flying of local club members, and if the visiting pilot complies with all of the regulations of the local club. The visiting club member will be required to show proof of club membership in good standing, and FAA pilot status. The member must also complete a satisfactory flight check in the aircraft. A host club instructor will conduct the checkout.

2015. GENERAL MEMBERSHIP MEETING. A general membership meeting will be conducted at least twice a year for the purpose of conducting business and electing of officers.

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CHAPTER 3

AIRCRAFT, EQUIPMENT AND SUPPLIES

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CHAPTER 3

AIRCRAFT, EQUIPMENT AND SUPPLIES

3000. ACQUIRING AIRCRAFT. The aero club shall have an aircraft acquisition program which is approved by the commander. The operation of helicopters by the aero club is prohibited. This program must use the club's operational and financial plans and be the basis for purchasing, leasing on an exclusive-use basis, or using government loaned aircraft to meet membership needs. All NAF procurement arrangements will be per MCO P1700.27, and shall result in true operational control of the aircraft by the aero club. All aircraft controlled by a club, regardless of source of procurement, shall be available for the equal benefit of all members. Appropriated funds shall not be used for the purchase of civilian or use of military aircraft. Marine Corps aero clubs are not eligible donees for surplus government property. Aero clubs may purchase surplus government property offered for sale to the general public through the disposal system.

1. Aircraft will be purchased or leased with nonappropriated funds, using following procedures:

a. A decision is made by the club to purchase or lease an aircraft. Specifics must include: make, type, model, and exactly how the aircraft is to be equipped.

b. Obtain approval for purchase through the commander.

2. Leasing of aircraft in lieu of outright purchase is recommended. Whenever feasible, a primary requirement of the leasing agreement should be that aero club reimbursement to the lessor will be on the basis of actual hours of utilization rather than a predetermined rate regardless of hours flown.

3. Because of the need of the government, and its instrumentalities, to avoid conflicts of interest and favoritism in the matters of procurement, the government has a general policy against purchasing or leasing goods/services from government employees except in unusual circumstances. This policy is firmly established with respect to appropriated funds, and is set forth in MCO P1700.27 as guidance for nonappropriated fund instrumentality procurement. Under certain circumstances leasing aircraft from government employees may be an acceptable alternative and broadens the scope of aircraft leasing.

a. Procedures. Aero clubs are authorized to lease aircraft from active duty military personnel or civilian employees, or business organizations substantially owned or controlled by government employees, provided that:

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(1) Such leases are made solely with nonappropriated funds.

(2) The solicitation requirements set forth in MCO P1700.27 are met.

(3) The government employees involved are neither officers of the aero club nor hold advisory or policy making positions with the aero club. Officers of the club is defined as any individual who is appointed or elected to one of the club officer positions contained in paragraphs 2003 or 2004.

(4) The government employees involved do not have official duties relative to the management of local aero clubs, either as decision makers or advisors.

b. Each proposed lease for aircraft from active duty military personnel, civilian employees, or retired personnel must be reviewed by the cognizant office of Counsel for the Commandant to ensure compliance with SECNAVINST 5370.2.

c. Bids must be solicited from reasonably available commercial sources utilizing procurement procedures set forth in MCO P1700.27.

d. The leasing format contained in appendix I will be utilized without variation if practicable. All leases must have a review by the cognizant office of Counsel for the Commandant and signed by the club contracting officer prior to becoming effective. A copy of the signed leasing agreement will be provided to CMC (MWD).

3001. FACTORS TO BE CONSIDERED IN ACQUIRING AIRCRAFT. As a minimum, the following factors must be considered before acquiring aircraft:

1. Membership Needs. Fleet type and size must be tailored to the membership size and activity level. A small member-to-aircraft ratio may result in lower aircraft use and increased fixed operating costs (insurance, depreciation, etc.) per flying hour.

2. Maintenance Cost Per Flying Hour. Weigh the average cost per flying hour for routine maintenance, inspections, repair, engine overhaul or replacement, and modification against the fees charged per flying hour.

3. Fixed and Variable Cost Obligations. Consider the effect of high depreciation, insurance costs, and lower maintenance costs of a newer aircraft versus lower depreciation, insurance costs, and higher maintenance and upkeep on a newer aircraft may be more cost effective if the aircraft is not kept for a long term.

4. operational Use for the Aircraft. If needed for training, a standardized type of aircraft for students in primary training will

increase efficiency of scheduling, supervision, and safety. Complex aircraft (multi-engine, retractable gear, multi-place, IFR, etc.) may place an undue hardship on the club members' capability to operate such aircraft safely and economically. All aero club aircraft shall have dual flight controls.

5. Financial Obligations. The financial condition of the club must be stable enough to support the acquisition of all aircraft and associated equipment. A budgeted projection of income and operating costs as well as cash flow is needed to reach a sound financial decision.

3002. GOVERNMENT-LOANED AIRCRAFT. Military aircraft suitable for aero club use and in excess of military requirements may be made available to aero clubs on a loan basis at no cost, subject to recall. Requests for military aircraft including aircraft from other military services shall be submitted by the commander to CNO (OP-SOS) via the chain of command and the CMC (MWD) with a copy to the Commander, Naval Air Systems Command (AIR-4121C). Aero clubs will obtain specific approval for acquisition of any government-owned aircraft.

1. Upon receipt of transfer of a government-owned aircraft, the commander shall submit a letter report, to the Commander, Naval Air Systems Command (AIR-4121C) with copies to CMC (MWD) and CNO (PO-505). COMNAVAIRSYSCOM will prepare the OPNAV X-Ray report. The report shall include:

- a. The name of the aero club,
- b. Activity aircraft received from or transferred to,
- c. Date of transaction, and
- d. Aircraft type, model, series, and bureau number.

2. When excess DOD aircraft are made available for aero club use, they are assigned in an "as-is, where-is" condition. Therefore, the gaining club must make any repairs and move the aircraft to the new home base. All clubs shall:

a. Maintain all loaned aircraft and engines, including spare engines, in complete condition. Cannibalization of loaned aircraft and engines, including spare engines, is prohibited.

b. On receipt of loaned aircraft:

(1) Register aircraft with the FAA per paragraph 3006.

(2) Maintain government-loaned aircraft in an airworthy condition according to FAA regulations.

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3. A message report, shall be submitted by the commander to the Chief of Naval Operations (OP-SOS) with copy to CMC (MWD) and COMNAVAIRSYSCOM (AIR-4121C):

- a. When a Navy-loaned aircraft is out of service for 90 days.
- b. Every 30 days thereafter until the aircraft is returned to service.
- c. As a final report upon return of the aircraft to service.

4. When a government-loaned aircraft is involved in an accident or incident, follow the reporting requirements in Chapter 5.

3003. AIRCRAFT AND ENGINE REPLACEMENT PARTS. After government-loaned or club-purchased aircraft are acquired, there is a continuing need for replacement parts. The military supply system is a potential source for replacement parts. on a fully reimbursable basis, only if parts are excess to operational requirements.

1. The host activity supply officer shall acquire or make available to the club the supply publications and documents needed to identify items required.
2. The club must acquire at its own expense a copy of the aircraft manufacturer's parts catalog for club-owned aircraft and for government-loaned aircraft when the publication is not available through the host activity.
3. The host activity shall obtain and provide the club with technical directives for the maintenance and use of government-loaned aircraft and equipment.

3004. SUPPLY SUPPORT AND ACCOUNTING PROCEDURES. The Naval Supply Systems Command Manual, Volume 2, Supply Ashore, and (NOTAL) govern supply procedures for aero clubs.

1. Aero Clubs, as instrumentalities of the Federal Government, can legally purchase, on a fully reimbursable basis, petroleum products and materials in support of club owned aircraft, just as they can for government aircraft on loan to the club. Purchases under these provisions shall be for the use of the club only and shall not be resold to any individuals, including members of the club. Use of government sources of supply for petroleum products, on a reimbursable basis, is authorized for leased aircraft. Use of this source of supply for other material support of leased aircraft is prohibited. As is the case for aircraft procurement. Aero clubs are not eligible donees for surplus government property.

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2. The chart of accounts provided in MCO P1700.27 applies to the recording of accounting transactions.

3005. INVENTORIES. Aero clubs are authorized to maintain an in-house inventory of aviation-related resale merchandise and aviation petroleum, oil, lubricants, and aircraft spare parts. All clubs shall limit merchandise sales to items that directly support club activities.

1. Spare parts inventories consist primarily of items which will prevent long aircraft or equipment down time. This inventory normally includes items which have a high turnover rate (such as air and oil filter elements), items purchased in bulk for discount purposes (such as spark plugs and tires), and items which are not readily available (such as flight instruments). Inventory levels will be established on inventory large enough to meet operational needs, yet small enough to control and manage with minimum time and effort.

2. In addition to these inventories, a bench stock of low cost items (such as nuts, bolts, screws, gaskets, tubing, hose, lubricants, etc.) not kept in the spare parts inventory may be maintained. Inventory control procedures do not apply to bench stock. Bench stock can be kept in a semi-secure area separate from the spare parts inventory. Bench stock items will be charged to expense at the time of receipt.

3006. REGISTERING AND OBTAINING CERTIFICATION FOR AIRCRAFT. All aircraft owned or operated by aero clubs must be FAA registered under FAR, Part 47. Registration information is available from the local FAA General Aviation District Office (GADO).

1. Register government-loaned aircraft as follows:

a. Complete FAA AC 8050-1, Certificate of Aircraft Registration, as directed on the form. In the block "Name of Applicant," enter United States Marine Corps (owner)," and immediately below that the name of the aero club (operator). After "Address," enter the name and address as applicable. The manager shall sign the form as "applicant." Type the name, club position, title, name of the club, and the location in the appropriate space on the form.

b. Complete DD 1348-1, DOD Single Line Item Release/Receipt Document. The commander shall sign the DD 1348-1.

c. If the civilian serial number of a government-loaned aircraft is not known, contact the manufacturer, giving the aircraft model and military serial number and request the civilian serial number of the aircraft.

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d. Create the initial aircraft and engine logbooks as required by FAA directives after the aircraft is registered and certified airworthy.

e. File and retain all military aircraft logbooks received with the aircraft at the time of transfer to the club.

f. Establish and maintain all subsequent maintenance histories required by FAA directives.

2. For nonappropriated fund-purchased aircraft, complete FAA AC 8050-2, Aircraft Bill of Sale, using the instructions given with the form. In the block entitled "Purchaser," enter the name and address of the club as "owner and operator." Also, complete FAA Form AC 8050-1 as explained in subparagraph 307a(1) above; in the block entitled "Name of Applicant," put the name of the club as owner and operator.

3. To register the aircraft, attach the original of FAA AC 8050-2 to FAA AC 8050-1 (original white and one green copy) and send to the, FAA Aircraft Registry, P.O. Box 25504, Oklahoma City, OK 73125. Applications without this documentation will be returned.

a. Place the pink copy of the FAA AC 8050-1 in the aircraft until the permanent registration is received. When the Aircraft Registration is received, replace the pink copy with the permanent registration. The pink copy of FAA AC 8050-1 is valid for only 90 days.

b. To cancel an aircraft registration, complete the reverse side of the Aircraft Registration Form, and send to the FAA Aircraft Registry. If the aircraft and form are destroyed, cancel the registration with the FAA in writing.

3007. EXPLANATION OF TERMS USED IN THIS CHAPTER

1. Club-Operated Aircraft. Any aircraft in the possession of a club, without regard to airworthiness.

2. Government-Loaned Aircraft. DOD aircraft made available for club use.

3. Club-Owned Aircraft. Any aircraft operated by a club will be considered to be club-owned, provided it is not a leased, concessionaire-operated, privately owned, or government-loaned aircraft.

4. Lease/Purchase Aircraft. Marine Corps aero clubs will not utilize lease purchase method of procurement.

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CHAPTER 4

OPERATIONS AND TRAINING

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CHAPTER 4

OPERATIONS AND TRAINING

4000. DEFINITIONS

1. Local Flying Area. This is the geographical area established by the local commander. It must be clearly displayed at the club facility.
2. Cross-Country Flight. Flight which extends beyond the local flying area.
3. Pilot's Information File (PIF). Contains pertinent items of interest to all pilots. The pilot in command must read and initial the PIF prior to the flight.
4. Pilot-in-Command. The person occupying the left seat, or the front seat on tandem-type aircraft, shall be a qualified pilot, current in the aircraft, and designated the pilot-in-command, except during training or check flights. When a club flight instructor is acting in this capacity and has access to the controls, this instructor is designated the pilot-in-command.

4001. OPERATIONS AND RULES OF FLIGHT

1. Operational Requirements. All civil and military aircraft obtained by clubs and operated in the 50 United States, its territories and possessions shall have FAA and air worthiness certification. Aircraft shall be registered in the name of the club, and identified therein as government aircraft except in the case of club leased aircraft, which will be registered in the name of the owner. All personnel who pilot club aircraft in any capacity, or who perform maintenance inspections thereof, shall obtain an appropriate certificate in accordance with FAR. Each club member will observe all FAR, those Marine Corps directives designated by the local commander which apply to club operations, and club rules. Club operations will be consistent with FAA Regulations when operating into an airport with or without control towers or into an airport with a closed tower. In this regard, military aero clubs conduct most of their operations after normal working hours and on weekends and holidays. These periods are generally the least active hours for Marine Corps airfields and many of these airfields are closed to military flight operations during these periods. Marine airfields are closed to military flight operations during these periods. Marine Corps aero clubs based aboard airfields which close during periods of low military flight activity may find their existence threatened if they are unable to operate during the hours which are historically the

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highest producers of operating revenues. The Chief of Naval Operations and the CMC strongly support the Marine Corps aero club program. In keeping with this policy, it is considered desirable to authorize aero club operations from closed Marine Corps airfields subject to certain conditions. The final approval authority for such operations is the commander of the airfield who shall also control and supervise these operations.

a. As a minimum, the following standards or conditions must be met prior to conducting aero club operations from a closed Marine Corps airfield under the terms of this authorization:

(1) Each operation must be scheduled by the club and approved by the commander or the delegated representative.

(2) Operations shall not be conducted during other than daylight hours and visual meteorological conditions established for the airfield.

(3) In those cases where an immediate response alert (as defined in NAVAIR 00--80R-14 (NATOPS U.S. Navy Aircraft Fire fighting and Rescue Manual) is not provided by the airfield's fire department, a fire fighting capability shall be provided by the activity responsible for structural firefighting. This activity shall be provided with a schedule of all aero club operations anticipated during hours of airfield closure.

(4) A flight operations observer shall be designated as a safety watch in order to provide immediate notification to the fire department and other agencies, as appropriate, in the event of a mishap.

(5) Where airport traffic areas, control zones and other military-controlled airspace revert to FAA control during hours of airfield closure, local letters of agreement between the airfield and the FAA should be drawn or modified as required by the FAA to permit such operations.

b. The above conditions, as well as other conditions which may be required by the commander or the club's management, shall become a part of the club's Constitution, Bylaws, and Flying Regulations (appendixes A, B, and C).

c. A review by the Office of the Judge Advocate General of the Navy indicates that no particular liability would accrue to the commander in the event of an aircraft mishap (no more so than for a motor vehicle or industrial accident aboard the facility), thus, there is no legal objection to such operations. However, the firm which underwrites the liability, hull and property damage insurance for the club should be apprised of the circumstances and it should be ascertained that there is no objection from the insurance underwriters to such operations.

2. Flight Publications

a. All local flight areas, ingress and egress routes, and traffic patterns must be coordinated with base operations or civilian airport personnel and must be published in club directives.

b. Each club must maintain a PIF and require each member to signify by initialling that the contents have been read and understood. The PIF will include as a minimum:

(1) Copy of this Manual with command base supplements.

(2) Club regulations, bylaws, operating instructions, and local base procedures.

(3) Pertinent flying safety data.

4002. SCHEDULING OF AIRCRAFT. Each flight of club aircraft must be scheduled in advance at the club operations office.

1. The pilot's name must be entered on the scheduling log before takeoff is made. This scheduling will be on a first-come-first-served basis.

2. Detailed scheduling procedures will be contained in club operating instructions.

3. The advisory board will establish procedures for flight cancellations, failure to show, and rescheduling.

4003. TRAINING. A standard course of instruction is essential to every pilot, regardless of certificates and ratings. Each club will establish a primary ground school or audiovisual training course for students (mandatory) and a primary flight training program based on curriculum outlined in FAR, part 141. Subject to the approval of the advisory board, club members may elect their own ground school course provided it is a certified/accredited course offered by an organized military or civilian agency. This will permit club members who cannot attend the club-sponsored ground school, and who present a valid certificate or who successfully pass the FAA written examination, to be accorded full credit. The chief flight instructor, or designated representative, will conduct progress checks for student pilots before release for solo and before release for solo cross-country (appendixes J and K) and as required by FAR. Each club is encouraged to seek FAA certification for these training programs. Training programs shall include the following:

1. Standard dual and solo training cross-country routes for primary training shall be established by club instructions.

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Deviations are permitted only by written permission from the chief instructor. In all cases, the following shall be met:

- a. There shall be graduated degrees of navigation difficulty.
 - b. If possible, use both controlled and uncontrolled airports.
 - c. Give training in civil weather briefings, flight plan filing, and flight plan closing procedures.
 - d. Have training in visual and navigational air orientation procedures.
 - e. Write detailed procedures for deteriorating weather, alternate airfields, and disorientation.
 - f. Provide training on the use of all instructions contained in the aircraft owner's manual or NATOPS.
 - g. Compute flight data using density altitude, stressing its effect on aircraft performance.
2. Make all student solo flights only during daylight hours.
- a. Students who have completed 3 hours of solo cross-country into airfields where they have previously performed satisfactory traffic patterns with an instructor may fly the remainder of the solo cross-country requirements into strange airports.
 - b. Each route shall be a VFR closed course and completed during daylight hours. RON's are not permitted, except due to weather or mechanical failure.
3. Any pilot who has not had light aircraft cross-country experience in the past 2 years shall get a certified flight instructor endorsement stating that they can perform duties as a cross-country pilot-in-command.
4. Training in simulated forced landings is authorized, provided an instructor pilot is aboard. Use of carburetor heat and engine clearing shall be stressed.
5. Each student, before initial solo, shall get a demonstration of and practice go-arounds during progressive segments of the final approach and landing phase. Emphasize go-arounds immediately after touchdown, simulating recovery from bounced or ballooned landings. This training shall include go-arounds initiated from full-flap configurations as outlined in the aircraft's flight manual. Instructors shall not actually perform or allow the student to perform intentional hard landings or deliberately slow the aircraft to enter a condition from which recovery may not be possible.

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6. In addition, each student shall receive dual training at least every 30 days to maintain currency requirements of this instruction.

4004. UNAUTHORIZED ACTIVITIES. Any member found to have engaged in acts of negligence or omission, willful misconduct, infractions of this manual, club rules or other applicable regulations may have all aero club privileges and membership status suspended temporarily or revoked permanently. The commander has final authority in the permanent suspension of membership privileges.

1. Careless or reckless operation of any aircraft, to include buzzing or flat-hatting.
2. Flying in formation with any other aircraft unless authorized specifically by the commander.
3. Straight in approaches to landing at airports without an operating control tower (unless in an emergency or an instrument approach is being flown).
4. Flying below 500 feet above ground level (AGL) except during landings, takeoffs, and simulated forced-landing practice under flight instructor supervision.
5. Towing gliders or sailplanes.
6. Parachuting or allowing parachuting (except for an emergency) from an aero club aircraft.
7. Flying under special visual flight rules (VFR) without an instrument rating.
8. Participation of aero club aircraft, with or without reimbursement to the club, to support other operational or support functions other than authorized aero club program activities.
9. Unauthorized tampering, adjusting or changing of meters, logbooks, or other official personal or aero club records.

4005. PILOT RESTRICTIONS. The following is a list of restrictions that apply to all aero club pilots.

1. The maximum duty day is 12 hours for a single pilot or 16 hours with two qualified pilots in a dual-controlled aircraft. Flight duty day begins when the pilot reports for the flight or for first duty of the day, whichever comes first. The minimum crew rest period between duty days is 12 hours.
2. A club member shall perform only maneuvers permitted specifically by the aircraft manufacturer's handbook, FAR's, and club rules.

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3. Stalls, steep turns (over 45 degree bank), slow flight, and unusual attitude shall not be performed deliberately below 1,500 feet AGL unless done for pilot certification.

4. A club member shall not pilot a club aircraft on a night flight outside the designated local flying area unless they hold a valid FAA Instrument Rating and are instrument-current in the aircraft being flown.

a. A pilot without an FAA Instrument Rating may fly local VFR night flights but shall maintain visual contact with an airport in the local area which is authorized for night solo use.

b. An FAA-certified instrument flight instructor shall conduct night instrument training.

c. Night instrument practice within the local area is authorized, provided a second pilot, night-current in the aircraft being flown, is aboard as a safety observer and has access to the flight controls.

d. Aerobatics, unusual attitudes, simulated off field landings, and take-offs and landings at unlighted fields from official sunset to sunrise are prohibited.

e. Pilots shall plan to arrive and terminate all flights at destination with a minimum of one hour fuel remaining in the tanks.

f. Aero club pilots shall not, except in an emergency, land at any location except- an area designated as an active airport and listed in the DOD Flight Information Publications or Airman's Information Manual and listed in the DOD Flight Information Publications or Airport/Facility Director.

(1) The minimum runway length shall be 2,000 feet, or equal to the sum of the aircraft takeoff and landing rolls, whichever is greater. The minimum, cleared runway width shall be 50 feet.

(2) If any emergency or precautionary landing is made at an unauthorized location, the aircraft shall not take off without the approval of the club manager.

g. Pilots shall do a fly over maneuver before landing at unfamiliar, uncontrolled airports, or at airfields with unknown runway surface or approach obstructions.

4006. AIRCRAFT RESTRICTIONS. A club aircraft shall not be:

1. Flown on a night cross-country flight unless it is equipped for instrument flight as required by FAR, Part 91, and has VHF omnidirectional range (VOR) or automatic direction finding (ADF) equipment in operating condition.

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2. Flown on night VFR or instrument flight rules (IFR) flights if its flight instruments are powered only by a venturi suction horn.
3. Used for commercial purposes.
4. Used for a cross-country flight unless formally requested by the pilot-in-command and approved formally by the flight clearance authority.
5. VFR minimums are:
 - (a) Day VFR is 1,500 feet ceiling and 3 miles visibility.
 - (b) Night local VFR is 2,500 feet ceiling and 5 miles visibility. NOTE: If higher VFR minimums are published for the airfield in use, they will be used.
6. Maximum cross-wind components must be specified by the club for each level of pilot certification and aircraft type. Flying is not authorized when winds are in excess of 30 knots, including gust. If the wind gust factor is 15 knots or over, operations shall be suspended. The maximum crosswind component is 20 knots. For student pilots, the maximum crosswind component is 10 knots. Any aircraft limitations more restrictive than the above shall be adhered to. Club operating procedures shall specify an alternate landing field to be used if cross-wind components are above the maximum allowable on active runways available at the main club airport.

4007. AUTHORIZED PILOTS AND PASSENGERS FOR AERO CLUB AIRCRAFT

1. Only a regular members, introductory member receiving instruction from a club flight instructor, personnel listed in subparagraphs 2c and 2e, or a qualified club employee shall pilot club aircraft. The commander may authorize a special one-time local flight with a club member for a prospective buyer of a club aircraft.
2. Passengers may be carried in club aircraft only in the following circumstances:
 - a. An FAA flight inspector, examiner, or examiner designee who is checking aircraft airworthiness or is officially examining a club member.
 - b. An FAA-certified airframe and powerplant (A&P) mechanic whose presence in the aircraft is necessary to certify or complete maintenance requirements.

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c. Individuals designated by the commander (shall not be delegated) who evaluate club pilot standardization. If checking a student pilot, the individual shall be an FAA-certified instructor.

d. A club employee on a flight directed by the club manager. (This does not apply to contractor or contractor employed personnel.)

e. Other DOD personnel observing club pilot standardization, and personnel on TAD per paragraph 1001.2.

f. Guests of regular members. Guests are individuals who have been personally and specifically invited to accompany an authorized aero club user for a specific flight. Guests must execute a Covenant Not to Sue and Indemnity Agreement prior to participation in the flight.

g. Passengers are not carried in club aircraft during training flights, qualification check flights, or maintenance check flights.

4008. PREFLIGHT CHECKS. Each club pilot shall preflight the aircraft before each flight to ensure that the aircraft is airworthy and that all necessary accessories are in good working condition.

1. Pilots shall use an approved, up-to-date checklist.

2. Record inspection defects found in aircraft structure or accessories in the Maintenance Discrepancy and Work Logbook. If a defect is found that could interfere with the aircraft's safe operation, the flight will be cancelled or postponed until the defect is corrected.

3. Pilots who fail to make a preflight inspection shall be disciplined as required by club instructions.

4009. REQUIRED EQUIPMENT. It is the pilot's responsibility to have the proper charts, equipment, and information needed for the flight. Aircraft shall have appropriate survival equipment for the area of intended operation, including life preservers for overwater flights outside of the glide distance of the aircraft. Commanders may loan survival equipment to clubs on an as-needed basis if there is no immediate need for military use. A current copy of the NAT9PS Manual or the FAA approved flight or operation manual shall always be in the aircraft during flight. In addition to equipment required by FAA regulations, the following items shall be kept in the aircraft at all times:

1. Checklists, including preflight, prestart, warmup, pretakeoff, cruising flight, prelanding, shutdown, postflight, and emergency procedures, including maneuvering speeds, single-engine procedures,

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normal fuel consumption, best climb and glide speeds, stalling speeds, and lost communication procedures. If not adequately covered in the owner and operator's handbook, type these procedures on cards, seal in plastic, and keep within easy access of the pilot.

2. Detailed club instructions for remaining overnight (RON) and severe weather.
3. A crosswind component chart that applies to that aircraft.
4. Chart showing the local flying area and its topographic features (including hazards such as towers, etc.) with locally prepared area brief sheets.
5. List of procedures and personnel to be contacted in case of a mishap or incident.

4010. NOTIFICATION OF FAILURE TO RETURN ON SCHEDULE. The pilot shall notify the club as soon as it is known that the aircraft cannot be returned on schedule.

4011. STANDARDIZATION BOARD. Safe operation of club aircraft depends on pilot standardization procedures, training, and check methods.

1. Each club shall set up a standardization board chaired by the club operations officer. All flight instructors, flight clearance authorities, dispatchers, and the club safety officer shall be members.
2. Clubs shall conduct standardization meetings at least quarterly to standardize and improve all of the club's flight procedures and techniques.
3. Minutes shall be kept and sent to the commander for approval.
 - a. A standardization board member who misses a meeting shall review and initial the minutes before performing club duties.
 - b. A standardization board member who misses two consecutive meetings without a valid reason shall be relieved of duty.
4. The following areas require the standardization board's constant attention:
 - a. Checkout procedures and performance requirements.
 - b. Annual standardization check rides.

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- c. Training program.
- d. Flight plan review and clearance procedures for local and cross-country flights.
- e. Flight records.
- f. Identification of pilot weaknesses and recording of dangerous trends and tendencies.
- g. Cross-country training, flying, and check procedures.
- h. Mountain flying.
- i. Instrument flight procedures.

4012. REQUIRED FLIGHT CHECKS. Initial and annual standardization evaluations shall be given to each club pilot and documented in member training folders, including maneuvers, emergencies, and procedures performed.

4013. FLIGHT CHECK STANDARDIZATION FOR AERO CLUB PILOTS. Each flight check shall be conducted by an FAA certified flight instructor and shall include:

1. Oral and written tests. (Written corrected to 100 percent and retained in training folder.)
2. Flight check following most recent FAR's and other maneuvers deemed necessary by the check standardization pilot.

4014. QUALIFICATION AND CURRENCY. To fly a club aircraft as pilot-in-command, a member shall satisfy FAA requirements and this regulation. All currency requirements shall be completed and properly documented in membership training folder prior to flight in an aero club aircraft.

4015. FLIGHT PLANNING REVIEW AND CLEARANCE FOR FLYING PILOTS

1. A flight plan (military or civil) shall be filed and the pilot's aircraft currency shall be validated before any flight. The manager shall provide a checklist which flight clearance authorities will use in verifying currency. Flight Clearance Authorities (FCA) or dispatcher shall clear all flights (including local flights) by signing the locally prepared clearance form. This approval certifies that the pilot and aircraft meet all the flight requirements.

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2. A FCA shall review all cross-country flight plans. The manager shall develop a checklist which includes the following as a minimum:

- a. The pilot is qualified, current, and prepared for the trip.
- b. The airports of destination and alternates are adequate.
- c. The pilot has not overloaded the aircraft and understands the weight and balance computations and limitations.
- d. Navigation, communication, and enroute flight service station (FSS) facilities available.
- e. Navigation and fuel logs completed for the entire trip and all necessary charts, publications, and personal equipment are in the pilot's possession.
- f. Fuel reserve shall be at least one hour on arrival at destination or alternate.
- g. All pilots read file was reviewed.
- h. Proper survival equipment for the type flight being flown.
- i. Club flights leaving the continental limits of the United States shall be preplanned, cleared, and conducted according to the FAA and International Civil Aviation Organization (ICAO) Manual and club instructions. Notify the CMC (MWB) for required insurance coverage.

3. Before clearing any flight, the flight clearance authority shall, after validating pilot currency, determine existing and forecast weather conditions.

4. Before clearing any IFR flight, the flight clearance authority shall determine that:

- a. The pilot possesses a current FAA instrument certificate and is instrument-current in aircraft being flown.
- b. The aircraft is equipped with required instruments, the communications-navigation equipment has been checked and calibrated according to FAA regulations, and appropriate entries have been made in aircraft logs.
- c. The pilots have in their possession up-to-date departure, terminal, and en-route flight information publications.

5. Approved FCA checklists shall remain on file for review during quarterly and annual inspections.

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4016. LANDING AND DEPARTING MILITARY BASES. Club members may land at military bases when traveling in club aircraft. Before filing a flight plan, the pilot shall determine if the military base of intended landing can accept the aircraft. The flight plan will be filed through either military or FAA channels, with the request that the base of intended landing be advised. In the "Remarks" section of the flight plan (cross-country flights only), enter the statement "Marine Corps Aero Club aircraft."

1. The pilot making radio contact with a military control tower shall precede the aircraft's tail number by the words "Marine Corps Aero Club." (For example, "Marine Corps Aero Club 99N, 10 miles NW, 2,000 feet, request landing instructions.") When in radio contact with other than military towers, use the regular aircraft call sign.

2. A student pilot on a solo flight making the initial call to an FAA facility or military control tower shall include identification as a student pilot. (For example, Marine Corps Aero Club 99N, student pilot, 10 miles NW, 2,000 feet, for landing.")

3. When landing at military bases, after checking gear down, pilots shall report "gear down" to the tower or appropriate air traffic control agency before crossing the runway threshold. Pilots flying aircraft with fixed landing gear are also required to make this report.

4. When departing military bases, file a flight plan with base operations.

4017. SINGLE ENGINE FIXED GEAR AIRCRAFT

1. 200 Horsepower or Less. Pilots who must have a Student, Private, or Commercial Certificate and checkout and approval from a Certified Flight Instructor approved by the Named Insured.

2. 201 Horsepower to 236 Horsepower. Pilot who must have a Private or Commercial Certificate and a minimum of 100 logged pilot hours of which 5 hours have been in same make and model aircraft being operated. In lieu of 5 hours make and model, a checkout by a Certified Flight Instructor approved by Named Insured after meeting the requirements of 237 horsepower to 300 horsepower aircraft.

3. 237 Horsepower to 300 Horsepower. Pilot who must have a Private or Commercial Certificate and a minimum of 200 logged pilot hours of which 10 hours have been in the same make and model aircraft being operated and a checkout and approval from a Certified Flight Instructor by the Named Insured.

4018. SINGLE ENGINE RETRACTABLE GEAR AIRCRAFT

1. 200 Horsepower or Less. Pilot who must have Private or Commercial Certificate and a minimum of 125 logged pilot hours of which at least 25 hours have been in an aircraft equipped with retractable landing gear of which 5 hours have been in same make and model aircraft being operated and a checkout by a Certified Flight Instructor approved by the Named Insured. In lieu of 5 hours make and model, a checkout by a Certified Flight Instructor approved by the Named Insured after meeting the requirements of 201 horsepower to 310 horsepower aircraft.

2. 201 Horsepower to 236 Horsepower. Pilot who must have a Private or Commercial Certificate and a minimum of 175 logged pilot hours of which at least 25 hours have been in aircraft equipped with retractable landing gear of which 5 hours have been in same make and model aircraft being operated, and a checkout by a Certified Flight Instructor approved by the Named Insured.

3. 237 Horsepower to 310 Horsepower. Pilot who must have a Private or Commercial Certificate and a minimum of 250 logged pilot hours of which at least 50 hours have been in aircraft equipped with retractable landing gear of which 10 hours have been in same make and model aircraft being operated, and a checkout by a Certified Flight Instructor approved by the Named Insured.

4019. MULTI-ENGINE AIRCRAFT

1. 500 Total Horsepower or Less. Pilot who must have a Private or Commercial Certificate, Instrument and Multi-Engine Ratings and a minimum of 500 logged pilot hours of which at least 50 hours were in multi-engine aircraft including 10 hours in the make and model aircraft being operated and a checkout by a Certified Flight Instructor approved by the Named Insured.

2. 501 Total Horsepower and Over. Pilot who must have a Private or Commercial Certificate, Instrument and Multi-Engine Ratings and a minimum of 1,000 logged pilot hours of which at least 250 hours were in multi-engine aircraft including 10 hours in the make and model aircraft being operated and a checkout by a Certified Flight Instructor approved by the Named Insured.

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CHAPTER 5

SAFETY

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CHAPTER 5

SAFETY

5000. ACCIDENT PREVENTION. Safety is the individual responsibility of every club member. To assist each member in an effort to eliminate mishaps, the club must have an accident prevention program. The success of such a program depends on the exercise of each member's responsibility, upon the ability and aggressiveness of the club and base aviation safety officers, and upon the extent to which these officers are supported by the advisory board and the commander.

5001. DUTIES AND QUALIFICATIONS OF THE CLUB SAFETY OFFICER. The club safety officer must be a military pilot or a member holding an FAA commercial license. The safety officer's primary club duty is to conduct an aggressive accident prevention program, and:

1. Obtain guidance from the base safety officer and the nearest FAA General Aviation District Office.

2. Conduct periodic flying safety meetings as determined by the advisory board and prepare complete minutes for membership review. These minutes will be available within 5 workdays after each meeting. The use of guest speakers, such as a control tower operator, flight surgeon, engine specialist, weatherman, FAA representative, or other person with valuable flying safety information, is recommended. Subjects that should be discussed, as local requirements dictate, include the following, as a minimum:

- a. U.S. Navy and Marine Corps policies and directives.
- b. FAA regulations.
- c. Local flying area problems, to include briefing by safety specialists or representatives from the local FAA General Aviation District.
- d. Seasonal flying hazards, to include weather.
- e. Light aircraft maintenance and potential problem areas.
- f. Light aircraft accident briefs.
- g. Wake turbulence, flight planning, and fuel management.
- h. Lost and emergency procedures.
- i. Spatial disorientation, survival, and hypoxia.

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NOTE: The club safety officer will schedule pertinent subjects for each meeting so that recurring items of interest (seasonal weather, cross-wind operations, wake turbulence, etc.) are covered and periodically repeated.

3. Be alert to identify potential hazards and to recommend changes in operations, procedures, methods of instruction or supervision, life support and airfield facilities when necessary to eliminate accident potentials.
4. Maintain a safety bulletin board and make readily available to members additional safety material.
5. In conjunction with other club officials, ensure permanent correction of safety deficiencies discovered on inspections.

5002. BASE OR WING AVIATION SAFETY OFFICER. The commander will appoint the base or wing aviation safety officer to assist the advisory board. The commander will monitor the safety program of the club and, in addition, will:

1. Ensure that the club safety officer conducts the accident prevention program.
2. Participate in a safety inspection of the club at least once each 6 months (chapters 2 and 6).
3. Maintain a followup system to ensure completed corrective action for all safety discrepancies noted during inspections.
4. Distribute accident prevention information to the club safety officer. This information will include, but not be limited to, club mishap reviews, the USN Aerospace Safety Kit, safety inspection reports, posters, safety magazines, information on USN and FAA films, and appropriate operational hazard reports.
5. Report club flight accidents and incidents in accordance with this Manual and National Transportation Safety Board (NTSB) Safety Investigation Regulation (SIR), part 480.

5003. ATTENDANCE AT SAFETY MEETINGS. Attendance will be mandatory for all club members. A member's currency is invalidated upon failure to attend a safety meeting. A member in this category will be denied all club flying privileges until the minutes of the meeting have been reviewed, or until briefed on the contents of the meeting by the club safety officer or a designated briefing representative.

1. Records of attendance and makeup reading or safety officer briefing will be maintained for 1 year.

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2. A member who misses three or more consecutive meetings, without a valid reason, as determined by the advisory board, will be denied all club flying privileges until attendance at a safety meeting.

5004. ACCIDENT REPORTING. Aircraft accidents associated with the operation of an aircraft (including Navy aircraft on loan) with the intention of flight and which involve fatality, serious injury, or substantial damage (exceeding \$300) shall be reported in accordance with Part 830 of National Transportation Safety Board (NTSB) Regulations on NTSB Form 6120.1. NTSB Form 6120.1, "Pilot/Operator Aircraft Accident Report" is available from the nearest National Transportation Safety Board Field Office or FAA Administration, Flight Standards District Office. The original shall be mailed to the nearest field office of the NTSB, with copies to the CMC (MWD); Chief of Naval Operations (OP-508); Commander, Naval Air Systems Command (AIR-4121C) and Commander, Naval Air Logistics Center (Code 221)

5005. SAFETY OF FLIGHT. Club aircraft will be operated in a safe manner at all times, in compliance with this Manual, local base directives, and applicable FAA directives.

5006. GROUND SAFETY. Clubs utilizing Marine Corps facilities will comply with MCO 5100.8 and other applicable safety standards, to provide a safe environment for personnel, equipment, supplies and facilities.

1. Particular attention should be directed toward compatible storage of flammable materials, fuel facility, static grounding, workshop safety, and ground activities in the vicinity of aircraft.
2. Club facilities will be included in each ground safety and fire prevention inspection and survey.
3. Prior to engine start, chocks will be removed, parking brake set, and flight crew/passengers will be aboard the aircraft, with seatbelts fastened.
4. A fire extinguisher will be available in the immediate vicinity during engine starts. Fire guards are not required.

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CHAPTER 6

AIRCRAFT MAINTENANCE

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CHAPTER 6

AIRCRAFT MAINTENANCE

6000. GENERAL MAINTENANCE POLICY. All club aircraft will be maintained in accordance with the FAA directives that apply to each type and model of aircraft. Since systematic maintenance is the best way to ensure that aircraft are properly maintained, a definite maintenance program will be established and adhered to at each club. This program will clearly delineate a schedule for inspection, routine maintenance and overhaul of the airframe, engines and other components as required. Related areas not specifically covered by FAR will conform to USN/USMC standards.

6001. MAINTENANCE OFFICER. The club maintenance officer may be a member of the advisory board and will exercise general supervision over maintenance of the club's aircraft to assure that they are maintained in an airworthy condition.

1. Qualifications. It is desirable that the maintenance officer have a background in aircraft maintenance gained through either the Marine Corps or civil aviation. Possession of an FAA Airframe and Powerplants (A&P) mechanic's certificate is desirable; it is mandatory if the individual performs functions for which the FAA requires a certified mechanic or inspector.

2. Responsibilities. The maintenance officer is responsible for the overall management of the program and will be the authority on all club maintenance policy subject to the advisory board's approval. This authority will include grounding of club aircraft that the maintenance officer deems not airworthy, whether it is leased, owned, or transient. This officer will ensure compliance with FAA directives, including the airworthiness directives that apply to the type and model of aircraft possessed, and, in addition, will:

a. Coordinate club maintenance requirements with the appropriate base agencies for support. Such support will include, but not be limited to, facilities, supply, equipment, and joint use of repair shops.

b. Develop a maintenance program to correct discrepancies as expeditiously as possible. Every effort will be made to eliminate delayed-action discrepancies.

c. Conduct frequent inspections of club maintenance facilities.

d. Assume responsibility for the security of aircraft while undergoing club maintenance, provide a positive means of securing

unattended aircraft, and develop procedures to preclude aircraft being flown with uncorrected safety of flight discrepancies.

e. Ensure that all maintenance requiring FAA certification is certified.

f. Coordinate all maintenance matters with the club manager.

g. Establish quality assurance program for fuels used in club aircraft. Fuels supplied to clubs by commercial vendors will conform to the standards established by the National Fire Protective Association and the American Petroleum Institute.

6002. MAINTENANCE INSPECTIONS. The maintenance program will be based on aircraft inspections conducted at specified intervals and prompt correction of any discrepancies found during these inspections. Compliance with the inspection periods recommended by the aircraft manufacturer and FAA is mandatory.

6003. MAINTENANCE RECORDS. The maintenance officer will ensure that the following records for all club aircraft are maintained:

1. Maintenance Discrepancy/Work Record to record maintenance discrepancies and corrective actions. Records will be retained on each aircraft, in 100-hour increments between required inspection cycles. Records are required for the last 200 hours of operation on each aircraft. When these records exceed the 200-hour retention requirement, dispose of them in 100-hour increments.
2. Aircraft and engine log books for all club aircraft as required by FAA directives.
3. Aircraft flight manual, equipment list, and the repair and alteration records as required by FAA directives.

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CHAPTER 7

FINANCIAL MANAGEMENT

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CHAPTER 7

FINANCIAL MANAGEMENT

7000. ACCOUNTING PROCEDURES. Good accounting is a part of good club management. Managers depend on current factual financial information with which to plan and control current operations and determine trends and plan future operations.

7001. ACCOUNTING PROCEDURES AND RESPONSIBILITIES. Club accounting procedures and responsibilities are as prescribed in the following directives:

1. Accounting procedures per Chapter 8 of MCO P1700.27.
2. Financial statements and budgets will be prepared as directed in MCO P1700.27
3. Personnel procedures per SECNAVINST 5300.22A and MCO P5300.9C.

7002. FINANCIAL PLANS. The fund custodian/treasurer (with the assistance of the club manager) will prepare a three year capital expenditure budget, an annual operating budget, an annual cash flow budget, and an annual appropriated fund support summary. These budgets will be submitted at least 60 days prior to the beginning of the fiscal year by the advisory board via the MWR Director to the commander for approval. Annually approved copies of each budget will be forwarded to MWRSPACT (MWF) by the assigned due date.

7003. CONTRACTS AND LEASES. Before consummating any contract or lease, the club will obtain the guidance and concurrence of the cognizant office of Counsel for the Commandant, and approval of the commander. Leasing of aircraft will be in accordance with paragraph 3000 of this Manual.

7004. DUES AND INITIATION FEES

1. Initiation fees, if any, are set forth in the club bylaws. Advisory Board will, subject to the approval of the commander, establish and publish dues in the club's operating instructions.
2. If the club constitution authorized introductory memberships, the initiation fee is not payable until the prospective member applies for regular membership.

7005. ESTABLISHING AIRCRAFT PER HOUR RATES. Hourly rates are based on a specific aircraft being operated in a specific operational environment. The goal is to set a rate that will provide the best kind of flying to the most people at the least cost to the individual.

1. User fees must support each aircraft and generate sufficient earnings to offset administrative expenses not covered by dues and initiation fees. These fees must also provide necessary funds for the replacement of aircraft and engines.

2. Before a club selects an aircraft, the advisory board should determine the number of club members who will be able to use it, and the number who can afford to pay fees large enough to support it.

3. Two kinds of costs must be taken into consideration when evaluating airplane operation costs:

a. Fixed costs are those that occur regardless of the number of hours flown (such as depreciation, cost of hull and liability insurance, hangar/tie-down fees (if applicable), and user fees required by law and implemented by the Federal Government).

b. Variable costs are expenses that result entirely from flying. For example: Costs for engine overhaul, routine maintenance (wages, cost of parts, etc.), to include hourly and annual inspections, fuel, oil, and lease expenses.

4. To determine the break-even cost per flying hour, by aircraft type:

a. Divide the annual fixed cost of aircraft operation by a conservative estimate of the annual flying hours. This will establish an average fixed cost per hour of operation.

b. Add the variable cost per hour to determine the hourly cost of operation.

NOTE: Funds in an amount equal to depreciation expense should be set aside in a savings or investment program for replacement of club owned aircraft.

5. The fund custodian/treasurer, assisted by the club manager, will prepare and present to the advisory board at least once each quarter a cost analysis of aircraft operation. The advisory board will review this analysis and rates will be adjusted, and recommendations made to the commander, if necessary to ensure sound financial management.

7006. COLLECTION OF OVERDUE ACCOUNTS. Collection of overdue accounts will be per paragraph 80702.3 of MCO P1700.27.

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7007. POLICY ON LOANS. Clubs may borrow funds only as prescribed in MCO P1700.27.

7008. PROCUREMENT AND PROPERTY ACCOUNTABILITY

1. Club procurement will be accomplished per MCO P1700.27.
2. The maintenance of property accountability, control and records will be accomplished per MCO P1700.27.

7009. APPROPRIATED FUND SUPPORT FOR AERO CLUBS. Appropriated fund support for clubs will be limited to that authorized per NAVCOMPT Manual. Commanders should refer questionable funding areas to the CMC (MWF).

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CHAPTER 8

INSURANCE

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CHAPTER 8

INSURANCE

8000. INSURANCE. The Aero Clubs are covered under the MWR Composite Insurance Program which is a centrally managed program that covers "all risks" classified as "pure risks". Participation in the MWR Composite Insurance Program is mandatory. Provisions of the insurance coverage are provided in Chapter 2 of MCO P1700.27 (Marine Corps MWR Policy Manual).

1. Aero Club's, General Liability Plus Hull Damage is provided through a commercial insurance firm procured by MWR Support Activity. Costs are billed to each aero club on an actual cost basis, quarterly.
2. Coverage and deductibles are indicated in the current insurance policy. A copy is provided to each Aero Club annually.
3. Certificates of insurance are issued for each aircraft covered by the commercial insurance firm. No aircraft may be operated without proof of insurance coverage.
4. Failure of aero club to comply with paragraphs 4017 through 4019 will be cause for cancellation of insurance coverage.

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SAMPLE MARINE CORPS AERO CLUB CONSTITUTION

APPENDIX A

ARTICLE I - NAME

Section 1. The name of this organization shall be _____
_____ Marine Corps Aero Club, hereinafter referred to as the
Club.

ARTICLE II - AUTHORITY AND PURPOSE

Section 1. Upon the approval of the commander, _____
this Constitution is hereby established.

Section 2. The purpose of this Club is to provide Marine Corps
personnel, their dependents, and other authorized personnel with an
opportunity for the wholesome use of leisure time in the interest
of morale, welfare, and recreation.

ARTICLE III - BYLAWS AND OTHER REGULATION

Section 1. Bylaws and other regulations deemed necessary shall be
formulated and, upon approval by the commander, shall have the same
force and effect as if published as a part of the Constitution.

ARTICLE IV - MEMBERSHIP

Section 1. Membership of the Club will be on a voluntary basis.
Subject to the approval of the commander, the following personnel
are eligible to participate: There are three categories of
membership: regular, introductory, and nonpiloting. In these
categories, the term "children" refers to any unmarried legitimate
child, illegitimate child, adopted child, or stepchild, who has not
passed their 21st birthday. If requested in writing, the advisory
board may approve an inactive status for a member during extended
periods of TAD (30 days or more).

1. Regular Membership

- a. Active duty military personnel of the U. S. Armed Forces.
- b. National Guard and reserve military personnel of the U. S. Armed Forces.
- c. Dependents of active duty, National Guard, and reserve military personnel of the U. S. Armed Forces.
- d. Retired U.S. military personnel and their dependents.
- e. One hundred percent disabled veterans and their widows/widowers, dependents, Medal of Honor recipients and their widows and dependents.

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- f. DoD civilian employees and their dependents. (This includes employees paid from NAF.)
 - g. An Air Force or Army Cadet or Naval Academy Midshipman.
 - h. In an overseas location, any Federal Government employee in the area, or a U.S. citizen who is working on a military installation, if the local commander determines that club membership is in the best interest of the United States.
 - i. Retired civilian DoD personnel.
 - j. Federal Government employees working on a military installation and their dependents.
 - k. Military personnel of foreign nations and their dependents who are authorized exchange privileges, in CONUS or overseas, or when assigned to the installation.
 - l. Civil Air patrol personnel and the Federal Aviation Agency.
2. Introductory. May be extended to an individual who is eligible for regular membership. The length of the introductory membership will not exceed 30 days and is not renewable within 2 years.
3. Nonpiloting Membership. May be extended to an individual who is eligible for membership as defined above (Article IV, sections 1a and 1b). This membership will only entitle the member to ride in a club aircraft "as a passenger" when it is piloted by a member who is authorized to carry passengers. Membership application and approval procedures will be in accordance with paragraph 2009.

ARTICLE V - OFFICERS AND THE ADVISORY BOARD

Section 1. The officers for the Club shall be a President, Vice-President, Secretary, Operations Officer, Maintenance Officer, Safety Officer, Ground Training Officer, Fund Custodian/Treasurer and Member(s) at Large. This group of officers shall be designated as the Advisory Board, hereinafter referred to as the Board.

Section 2. The Board shall be elected by a majority secret vote of the voting members present for a term of _____ Candidates shall be nominated at the meeting preceding the election. The officers elected shall be installed at the meeting following the election. (NOTE: If desired, this section may include a provision for staggering terms of officers to prevent complete Board replacement at one time.)

Section 3. An officer of the Club may be removed for cause by a majority secret vote of the total voting membership. Such action may be appealed to the commander whose decision in the matter shall be final.

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Section 4. The Board shall have the authority to act on any and all matters concerning the Club except those requiring a vote or as otherwise specifically provided for by the bylaws or regulations of the Club. All checks or withdrawal slips must bear the signature of the Fund Custodian/Treasurer. Actions of the Board relating to fees, dues and/or assessments shall be subject to prior approval of the commander.

Section 5. In the event of a vacancy on the Board, the remaining members of the Board shall appoint a temporary officer to serve until the next regular meeting, at which time a special election shall be held to fill this vacancy. The candidates shall be nominated from the floor at the time and, if a permanent officer is not elected within 60 days after the vacancy occurs, the temporary officer shall automatically become permanent for the remainder of the unexpired term.

ARTICLE VI - QUORUMS AND MEETINGS

Section 1. The quorum for all membership meetings shall be at least one-third of the total voting membership in good standing, including at least a quorum of the Board. The quorum for all Board meetings shall be at least two-thirds of the members of the Board.

Section 2. General membership meetings shall be held on _____

Section 3. Upon written request of at least _____ percent of the total voting membership, the President will be required to call a special membership meeting. The President, using discretion, may also call a special membership meeting.

Section 4. All members shall be notified, if possible, of the time, place, and subject matter of the special membership meeting, and only that business for which the meeting is called shall be transacted.

Section 5. Board meetings shall be held at least quarterly at the discretion of the Board or may be called at the discretion of the commander or President.

ARTICLE VII - VOTING

Section 1. Only regular members shall be allowed to vote on any matter requiring a vote and they shall be entitled to only one vote.

Section 2. There shall be no absentee or proxy voting.

Section 3. It shall require a majority vote of those voting members present to effect passage of any resolution, except when otherwise provided for by the Bylaws or regulations.

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Section 4. All matters raised at a Board meeting shall require a two-third majority to be passed.

ARTICLE VIII - FINANCE

Section 1. Membership fees of all members shall be payable when applications are submitted for approval. The Board, subject to the commander's approval, shall determine the amount of the monthly dues and the rates to be charged for flying time sufficient to cover all the obligations of the Club. Fees, dues, and assessments shall be applied equally to all members of the Club.

Section 2. Applicable regulations of the Office of the Comptroller of the Navy shall be followed with regard to management of all funds of the Club.

ARTICLE IX - LIABILITY

Section 1. Adequate and proper insurance shall be carried at all times to protect the membership from liability. No expense or obligation whatsoever shall be incurred by members of this club except as incurred and set forth within the Constitution and bylaws.

ARTICLE X - DISSOLUTION

Section 1. Upon dissolution of the Club, 3 members shall be designated as trustees who shall carry out the instructions of the CMC and other applicable regulations pertaining to the closing of a nonappropriated fund - instrumentality.

ARTICLE XI - AMENDMENTS OR CHANGES

Section 1. Amendments or changes to this Constitution can be effected only by a 75 percent favorable vote of the total voting membership of the Club and subsequent approval of the commander, except that amendments required by command directives or higher authority may be effected by the commander. The commander will not change the Constitution without first consulting with the Club membership, and will attempt to comply with the desires of the membership consistent with Marine Corps and command needs.

MARINE CORPS AERO CLUB PROGRAM MANUAL

SAMPLE MARINE CORPS AERO CLUB BYLAWS

APPENDIX B

ARTICLE 1 - MEMBERSHIP CLASSIFICATION AND PRIVILEGES

Section 1. Membership shall be in three categories: regular, introductory, or nonpiloting.

Section 2. Club members shall be considered as those individuals who have been duly accepted for membership in the Club. They shall be tendered all privileges and benefits within the power of the Club to bestow, except that introductory and nonpiloting shall not be authorized to vote.

Section 3. A member may be placed in suspended status by majority action of the Board, and is thereby temporarily denied all privileges of membership in the Club. However, dues assessments and responsibilities as a member of the Club shall continue. A period of suspension shall be limited to 30 days, at the end of which time the Board shall be required to take further action or the suspended status shall end automatically.

ARTICLE II - MEMBERSHIP APPLICATIONS, RESIGNATIONS, AND EXPULSIONS

Section 1. The number of members shall be limited at the discretion of the Board, based on the amount of equipment and the average time that the equipment is in use, so as to allow reasonable use by each member without undue restrictions. Memberships are not transferable.

Section 2. Applications for membership shall be addressed to the Club Manager, who shall determine the applicant's qualifications for membership.

Section 3. Upon approval of the application by the Manager, the name of the applicant will be placed on the waiting list. In the event current membership is at the level established by the Board, active duty personnel shall have priority over other applicants on the waiting list.

Section 4. The Manager will provide a written explanation to the applicants in those cases where membership application is not acceptable.

Section 5. Resignations shall be addressed to the Secretary, who shall, not later than the next regular Board meeting, bring them to the attention of the Board for action.

Section 6. Upon approval of the Board, resignations shall become effective not less than ___ days from the date formal request is received by the Secretary. The Board may recommend immediate effectiveness, but in no event before all money due the Club has been collected.

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Section 7. For cause, the Board in conjunction with ____ percent of the total voting membership by secret ballot may discontinue an individual's membership. Suspension shall take place immediately upon such action and final expulsion at a date set by the Board. Such action may be appealed to the commander whose decision in the matter shall be final

ARTICLE III - FLYING REGULATIONS

Section 1. Flying regulations and any other regulations deemed necessary shall be adopted and have the same force and effect as if published as a part of these Bylaws.

ARTICLE IV - DUTIES OF OFFICERS AND MEMBERS

Section 1. It shall be the duty of all officers to conduct the activities of the Club in an efficient and businesslike manner and to safeguard the interest of the Club at all times.

Section 2. The President shall preside at the meetings of the Club; appoint all committees, acting as an ex officio member thereon; and perform all other duties which properly pertain to that office.

Section 3. The Vice-President shall act as President in the absence of the latter official. In this capacity the Vice-president shall have complete charge of all elections except for that of vice-President, in which case an officer chosen by the Board shall preside. In the event of the absence of both the President and Vice-President at any regular or special meeting, the President shall be in the sequence in which the officers are listed in the constitution.

Section 4. The Secretary shall prepare all correspondence at the direction of the Club or its officers, take the minutes of the meeting, make an accurate record of the proceedings and perform all other duties that properly pertain to that office. Official naval correspondence shall be prepared for the commander's or the designated representative's signature. Other naval correspondence shall be prepared for the commander's signature unless forwarding by a covering letter from the commander is considered more appropriate.

Section 5. The Fund Custodian/Treasurer shall receive all Club money and maintain a Club account in a federally insured depository, make all authorized disbursements, maintain prescribed accounting records, make an annual and monthly report of the official transactions, and perform all other duties as properly pertain to that office.

Section 6. The Operations Officer shall be responsible for the clearance of aircraft in conformity with FAR; shall, with the

MARINE CORPS AERO CLUB PROGRAM MANUAL

approval of ___ Board members, approve all cross-country flights; and shall be responsible for planning and implementation of comprehensive ground and flight training programs.

Section 7. The Maintenance Officer shall cause to be provided proper maintenance of all Club equipment, shall report monthly on the status of such equipment, and, in close cooperation with the Manager, shall keep what records are necessary (maintain engine and aircraft log book, etc.) for proper accounting of the operation of the equipment. The Maintenance Officer shall ensure that any aircraft with safety of flight discrepancies is returned to service by an appropriately rated A&P mechanic.

Section 8. The Safety Officer shall be responsible for an active flight and ground safety program as pertains to all operations of the Club and shall maintain close liaison with the aviation and general safety officers of the command. The Safety Officer shall have the responsibility to ground any Club member for unsafe practices, reporting the same to the other members of the Board as soon as practicable. The Safety Officer shall investigate and report on all aircraft mishaps and other accidents and incidents.

Section 9. The duties of the Board shall be to act on all matters of policy; to determine the membership fee, monthly dues, and flying charges; to act in a judicial capacity on violations of the Club rules; to recommend employment status for mechanics and instructors; to protect the Club's interest and safeguard its welfare; and to submit its findings and recommendations to the meetings for approval.

Section 10. The duties of the members shall be to attend all meetings; to conduct themselves in a proper and fitting manner; to uphold the dignity of the Club at meetings and on the flying field; to be alert and mindful of the Club's interest; to exercise due caution and safety in flying; and to observe all state, local, Club, and Federal flying rules and regulations.

ARTICLE V - GENERAL FINANCES

Section 1. Financial management shall be in accordance with the current editions of the following publications and such other regulations as may be prescribed by the CMC, the Comptroller of the Navy, or competent authority.

- a. NAVSO P-1000: Navy Comptroller Manual, volume 7.
- b. SECNAVINST 7000.22.
- c. MCO P1700.27: Marine Corps MWR Policy Manual.
- d. MCO 7510.2: Audit Services.

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Section 2. All property, including aircraft and accessories, parachutes, etc., procured for the Club, shall be for the joint use of all members.

Section 3. In the event of any mishap resulting in damage to any equipment belonging to the Club, except where provided for elsewhere in the Club regulations, the following specific rules shall apply:

a. If any mishap is caused through violation of Federal Aviation Regulations or local regulations, the member(s) at fault shall be responsible for the uninsured portion of the damages.

b. Any member is liable to the Club for any damage resulting from carelessness or negligence.

c. In the event that the person at fault is unable to pay the total damages, balance of repair shall be paid from Club funds. The account of the person at fault will be charged for this amount, and action will be taken to recover the amount from that person.

d. The Board has the power to investigate mishaps, to penalize one or more members of the Club for violation of good flying practices, and the power of expulsion for unsafe operation.

Section 4. No member of the Club shall make purchases in the name of the Club except as authorized by the Board.

Section 5. Any member of the Club finding it necessary to purchase parts or to have any-repair work performed on the equipment of the Club in an emergency or on a cross-country flight may do so on an individual basis and, upon presentation of a properly receipted bill for such sales and/or service, shall be reimbursed by the Club fund.

Section 6. Any member who is in arrears of any money due the Club for more than 30 days is subject to suspension.

Section 7. Assessments, as determined necessary by the Board, and approved by the commander, may be made on members of the Club.

Section 8. The local auditor shall have access to all records of the Club in accordance with MCO 7510.2.

ARTICLE VI - MEMBERSHIP FEE

Section 1. An initial membership fee of _____ dollars shall be charged each new member at the time the application is accepted.

ARTICLE VII - DUES AND FLYING RATES

Section 1. Dues of _____ per month shall be payable in advance, on or before each regular meeting date.

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Section 2. The following rates for flying shall apply unless revised by the Board as set forth in Article VIII:

(As appropriate)

Section 3. For the purpose of these Bylaws and any other regulations, any flight during which a Club aircraft is away from the home field for a period planned to exceed _____ hours, shall be deemed a cross-country flight.

Section 4. Charges for cross-country flights shall be paid at the rate of _____ percent of the estimated charges no less than _____ hours in advance of such flight. The balance shall be payable on or before the 15th of the following month.

Section 5. A minimum charge equal to the cost of _____ hours flying time shall be paid for each 24 hours duration of all cross-country trips. This amount may be applied toward the total flying time flown on such cross-country flights. No minimum charge shall be made for a period for which a member presents evidence satisfactory to the Board that flying was prohibited by inclement weather or other circumstances beyond the pilot's control.

ARTICLE VIII - REVISION OF ASSESSMENTS

Section 1. Upon the recommendation of the Fund Custodian/Treasurer, such recommendation being based on actual costs of operation of the Club, the Board may recommend to the commander as necessary any fees, assessments, flying rates, etc.

ARTICLE IX - MISCELLANEOUS

Section 1. Each member of this Club shall have read and shall have agreed in writing: to observe and abide by all rules and regulations of this Club; to be acquainted thoroughly with the local filed rules of all airports or fields where Club equipment is operated; and to observe the Federal Aviation Regulations before being finally accepted to active or associate membership.

Section 2. Every member shall receive a copy of these Bylaws. Any change or amendment to these Bylaws shall be attached hereto, and every member of the Club also shall receive a copy of the same.

MARINE CORPS AERO CLUB PROGRAM MANUAL

SAMPLE MARINE CORPS AERO CLUB FLYING REGULATIONS

APPENDIX C

Flying Regulations will be dependent upon a number of factors, including experience and qualifications of members of the club, number and types of aircraft operated, airfields used for club operations and training, prevailing weather at club location, and arrangements made for instruction and maintenance. This appendix presents typical sections to be covered by Flying Regulations and narrative suggestions for items to be included. Additional ideas and specific items may be obtained from a variety of sources, such as other military aero clubs, NATOPS manuals, including the NATOPS General Flight and Operation Instructions Manual; Naval Air Station Operations Manuals; FAA publications and regulations, including Advisory Circular AC 00-25, Forming and Operating an Aero Club; and aircraft manufacturer's publications and handbooks.

1. Purpose. To regulate operations, establish procedures, provide penalties.
2. Scope. Applicable to all members and to all persons riding in club aircraft.
3. Privileges and Regulations. Who may pilot club aircraft, restrictions on student pilots, prohibition against using clubs aircraft for hire or in any commercial manner whatsoever, authorization for passengers, FAR, other instructions.
4. Pilot Qualifications. Checkouts. and Currency. Ground training and examinations, flight training and check flights, solo requirements, cross-country requirements, passenger carrying authority, currency requirements, recheck requirements based on time or mishap in pilot's log book.
5. Scheduling. Forms and information required for aircraft, cross-country, remain overnight (RON), instructor scheduling; equal opportunity ensured to all members; cancellations.
6. Local Flying Area. Define for visual and electronic navigation.
7. Rules of Flight. Club flight schedule; responsibility for, aircraft; aircraft checklists, preflight, runup inflight; landings, including crosswind limitations; postflight servicing and securing; night flight; instruction flight; cross-country; RON; maintenance records and log books. Pilot must have possession of the operations manual for the model of aircraft being flown.
8. Servicing. Inspections and Maintenance. Sources and costs for fuel, oil and lubricants; preflight and postflight inspections; structural damage; authority and required engine and airframe inspections; FAA requirements; replacement Of components; log books.

9. Safety. Accidents/Incidents. and Emergency Procedures. Safety program and training, accident/incident prevention, use of safety equipment, accident reporting, lost procedures, two-way radio failure, aircraft emergencies, assistance available.

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SAMPLE FORMAT FOR RECORD OF PROCEEDINGS

APPENDIX D

(HEADING)

FILE CODE
DATE

From: President, Aero Club Advisory Board
 To: Commanding General/Officer
 Via: Director, MWR Activity

Subj: Aero Club Advisory Board Record of Proceedings of
 (regular/special meeting) (date)

Ref: (a) ASO 1710.xx (local command directive establishing
 membership on Aero Club Advisory Board)

Encl: (1) Nonappropriated Fund Budget for FY-91
 (2) Appropriated Fund Budget for FY-91
 (3) Proposed Revisions to Aero Club Constitution and Bylaws
 (4) Inspection Report, dated 7/1/91

1. The Aero Club Advisory Board, composed of the members detailed by the reference, met at (time) on (insert date) to review the operations (state purpose of meeting) of the Aero Club. The following members were present:

<u>Name</u>	<u>Office Designation</u>
Col J. C. OXOXOXO	President
SSgt D. O. OXOXOX	Vice-President
Capt L. I. XXXXXXXX	Operations Officer
Sgt P. J.	Ground Training Officer
1stLt D. A. \$\$\$\$\$\$\$\$\$	Aero Club Treasurer (Custodian)
Cpl P. C. #@#@#@#	Club Secretary
Capt A. A. %&%&%&%&%	NAFI Auditor (Ex-officio non-voting member)
Capt A. A. %&%&%&%&%	Club Manager (Ex-officio non-voting member)
Mr. J. I. OCOXCOX	

Also present were:

Mr. J. C. OHOHOHOH	FAA Representative
Mrs. B. B. FUFUFUFU	State Aviation Safety Advisor

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Subj: Aero Club Advisory Board Record of Proceedings of
(regular/special meeting) (date)

2. The following members were absent:

<u>Name</u>	<u>Office Designation</u>	<u>Remarks</u>
Mr. J. O. OJOJOJOJO	Club Safety Officer	On TAD

3. Old Business

a. Item: (Identify matter(s) under consideration/discussion)

(1) Discussion:

(a) (Provide sufficient information that future advisory board officers, the commanding general/off icer, and/or members of the Club may obtain an understanding of the matter being discussed/under consideration).

(2) Recommendation (if applicable)

CG/CO Action _____ Approved _____ Disapproved
(Required for each recommendation)

b. Item: (Identify matter(s) under consideration/discussion/continue dialogue/format expressed in par. 3a above.

4. Custodian/Treasurer's report on status of Club financial position.

5. New Business

a. Item: (Identify matter(s) under consideration/discussion)

(1) Discussion:

(a) Provide sufficient information to permit commanding general/off icer to decision required items, and to allow for an understanding of the matter under consideration/discussion by future advisory board members, and/or members of the Club).

(b) Recommendation (if applicable)

CG/CO Action _____ Approved _____ Disapproved
(Required for each recommendation)

b. Item: (Continue dialogue/format as shown in paragraph 3 above).

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Subj: Aero Club Advisory Board Record of Proceedings of
(regular/special meeting) (date)

c. Item: Aero Club Inspection Report Index 7/1/91. See
enclosure (4).

6. (Indicate notification as to schedule for next advisory board
meeting).

(Signature of President)

(Signature of Recorder)

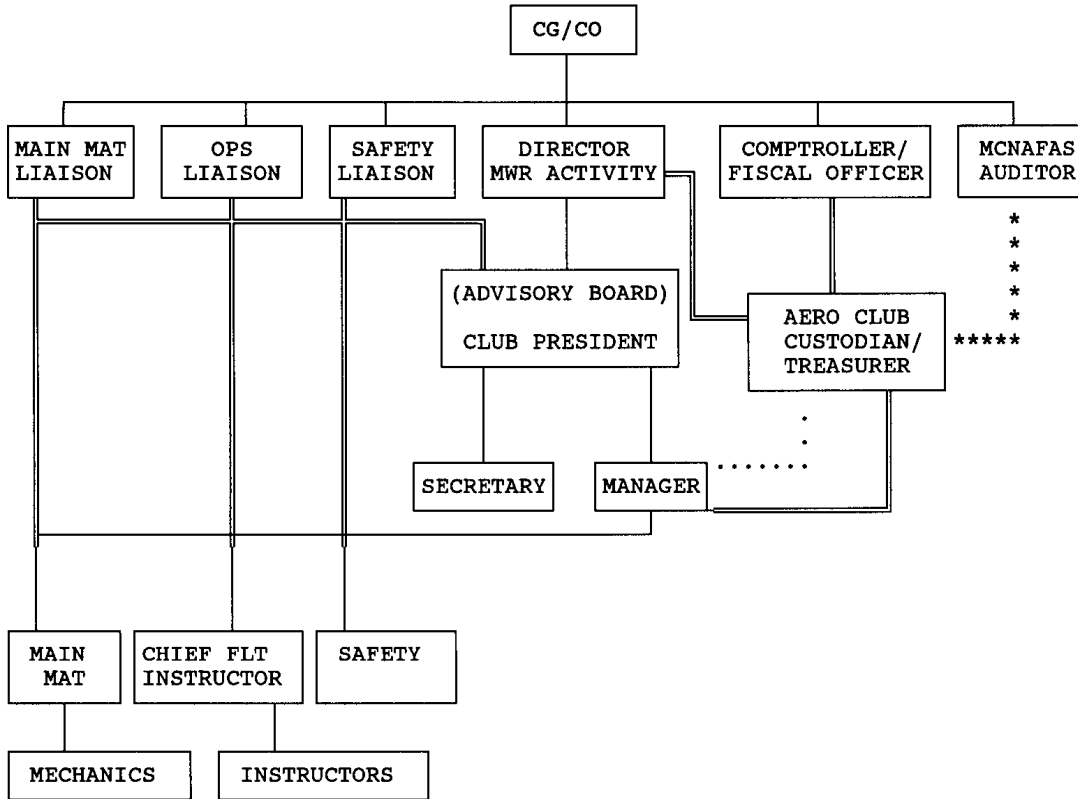
Distribution: (To be accomplished after CG's/CO's action)
CG/CO - 1 copy
Director, MWR Activity - 1 copy
MCNAFAS - 1 copy
CMC - 1 copy (MWD)
Members of Aero Club Advisory Board
Club Bulletin Board - 1 copy

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APPENDIX E

SAMPLE ORGANIZATION TABLE FOR AN AERO CLUB



AUTHORITY _____
 LIAISON-ASSIST _____
 ADMIN RELAT
 AUDITOR RESPONSIBILITY *****

MARINE CORPS AERO CLUB PROGRAM MANUAL

SAMPLE QUALIFICATION AND CURRENCY RECORD

APPENDIX F

SAMPLE FORMAT-VARIATIONS ARE AUTHORIZED,
BUT THE BASIC INTENT MUST BE SATISFIED

THE INFORMATION ON THIS SHEET MAY BE KEPT ELSEWHERE

NAME: John Smith DUTY ASSIGNMENT: 1st MarDiv BASE: MCB Camp Pendleton HOME ADDRESS: 1452 Rolling Way Santa Ana, CA			Duty Phone 345-XXXX	
			Home Phone 243-XXXX	
			Physical	
			Class	Date
Item	Date	Instructor's Signature	Remarks: (Could be 5x7 card front and back.) (Entries on reverse side would be made after each flight.) (This block could be used for suspension items.)	
FAR Questionnaire				
Club Questionnaire				
Ground School Completed				
R/T License				
Cleared for Solo				
Cleared for Solo X-C				
Private Pilot				
Instrument Rating			Acft Type	Check-Out Date
Commercial Pilot				
Instructor Pilot				
Annual Stand. Flt				

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SAMPLE FLYING CURRENCY RECORD

SAMPLE FORMAT-VARIATIONS ARE AUTHORIZED,
BUT THE BASIC INTENT MUST BE SATISFIED

Code	(Landing) Date & Time												
A	(4) 17 July 71, 1+15												
B	(2) 10 Aug 71, 0+30												

- CODE:
A - CESSNA 150
B - CESSNA 172
C - PA 28 - 140
D - PA 28 - 180

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SAMPLE COVENANT NOT TO SUE
AND
INDEMNITY AGREEMENT

APPENDIX G

PLACE

DATE

I, * _____, am about to voluntarily participate in various activities, including flying activities, of the _____ Aero Club as a pilot, student pilot, copilot, instructor, or passenger. In consideration of the Aero Club permitting me to participate in these activities, I, for my heirs, administrators, executors, and assignees, hereby covenant and agree that I will never institute, prosecute, or in any way aid in the institution or prosecution of, any demand, claim or suit against the U.S. Government and/or its officers, agents, or employees, acting officially or otherwise, for any loss, damage, or injury to my person or my property which may occur from any cause whatsoever as a result of participation in the aero club.

If I should demand, claim, sue or aid in any way in such a demand, claim or suit, I agree to indemnify the U.S. Government for all damages, expenses, and costs it may incur as a result thereof.

I understand and agree that I am assuming the risk of any personal injury or property damage to me that may result while participating in aero club activities, including such injuries or damage that may be cause by the negligence of the U.S. Government.

I also understand and agree that I may be held liable for any damage or loss to the U.S. Government which is caused by my gross negligence, willful misconduct, or fraud.

The term U.S. Government as used herein includes the _____
Aero Club and any officer, agent, or employee of the U.S.
Government/
or the Aero Club, acting officially or otherwise.

Date

Signature

Signature, Aero Club Officer

* If a minor, so indicate and state age. The minor will sign if capable of signing. If not capable, have parent sign for the minor, i.e., John Jones by Harry Jones, his father and sign below.

=====

MARINE CORPS AERO CLUB PROGRAM MANUAL

FOR MINORS _____

I/WE _____ parents/guardian of the above-said minor child do hereby (1) consent to my child participating in the _____ Aero Club activities, (2) agree to and adopt as my own the conditions of the above agreement, and (3) agree to reimburse the U.S. Government for any damage incurred by it for which my child would be liable had my child been 18 years of age.

Date

* * Signature, Parent/Guardian

* The above form is to be completed for all minors, regardless of age and regardless of whether the parent has executed the indemnity agreement form on behalf of the minor.

* * Parent/Guardian must execute Indemnity Agreement on behalf of a minor. There must be no exceptions.

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SAMPLE PILOT'S CHECKOUT FORMAT

APPENDIX H

SAMPLE FORMAT-VARIATIONS ARE AUTHORIZED,
BUT THE BASIC INTENT MUST BE SATISFIED

Aircraft _____ Date _____ AERO CLUB
Name _____ Grade _____ SSNA _____

PRELIMINARY GROUND DISCUSSION

____ Has written been passed
____ Club regulations and SOP's read
____ All PIP's read and signed
____ FAA Flight Plans and DD Form 175 "Military Flight plan,"
familiarization
____ Weather checking
____ VFR conditions and requirements
____ Liability release forms
____ Night X-C restriction
____ IFR restriction
____ Use of authorized airports only
____ X-C flight time restrictions

____ Aircraft forms
____ Maintenance
____ Flight time
____ Placards
____ Responsibilities
____ Scheduling
____ Refueling
____ Parking and tiedown
____ Local area briefing
____ Local area
____ Hazards
____ Minimum altitudes
____ Landmarks
____ Fuel management
____ Refueling procedures
____ How to use tanks
____ Booster pumps
____ Changing selector valves
____ Fuel reserve
____ Computed vs actual consumption

Demonstrations of the following procedures and maneuvers have been completed and this pilot has been declared safe for solo.

____ Familiarization with aircraft
____ Performance specifications
____ Weight and balance
____ Slow flight
____ Emergency procedures
____ Landing gear

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- | | |
|--|--|
| <input type="checkbox"/> Range and fuel capacity | * <input type="checkbox"/> Approach to landing stall |
| <input type="checkbox"/> Engine and oil | <input type="checkbox"/> Flaps |
| <input type="checkbox"/> Interior inspection | <input type="checkbox"/> Radio procedures |
| <input type="checkbox"/> Exterior inspection | <input type="checkbox"/> Radio navigation |
| <input type="checkbox"/> Cockpit check | <input type="checkbox"/> Gliding turns |
| <input type="checkbox"/> Starting procedure | <input type="checkbox"/> Traffic pattern entry |
| <input type="checkbox"/> Taxi procedure and brakes | <input type="checkbox"/> Landings |
| <input type="checkbox"/> Before takeoff check | * <input type="checkbox"/> Forced landings |
| <input type="checkbox"/> Takeoff | <input type="checkbox"/> Go-arounds |
| <input type="checkbox"/> Traffic exit | <input type="checkbox"/> Slips |
| <input type="checkbox"/> Climbing turns to headings | <input type="checkbox"/> Crosswind takeoff |
| <input type="checkbox"/> Straight and level | <input type="checkbox"/> Effect of heavy loads |
| <input type="checkbox"/> Trim | <input type="checkbox"/> Stopping procedures |
| <input type="checkbox"/> Correct use of RPM & throttle | <input type="checkbox"/> Looking around |
| <input type="checkbox"/> Torque effect | <input type="checkbox"/> Altitude control |
| <input type="checkbox"/> Precision turns | <input type="checkbox"/> Throttle-elevator control |
| * <input type="checkbox"/> Power on stall series | <input type="checkbox"/> Aileron-rudder coordination |
| * <input type="checkbox"/> Takeoff & departure stalls | <input type="checkbox"/> Error analysis |
| <input type="checkbox"/> Accelerated maneuver stalls | <input type="checkbox"/> Judgment |
| <input type="checkbox"/> power off stalls | <input type="checkbox"/> Relaxation |
| | <input type="checkbox"/> Attitude |

Pilot needs/does not need (strike out one) more work on radio utilization and procedures.

*Not required for night checkout.

I certify that I have read all applicable FAA, Marine Corps, base, and club regulations pertaining to flying subject aircraft and sincerely believe that I have been properly checked out and am fully qualified to fly subject aircraft. I understand the passenger restrictions and will not carry unauthorized passengers. I will

land

with at least 1 hour fuel remaining.

(Signature of pilot, Aero Club Member)

(To be filled in by Instructor)

Flight- time _____ Cleared for solo flight _____

Date _____ Restrictions imposed _____

Remarks _____

(Signature of Instructor)

USES:

- *1. Initial day/night checkout conducted by instructor pilot, including re currency checks.
2. Twelve-month standardization flight conducted by instructor pilot.
3. Variations can be used for 6-month instructor standardization check conducted by chief flight instructor and/or FAA.

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APPENDIX I

SAMPLE LEASE AGREEMENT FORMAT

Contract No. _____

THIS AGREEMENT is made and entered into by and between _____ a Nonappropriated Fund Instrumentality (NAFI) of the United States Marine Corps, hereinafter called the LESSEE, and _____ (Contractor), hereinafter called the LESSOR.

NOW, THEREFORE, the LESSEE and the LESSOR, for the consideration hereinafter set forth, agree as follows:

ARTICLE 1: General. The LESSOR agrees to lease to the LESSEE for its exclusive use during the term of this lease agreement _____ (insert quantity) airplane(s) which is/are described in Annex A to this lease agreement for a period of _____ (insert number) months, such time to run from delivery of the airplane(s) to the LESSEE as indicated in Annex A. The airplane(s) are warranted by the LESSOR to be airworthy according to current Federal Aviation Administration (FAA) standards. LESSOR represents that he is/she is/they are the sole owners/joint owners [subject to a mortgage held by _____ of the airplane(s).

ARTICLE 2: Agreement Requirements. The airplane(s) provided by the LESSOR shall have, at the time of delivery:

- a. The equipment listed in Annex A to this lease agreement.
- b. A certificate from the appropriate United States agency indicating the airplane(s) is/are airworthy.
- c. A registration certificate from the appropriate United States Agency indicating the aircraft's owner.
- d. Prior to acceptance, the LESSEE shall inspect, test, and flight check the airplane(s) through its authorized agent(s). If such test or inspection reveals the airplane(s) is/are not equipped or the condition is not as stipulated, LESSEE may decline acceptance, in which case this agreement shall become null and void.

ARTICLE 3: Insurance. Use one of the following options:

- a. Option No. 1
 - (1) The LESSEE agrees to maintain hull repair insurance coverage under the NAF insurance program in accordance with

MARINE CORPS AERO CLUB PROGRAM MANUAL

applicable Marine Corps directives. The hull repair coverage will be maintained for the declared amount of \$_____. This declared amount will be reestablished annually (based on the effective date of this agreement) in an amount commensurate with the value of the

airplane, and all installed equipment listed in Annex A. The liability of the LESSEE for loss or damage to the aircraft shall not exceed the declared value. Hull insurance coverage is not extended to the LESSOR in either of the following instances:

(a) When the airplane is in the care, custody, or control of the LESSOR (unless at the time of damage to the airplane the LESSOR was acting in the capacity of an authorized member or participant of the aero club), or

(b) If the hull damage resulted from the negligence of the LESSOR, his or her agents, servants, or employees.

(2) The LESSEE agrees to maintain public liability (both bodily injury and damage to the property of others) insurance coverage under the NAF insurance program and in accordance with applicable Marine Corps directives. The public liability coverage, discussed in this paragraph, is not extended to the LESSOR, unless at the time of the occurrence giving rise to a public liability claim, the LESSOR is acting in the capacity of an authorized member or participant of the Aero Club.

(3) The LESSOR will be responsible for reimbursing the LESSEE for payment of the prorated portion of the monthly NAF insurance program premium charge which is directly applicable to the specific aircraft before the lease payment is made to the LESSOR by the LESSEE.

b. Option No. 2

(1) The LESSOR shall provide hull insurance in the amount deemed necessary to cover the airplane(s). The LESSEE is/is not responsible for the deductible amount of the insurance, (but such responsibility of the LESSEE will not exceed \$ _____ per incident). The LESSOR will not hold the LESSEE, its agents, employees, and authorized participants in its activities liable for any damage to the airplane, except for such deductible amount provided herein.

(2) The LESSEE agrees to maintain public liability (both bodily injury and damage to the property of others) insurance coverage under the NAF insurance program and in accordance with applicable Marine Corps directives. The public liability coverage discussed in this paragraph is not extended to the LESSOR, unless at the time of the occurrence giving rise to a public liability claim, the LESSOR is acting in the capacity of an authorized member or participant of the Aero Club.

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(3) The LESSOR will be responsible for reimbursing the LESSEE for payment of the prorated portion of the monthly NAF insurance program premium charge which is directly applicable to the specific aircraft before the lease payment is made to the LESSOR by the LESSEE.

ARTICLE 4: Fees. Use one of the following options:

a. Option No. 1. The LESSEE does not guarantee a minimum monthly utilization of the airplane. The number of hours are computed from the hour meter installed in the airplane. The time is taken on the first day of each month prior to the first flight of the day. Fees due to the LESSOR are based on the difference between the current month and prior month's reading at the rate of \$ ____ per hour, less any time charged to inspections or maintenance as provided in Article 5 of this agreement. Payment is made to the LESSOR on or before the tenth day of each month for utilization during the preceding month.

b. Option No. 2. The LESSEE guarantees a minimum monthly utilization of ____ hours per airplane. The number of operating hours is computed from the hour meter installed in the airplane. The time is taken on the first day of each month prior to the first flight of the day. Fees due to the LESSOR are based on the difference between the current month and prior month's reading at the rate of \$ ____ per hour, less any time charged to inspections or maintenance as provided in Article 5 of this agreement. Payment is made to the LESSOR on or before the tenth day of each month for utilization during the preceding month.

ARTICLE 5: Inspection, Maintenance, and Charges. Use one of the following options:

a. Option No. 1. The LESSEE agrees to perform or have performed all 100 hour, progressive, and annual inspections which may become due during the term of this lease agreement, and to provide all oil changes, oil, lubricants, fuel, and tie-down facilities. Maintenance recommended by the manufacturer (in service bulletins) will be performed at the discretion of the LESSEE and its total cost will be borne by the LESSOR. All maintenance directed by the FAA will be performed at LESSOR's expense. The LESSOR will provide replacement parts and major overhaul of engines and airframe. The LESSEE agrees to release the airplane to the LESSOR to permit him to carry out his or her responsibilities under this article. However, the LESSEE will record all hour meter time expended in carrying out all responsibilities under this article to include pre- and post-maintenance engine runs, ferry time to and from maintenance facilities, if other than LESSEE's facilities, and functional check

MARINE CORPS AERO CLUB PROGRAM MANUAL

flights required to test aircraft performance and operation. The LESSOR will not be compensated for hour meter time so recorded as set forth in Article 4.

b. Option No. 2. The LESSOR agrees to perform or have performed all 100-hour, progressive, and annual inspections which may become due during the term of this lease agreement and to provide all oil changes, and routine and minor maintenance recommended by the manufacturer or directed by the FAA during the duration of this lease agreement. The LESSEE agrees to provide all fuel and oil consumed in its operation of the aircraft, and tie-down facilities. The LESSOR will provide replacement parts, major overhaul of engines and airframe, and will be responsible for compliance with any additional directives of the FAA or service bulletins which might be issued during the period of this lease agreement. The LESSEE agrees to release the airplane to the LESSOR to permit him or her to carry out responsibilities under this article. However, the LESSOR will record all hour meter time expended in carrying out all responsibilities under this article to include pre- and post-maintenance engine runs, ferry time to and from maintenance facilities, if other than LESSEE's facilities, and functional check flights required to test aircraft performance and operation. The LESSOR will not be compensated for hour meter time so recorded as set forth in Article 4. The LESSEE at its discretion, may perform line maintenance and purchase parts to the extent necessary to maintain the LESSEE's scheduled use of the aircraft. The LESSOR will reimburse or pay the LESSEE for such maintenance at a rate of \$_____ per hour of maintenance labor expended and invoiced price for parts. The LESSOR also agrees to permit the LESSEE to ferry the aircraft to off-base maintenance facilities when work required is not within the capability of the LESSEE. Charges for the foregoing maintenance and parts may be deducted from the LESSEE's payments to LESSOR as provided in Article 4.

c. Option 3. The LESSEE agrees to perform or have performed all 100 hour, progressive, and annual inspections which may become due during the term of this lease agreement and to provide all oil changes, oil, lubricants, fuel, and tie-down facilities. Maintenance recommended by the manufacturer (in service bulletins) will be performed at the discretion of the LESSEE and its total cost will be borne by the LESSOR. The LESSEE will provide replacement parts, major overhaul of engines and airframe, and shall be responsible for compliance with any additional directives of the FAA or service bulletins which might be issued during the period of this lease agreement. All maintenance directed by the FAA or service bulletins will be performed at the LESSOR's expense. No portion of this maintenance shall be provided by the LESSOR. The LESSEE will record all hour meter time expended in carrying out all responsibilities under this article to include pre- and post-

MARINE CORPS AERO CLUB PROGRAM MANUAL

maintenance engine runs, ferry time to and from maintenance facilities, if other than the LESSEE's facilities, and functional check flights as required to test aircraft performance and operation. The LESSOR shall not be compensated for hour meter time so recorded as set forth in Article 4. The LESSOR will reimburse or pay the LESSEE for such maintenance at a rate of \$_____ per hour of maintenance labor expended and invoiced price for parts. The LESSOR also agrees to permit the LESSEE to ferry the aircraft to off-base maintenance facilities when work required is not within the capability of the LESSEE. Charges for the foregoing maintenance and parts will be deducted from the LESSEE's payments to LESSOR as provided in Article 4.

ARTICLE 6: Termination. This lease may be terminated for convenience by LESSEE, upon 30 days written notice mailed or physically delivered to the address herein set forth.

ARTICLE 7: Operation of Airplane(s). The LESSEE agrees that the airplane(s) under this agreement will primarily be based at _____ and that proper tie-down/hangar facilities will be used at all times for said airplane(s). The LESSEE further agrees that the airplane(s) furnished under this lease agreement will be operated only by FAA certified mechanics and licensed pilots with ratings of Student Pilot or higher.

ARTICLE 8: Custody and Return of the Airplane(s). The LESSEE agrees it will assume custody of the airplane(s) indicated in Annex A of this lease agreement promptly after the lease agreement has been executed by both parties. The LESSEE further agrees it will return said airplane(s) in as good a condition as when received, normal wear and tear excepted. (See Article 2 of this agreement.) The LESSEE will not be liable for any diminution in value of the aircraft resulting from damage to the aircraft, so long as it is repaired as provided herein.

ARTICLE 9: Delivery of the Airplane(s). The delivery of the airplane(s) under this lease agreement will take place at _____ Return delivery of the airplane(s) by the LESSEE to the LESSOR, or his or her authorized representative, will take place at _____, promptly after expiration or termination of this agreement.

ARTICLE 10: Existence of LESSEE. It is understood and agreed that the continued existence of the LESSEE, and its successors and assigns, is governed by Federal Law, regulations, and the traditions of the United States Marine Corps. This agreement is automatically terminated in the event the NAFI is dissolved.

ARTICLE 11: Location of Airplane(s). The LESSOR understands the site at which the airplane(s) primarily will be based and access

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thereto from public highways are upon lands subject to the jurisdiction of the United States/both the United States and the State of _____ and are governed by the Federal Laws, U.S. Marine Corps regulations, customs of the service and the laws of the State of _____. The LESSOR agrees to obey Federal Laws, U.S. Marine Corps regulations and state laws to the extent applicable to this transaction.

ARTICLE 12: Licenses, Taxes, Permits, and Fees. The LESSOR is responsible for obtaining, at his or her own expense, all licenses and permits and for paying all taxes and fees as may be required by the Federal, State, and local governments. An increase or decrease in any of the costs to the LESSOR shall not be a basis for an equitable adjustment in the rental fee prescribed herein.

ARTICLE 13: Definitions. As used throughout this lease agreement, the following terms have these meanings:

a. The terms "lease", "lease agreement", and "agreement" mean this lease agreement and it includes any amendments, change orders, or supplemental agreements with respect hereto.

b. The term "Contracting Officer" means the person executing or administering this lease agreement on behalf of the Nonappropriated Fund Instrumentality which is a party hereto, or his or her successor or successors.

c. The terms "Contractor" and "LESSOR" mean the person responsible for providing the airplane(s), equipment, insurance, or services covered by this lease agreement to the LESSEE.

d. The abbreviation "NAFI" means the Nonappropriated Fund Instrumentality of the United States Government which is the LESSEE herein.

ARTICLE 14. Legal Status. The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts. However, they do not obligate appropriated funds of the United States.

ARTICLE 15. Assignment. LESSOR may not assign his or her rights or delegate his or her obligations under this lease agreement without prior written consent of the Contracting Officer.

ARTICLE 16: Examination of Records.

a. The clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The LESSOR agrees that the Contracting Officer or his

or her duly authorized representative shall have the right to examine and audit the books and records of the LESSOR directly pertaining to this lease agreement during the period of the lease agreement and until expiration of three years after final payment hereunder.

b. The LESSOR agrees to include the clause in a. above in all subcontracts hereunder which exceed \$10,000.

ARTICLE 17. Modifications. No agreement or understanding to modify this lease agreement will be binding upon LESSEE unless made in writing and signed by the Contracting Officer of his or her successor.

ARTICLE 18. Advertisements. LESSOR agrees that none of his or her, nor his or her agents' advertisements to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer, or imply that the LESSOR's products or services are approved, promoted, or endorsed by LESSEE, nor will they in any way refer to LESSEE or any other part of the United States Government.

ARTICLE 19. Hold and Save Harmless. LESSOR agrees to indemnify, save harmless, and defend the LESSEE from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicted upon loss of or damage to the property of, and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the LESSOR, his or her agents, servants, or employees. LESSOR further agrees to indemnify and save harmless the LESSEE from and on account of damages of any kind which the LESSEE may suffer as the result of the acts of any of LESSOR's agents, servants, or employees.

ARTICLE 20. Officials Not To Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease agreement if made with a corporation for its general benefit.

ARTICLE 21. Covenant Against Contingent Fees. The LESSOR warrants that no person or selling agency has been employed or retained to solicit or secure this lease agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the LESSEE shall have the right to annul this lease agreement without liability, or at his or her discretion, to deduct from the lease agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 22. Gratuities.

a. The LESSEE may, by written notice to the LESSOR, terminate the right of the LESSOR to proceed under this lease agreement if it is found, after notice and hearing, by the Secretary of the Navy or his or her duly authorized representative that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the LESSOR, or any agent or representative of the LESSOR, to any officer or employee of the Government with a view toward securing this lease agreement or securing favorable treatment with respect to awarding or amending, or the making of any determinations with respect to the performing of such lease agreement.

b. In the event this lease agreement is terminated as provided in paragraph a. above, the LESSEE shall be entitled (i) to pursue the same remedies against the LESSOR as it could pursue in the event of a breach of the lease agreement by the LESSOR, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his or her duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the LESSOR in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the LESSEE provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this lease agreement.

ARTICLE 23. Termination for Default. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the LESSOR to perform any of the provisions hereof. In such event the LESSOR shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided that, if (i) it is determined for any reason that the LESSOR was not in default; or (ii) LESSOR's failure to perform is without his, or her, or his or her subcontractor's control, fault, or negligence, the termination must be deemed to be termination for convenience. As used in this provision, the term "subcontractor" and "subcontractors" means "subcontractors at any tier".

ARTICLE 24. Option to Extend Term of Agreement. This agreement, unless sooner terminated as herein provided, may be extended for _____ subsequent 1-year periods by mutual agreement to the contracting parties hereto in writing, subject to the approval in the same manner as this instrument. The Contracting Officer must give written notice to the Contractor of the Government's intent to extend the term of this agreement at least 30 days before the performance period expires. If the parties hereto mutually agree to an extension, the agreement as extended is deemed to include this option provision; however, in no event will the total period

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of performance under this agreement, including all extensions, exceed a total of _____ years. The hourly fees to be paid the LESSOR pursuant to Article 4 of this lease for each renewal period, should the option to renew be exercised, shall be negotiated between the LESSEE and the LESSOR prior to the exercise of such a renewal.

ARTICLE 25. List of FAR Clauses Incorporated by Reference. The provisions of the contract clauses set forth in the following paragraphs of the Federal Acquisition Regulation (FAR) are incorporated into this contract by reference with the same force and effect as though herein set forth in full. As used in the following clauses, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause will be the current date set forth in the FAR on the issuance date of this contract. (The complete text of any clause incorporated in this contract by reference may be obtained from the Contracting Officer.)

CLAUSE NUMBER	FAR REF	CLAUSE TITLE
*1.	52.222-26	Equal Opportunity
(Note: Not applicable to transactions of \$10,000 or under.)		
*2.	52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
(Note: Not applicable to transactions of \$10,000 or under.)		

CLAUSE NUMBER	FAR REF	CLAUSE TITLE
*3	52.222-36	Affirmative Action for Handicapped Workers
(Note: Not applicable to transactions of \$2,500 or under.)		
4.	52.225-3	Buy American Act - Supplies
5.	52-225-7	Balance of Payments Program
6.	52-233-1	Disputes

* Not applicable to orders with firms located outside the United States, its possessions and Puerto Rico, unless the clause is made applicable as the result of the United States firm recruiting American citizens in the United States.

ARTICLE 26: Effective Date of Lease Agreement. This lease agreement shall not become binding or effective until it is signed by the NAFI Contracting Officer and the LESSOR, and Annex A is signed by the Aero Club Manager and the LESSOR.

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ARTICLE 27: Contractual Contents. This lease agreement consists of the following:

- a. Lease Agreement (Pages ___ through ___)
- b. Annex A Airplane(s) Description (Pages ___ through ___)

This lease agreement has been reviewed and determined to be legally sufficient.

(Note: Legal review is not required providing there is no change to the prescribed format.)

Signed: Cognizant Office of Counsel for CMC	Date
--	------

IN-WITNESS WHEREOF, the parties hereunto set their hands on the date set forth below:

FOR LESSOR:

FOR LESSEE:

Typed Name and Signature

Typed Name and Signature of
Contracting Officer

Address

Address

Telephone Number

Telephone Number

Date Signed

Date Signed

[Note: Articles 4, 5, and 6 may require revision based on negotiations with the LESSOR.]

[Note: Italicized Items - Please strike through non-applicable item.]

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ANNEX A
to
LEASE AGREEMENT

Contract No. _____

This Annex A is executed on this the ____ day of _____, 19 ____
pursuant to the provisions of the foregoing Lease.

a. Airplane Description: _____

b. Airplane Serial Number: _____

c. Airplane Registration Number: _____

d. Tachometer or Hour Meter Reading on Delivery: _____ hours

e. List of Installed Equipment: _____

f. Date of delivery of the airplane(s) to the LESSEE: _____

FOR THE LESSOR:

FOR THE LESSEE:

Typed Name and Signature

Typed Name and Signature
of Manager

(Note: Annex A will be signed by the aero club manager or the
manager's designated representative at the time the LESSEE takes
custody and control of the aircraft after all necessary approvals.)

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SAMPLE STUDENT PILOT CHECKOUT SHEET

APPENDIX J
SAMPLE FORMAT-VARIATIONS ARE AUTHORIZED.
BUT THE BASIC INTENT MUST BE SATISFIED

_____ AFRO CLUB
AIRCRAFT _____ DATE _____
NAME _____ ACCOUNT NUMBER _____

Preliminary Ground Discussion

____ Written passed (acft and regs)	____ Local area briefing
____ PIF's read and signed Off	____ Practice area boundaries and use
____ VFR conditions and requirements	____ Hazard areas/wake turbulence
____ Aircraft forms	____ Minimum altitudes
____ Maintenance records	____ Landmarks
____ Flight-time recording	____ eight restrictions
____ Scheduling responsibilities	____ Fuel management
____ Refueling procedures	____ Fuel reserve requirements
____ Parking and tiedown	____ oil grade and minimum amounts
____ Aircraft operating limitations	____ Passenger prohibition

Demonstration of the following procedures and maneuvers have been completed and the student pilot declared safe for solo flight:

____ Aircraft familiarization	____ Radio communication
____ Interior inspection	____ Gliding and descending turns
____ Exterior inspection	____ Simulated engine out procedures
____ Cockpit check	____ Slips
____ Starting procedure	____ Traffic pattern entry (controlled and uncontrolled airports)
____ Taxiing and use of brakes	____ Landings and go-a rounds
____ Run-up	____ Stopping procedures
____ Before takeoff check	____ Area clearing for traffic
____ Takeoff	____ Throttle. pitch & altitude control
____ Traffic exit (controlled and uncontrolled airports)	____ Aileron and rudder coordination
____ Climbing turns	____ Error analysis and judgment
____ Straight and level flight	____ Use of flaps
____ Medium level turns-	____ control tower orientation
____ Slow flight	____ Lost communication Procedures
____ "P" factor	____ Use of light signals
____ Takeoff and departure stalls	____ Obtaining flight clearance
____ Approach to landing stalls	

I certify that I have read all applicable FAA, Marine Corps, base, and club regulations pertaining to flight. I understand that I cannot carry passengers, or fly with another student pilot. I further understand that I am limited to the aero club practice area.

FLYING TIME _____ LANDINGS _____

(Student pilot signature) (Flight instructor signature)

Use for presolo check conducted by chief flight instructor or designated representative.

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SAMPLE STUDENT PILOT CROSS-COUNTRY CHECKOUT SHEET

APPENDIX K

SAMPLE FORMAT-VARIATIONS ARE AUTHORIZED.
BUT THE BASIC INTENT MUST BE SATISFIED

_____ AERO CLUB

Demonstration of the following procedures and maneuvers have been completed and the student pilot declared safe for solo cross-country flight with instructor approval for each flight:

- _____ Marine Corps Directives
- _____ Flight planning. plotting courses. estimating time and fuel requirements
- _____ Obtaining and evaluating weather reports
- _____ Short and soft field takeoffs and landings
- _____ Crosswind takeoffs and landings
- _____ Climbing and gliding turns at minimum safe airspeed
- _____ Cross-country navigation by reference to aeronautical charts
- _____ Safe operating procedures in critical situation
- _____ Engine failure
- _____ Marginal visibility
- _____ Lost
- _____ Low fuel
- _____ Equipment and/or instrument failure
- _____ Level flight. turns. climbs and glides referring solely to flight instrument
- _____ Use of magnetic compass
- _____ VFR navigation procedures and techniques
- _____ Strange airport Procedures
- _____ Student pilot certificate properly endorsed for solo cross-country flight
- _____ Endorsing and carrying of student pilot logbook
- _____ Emergency or precautionary landings
- _____ VFR radio navigation
- _____ Fuel reserve requirements
- _____ Daylight reserve requirements
- _____ Filing of required FAA or Marine Corps flight plans
- _____ Use of authorized airports only
- _____ Geographical limitations
- _____ Weight and balance limitations

DATE _____

(Student pilot signature)

(Plight instructor signature)

USES:

1. Presolo cross-country check conducted by chief flight instructor or designated representative.
2. Variations can be used for cross-country checks for private or higher pilots who are not proficient in light aircraft cross-country

flying.

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