

**SKYHAWK FLYERS**  
**a division of**  
**COLUMBIA PILOTS ASSOCIATION, INC.**

**SHAREHOLDER CONTRACT**

WHEREAS, the undersigned \_\_\_\_\_ hereinafter known as the SHAREHOLDER is desirous in using an aircraft leased by COLUMBIA PILOTS ASSOCIATION INC., hereinafter known as CORPORATION an Ohio CORPORATION for profit, and is desirous of using certain aircraft, and other ancillary equipment and materials, maintained by the said CORPORATION for the purpose of promoting aviation education and safety; and

WHEREAS, the said COLUMBIA PILOTS ASSOCIATION INC. is an Ohio CORPORATION for profit engaged in maintaining aircraft, and other ancillary equipment and materials for the purpose of promoting aviation education and safety, and is desirous to share an aircraft with

NOW, THEREFORE,

\_\_\_\_\_

In consideration of the foregoing, and of these presents, and of the terms and conditions herein set forth and agreed, and for other good, sufficient and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby covenanted and agreed by and between the parties to this instrument that:

- (1) Said SHAREHOLDER shall have the full use of aircraft, and other ancillary equipment and materials, maintained by the said CORPORATION for the purposes set out in its Articles of Incorporation; and
- (2) The SHAREHOLDER shall pay to the CORPORATION certain fees according to the following schedule:
  - (a.) The prospective SHAREHOLDER shall pay to the CORPORATION a sum of Five Hundred Dollars (\$500.00) which will entitle them to a 1/5 share in the CORPORATION.
  - (b.) The SHARE HOLDER shall pay to the CORPORATION the sum of One Hundred Twenty Dollars (\$120.00) per month . This amount will entitle the SHAREHOLDER to

use their aircraft for two hours dry at no cost (which excludes fuel) each month. Any additional hours will be charged at the rate of Sixty Five Dollars (\$60.00) per hour dry.

(c.) In order to keep costs down the SHAREHOLDERS will NOT be billed monthly. It will be their responsibility to send in their monthly fees due at the beginning of each month plus any fees owed for their flying time above their 2 hours allowed per month if they do not have any hours in reserve to draw from. Any pilots flying in excess of their 2 hours per month and no reserve hours will be sent an invoice for that month.

(3) Qualifications for SHAREHOLDERS:

(a.) A valid medical certificate.

(b.) A pilot or student pilot certificate.

(c.) FAA currency requirements (bi-annual flight review, 3 take-offs and landings in last 90 days and night take-offs and landings for night time operations.

(4) Licensed pilots shall have a complete check-out in the said aircraft. by the CORPORATION'S approved CFI and student pilots will be under the supervision of their CFI approved by the CORPORATION.

(5) An aircraft maintained by the CORPORATION may be used at any time by the SHAREHOLDER, subject only to the use of such aircraft by other SHAREHOLDERS.

Therefore, the SHAREHOLDER is required to schedule such use of the aircraft in advance by going on line to the YAHOO CALENDAR.

(6) Scheduling the Aircraft:

(a.) SHAREHOLDERS are entitled to the use of the aircraft two (2) hours per month. Those hours may accumulate, i.e. if no hours are flown in January you can fly four hours in February or any other month up to 12 months ending in December of that year. Should a SHAREHOLDER join in any other month other than January their 12 month accumulation shall begin on that date and end on their anniversary date. Once a SHAREHOLDER reaches their anniversary date that said date shall move a month at a time until the end of that year and then the said anniversary date will be at the beginning of each calendar year. The then accumulated hours must be completed by the end of December of each year. There can be no carry over after that date.

(b.) Since the aircraft will be used by student pilots and to enable all SHAREHOLDERS to use the aircraft the following guidelines will be used when scheduling the aircraft for maximum scheduled time. For weekdays the maximum time to schedule the aircraft and

actual time to be flown will be on a 3 to 1 hourly basis and 2 to 1 on the weekends. This translates to 3hrs schedule minimum of 1 hr flying time and for weekends 2 hrs scheduled minimum of 1 hr flying time. The SHAREHOLDER may schedule the aircraft for a one week period once a year after getting approval from the other four (4) SHAREHOLDERS. The SHAREHOLDER may also schedule the aircraft for a total of four (4) weekends a year. Two (2) weekends will be used during the months of May through September and the remaining Two (2) weekends during the months of October thru April, with the approval of the other four (4) SHAREHOLDERS.

(a.) Instructions for scheduling on YAHOO CALENDAR:

In your URL type <https://login.yahoo.com/?done=http%3A%2F%2Fcalendar.yahoo.com%2F%3F>

When the Yahoo page appears on the right side you will see a box with the following.

Yahoo ID \_\_\_\_\_ (in lower case)

Password \_\_\_\_\_ (in Upper case)

Type in your Yahoo ID and Password and click on Sign In. When the **YAHOO MAIL** page appears there will be tabs at the pop left hand side. Click on the **CALENDAR** tab and another page will appear with 10 selections in black boxes. Click on Date, Week , or Month which ever calendar days you wish to see. Then click on **ADD EVENT** and schedule the dates and times you wish to use the aircraft. Be sure to log out when done. On the **CONTACT** tab it will show the names and phone numbers and e-mail address of the other SHAREHOLDERS and instructors. It is suggested that you carry a copy of this list with you in your flightbag. If you are delayed returning you should find a computer or call someone to extend your time in case someone is scheduled after you. Should it be a mechanical problem, you can contact John Hughes or a DIRECTOR by phone for advice. Be aware that although there was no other SHAREHOLDER'S scheduled when you last checked they may have scheduled later and be waiting for the aircraft to return. If it is not back at the specified time they can check the schedule and be aware that the time has been extended. Also, there may be information left in the **Notes** page about the situation. This information can also be used to contact one another by cell phone.

(b.) Any SHAREHOLDER who has scheduled the use of the aircraft for a specific time who wishes to cancel such scheduled time must do so no later than two (2) hours before the commencement of the time scheduled. In the event that such SHAREHOLDER shall fail to cancel their scheduled time, even though such cancellation shall be caused by weather, the SHAREHOLDER will be charged and required to pay their regular established fee for the entire time scheduled. The reason for this is that their may be some type of small repair or preventative maintenance that could be performed at that time and may avoid taking the aircraft out of service at a later date when the weather is favorable for flying.

(7) Regulations as to use of Aircraft:

(a.) The aircraft is used by the honor system. It is the responsibility of the SHAREHOLDER to fill the aircrafts fuel tanks to full after each use. A flight log sheet is kept in the glove box and the SHAREHOLDER will record the hour meter and tachometer start and finish times after each flight.

(b.) The aircraft will be hangered , therefore the SHAREHOLDER will have the responsibility of removing and replacing the aircraft after each use and to guard against damaging the

aircraft. The hanger door must be closed and locked when the aircraft is taken out and after it is returned.

- (c.) The SHAREHOLDER is required to check all weather condition for their intended type of flight, be it local or cross-country, and plan their flight based upon the forecast and should always have an alternate plan or airport. SHAREHOLDERS are to file a flight plan for all cross-country flights with the Flight Service Station. Before flight, the SHAREHOLDER shall obtain a complete weather briefing including NOTAMS/TFRs and the same shall be recorded at the Weather Bureau or the Flight Service Station serving the departure point by the pilot giving his name and aircraft number to the briefer.
- (d.) The CORPORATION realizes with VFR flying the SHAREHOLDER will always be at the mercy of the weather. Forecasted good weather conditions can at times change rapidly in a local area with deteriorating conditions to minimum or less VFR conditions. Not all pilots have the same experience with good, fair, and poor VFR weather conditions. Should a SHAREHOLDER at any time encounter less than favorable conditions and because of their limited experience in such conditions and feel uncomfortable with the conditions, even though its legal VFR conditions, the CORPORATION would want the pilot to terminate the flight and return to the nearest airport, land and wait for conditions to get better or leave the aircraft to be picked up later. It's the SHAREHOLDERS responsibility to their passenger and themselves to put safety first and return the aircraft later. Its much easier to pick up an aircraft in one piece at an airport than in pieces off of the airport. It is also the SHAREHOLDERS responsibility to return the aircraft to Columbia Airport as soon as weather safely permits.
- (e.) The SHAREHOLDER is restricted from flying the aircraft when any of the following wind conditions exist. Private pilots, headwind exceeds 20 knots with gusts, crosswinds of 30 degrees or more with wind 15 knots or excess with gusts: Student pilots, headwind 15 knots or excess with gusts, and 30 degree or more crosswinds 10 knots or in excess with or without gusts unless student pilot log states previous experience in such conditions. The preceding information is to be used only as guidelines, and the pilot shall use the information found in the approved FAA flight manual and not exceed the X wind components specified for the aircraft.
- (f.) The SHAREHOLDER shall drain the wing tanks of the aircraft, in addition to the sump, before each flight and check the oil level and record any oil added.
- (g.) Student pilot SHAREHOLDERS must have their student pilot certificate endorsed for each solo flight by their CFI.
- (h.) Student pilot SHAREHOLDERS are under the supervision of their assigned CFI and are not permitted to fly outside of the assigned practice area until they have had their student pilot certificate endorsed by their CFI for such cross country flights and after having had their dual cross country flights completed.
- (i.) Student pilot SHAREHOLDERS shall get permission from their CFI prior to each cross country flight along with having the logbook endorsement for each flight.

- (j.) The SHAREHOLDER shall advise the Safety Officer appointed by the CORPORATION immediately of any unairworthy mechanical condition in the aircraft and he shall immediately log such condition. The SHAREHOLDER shall inspect the aircraft before each flight and log and initial any unrecorded damage or unairworthy condition not previously recorded. The SHAREHOLDER shall be held responsible for any new or unrecorded damage which appears on the aircraft between the time that the SHAREHOLDER accepts the aircraft for flight and returns the aircraft.
- (k.) If a mechanical malfunction arises away from home base the SHAREHOLDER should contact a qualified mechanic for trouble shooting. If the repair estimate is \$100 or less the SHAREHOLDER should proceed with having the repair done. In the event such a repair shall require an expenditure of more than \$100.00, the SHAREHOLDER shall contact the Safety Officer or a CORPORATION officer to get approval. The SHAREHOLDER shall be reimbursed by the CORPORATION upon his presentation of the appropriate receipts for such repairs.
- (l.) If the SHAREHOLDER has not flown the aircraft for a period of thirty (30) days, for a student pilot and ninety (90) days for a private pilot they shall be required to take a safety check ride with a CFI appointed for that purpose by the Corporation. The CORPORATION specifically reserves the right to demand that the SHAREHOLDER receive additional instruction if, in the opinion of the Board of Trustees of the said CORPORATION, the need for such instruction arises.
- (m.) The SHAREHOLDER shall not use or operate any aircraft owned by the CORPORATION during the period after sunset to sunrise, the same classed as night flying, unless the SHAREHOLDER, private or student pilot has a log book signoff indicating night flying experience as required by the FAR.
- (n.) Any cross-country overnight flights must be approved by the CORPORATION regardless of the SHAREHOLDERS experience. Student pilot SHAREHOLDERS are not permitted any overnight cross-country flights.
- (o.) The SHAREHOLDER is restricted from flying the aircraft outside gliding distance from land when flying over or near water.
- (p.) If an emergency landing is made at any place other than an airport, the SHAREHOLDER shall not take off until the designated Safety Officer appointed by the CORPORATION grants permission. Further, no aircraft shall be landed at airports without hard surfaced runways without permission of the Safety Officer.
- (q.) There are areas along some portions of the hard surfaced runway at Columbia Airport that have ruts, holes or small depressed areas caused by the tractor tires when the mowing is done so SHAREHOLDERS are warned not to taxi off and back onto the hard to soft and soft to hard surfaces of the runways because as you cross over these uneven areas and the aircraft bounces and the nose wheel drops into the (rut, hole or depressed area) it will causes the nose strut to bottom and when this happens all the clearance there was previously between the propeller and its former surface is lost, and with a difference between the height of the two surfaces with the surface taxied on to being the higher surface the propeller will strike the it. Taxing off and on to these surfaces without knowing the condition of the two surfaces should only be done in an

emergency situation, such as another aircraft taking off or landing and not realizing you are on the runway. New propellers cost over \$2,600.00 and Continental service bulletin states any type of propeller strike will require an engine teardown and inspection of the crankshaft and associated parts for damage which could cost as much as an engine overhaul or more if the crankshaft must be replaced.

- (r.) SHAREHOLDERS are permitted to use the sod runway only at Columbia Airport but must check with a person appointed by the CORPORATION and receive permission. The sod runway is prone to slight flooding in some areas after heavy rains and totally unusable in the spring and fall. Winter time use is allowed when the ground is frozen but it will not be plowed so check first.
- (s.) At no time shall the aircraft be left unattended without wheel chocks in place. In the event the SHAREHOLDER should leave the airport where the aircraft is parked for any purpose, the said aircraft shall be tied down.
- (t.) The aircraft shall be insured for hull, liability and property damage coverage. The SHAREHOLDER having possession of the aircraft during the time that any damage may occur is fully and completely responsible, and shall pay, the deductible portion of any insurance claim made or settled as a result of such damage, including any damage resulting because of the failure of the SHAREHOLDER to properly tie down such aircraft.
- (u.) This is a new operation and insurance was difficult to obtain and Global Aerospace was one company that would insure five Shareholders (pilots), so the CORPORATION asks all SHAREHOLDERS to use all their past flight experiences knowledge gained and common sense and use good judgment and follow all safety rules in order to complete all their flights safely as accidents will cause insurance premiums to increase or be cancelled. Each SHAREHOLDER will be listed on the insurance policy.
- (v.) The aircraft windows are plastic and are prone to scratching by improper cleaning. If the aircraft has been sitting the windshield and other windows accumulates dust due to static. The ideal way to clean the window is to flush off the dirt with water and wipe it dry with a soft cloth. Some paper towels can scratch the window due to the wood fibers in the towel. VIVA brand paper towels seems to be quite soft. Bugs are easier to remove immediately after the flight as they have not dried on the surface. It would be nice if each SHAREHOLDER that flew the aircraft when the bugs are out would clean them off the windshield after the flight. If they have dried on the surface, wet down the window to soak them prior to starting the preflight inspection and they can be removed more easily. An aircraft plastic window cleaner seems to put a coating on the window to help with bug removal, but if used to clean the window without flushing off the dirt it will hold the dirt on the window and scratch it as it is being spread around. Please DO NOT use household cleaners such as Windex because it can contain ammonia or other chemicals that over time will discolor the plastic. The aircraft has had a new windshield installed recently, and it would be nice to keep it in its present condition.
- (8) Should the SHAREHOLDER at any time feel they no longer need or are unable to use their share it can only be purchased by the CORPORATION. In order for the SHAREHOLDER to receive his full amount they paid for their share they must do the following,
  - (a.) Give the CORPORATION thirty days (30) notice

(b.) Have been a SHAREHOLDER for at least a year

(d.) Their account paid in full to date.

(9) The Board of Directors of the CORPORATION may terminate all rights and privileges of a SHAREHOLDER upon any of the following circumstances:

(a.) The failure of the SHAREHOLDER to pay previous month's SHAREHOLDER's FEE and flying time due the CORPORATION for a period of more than ten (10) days from first day of the month due.

(b.) When a SHAREHOLDER's is terminated due to outstanding account balance with the CORPORATION for a period of more than 10 days from the first day of the month due,. The said SHAREHOLDER's share will be automatically forfeited to the CORPORATION due to being terminated without the required 30 day notice and to cover the unpaid account balance due the CORPORATION. When a SHAREHOLDER is terminated their name will be removed from the insurance policy.

(c.) The violation of the SHAREHOLDER of any Federal Aviation Authority rule or regulation.

(d.) The violation by the SHAREHOLDER of any provision of the Articles of Incorporation of the said CORPORATION, its By-Laws, and the laws of the State of Ohio governing corporations for profit.

(e.) Any act by the SHAREHOLDER which, in the opinion of the Board of Directors of the CORPORATION, is deemed to be reckless, careless or evidence of poor judgment in the operation of the aircraft.

In the event of the termination of this contract and all terms and conditions herein contained, shall become null, void and of no effect whatsoever thereafter.

(10) The Articles of Incorporation of the COLUMBIA PILOT ASSOCIATION INC. as approved by and on record with the Secretary of the State of Ohio, and the By-Laws of the CORPORATION approved pursuant thereto and the General Corporation Law of the State of Ohio are incorporated into this agreement by reference and made a part of this instrument as if fully rewritten herein.

(11) This contract is deemed to be a specific, particular and unique agreement between the parties hereto, and the SHAREHOLDER shall not assign his rights hereunder to any other person except

that the same be done with the approval of the Board of Trustees of the CORPORATION, in writing.

(12) When executed by the SHAREHOLDER, and by the Board of Trustees of the CORPORATION, this contract shall be binding upon the SHAREHOLDER and the CORPORATION, their respective successors and assigns and shall be deemed to contain the entire understanding between the parties hereto, and no outside warranties, representations or parol agreements shall be permitted to vary the terms one word herein above set forth.

(13) This contract and all terms contained herein, shall remain in full force and effect until cancelled in its entirety by either the SHAREHOLDER or the CORPORATION by giving a notice in writing.

THIS CONTRACT HAS BEEN READ IN ITS ENTIRETY BY THE PROPOSED SHAREHOLDER AND IS EXECUTED WITH FULL KNOWLEDGE OF THE RIGHTS, PRIVILEGES AND DUTIES TO EXIST HEREAFTER ON THE PART OF, AND BETWEEN, THE SHAREHOLDER AND THE CORPORATION.

By: \_\_\_\_\_  
SHAREHOLDER Date

SKYHAWK FLYERS a division of COLUMBIA PILOTS ASSOCIATION

By: \_\_\_\_\_  
Director Date

By: \_\_\_\_\_  
Director Date



# PILOT QUALIFICATIONS

Named Insured SKYHAWK FLYERS Make & Model Aircraft to be Flown CESSNA 172  
 Your Name \_\_\_\_\_  
 First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_  
 Address \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Occupation \_\_\_\_\_  
 Employed by \_\_\_\_\_ Since \_\_\_\_\_  Full Time  Part Time  
 Address \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_  
 Cell Phone (\_\_\_\_) \_\_\_\_\_ Business Phone (\_\_\_\_) \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_  
 E-mail address \_\_\_\_\_

### AIRMAN CERTIFICATE NUMBER

### MEDICAL:

Number: \_\_\_\_\_  
 Limitations: \_\_\_\_\_

Class: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Limitatons: \_\_\_\_\_

### CURRENT CERTIFICATES AND RATINGS

Student: Since \_\_\_\_\_  Instrument \_\_\_\_\_  Multi-engine, Sea  
 Private  Night \_\_\_\_\_  
 Commercial  Single Engine – Land \_\_\_\_\_  Rotocraft \_\_\_\_\_  
 Sr. Commercial  Single Engine – Sea \_\_\_\_\_  Glider \_\_\_\_\_  
 Airline (ATP)  Center Line Thrust \_\_\_\_\_  A&P Mechanic \_\_\_\_\_  
 Instructor \_\_\_\_\_  Multi Engine – Land \_\_\_\_\_  Other \_\_\_\_\_  
 class \_\_\_\_\_  
 Date of last logged satisfactorily accomplished Biennial Flight Review \_\_\_\_\_ Make and Model \_\_\_\_\_  
 Date of last logged satisfactorily accomplished Pilot Proficiency Exam \_\_\_\_\_ Make and Model \_\_\_\_\_

### LOGGED PILOT HOURS

Total Pilot-In Command hours for all aircraft \_\_\_\_\_

### ITEMIZED PILOT COMMAND HOURS

CLASS	MAKE & MODEL	TOTAL	LAST 90 DAYS	LAST 12 MONTHS	INSTRUMENT 6 MONTHS	CO-PILOT HOURS
Insured Make & Model	CESSNA 152					
Single Engine Fixed Gear	CESSNA 150/172					
Single Engine Retractable						
Single Engine Fixed Gear - Other						

### ANSWER ALL QUESTIONS

Any person who knowingly and with intent to defraud any insurance company or other person who files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

- Have you ever had an aircraft claim, incident or accident?  Yes  No
- Have you ever been cited or fined for violation of an aviation regulation?  Yes  No
- Has your pilot certificate ever been suspended or revoked?  Yes  No
- Have you ever been convicted of a felony or are you under indictment for a felony?  Yes  No
- Have you every been convicted driving a motor vehicle under the influence of alcohol or narcotics, or of reckless driving?  Yes  No
- Has your driver’s license ever been suspended or revoked?  Yes  No
- Have you ever been convicted of or are you under indictment in a legal action involving drugs or narcotics?  Yes  No
- Have you ever had or been treated for a chemical dependency?  Yes  No
- Are you regularly using any medication?  Yes  No

Explain fully each "Yes" answer \_\_\_\_\_  
 Use extra page to fully explain.

ALL OF THE INFORMATION HEREIN IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE AND I HAVE NOT KNOWINGLY OR INTENTIONALLY CONCEALED OR MISREPRESENTED ANY FACT. THIS FORM WILL BECOME PART OF THE INSURANCE APPLICATION AND AS SUCH ALL FRAUD STATEMENTS ARE APPLICABLE.

X \_\_\_\_\_  
 Pilot’s signature

\_\_\_\_\_  
 Today’s date