Membership Agreement — North Jersey Flying Club, Inc.

Version 1.0 · adopted September 3, 2026 · North Jersey Flying Club, Inc.

This Membership Agreement is between **North Jersey Flying Club, Inc.**, a New Jersey nonprofit corporation (the "Club"), and the person signing below (the "Member"). It takes effect on the date the Club admits the Member under Bylaws §3.3.

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1. What the Member is joining

1.1 **One membership.** The Club admits the Member to one membership. It entitles the Member to the rights the Bylaws provide and to the payout on transfer described in §5.3 below (Bylaws §6.1).

1.2 **Personal to the Member.** Membership is held only by a natural person, may not be held jointly, and may not be held by a corporation, limited liability company, partnership, or trust (Bylaws §3.1). Flying privileges are personal to the Member: a spouse, partner, or family member must hold their own membership to fly (Bylaws §3.4).

1.3 **Not transferable privately.** A membership transfers only through the Exit List and transfer process in the Bylaws, and may not be sold, pledged, or assigned by the Member (Bylaws §3.7).

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2. The documents that govern

2.1 **What the Member agrees to.** The Member has received, read, and agrees to be bound by the Club's Bylaws, Operating Procedures, Financial and Administrative Procedures, and fee schedule, **as each may be amended from time to time**. Those documents, together with this Agreement and the Liability Release, state the terms of membership.

2.2 **Where the terms live.** This Agreement does not restate the Club's rules. It points to them. The Bylaws govern where this Agreement and the Bylaws conflict, and the order of authority among all Club documents is set in Bylaws §14.2.

2.3 **Amendment.** The Club may amend the Bylaws, the Operating Procedures, the Financial and Administrative Procedures, and the fee schedule as those documents provide. The Member is bound by amendments made in accordance with them. This Agreement itself may be changed only in a writing signed by both the Club and the Member.

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3. Money

3.1 **Buy-in.** The Member pays the membership buy-in in full on admission, in the amount published in the fee schedule (Bylaws §6.1). A buy-in paid before admission is complete is held for the applicant, is not Club income, and is refunded in full if the applicant is not admitted or withdraws before admission is complete (Bylaws §3.3).

3.2 **Dues and usage charges.** The Member pays monthly dues whether or not the Member flies, and an hourly usage charge for each aircraft, at the rates published in the fee schedule (Bylaws §6.2, §6.3). Dues for the month of admission are prorated from the date of admission and are payable with the buy-in (Operating Procedures §10.4).

3.3 **Paying on time.** The Member pays all amounts when due, together with any late charges, collection costs, and other amounts that become due under the Bylaws. The consequences of not paying — including a late charge, suspension of flying privileges, and termination of membership — are set out in Bylaws §11.3.

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4. Flying

4.1 **Qualification.** The Member will not act as pilot in command of a Club aircraft until the Member has completed the required checkout and meets the Club's and the insurer's requirements (Operating Procedures §§1–2).

4.2 **The Member represents** that every statement made in the Member's application is true and complete, including the Member's certificates, ratings, medical, flight review, flight time, and accident, incident, and enforcement history.

4.3 **Ongoing duty to tell the Club.** The Member will promptly notify the Club of any change in the facts represented in §4.2, including any accident or incident, any FAA enforcement action or certificate suspension or revocation, any medical denial, revocation, or lapse, and any change in the Member's insurance.

4.4 **Accuracy matters to coverage.** The Member understands that the Club's insurance depends on the accuracy of what the Club and its members tell the insurer, and that a material misstatement could result in a claim being denied. The Member authorizes the Club to verify the Member's FAA records and to give the insurer information about the Member required to obtain or maintain coverage.

4.5 **Care of the aircraft.** The Member will operate and care for Club aircraft in accordance with the Operating Procedures and the manufacturer's recommended procedures (Bylaws §3.5).

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5. Important things to understand before signing

Read this Section carefully. Each item is a real term of membership. Each is a summary — the Bylaws section named in each item governs.

5.1 **Voting is limited during the Founding Period.** For up to 36 months from incorporation, only Founding Members vote on Major Decisions and elect directors. A Regular Member who is not a Founding Member votes on routine business, on unbudgeted non-maintenance spending above the Board's limit, on a dues increase of more than 25% in 12 months, and on any change to the sunset provision — and not on the rest (Bylaws §5.4, §7.3(c)).

5.2 **Assessments are not capped.** The Board may levy assessments, and assessments totaling more than $500 per member in any 12-month period require a member vote — which, during the Founding Period, is a vote of the Founding Members. There is no ceiling on total assessment exposure (Bylaws §6.4(a)).

5.3 **The exit is capped, and it is not guaranteed.** On leaving, the Member receives at most 90% of the buy-in the Member paid — never a share of the Club's retained earnings or of any increase in the value of its aircraft. The payout is funded by an incoming member's buy-in, so it depends on a new member joining. The Club owes reasonable efforts to fill vacancies, not a date (Bylaws §6.6(c), §6.6(f)).

5.4 **The payout can be less than 90%.** If the buy-in has fallen since the Member joined, the payout is limited to what the incoming member actually pays (Bylaws §6.6(c)).

5.5 **There is an 18-month minimum term.** The Member cannot join the Exit List until 18 months after admission, unless the Board permits an earlier exit for extenuating circumstances — and it may condition that on paying dues through the 18th month (Bylaws §6.6(h)).

5.6 **A called guaranty stops the exit queue.** If a member has paid under a personal guaranty of Club financing, all Exit List transfers stop until that member has been reimbursed in full (Bylaws §6.6(g), §9.2(b)).

5.7 **The pilot flying pays the deductible.** The member operating an aircraft bears the Club's insurance deductible for a loss, regardless of fault. A member whose act or omission causes coverage to be denied, reduced, or voided bears the full uninsured amount of the loss (Bylaws §9.4(d)).

5.8 **The Club's insurance has limits.** Liability coverage is subject to policy limits, which include a limit per passenger. A serious claim can exceed those limits, and any amount above them is not covered. Current limits are available from the Club on request.

5.9 **Termination for nonpayment does not forfeit the buy-in — but everything owed is deducted.** If the Club terminates the membership for nonpayment, the membership goes on the Exit List and is paid out, less the unpaid balance, late charges, collection costs, and reasonable attorney's fees. If what the Member owes exceeds the payout, the Club may pursue the difference (Bylaws §11.3).

5.10 **The Member is strongly encouraged to carry non-owned aircraft insurance**, including hull-deductible reimbursement coverage. It is not required. It covers the exposure described in §5.7 and §5.8, and it is typically inexpensive.

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6. The Member's indemnity

6.1 **Indemnification.** The Member shall indemnify and hold harmless the Club and its directors, officers, employees, agents, and volunteers from claims, losses, damages, liabilities, costs, and reasonable attorneys' fees arising from the Member's negligent, reckless, intentional, unlawful, or unauthorized acts or omissions, or from the Member's violation of the Bylaws, the Operating Procedures, the Club's insurance requirements, or applicable law.

6.2 **This includes claims by others.** It covers claims brought by the Member's passengers, family, heirs, or estate arising from a flight the Member conducted.

6.3 **What it does not cover.** This Section does not require the Member to indemnify anyone for that person's own gross negligence, recklessness, or intentional misconduct, or for the Club's own independent negligence.

6.4 **Relationship to the Club's indemnification of its directors.** The Club separately indemnifies its directors and officers under Bylaws Article X. This Section is not affected by that one, and neither reduces the other.

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7. Release

7.1 The Member has signed the Club's **Assumption of Risk, Release, and Indemnity** as a condition of flying privileges (Bylaws §14.3). That document is separate from this one, and both apply.

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8. Notices

8.1 **Address of record.** The Club gives notices to the Member by email at the address the Member keeps on file with the Secretary. Notice is effective when sent. The Member is responsible for keeping that address current (Bylaws §4.4).

8.2 **Consent to electronic notice.** The Member consents to receiving all Club notices — including meeting notices, billing, and notices about discipline or termination — electronically.

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9. Disputes

9.1 Before starting litigation against the Club or another member over a matter arising under the Bylaws, the Operating Procedures, or this Agreement, the Member will first offer to resolve it through mediation, with the cost shared equally. This does not apply to emergency relief or to the Club's collection of amounts owed to it. Any action is brought in the state or federal courts sitting in New Jersey (Bylaws §14.4).

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10. General

10.1 **Governing law.** New Jersey law governs this Agreement.

10.2 **Entire agreement.** This Agreement, the Liability Release, and the Club documents named in §2.1 are the entire agreement between the Club and the Member about membership, and replace any earlier understanding, including anything on the Club's website or in its application materials.

10.3 **Severability.** If any provision is held invalid, the rest remains in effect.

10.4 **Signatures.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

Signatures

The Member: I have read this Agreement, including Section 5, and I agree to it.

Name: _____

Signature: _____ Date: _____

Email address of record: _____

North Jersey Flying Club, Inc.

By: _____ Date: _____

Name and title: _____