Celebration of Honor Fly dba Ballooning Society of Pikes Peak Hot Air Balloon Ownership program BSOPP Aircraft Program

The Celebration of Honor Fly (Celebration) and The Ballooning Society of Pikes Peak (BSOPP) desire to work together to create a program to enhance the participation of LTA (Lighter Than Air) - Hot Air ballooning in the Pikes Peak Region. Celebration as a 501-c-3 not for profit organization and BSOPP the representative for LTA flying in the region and wish to enhance and expand the participation of Hot Air Balloon flying, pilots and crew participation along with special activities for our military veterans.

Celebration would acquire a hot air balloon system (aircraft) and coordinate operation with BSOPP (Celebration of Honor Fly dba Ballooning Society of Pikes Peak) for their operational oversight as follows:

FLIGHT OPERATION RULES

A. Eligibility:

The aircraft owned by the BSOPP Club shall only be flown by persons/pilots that are members of BSOPP as an individual or family member and as well as a BSOPP Aircraft Program Participant. There shall always be a member of the BSOPP Club as Private or Commercial pilot in command (PIC) or as a student pilot authorized to serve as PIC when not with an instructor (solo flight rated).

Equitable use:

- 1. A person qualifying herein shall be deemed an "BSOPP Aircraft Participant or Member" (Program) upon continuos payment of BSOPP dues and payment of the initial and ongoing fees associated with the dues and charges for the program aircraft rental as found in "Schedule A".
- 2. A BSOPP Program Participant may withdraw from the Program at any time by written notification or for non payment of BSOPP club dues. A Program Participant may participate in the Program with or without reserving and using the Program Equipment.
- 3. Violation of the Operation Rules, persistent failure to pay dues and assessments for the Program when due or willful or negligent endangerment of Program equipment shall be sufficient cause for revocation of privileges from the program.

B. Program Dues and Assessments

- 1. Dues and charges for membership each month in the program are to be paid no later than the end of each month or billing cycle.
- 2. Any member who has failed to pay their dues or any sum due the Program in full within 45 days of billing shall no longer be considered a member in good standing in the program and will be placed on the inactive list. They shall also have their flying privileges suspended until the bill is paid and shall be required to pay a penalty of ten percent (10%) of the amount due and 1.5% interest monthly till paid in full.

FLIGHT LIMITATIONS

Members of the Program shall observe all existing FAA Regulations, State, Local airport and BSOPP Club rules. The only maneuvers permitted are those required in a flight test for any airman certificate. The aircraft shall be operated only from those launch areas which are locations approved by the Program. The aircraft shall not be flown by or loaned to non-members. The use of the Program aircraft for commercial purposes or for flight record attempts is prohibited.

1. Night operations are not permitted

- 2. Wind restrictions are defined in the aircraft flight manual and shall not be flown by any member when surface winds or gusts are more than 10 knots at launch, except when the member is accompanied by an instructor on a training flight and the instructor deems the winds acceptable.
- 3. Student Flights must be accompanied by a Commercial Pilot LTA. All student pilots must have each flight approved by a flight instructor at the base of operations, prior to the flight.
- 4. Private pilots must have conducted a one-time training flight with a Program member having experience in the specific balloons flight operation. This requirement may be waived if the pilots log book shows flights in the same make, model and size of the Program aircraft.
- 5. To be qualified to rent the balloon system, the renter/PIC/student, must read and acknowledge having read the flight manual and confirm having the skills, knowledge and ability to safely operate such aircraft.
- 6. Student Pilot, Private Pilot and Commercial Pilot must complete the Insurance registration application form to submit to the Insurance Company fo record at least Seven (7) days prior to the initial reservation request. Those applications will be reviewed by the Insurance Company and the pilots will be accepted and added to the BSOPP Insurance policy.

RESERVATIONS

All flying time shall be booked in advance of the proposed flight in accordance with Program guidelines.

- 1. The maximum flight time reservation that can be scheduled without prior approval of the Program Director(s) is Four calender days prior to the requested flight day.
- 2. Reservations for more than Four calender days in advance of the requested flight day must be approved in advance by the President, the Secretary or the Safety Officer.
- 3. Check out and Check in procedures will be followed in accordance with Program guidelines.
- 4. Reservations may be canceled without charge a minimum of 48 hours in advance for any reason. There will be a 50% (Fifty percent) penalty of the flight reservation charge for cancellations less than 48 hours except for weather conditions. For cancellations less than 48 hours there will be no penalty based on verified inappropriate field weather conditions presented to and approved by the President, Secretary or Safety Officer as appropriate.
- 5. An on line Reservation, check-out and check-in and payment system may be incorporated to allow for a smooth operation of the reservation system.

RESPONSIBILITY

The pilot in command is responsible for the safety of the flight of the balloon. When there are multiple qualified pilots intending to fly (Flight Review, Instruction, currency flight) they will reach a verbal agreement as to who will act and Pilot in Command prior to commencement of any flight. The PIC will be noted on the Program reservation page for turn in. PIC will be responsible for any damage to the equipment.

OPERATIONAL COSTS

On all flights all propane, fan fuel and any vehicle expenses will be paid for by the Pilot in Command operating the aircraft. Failure to return the equipment in full fuel conditions will result in a 200% (Two Hundred percent) charge for the failure to refuel equipment plus a \$25 handling charge for re-fueling the items.

Annual balloon insurance and annual inspection costs are covered by the Program charges. Any insurance deductible due to a any insurance claim is the responsibility of the Pilot in Command. Any PIC that has an existing balloon system will have insurance in place. Their policy may be primary and the Program Balloon secondary. When a student is signed off to fly Solo they will fly under the BSOPP insurance coverage or have their own insurance policy listing the Club balloon.

VIOLATIONS

- 1. A violation of any of the rules by a program member renders them liable for any or all, temporary flight suspension, monetary penalty or both, pending a decision of the Program Directors.
- 2. In the case of extreme violations, especially in violation of FAA Regulations, expulsion from the Program may be recommended upon unanimous vote of the Program Directors.

EQUIPMENT DAMAGE AND REPORTING

PIC will be responsible for reporting any significant damage visible or not to the Safety Officer in accordance with the Program reporting system. Should they fail to do so, any repairs deemed required by the Safety Officer shall be made and charged at two times (2X) the cost for non reporting to the PIC.

CHANGES AND AMENDMENTS

Changes in or amendments to these operation rules may be affected only by a two-thirds majority vote of the Directors and participants in the program and a duly called Program Meeting. Each program participant shall receive a copy of the proposed changes or amendments. The original Operation Rules shall have a copy of the changes or amendments attaches thereto.

BSOPP Balloon Program pricing Schedule "A"

Program Membership

Annual Program Membership fee \$250.00, which includes one (1) flight in annual membership fee and provides access to the reservation system to use the equipment. Membership runs from January 1 thru December 31 of the calendar year irrespective of when a party joins the Program, no prorations.

Program Equipment usage charges

Initial Damage Deposit required with the first flight reservation, to be held and applied to any required repairs: \$200.00

Cost per flight reserved and logged: \$150.00 paid prior to flight. This is for the equipment provided by the program. Flight payment expires at end of each year.

Flight Reservation Fee: See reservation system upon regiatering

Program Equipment available for reservation and use:

Envelope: 1998 Aerostar RX-7, SN RX7-3330, Envelope N9146C

Basket: SN ELSS-141

25 gallon lay down tank with plug in heater: HP3S-3328

Instruments: Flytec: 2184 / AEGIS 4186 Inflation Fan: Honda Motor, 3 blade

Trailer: 2" ball required, gate code at check out

Tie Off system:

Strikers:

Refueling hose & Adapter:

Helium Tank: No balloons included

Not Included equipment:

Aircraft Radio: Two way radio equipment with crew Tail gate equipment Pibal balloons

Reservation, Check-out and Check-in procedures:

Party(s) making reservations and flights will be responsible for inspection of the equipment prior to flight and signing off it's good condition prior to the flight and post flight inspection sign off of it's good condition. Should any damage be discovered pre or post flight, photos will be taken and reported in the check out process and reported immediately to the Safety Officer.

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