

# MEMORANDUM OF UNDERSTANDING

Between the Wings over Waxhaw Flying Club

And

JAARS (Aviation) Inc.

Date: December 2021

## I Preface

This MOU details the relationship between The Wings over Waxhaw Flying Club (WOW, or the Club) and the Aviation Department of JAARS, Inc. of Waxhaw NC. WOW has operated a flying club which includes primary flight training for members of WOW out of the facilities of JAARS Aviation for years. Whereas there is mutual benefit for both parties, JAARS would like to endorse the Club operations by establishing the following Memorandum of Understanding that defines this unique relationship and establishes the rules under which WOW may continue to enjoy operating out of JAARS.

**NOTE: No portion of this document should be construed as an assumption of Liability on the part of JAARS Inc. or JAARS Aviation for any of the activities of the Wings over Waxhaw Flying Club, Inc. as they use the JAARS facilities in accordance with this Memorandum.**

## II Wings Over Waxhaw Flying Club, Inc. organizational structure and contact information.

The Wings over Waxhaw Flying Club, Inc. is registered in North Carolina as a non-profit social organization under 501(c7) with their official address listed as:

Wings Over Waxhaw Flying Club, Inc.  
P.O. Box 172  
Waxhaw, North Carolina 28173

As of September 1, 2021 the following individuals constitute the governing officers of the Club:

President—Rachael Stoner	flyin4god@gmail.com	330-461-7928
Vice-President—Dwight Pagan	pakandj@yahoo.com	980-267-4140
Treasurer—Carl Joe Shrewsbury	JShrewsbury@outlook.com	704-281-6017
Secretary—Charles Brian Malley	cbmalley@aol.com	419-277-9968
Maintenance Officer—Preston Schumann	pschuma0@gmail.com	704-999-0217

## III JAARS welcomes the Club and agrees to the following:

### 1) Facilities

#### A. Use of tie-down area(s)

Tie-down area(s) reserved for the use of WOW are designated and marked on the map in Appendix B of this document.

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B. Use of refueling area and pumps

Use of the refueling area and the gas pumps are provided on a restricted basis.

- i. Fueling facilities may be used by the Club with the understanding that JAARS aircraft will be given priority.
- ii. Leaving an aircraft in the refueling area after services are completed is prohibited.
- iii. Fuel spill protocols will be followed (see ERP in WOW JAARS-Townsend tour for Wings Over Waxhaw Flying Club Members on file in the Hangar Break Room).
- iv. Accurate record keeping of fuel used will be kept. If discrepancies regularly exist JAARS may apply restrictions to the use of the pump.

C. Use of Hangar

Use of the JAARS hangar facility is not allowed except in the following situations:

- i. Arrangements will be made with the Maintenance Manager, or his or her designee, to include the following:
  - a. a clear understanding of the rates to be charged for hangar usage, and
  - b. approval for the use of any needed tooling to accomplish specific tasks

D. Safety Management System

JAARS Aviation personnel participate in a Safety Management System that includes identifying and reporting hazards, making sound flight and maintenance decisions and implementing solutions to identified safety deficiencies. To promote safety in the use of the shared facilities, property and the runway at the JAARS Townsend Airport, WOW understands that the JAARS SMS is the means by which JAARS will report and address safety concerns observed by JAARS personnel. Upon receipt of an Eagle Eye report of an unsafe situation or act that involves WOW, the JAARS Safety Manager will notify the Club President who, in consultation with the Club Board of Directors, will implement needed corrective and preventive actions and report back to the JAARS Safety Manager when they are completed. To promote safety at the JAARS Townsend Airport, JAARS invites WOW to participate in the JAARS SMS through mutual use of the Eagle Eye reporting process.

2) Services

A. Tie-down

Tie-down services are provided as follows:

- i. JAARS will provide space to tie down two aircraft.
- ii. Ropes or chains will be provided to tie down the aircraft from three points. Any deficiency in the JAARS supplied equipment used to secure the aircraft must be reported to the JAARS Airport Manager for correction immediately.

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- iii. JAARS is not liable for the manner in which a WOW member secures a WOW aircraft.
- iv. JAARS is not liable for any Act of God that may cause damage to the aircraft tied down at its facility.
- v. JAARS is liable for any damage to an aircraft that is damaged by JAARS personnel in the maintenance of the airfield.

B. Fuel sales

Fuel is stored and provided free of defect and is dispensed as follows:

- i. The equipment used to dispense the fuel complies with DOT standards but is not dispensed from a commercially certified measurement system. JAARS operates a private refueling service.
- ii. Meter readings must be recorded before and after the refueling.
- iii. Aircraft grounding is provided and its use is mandatory.
- iv. It is the operator's responsibility to ensure that the correct fuel type and grade is dispensed into any aircraft.
- v. Any use of alternative fuels will not be allowed unless:
  - a. The aircraft has been certified by STC to use the alternate fuel, and
  - b. The system for storage and dispensing of the fuel is approved by the JAARS Airport Manager.

C. Oil and miscellaneous parts sales

Purchasing of oil and parts will only be done during business hours at JAARS. No access will be provided to oil stores on weekends, or after hours.

D. Maintenance

- i. Maintenance service requests may be provided at the discretion of the JAARS Aviation Service Manager.
- ii. Any charges for services will be approved before the work begins. See Appendix A for the current charges for these services.

E. Parts and tool storage shed

- i. A shed, approximately 10'X16' in size, may be placed in a location approved by JAARS for the storage of parts and tools.
- ii. Electricity will be provided at a rate agreed upon by both parties.
- iii. Ramp side access to the shed will be controlled by locks with both parties having keys.
- iv. The space for the shed will be leased to WOW. See Appendix A for rates.

IV As a good neighbor, the Club understands and agrees to the following:

- 1) Access to facilities
  - A. Limited use of hangar facilities

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- i. WOW agrees to use the hangar break room for briefings only when it is not in use by JAARS personnel.
- ii. Use of the restrooms is acceptable during working hours and after hours if access has been granted to supervisory personnel with a JAARS key card. Any other access will not be permissible.

B. Tie-down restrictions

Use of tie-downs in front of the hangar is prohibited except as follows.

- i. Very brief times between flights (restricted to 15 min.) during business hours.
- ii. During off hours and weekends as space permits. The aircraft must be moved away when the space is needed or before the start of the business day each morning.
- iii. When special permission is granted by the JAARS Aviation Maintenance Manager.

C. Use of ramp adjacent to storage shed.

- i. Restricted to non-business hours or by special permission.
- ii. In no case may an aircraft be left in front of the shed that is rendered unmovable. This applies to both working and non-working hours.
- iii. Use of the shed for storage is restricted to parts and tooling. No bulk storage of fuels is approved. Maintenance jobs that are fully contained in the storage facility are approved.

D. Other

Vehicular traffic is not permitted on the apron or any other part of the JAARS airfield at any time except:

- i. If an approved fuel dispensing system for alternate fuels requires the use of a vehicle to dispense the fuel, or
- ii. Special permission has been granted to do so by the JAARS Airport Manager.

2) Billing and accounting

A. Billing address

An accurate, updated billing address will be provided to JAARS Finance Office.

B. Payment

All invoices will be paid, within 14 days of receipt, to JAARS Inc. unless alternative arrangements have been made and are documented.

C. Past due invoices

Should invoices become past due for payment (more than 30 days since the billing date), no further charging for parts, materials or fuel will be accepted until the invoices are paid in full.

D. Termination of charging privileges

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Should past due invoices be outstanding for more than three months, privileges for charging in the future will be revoked.

3) Communications

A. Contact Information

Contact Information for WOW club leadership will be updated with JAARS Aviation Administration.

- i. Within 30 days of any change
- ii. Information will include:
  - a. Name
  - b. Phone number
  - c. Email address

B. Changes to the insurance policy for the aircraft/operation will be updated with JAARS Aviation.

V Legal Implications

1) The WOW shall maintain the following insurance coverages:

A. Liability insurance

Liability Insurance is required to be in effect for all operations, ground or flight. The limits of liability are up to the Club.

B. JAARS named insured

JAARS Inc. must be listed as "Named Insured" on any insurance policy that WOW purchases and maintains. This is required in order to cover JAARS in the event of accidents that impact JAARS and its operations.

2) Accurate Contact Information

A. The Club will provide proof of insurance to the Aviation Business Office.

B. The Club will provide to the Aviation Business Office, contact information for the insurance company and agent.

3) Waiver

Any deviations from the requirements above or any waivers granted to WOW by JAARS Director of Aviation will be included as an Appendix to this agreement.

VI Emergency Response Protocols

See Accident Prevention Program (APP) in Appendix E of the WOW Presentation guide on file in the Hangar Break Room.

1) Aircraft accident

See contact information on page one (1) of this document.

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2) Refueling accident

See document entitled *JAARS-Townsend Tour For Wings Over Waxhaw Flying Club Members* on file in the Hangar Break Room.

VII Revision Process

Any revisions to this MOU or attached appendices will be processed by both the Club and JAARS Inc. and will only become effective when endorsed by both parties.

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Signature Page

The undersigned parties agree to the terms of this memorandum including all the Appendices below.

For JAARS, Inc.



Printed Name: Craig Russell

Date: 1-11-2022

For Wings Over Waxhaw Flying Club, Inc.



Printed Name: Rachael Stoner

Date: 1/13/2022



Appendix A

Approved Fees

Tie Down	\$20.00/month/aircraft
Facility Use (other than Hangar)	\$0.00/month as long as the usage remains in accordance with this MOU
Hangar Use	\$15.00/hour
Maintenance	\$35.00/hour
AVGAS	24% discount on the commercial rate, also known as the Member Rate
Lease of space for shed	\$30.00/month
Electricity for shed	\$10.00/month (fixed)

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Appendix B

The following photograph indicates the acceptable parking and tie down areas for Wings over Waxhaw Flying club aircraft. WOW may use any designated space in this area.



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## Appendix C

### JAARS Facilities Use Policy



Facility Use Policy,  
16 Nov. 2018.pdf

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