

# Alliance Sport Parachute Club



# Constitution

Current as of 7-14-2012

# ALLIANCE SPORT PARACHUTE CLUB CONSTITUTION

## Table of Contents

<b>CONTENT</b>	<b>PAGE</b>
GENERAL.....	1
Name.....	1
Purpose.....	1
Location.....	1

### BY-LAWS

<b>ARTICLE I (MEMBERSHIP)</b> .....	3
Section 1: General.....	3
Section 2: Type.....	3
A) Regular.....	3
B) Social.....	3
C) Life.....	3
Section 3: Requirements.....	3
A) Active Participants.....	3
1. medical.....	3
2. age.....	3
3. experience.....	3
4. affiliation.....	3
B) Non-participants.....	3
Section 4: Fees and Dues.....	4
A) Definition.....	4
1. initiation fee.....	4
2. dues.....	4
3. clubhouse key.....	4
B) Current Rates.....	4
C) Payment Procedures.....	4
1. new members.....	4
2. renewing members.....	4
D) Delinquent Payment.....	5
E) Dues Exempt.....	5
Section 5: Application.....	5
A) Regular and Social Members.....	5
B) Lifetime Members.....	5
1. Inactive member.....	5
Section 6: Reinstatement.....	6
A) Good Standing.....	6
B) Seniority.....	6
C) Other Than Good Standing.....	6
D) Vote Back in.....	6

<b>ARTICLE II (Officers)</b> .....	7
Section 1: General.....	7
Section 2: Terms.....	7
Section 3: Elections.....	7
Section 4: Duties.....	7
A) President.....	7
B) Vice President.....	8
C) Treasurer.....	8
D) Secretary.....	8
E) Club Safety Officers.....	9
Section 5: Trustees.....	9
Section 6: Resignation/Leave of Absence.....	9
 <b>ARTICLE III (Meeting of Members)</b> .....	 10
Section 1: General.....	10
Section 2: Rules of Order.....	10
 <b>ARTICLE IV (Jump and Safety Rules)</b> .....	 11
Section 1: General.....	11
Section 2: Club Safety Rules.....	11
Section 3: Club Jump Rates.....	11
 <b>ARTICLE V (Demo Jump Procedures)</b> .....	 12
Section 1: General.....	12
 <b>ARTICLE VI (Monetary Matters)</b> .....	 13
Section 1: Jump Rates.....	14
Section 2: Equipment Rental.....	14
Section 3: Club Expenditures.....	14
Section 4: Member Fees.....	14
 <b>ARTICLE VII (Disciplinary Action)</b> .....	 15
Section 1: Club Members.....	15
Section 2: Officers.....	15
 <b>ARTICLE VIII (Lockers)</b> .....	 16
Section 1: General.....	16
Section 2: Fees .....	16
Section 3: Rental Terms.....	16
Section 4: Waiting List.....	17
 <b>ARTICLE IX (Amendments)</b> .....	 18
Section 1: General.....	18
Section 2: Procedure.....	18
 <b>LETTER OF AGREEMENT (Club Fees and Dues)</b> .....	 20
 <b>LETTER OF AGREEMENT (Jump Rates and Event Dates)</b> .....	 22

# **ALLIANCE SPORT PARACHUTE CLUB CONSTITUTION**

## **General**

1. The name of this organization is the Alliance Sport Parachute Club: Hereinafter referred to as the “club”.
2. The purpose of the club is to:
  - A. Provide an opportunity for interested persons to engage in sport parachuting.
  - B. Promote interest in sport parachuting.
  - C. Further competitive sport relationships between clubs, schools, cities, states and countries.
  - D. Provide an opportunity for parachutists to maintain their proficiency.
3. The club is presently located at:  
The Petersburg Airport  
2 Hofmeister Road  
Petersburg, Ohio 44454  
(330) 426-2565

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## **By Laws**

### ARTICLE I

#### (MEMBERSHIP)

#### **Section 1: General**

Membership in the club is open to all interested persons who are able to adapt to the sport and its inherent rules and regulations. Memberships are never denied on basis of race, creed, color, religion or sex.

#### **Section 2: Type**

- A) Regular – All persons of the age of 18 or over (16 of age with notarized parental consent), must have a minimum of two jumps. People falling into this category are eligible to become voting members.
- B) Social – Persons falling under this category may participate in all social activities of the club: may attend jump activities and jump meets and otherwise serve when requested by officers of the club.
- C) Lifetime – All club members who have remained members for ten (10) consecutive years fall into this category of membership. This type membership implies special rights and privileges. Lifetime members are voting members.

#### **Section 3: Requirements**

- A) Active Participants and all members, regardless of membership type, who actively engage in the sport of skydiving shall have the following requirements:
  - 1. Age
    - a) Minimum of 18 years of age or
    - b) 16 years of age with notarized parental consent
  - 2. Experience
    - a) Minimum of two (2) jumps
  - 3. Affiliation
    - a) Current membership in the United States Parachute Association
- B) Non-participants: All members who do not engage in the sport of skydiving need no special requirements.

## **By Laws**

### **Section 4: Fees and Dues**

- A) Definition of Fees, Dues and Deposits
1. Dues – Dues are charged on a yearly basis and prorated monthly to new members who enter at various times within the year. Dues are refundable in the event a member decides to resign from the club.
  2. If a member wishes a key for the clubhouse door, there will be a \$5.00 deposit of the key and a \$5.00 charge for each replacement key if lost or misplaced. If a member resigns or wishes to return the key for any reason, the \$5.00 deposit will be returned.
  3. Members are eligible to obtain a key at the regular club meeting after induction into the club. The club secretary has the keys to the clubhouse.
- B) Current Rates: Due to their changing nature, rates will be listed in a letter of agreement (see attached) between club members and officers. Prior notice will be given as to any changes in the rates.
- C) Payment Procedures:
1. New members – Before being voted in as a new member of the club, the applicant must pay said fees and dues as described in Section 4, paragraph A of this article. Dues and fees are prorated on a monthly basis.
  2. Renewing members – In January every year, current members will be billed for the entire yearly dues and entertainment fee. The members in question will have a grace period that will extend to the 1<sup>st</sup> of May to pay their fees and dues ( see Fair Weather Clause).

## **By Laws**

D) Delinquent Payment:

1. If a member fails to pay the fees and dues within a grace period specified in this section (paragraph C) the secretary or any official of the club will notify said member by phone or mail of dues and fees owed. If the member in question does not respond within the time before the next scheduled monthly meeting, the club officers will bring up his or her name and members will decide on his/her dismissal.
2. Every effort will be given in extending members the time to pay fees and dues if financial problems ensue.

E) Dues Exempt – The following is a list of members who are considered exempt from paying dues:

1. President, Vice President, Secretary, and Treasurer
2. Full-time College students (this only applies when the student is away and cannot enjoy the privileges of the club.)
3. Active duty armed forces members (this only applies when the active duty armed forces member is away and cannot enjoy the privileges of the club.)
4. Injury (doctors statement and club consideration)
5. Pregnancy (providing condition disallows jumping)

**Section 5: Application**

A) Regular and Social

1. Persons desiring to become a club member must file with the secretary (or any other officer of the club) an application for membership and pay the appropriate fees and dues associated with the type of membership applying for.
2. At the next regularly scheduled club meeting the applicant will be formally introduced to the members of the club. The club members will then vote to accept or reject him/her for the membership.
3. If for some reason the applicant is rejected for membership, all fees and dues will be refunded to him/her.

B) Lifetime members – Become such at the annual club banquet of their 10<sup>th</sup> consecutive year of membership.

1. If a lifetime member wishes to go “inactive”, they will pay regular jump rates to Skydive Rick’s.



**By Laws**

**Section 6: Reinstatement**

- A) Members in good standing who have surrendered their membership and at a later time wish to rejoin must pay a reinstatement fee as specified in a current letter of agreement.
- B) Members who are reinstated lose all seniority rights for lifetime membership and must start from year one.
- C) Prior members who left the club for disciplinary reasons and wish to be reinstated must pay all bills owed to the club.
- D) All prior members who wish to be reinstated must be voted back into the club as outlined in Section 5, paragraph A of this article.

## **By Laws**

### ARTICLE II

#### (OFFICERS)

#### **Section 1: General**

The officers of the club shall consist of a President, Vice-President, Secretary, Treasurer, four Trustees and two club safety officers.

#### **Section 2: Terms**

All officers of the club will hold terms for a period of one year with the exception of the club safety officers, who will hold office for a two-year term. A new club safety officer is elected each year. Terms of the office start on the first day of the New Year and end on the last day of December of that year (or the following year of the club safety officers).

#### **Section 3: Elections**

- A) Every year at the November meeting club members will nominate their fellow members for the various offices in the club. All nominated members will then be placed on the ballot. At the following meeting in December, club members will then decide (by majority vote) who will become the new officers.
- B) Candidates for the position of the club safety officer must first be recommended by the S&TA and meet the requirements set forth by USPA doctrine.
- C) Members, who are not able to attend the December meeting may vote by proxy, provided the proxy is in writing.

#### **Section 4: Duties**

- A) President
  - 1. The President shall preside at all meetings of the club, enforce the bylaws of the constitution and generally perform all duties pertaining to the office of the President required of him/her.
  - 2. The President must affix his/her signature on all checks issued in regards to the club matters.
  - 3. The President is the holder of the manifest and it is his/her responsibility to figure the jump bills a minimum of once a month.

## By Laws

4. The president shall serve as an ex-officioto member on all committees organized by the trustees of officers of the club.
5. In the event the President is incapable or unavailable to perform his/her duties, the Vice-President will take over the responsibility.

### B) Vice President

1. The Vice President shall assist the President in any way he/she can when requested so by the President.
2. The Vice President will have control of all films that belong to the club and any films leaving his/her possession must be signed out.
3. In the absence of the President the Vice-President will assume Presidential responsibilities.
4. In the event the President and Vice President are incapable or unavailable to perform their duties the Secretary or Treasurer will assume the responsibility.
5. The Vice President takes care of all pop and beer money and stock.

### C) Treasurer

1. The Treasurer shall be responsible for the clubs financial account and the recording of all club financial transactions.
2. The Treasurer shall receive all monies payable and deposit it in a bank designated by past practice.
3. The Treasurer along with the President shall sign checks and make payments on behalf of the club.
4. The Treasurer shall have the right to purchase equipment (over \$25.00 must be approved by the membership).
5. The Treasurer will prepare a financial report to be submitted to the membership at every monthly meeting.
6. Upon termination of office all money and records must be turned over to his/her successor.

### D) Secretary

1. The Secretary shall keep the minutes of all meetings.
2. The Secretary is responsible for the reading of the minutes at every scheduled club meeting.
3. The Secretary shall be responsible for the registers of names and addresses of all active club members

## **By Laws**

4. The Secretary shall share the responsibility of accepting new members applications.
5. It is the responsibility of the secretary to make sure the constitution reflects the current amendments made through the year.
6. The secretary will post a list of new club members annually

### **E) Club Safety Officers (CSO)**

1. It will be the responsibility of the CSO to make the decision as to whether or not any exhibition jump or other similar activities be carried out.
2. The S&TA shall be responsible for the debriefing of the student and novice jumpers prior to making training jumps such as night and water jumps.
3. In the event a CSO rules against activity of the basis of safety, his/her word is final. The senior CSO will review any discrepancies. The senior CSO's decision is final.
4. The CSO's will enforce clubhouse rules and oversee general maintenance.

## **Section 5: Trustees**

- A) The Board of Trustees shall consist of four persons to be elected at the December meeting to serve a term of one year.
- B) The Trustees main responsibility is to oversee all activities of the club.
- C) The Trustees will meet as necessary. The President of the club will preside at these meetings.
- D) Due to conflict in duties a trustee cannot concurrently serve or hold the position of President.
- E) Honorary Trustee Emeritus will be chosen by the Club.

## **Section 6: Resignation/Leave of Absence**

Any officer who desires a leave of absence or wishes to resign his/her position in the club need only to express his/her intention to another club officer and be witnessed by at least one club member.

## **By Laws**

### ARTICLE III

#### (MEETING OF MEMBERS)

##### **Section 1: General**

- A) The club membership shall hold a regular meeting on the second Saturday of each month.
- B) Meetings will be held ½ hour after the last load during summer jumping season. The summer jump season will be established annually by club officers and posted in the clubhouse. On non jumpable days (due to weather conditions) and during the winter off-season, meetings will start at 7:00pm.
- C) The President (or officer presiding over the meeting) shall notify the general membership at all regular meetings of the date for the next scheduled meeting as to avoid conflict with holidays that may concur.
- D) A raffle will be held at each monthly meeting for a free jump or passenger ride. This raffle is open to both members and non-members alike.

##### **Section 2: Rules of Order**

- A) Unless otherwise indicated it takes 51% of the members present to approve all club matters.
- B) The President (or presiding officer) shall keep the meeting in order according to the traditions established by the club over the years.

## **By Laws**

### ARTICLE IV

#### (JUMP AND SAFETY RULES)

##### **Section 1: General**

In addition to section 2 and 3 of this article, our club will adhere to USPA safety regulation and any FAA regulation that pertain to skydiving.

##### **Section 2: Club Safety Rules**

- A) The club will not tolerate the use of drugs or alcohol while jumping activities is conducted. The drinking of alcohol will be permitted only after jump activities are concluded for the day.
- B) Club members will be required to sign waivers as required by the drop zone operator at the beginning of each year.
- C) No student may board an aircraft after the sun has descended to the tops of the trees.

##### **Section 3: Club Jumps**

- A) All jumpers must sign the manifest. Jumpers must use his/her proper name or a nickname approved by the President to avoid confusion in billing.
- B) If no altitude is marked on the manifest the jumper will be charged for 12,500 feet AGL to their jump bill.
- C) No drawing pictures or scribbling on the manifest.
- D) Jumpers have the priority over passenger rides for space on the aircraft.

**By Laws**

ARTICLE V

(DEMO JUMP PROCEDUERS)

**Section 1: General**

- A) 25% of the tach time rate will be paid to the club for each demonstration jump made.
- B) Charity jumps will be subject to club approval
- C) Discretion must be used in making offers for demonstration jumps

**By Laws**

ARTICLE VI

(MONETARY MATTERS)

**Section 1: Jump Rates**

- A) Jump rates are established in the letter of agreement between the club and owner/operator of the aircraft/drop zone. These rates are subject to change. Prior notice will be given as to any changes in these rates. (See attached letters of agreement)
- B) Only club members are permitted to charge jumps to their account. Credit limits are established as follows:
  - 1. First year members (\$35.00)
  - 2. All other members (\$50.00)
- C) If a member exceeds the limit established in section 1, paragraph B of this Article, he/she will not be able to manifest until his/her jump bill is paid in full.
- D) Any member who exceeds their limit of credit (\$35.00 for first year members and \$50.00 for all other members) and remains there for more than 30 days will be charged a \$10.00 service charge. Bills are figured at the end of each month. Some billing dates may not be exactly 30 days
- E) Dues and fees may be paid by depositing cash or checks in the strong box supplied by the treasurer
- F) The fee for any member whose check bounces is \$15.00, which will be added to that member's jump bill. The fee for the second bounced check will be \$25.00 and the jumper will be put on a cash only basis for six (6) months. If a third check bounces, the offender will be brought before the club membership for disciplinary action.
- G) FAIR WEATHER CLAUSE - Those members that are in good standing (black) on their jump bill and fall into the RED due to yearly dues, will not be assessed the \$10.00 penalty charge per month until the month of May bills are posted. If a member is in the RED prior to yearly dues being posted on January 1, he/she will continue to be penalized the \$10.00 penalty charge per month until paid in full.

**By Laws**

**Section 2: Equipment Rental**



- A) All club members will be responsible for any damage done to club equipment. Consideration will be given to the age and condition of the equipment at the time of its use.
- B) There will be no rental charge for use of club equipment
- C) A rental and damage fee will be charged to non-members for use of the club films. Films will have a one-week limit and fee will cover one time only.

### **Section 3: Club Expenditures**

- A) Club expenditures at any one club meeting shall be limited to a maximum of \$500.00. Amounts in excess of \$500.00 shall require the approval of the general club membership at the next monthly meeting.
- B) Payments for regular club expenses, such as club house and aircraft rental, are not restricted
- C) The President shall have the budget of \$25.00/month (non-accumulative) for purchases of equipment, maintenance, and other club needs
- D) All checks made out by the club require the signatures of both the President and the Treasurer
- E) The club will pay one-third of the basic charge per month for Rick Kuhns telephone in the trailer for the convenience of having a phone at the club's disposal.
- F) The club is responsible for 85% of the BFI garbage dumpster bill

### **Section 4: Member Fees**

- A) The club shall be responsible only for jump fees of club members

## **By Laws**

### ARTICLE VII

#### (DISCIPLINARY ACTION)

#### **Section 1: Club Members**

- A) In the event that a member of the club conducts himself/herself in a manner that is unsafe or unbecoming to the sport or the club, they will be subject to disciplinary action. This action will be in the form of a verbal reprimand, suspension or expulsion from the club.
- B) Any member of the club may recommend the need for disciplinary action to a club safety officer. The CSO will bring the matter to the attention of the club officers prior to the next regular scheduled club meeting. The club officers and safety officers shall agree upon the type of action needed to make their recommendation known at the monthly meeting.
- C) The member who is up for discipline shall be informed of the action to be taken against him/her and the reason why.
- D) The following monthly meeting of officers will present their case and the member in question will present his/her case. A course of action will be recommended and members will vote on the final outcome.
- E) The member in question will have the right to be present at this meeting and cast a vote on his/her behalf.
- F) The President of the club will cast his/her vote only in the event of a tie.
- G) It takes 51% of the voting members present to make a decision final.

#### **Section 2: Officers**

- A) An officer of the club who fails to perform his/her duties in a satisfactory manner shall be unseated and an election held for his/her replacement.
- B) It will be the club officers and trustees responsibilities to determine if an officer is fulfilling his/her duty and bring the facts of the matter to the club membership for a majority vote of 51% to unseat the officer in question.
- C) Club safety officers may be removed from office for a serious violation of club bylaws by a unanimous vote of club officers and trustees at which time a new CSO shall be elected.

## **By Laws**

### ARTICLE VIII

#### (LOCKERS)

##### **Section 1: General:**

Lockers placed in the clubhouse will be rented to ASPC members on a “per space” basis. The club will provide space to those that wish to store their gear in a single or double locker in the club house.

##### **Section 1: Fees**

- A) Fees for “locker space” will be as follows:
- \$20.00 per year for single locker
  - \$40.00 per year for double locker

##### **Section 2: Rental Terms**

- A) If the renter’s gear is stolen or damaged, the renter agrees that they will not hold the/or any member of the Alliance Sport Parachute Club or Skydive Rick’s responsible for the loss of gear or damage sustained.
- B) The locker space fee will not be prorated. The fee will be firm regardless of when the space is rented within the calendar year.
1. Lockers currently in the clubhouse will be rented to members on a first come first server basis.
  2. If an ASPC member wishes to bring a locker into the club house they may do only so if space is available.
- C) On January 1 of each year, members that are currently renting locker space from the ASPC will be given the choice to renew their locker space.
1. If a member does not wish to renew their locker rental, they must notify the club President by December, 31<sup>st</sup> or the locker fee will be subtracted from their jump bill.
  2. Members not wishing to renew their locker rental and members in the red have until May, 1<sup>st</sup> to remove the contents and/or locker (if not owned by club) from the clubhouse. After this date all material becomes property of the ASPC.
- D) There will be no refund if a member chooses to terminate their locker rental at anytime during the calendar year.
- E) If a member that brings in their own locker has it painted by the club, it becomes property of the ASPC. The club member can not remove the locker from the club house after being painted.

### **By Laws**

1. If a member wishes to take their locker after being painted, they will be invoiced for the full cost of the work done on their locker.
  2. Payment must be made in full before the locker is removed from the clubhouse to the member.
- F) There will be no subletting of lockers.

### **Section 3: Waiting List**

- A) Those members wanting to rent a locker shall notify a club officer and obtain a receipt with the date of request and members phone and/or e-mail address.
- B) When a locker becomes available the next member on the list will be contacted. If said member can not be contacted within a reasonable amount of time, the next member on the list will be contacted.

**By Laws**

ARTICLE IX

(AMENDMENTS)

**Section 1: General**

Amendments to this constitution can be made at a regularly scheduled club meeting.

**Section 2: Procedure**

- A) In order to change or add to this constitution, a proposal must be made and voted on by the membership (See ARTICLE III, Section 2, letter A).
- B) Once the proposal gets a majority vote of the members present the proposal becomes an amendment to be voted on at the next monthly meeting. A majority vote (51%) is needed to pass the amendment, in which case it will go into effect in 60 days. If the amendment is passed by a unanimous vote the amendment goes into effect immediately.
- C) If a proposal is made and the membership wishes to test its effect for a trial period then that proposal will be brought up and voted on in the same way as set forth in paragraphs A and B of this section. After one year from the proposal was made it must be voted on again as set forth in paragraph B of this section, and at that time will be permanent.

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# LETTER OF AGREEMENT

**DATE**

1 January 2006

**SUBJECT**

Club Fees and Dues

**Type**

Reinstatement Fee  
Dues (Regular Member)  
Dues (Lifetime Members)

**Rate**

\$ 10.00  
\$ 75.00/year  
33% of current Regular Member Dues

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# LETTER OF AGREEMENT

**DATE**

April 1, 2006

**SUBJECT**

Jump Rates and Equipment Rental To Club Members

**JUMP RATES**

Altitude (X 100)	Member Rate
0-35	\$10.00
36-55	\$12.00
56-75	\$14.50
76-95	\$16.50
96-105	\$17.50
106-125	\$20.50

**NOTE:** NON-MEMBERS PAY \$1 EXTRA PER JUMP

**EQUIPMENT RENTAL**

The club is not renting equipment at this time.  
All equipment is rented through the drop zone operator.

**A.S.P.C. EVENT DATES:**

1.) ASPC Bar-B-Que will be held on the **third** Saturday of every August.