

## CLASS AGREEMENT

This agreement is made:

Between: 1<sup>st</sup> Drive LLC, ("1<sup>st</sup> Drive")

And: \_\_\_\_\_ ("Client")  
Student's Parent, Legal Guardian, or Participant if over 18

For: \_\_\_\_\_ ("Student")

A. Services. 1<sup>st</sup> Drive will...

- Provide student with 30 hours of classroom instruction – Dates, times and credited hours can be found by going to [1stdrivecolorado.com/class-schedule](http://1stdrivecolorado.com/class-schedule)
- Administer the permit test (students must be 14 years 11 months or older)
- Notify the client of any changes to the course schedule due to weather, emergency or other issue (students might be required to attend the makeup day).
- Email a course completion certificate (for those students that have successfully completed the course).
- Email a permit test completion certificate (for those students that have successfully passed the permit test).

B. Fees. Client agrees to pay **\$150** for the 30 hour course no later than 8:00am on the first day of class or the student will not be allowed to attend.

C. Rules/Requirements. The Rules/Requirements is applicable to the student at all times during class. Client/Student acknowledges that failure to abide by the Rules/Requirements is a violation of this agreement and may result in the dismissal from the class. If dismissed, all classroom fees paid to 1<sup>st</sup> Drive will be non-refundable. (The Rules/Requirements can be found by going to [1stdrivecolorado.com/resources](http://1stdrivecolorado.com/resources)). Initials \_\_\_\_\_

D. Termination/Refunds. Except as stated in Section C, the classroom agreement may be terminated by either party no later than the start of the first day of class. Termination must be submitted in writing (letter, email or fax) and delivered by such means or in person to the other party. In the event of termination, 1<sup>st</sup> Drive will issue a prorated refund (**less a 10% processing fee**). No refunds will be issued after the student starts the first day of class. Initials \_\_\_\_\_

E. Insurance. 1<sup>st</sup> Drive agrees to carry and maintain in effect, at all times throughout the performance of the classroom agreement, general liability insurance coverage.

F. Limitation of Liability. 1<sup>st</sup> Drive shall not be liable for any indirect, incidental, special, punitive or consequential damages for any breach of the classroom agreement. Client's exclusive remedies for any and all claims related to the services provided by 1<sup>st</sup> Drive shall be limited to the total payments made to 1<sup>st</sup> Drive. Initials \_\_\_\_\_

G. Notices. All notices or other communications required or permitted to be given shall be in writing (letter, email or fax) and delivered by such means or in person to the other party.

H. Assignment. The Client shall have no right to assign its respective rights and obligations under the classroom agreement, without prior written consent of 1<sup>st</sup> Drive.

I. Amendments. No change or modification of the classroom agreement shall be valid unless agreed upon by 1<sup>st</sup> Drive and Client, in writing and signed by both parties.

J. Severability. If any section or clause of the classroom agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section or clause shall not affect the remaining provisions of the classroom agreement.

K. Agreement. This agreement constitutes the entire contract between the school and the client, and any verbal assurances or promises not contained herein are not binding on either the school or client. (*1<sup>st</sup> Drive is not an agency of and does not represent the Department of Revenue, Division of Motor Vehicles*). Initials \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1<sup>st</sup> Drive Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_