

DRIVING LESSONS AGREEMENT

This agreement is made:

Between: 1st Drive LLC, ("1st Drive")

And: _____ ("Client")
Parent, Legal Guardian, or Participant if over 18

For: _____ ("Student")

A. Services. 1st Drive will...

- Provide student with driving lessons (*based upon hours purchased*)
- Require driving lessons to be completed within 12 months of the student receiving their permit or (*within 12 months of purchase for those students that already have a permit*)
- Provide a driving completion certificate (*based upon hours completed*)
- Allow parent observation (*Client must notify 1st Drive prior to the lesson*)
- Reschedule any lesson for bad weather, car failures, or other emergencies
- Only have one student in the car at a time *

** Under this agreement, an instructor may not provide behind-the-wheel training to more than two individual students per session; however, it is the policy of 1st Drive that driving instruction is one on one (no other students in the car). If the client requires the student to be paired with another student, both clients must sign a waiver stating that the client is aware that their student will be in a vehicle driven by another student. This waiver can be downloaded and printed from: 1stdrivecolorado.com/resources*

B. Driving Lessons and Fees. Lessons will start from the location approved by the driving instructor. Lessons must be scheduled at least two or more weeks apart. Fees for teens 15 – 17 are **\$60 per hour**. Fees for adults 18 and over are **\$80 per hour**. Fees must be paid in advance. A **2.2% fuel surcharge** will be added to the cost of the lessons. Rescheduling lessons must be made at least 48 hours in advance.

C. Canceled/Missed Driving Appointment Fees. Parents will be charged a **\$50.00 appointment cancellation fee** if the student is more than 15 minutes late; does not show up; arrives without a valid learner's permit, is under the influence of any drugs or alcohol; drowsy; is not dressed appropriately or otherwise not fit to drive legally/safely. After the 3rd missed appointment, the student will be dropped from the program and all payments made to 1st Drive will be forfeited. (Cancellation fees will be paid directly to 1st Drive prior to the next lesson). Initials _____

D. Rules/Requirements. The Rules/Requirements is applicable to the student at all times during driving lessons. Client/Student acknowledges that failure to abide by the Rules/Requirements is a violation of this agreement and may result in the dismissal from driving lessons. If dismissed, all fees paid to 1st Drive will be non-refundable. (The Rules/Requirements can be found by going to 1stdrivecolorado.com/resources). Initials _____

E. Termination/Refunds. Except as stated in Section C, the driving lesson agreement may be terminated by either party no later than 30 days after the student receives their permit or no later than 30 days after purchase (whichever is later). 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, 1st Drive will refund the unused portion of driving lessons **(less a 10% processing fee)**. No refund will be issued after the stated period. Initials _____

F. Insurance. 1st Drive agrees to carry and maintain in effect, at all times throughout the performance of the driving instruction agreement, general liability and business auto insurance coverage.

G. Limitation of Liability. 1st Drive shall not be liable for any injuries the student receives during driving instruction that police have determined to be the student's fault. Participant's exclusive remedies for any and all claims related to the services provided by 1st Drive under the driving instruction agreement shall be limited to the total payments made to 1st Drive.

H. 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.

I. Assignment. The Client shall have no right to assign its respective rights and obligations under this agreement, without prior written consent of 1st Drive.

J. Amendments. No change or modification of the driving agreement shall be valid unless agreed upon by 1st Drive and Client, in writing and signed by both parties.

K. Severability. If any section or clause of the driving 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 driving agreement.

L. 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. *(1st Drive is not an agency of and does not represent the Department of Revenue, Division of Motor Vehicles)*. Initials _____

Parent/Guardian Signature: _____ Date: _____

1st Drive Employee Signature: _____ Date: _____