

AGREEMENT FOR HOME STUDY PROGRAM

This agreement is made:

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

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

For: _____ ("Student")

A. Services: 1st Drive will...

- Provide the student with the 30 Hour Home Study Program
- Provide a user name and password to access all "on-line" materials, videos, and tests within 1 business day (excludes Sundays and holidays)
- Require the student to complete the home study program within 6 months after purchase
- Enter course completion into the DMV's DRIVE system (for those students that have successfully completed the course)
- Administer the free permit test (students must be 14 years 11 months or older)

B. Fees. Client agrees to pay **\$70** for the Printed Home Study Program or **\$50** for the On-line Home Study Program. Home Study payment (and/or postage) must be received prior to mailing the materials or creating the on-line account. **Postage charges will apply for all mailed materials.**

C. Rules/Requirements. The Rules/Requirements is applicable to the student at all times while working on the home study program. Client/Student acknowledges that failure to abide by these is a violation of this agreement and may result in the dismissal from the home study program. If dismissed, all fees paid to 1st Drive will be non-refundable. (The Rules/Requirements can be found by going to <https://www.1stdrivecolorado.com/files/HomeStudyRules.pdf>). Initials _____

D. Termination/Refunds. The home study agreement may be terminated within 5 days of purchase by either party. 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 \$50 (\$40 for the on-line program). There will be no refunds after 5 days. Initials _____

E. Insurance. 1st Drive agrees to carry and maintain in effect, at all times throughout the performance of the home study agreement, general liability insurance coverage.

F. Limitation of Liability. 1st Drive shall not be liable for any indirect, incidental, special, punitive or consequential damages for any breach of the home study agreement. Client's exclusive remedies for any and all claims related to the services provided by 1st Drive under the home study agreement shall be limited to the total payments made to 1st Drive.

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 home study agreement, without prior written consent of 1st Drive.

I. Amendments. No change or modification of the home study agreement shall be valid unless agreed upon by 1st Drive and client, in writing and signed by both parties.

J. Severability. If any section or clause of the home study 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 home study agreement.

K. Technical Support. Technical support is provided Monday through Friday from 8:30am – 4:30pm and on Saturdays from 8:30am – 11:30am. Please contact the office at (719) 570-0700 or by email at 1stdrive@1stdrivecolorado.com

L. Agreement. This agreement constitutes the entire contract between the school and the student, and any verbal assurances or promises not contained herein are not binding on either the school or student. (*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: _____