

INTERNET PROGRAM AGREEMENT

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 access to the internet program
- Require the student to complete the internet program within 90 days from when they began it or pay an extension fee of \$30
- Provide a course completion certificate when successfully completed
- Administer up to two free permit tests
- Provide a permit test completion certificate when successfully passed

B. Fees. Client agrees to pay a sum not to exceed **\$60** for the Internet Program.

C. Rules. The Rules are applicable to the student at all times while working on the internet program. Client/Student acknowledges that failure to abide by the rules is a violation of this agreement and may result in the dismissal from the internet program. If dismissed, all fees paid to 1st Drive will be non-refundable. (The Rules can be found by going to: 1stdrivecolorado.com/resources).

D. Termination/Refunds. Except as stated in Section C, the internet program agreement may be terminated within 2 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 no more than \$30. There will be no refunds after 2 days.

E. Insurance. 1st Drive agrees to carry and maintain in effect, at all times throughout the performance of the internet program, 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 internet program agreement. Client's exclusive remedies for any and all claims related to the services provided by 1st Drive under the internet program agreement shall be limited to the total internet program 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 internet program agreement, without prior written consent of 1st Drive.

I. Amendments. No change or modification of the internet program 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 internet program 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 internet program 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 1stdriveinfo@1stdrivecolorado.com

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*).

Parent/Guardian Signature: _____ Date: _____

1st Drive Employee Signature: _____ Date: _____