



THIS AGREEMENT FOR DRIVER’S EDUCATION PROGRAM (this “Agreement”) is between the parties listed below (Participant) and 1<sup>st</sup> Choice Driving Academy (“School/Instructor”), a Colorado limited liability company, found at 220 Pavilions PI Unit E Brighton, CO 80601. In consideration of the mutual promises and

agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

STUDENT LEGAL NAME

\_\_\_\_\_

STUDENT DATE OF BIRTH

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY

ZIP

\_\_\_\_\_

PARENT’S NAME/S

\_\_\_\_\_

DRIVE SCOUT USERNAME

\_\_\_\_\_

PARENT PHONE NUMBER:

\_\_\_\_\_

STUDENT’S PHONE NUMBER

\_\_\_\_\_

EMAIL:

\_\_\_\_\_

EMERGENCY NUMBER:

\_\_\_\_\_

STUDENTS SCHOOL

\_\_\_\_\_

DATE SIGNED

\_\_\_\_\_

1. Scope of Services. Instructor hereby agrees to provide Participant with **30 hours of classroom or Internet instruction, Permit Test, and 6 hours of behind-the-wheel instruction (BTW)**. (Driver’s Education Program designed to meet the requirements of the State of Colorado for a student to be issued a license before 16 years and 6 months. The student agrees to pay **\$475** for the Driver Education Program, due before the start of Instruction. Unless a payment schedule is arranged with the School. It is expected, though not guaranteed, that the Driver’s Education class shall be completed within 60 days. ***Behind the Wheel Training should be completed within 12 months from a student’s permit date of issue. Under this agreement, an instructor may not provide behind-the-wheel training to more than two individual students per session.*** If BTW is not completed within the 12 months as stipulated an added fee of \$50 per drive will be enforced. **If any classes are missed, they can only be made up the next time the Session is offered, all makeup sessions must have a minimum of 5 Students.** Absence from a class will result in a student having to complete the class during the next available session.

Initials

(parents)

2. Code of Conduct The Code of Conduct which can be found at 1stcda.com and incorporated here by reference is always applicable to the Participant during classroom and behind-the-wheel instruction. . The student expressly acknowledges that the failure of the Participant to abide by the Code of Conduct may result in termination of this Agreement and immediate dismissal from the Driver’s Education Program. In case of such a dismissal, all fees paid to Instructor shall be non-refundable.

3. 30-hour Live Course schedule is available at 1stcda.com. The class will consist of 30 hours of instruction time. Lunch hour and any breaks will not be included in instruction time. Absence from a class will result in a student having to complete the class during the next available session. Failing to complete the class will not result in a refund. State standards mandate an 80% on all work to complete the course. The School requests that any need for academic assistance be disclosed by the first day of class to the classroom instructor.

4. Behind-the-Wheel Training – Behind-the-wheel lessons will be scheduled in 2-hour increments. The fee for this package includes 6 hours of behind-the-wheel training. Changes to instruction length can be made at the instructor's discretion. Drives will occur Monday – Friday unless an instructor becomes available for weekend lessons. The school reserves the right to implement a vehicle fee of \$10 per drive if gas prices rise over \$5.50 a gallon. Additional lessons of 2 hours can be added for a fee of \$130.

5. Cancellation Fees. A cancellation fee of **\$50** will be charged for any Behind the Wheel lessons with less than 24 hours notice. This fee will be collected before the next lesson is scheduled. We will charge the fee for the following reasons:

- i. If you do not show your scheduled lesson or class without calling to cancel at least 24 hours in advance.
- ii. Forget to bring your permit or your license to your driving lesson. Permits must be available with the physical copy or on the MyColorado app. Photos of the permit will not be accepted.

**Initials** \_\_\_\_\_

#### 6. Refund Policy

- All programs are non-transferable.
- A \$50 administrative refund fee will be charged on all enrollment refund requests. No refund will be given on any program already started by a student. No refunds will be given on any program one year after enrollment. No refund will be issued if students fail to turn in certificates to the state before their expiration.

7. Students will activate a profile on the scheduling system Drive Scout.

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 the student.

Parent Signature

Student Signature