

1ST CHOICE DRIVING ACADEMY
29 NORTH MAIN STREET
BRIGHTON, COLORADO 80601
303-654-8277 www.1stCDA.com

STUDENTS LEGAL NAME _____

STUDENTS DATE OF BIRTH _____ MONTH OF CLASSROOM INSTRUCTION _____

PARENTS NAME/S: _____

ADDRESS: _____ CITY _____ ZIP _____

PHONE NUMBER: _____ EMERGENCY NUMBER: _____

EMAIL: _____ SCHOOL _____

AGREEMENT FOR DRIVER'S EDUCATION PROGRAM

THIS AGREEMENT FOR DRIVER'S EDUCATION PROGRAM (this "Agreement") is made as of _____ day of _____, 20____, by and between _____ (Participant or Participant's Parent or Legal Guardian), whose address is _____ for _____ ("Student") and 1st Choice Driving Academy, a Colorado limited liability company, whose address is 29 Main St. Brighton, CO 80601 ("Instructor"). 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:

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) and the Drive Test** (Driver's Education Program) designed to meet the requirements of the State of Colorado ("Driver's Education Program"). Student agrees to pay **\$395** for the Driver's Education Program, due prior to the start of Instruction. Unless a payment scheduled is arranged with the Instructor. It is anticipated, though not guaranteed, that the Driver's Education class shall be completed within 60 days. **Behind the Training should be completed within 12 months from a student's permit date of issue.** If BTW is not completed within the 12 months as stipulated an additional fee of \$45 dollars per will 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.** Private Sessions for makeup will have a **\$50 charge per session.** Initials _____ (parents)

2. Individual Pricing: •30-hour class w/ the written test \$125 • 6 hours of BTW \$270 • Drive Test \$40

3. Code of Conduct. The Code of Conduct attached hereto as Addendum I and incorporated herein by reference is applicable to the Participant at all times during classroom and behind-the-wheel instruction. **Under this agreement an instructor may not provide behind-the-wheel training to more than two individual students per session.** Student expressly acknowledges that 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 the event of such dismissal, all fees paid to Instructor shall be non-refundable.

4. Termination. Except as set forth in Section 3 above, this Agreement may be terminated at any time by mutual consent of both parties, or by both party upon seven (7) days' notice in writing and delivered by certified mail or in person to the other party. In the event of termination, all fees paid to Driver Ed School will be subject to a prorated refund, only if we are found at fault for not providing service as described in Section 1 above.

5. Insurance. Instructor agrees to carry and maintain in effect, at all times throughout the performance of this Agreement, insurance coverage, including contractual liability for bodily injury, death and property damages. Such insurance coverage shall provide a single occurrence limit of not less than \$50,000.

6. Limitation of Liability. Instructor shall not be liable for any indirect, incidental, special, punitive or consequential damages for any breach of this Agreement. Student's exclusive remedies for any and all claims related to the services provided by Instructor under this Agreement shall be limited to the total payments made for the Driver's Education Program.

7. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and any and all such items shall be deemed to have been duly delivered upon actual deposit in the United States Mail, postage prepaid, and addressed to the parties at their respective addresses set forth above.

8. Assignment. The Student shall have no right to assign its respective rights and obligations under this Agreement, without prior written consent of the Instructor.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

10. Amendments. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. **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.**

11. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement, the intent being that the same are severable.

12. Cancellation Fees. A cancellation fee of **\$50** will be charged for any cancellation of classes or Behind the Wheel lessons with less than 24 hours' notice. This fee will be collected prior to the next lesson being scheduled. We will charge the fee for the following reasons:

- Initials** _____
- i. If you fail to show for 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 drive lesson.

13. Students will be required to complete and turn in all: homework, quizzes and books in class eight.

14. A **\$50.00** deposit is required to confirm this class. I understand that there will be a **\$30.00** charge assessed for any checks returned by any financial institution.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth above.

PARENT SIGNATURE: _____

STUDENT SIGNATURE _____

INSTRUCTOR Signature: _____

on behalf of 1st Choice Driving Academy a Colorado limited liability company

OFFICE USE ONLY

PAYMENT RECEIVED \$ _____
CASH _____ CHECK# _____ Debit/Credit Card _____
BALANCE DUE _____

Regulated by the Colorado Department of Revenue