

STUDENT DRIVER EDUCATION ENROLLMENT CONTRACT, part II

the **DRIVETRAINERS** campus, INC #C-2318 at 5135 69th St, suite A, Lubbock, TX 79424-1643 806-794-5397

This STUDENT DRIVER EDUCATION ENROLLMENT CONTRACT made and entered on this _____ day of _____ 20____ between **DRIVETRAINERS**, hereafter referred to as the "**School**", and _____ (Parent, Guardian of) _____ (Minor) hereafter referred to as "**Student**", for and in consideration of the sum described below agrees to give the student instructions in an approved Texas Drivers Education Curriculum (either classroom and/or actual driving instructions) according to the following fee schedules and stated conditions:

Classroom Instruction • Phase I <i>32 hours classroom theory instruction</i>	Driving Instruction • Phase II <i>7 hours behind the wheel and 7 hours observation</i>
\$ 330.00 @ \$ 10.31 per hour	\$ NO additional fee @ \$ Included in Contract per hour

1. The above sum of \$**330.00** (\$50 administrative deposit included) is agreed to be paid in a minimum registration deposit of **\$75.00** and the **entire balance on or before the FIRST CLASSROOM DAY**. Refund and Cancellation policies, located on the back of this contract, are understood and agreed portions of this contract. Payment plans are outlined in a contract addendum and remain an understood and agreed portion of this contract as well. **Insufficient Check fee: \$35.00 per return.**
2. Instruction will begin on _____, 20____ at _____^{am}/_{pm} and the Classroom theory Instruction will end on or about (depending upon absences) _____, 20____. All Instruction in this program is subject to School and TEA Driver Training Division attendance policies. Each lesson is one clock hour in length. The 32 classroom lessons are normally given two lessons per session and all instruction will be given in groups. The School reserves the right to expel a student who fails to follow all rules of operation and conduct as outlined in the School policy and procedure handbook. If expulsion should occur, the TEA rules for refund shall be adhered to by School and Student. Any Student may request a certificate for the Drug and Alcohol Driving Awareness Program course completion as presented during classroom instruction (worth 5% off insurance at most major insurance agencies for 3 years) by paying an **additional certificate cost of \$25.00**. **Select Option chosen: Yes No**
3. The Student AND Parent agree to a **mandatory completion date of all Phase I and Phase II instruction by** _____, 20____ or this contract is void and the student will be required to re-enroll and retake instructional phase(s) not completed and repay the course tuition at the then current tuition rate. Any unused tuition will be refunded or applied to a new contract and/or tuition fees. Variances to the timelines for completion of instruction may be made at the discretion of the school owner and must be requested and agreed to in writing by both parties prior to the original course completion deadline. An administrative fee of \$ 75.00 for a Contract Variance request will apply. **Contract Variances will only be granted only ONCE.**
4. The Student may complete classroom make-up assignments during regularly scheduled classroom hours at no additional charge; however, attendance in make-up classroom sessions scheduled outside of regularly scheduled classroom instruction times will be charged at \$ 5.00 per 2-hour classroom missed session and must be scheduled by appointment in the office.
5. The Driving Instruction, Phase II, of Driver Education will begin only after all contract enrollment fees have been paid in full, and a Texas Driver's Instruction Permit has been issued to the Student. This permit application fee of \$ 15.00 is payable to the Texas DPS. This fee is not included in the School's contract enrollment fee. The School may provide one-on-one behind-the-wheel instruction if no other student is present in the vehicle in any portion of Phase II Instruction. The School reserves the right to either reschedule a drive appointment or make available to the Student an alternative instructor or automobile in the event of inclement weather, mechanical breakdown of automobile, illness, or termination of instructor, or any other factor beyond its control.
6. The Student agrees to register for driving appointments through our online drive appointment scheduling program: www.schedule2drive.com. The Student agrees to pay the current server fee of \$ 10.00 in the event of their registration on S2D.com. The Student agrees to pay the School the full amount of \$ 30.00 in the event of a Non-Show or Cancellation of each missed driving appointment, unless the School is notified at least 24 hours in advance of the scheduled drive appointment. Non-Show for a drive appointment can indicate, but is not limited to, the student not having their required license, eye or foot gear, or simply not being present during the entire appointment time. Drive Appointment Cancellations must be made during regular office hours Monday thru Saturday or online at www.schedule2drive.com. The School understands that unforeseen Student illness may occur, but may incur a Non-Show fee if it is not presented the required Medical documentation. All Non-Show Drive fees are **due within 5 days of the missed Drive Appointment, and prior to continuing all further Drive Appointments**. Without current payment, subsequent drives will be canceled. Any drives required beyond the contracted 7 sessions will incur an additional fee of **\$35.00/hour**.
7. As part of this tuition agreement, the student agrees to an automatic fuel surcharge should the cost of gasoline (lowest local cost available) during the period while drive times are occurring, rise above **\$3.00/gallon**. This surcharge shall be an additional **\$15.00**. **SHOULD THIS OCCUR, THE CHARGE MUST BE PAID PRIOR TO ANY COMPLETION CERTIFICATES BEING ISSUED.**
8. The School maintains commercial vehicle insurance as required by the Transportation Code, Chapter 601, and underinsured/uninsured motorist coverage. The maximum medical insurance coverage maintained in the School's vehicle insurance for students while in the Behind-the-Wheel car training is \$2,500.
9. The Student and Parental unit agree to adhere to the Texas Education Agency and Texas Department of Public Safety requirements placed in law Sept. 1, 2009, of completion and documentation of 20 hours of outside of course Behind the Wheel practice by a licensed motor vehicle operator at least 21 years of age without 6+ safety responsibility points on their license. As part of this TX state regulation, at least 10 of these documented hours be after dark driving. The required document, Home Driving Practice Log, must be submitted to the School prior to any Driver Education course completion certificate presentation to the Student.
10. The School is prohibited from issuing certificates of completion if the student has not met all the requirements for course completion, and the student shall not accept certificates under such circumstances. **Requested replacement certificates shall incur a \$ 25.00 fee.**
11. This agreement constitutes the entire contract between the School and Student and no verbal assurances or promises not contained herein shall bind the School or the Student, other than the Addendum agreement on the back of this contract.

CONTRACTUAL PAYMENT OPTION ADDENDUM

At time of registration, a Payment Option may be selected by the Student in order to extend the full tuition cost due beyond the first day of classroom instruction. If a Payment Option is to be honored by the School, it must be selected at the time of registration by the Student.

Any changes to this Payment Option Agreement must be requested in writing and submitted to the School Director for approval prior to the final day of the Phase I Classroom portion of Driver's Ed. **Any honored changes to this Payment Option will incur a \$35 extension fee per request, payable at the time of the written request.**

initials **Payment Option 1:** All remaining Tuition Balance (beyond the amount paid at registration), as listed on the front page of this contract, are due on the **1st day** of the classroom Phase I of Driver Education. This due date is _____, 20____.

initials **Payment Option 2:** All remaining Tuition Balance (beyond the amount paid at registration), as listed on the front page of this contract, are due to be split into **2 payments** of \$ _____ and are due to the School on or before the **1st day** & the **7th day** of the classroom Phase I of Driver Education. These due dates are _____ and _____, 20____.

initials **Payment Option 3:** All remaining Tuition Balance (beyond the amount paid at registration) as listed on the front page of this contract are due to be split into **3 payments** of \$ _____ and are due to the School on or before the **1st, 7th, & 14th day** of the classroom Phase I of Driver Ed. These due dates are _____, _____, & _____, 20____.

initials ****All checks returned insufficient funds to the school shall incur a \$35.00 fee each time they are returned. AND, All incomplete payment plans by final date of class shall incur a \$35.00 fee for plan extension past contract.**

STUDENT and PARENT/GUARDIAN ACKNOWLEDGEMENT		
<i>I have been furnished a copy of the School tuition schedule; cancellation and refund policy; and School regulations pertaining to the absence, grading policy, progress, rules of operation and conduct, and conditions for dismissal and reentry. I further realize that any grievances not resolved by the school may be forwarded to the Texas Education Agency, Driver Training Division, 1701 North Congress Avenue, Austin, Texas 78701, (512) 936-6777.</i>		
Signature of Student's Parent/Guardian	AND	Signature of Minor ~ Student
Signature of School Director	AND	Administrative Staff Member/Contract Facilitator
<small>January 2010</small>		

Course Rate	\$ 330.00
PIF Fam CG Buddy Ad discount	\$ _____
DADAP certificate requested	\$ _____
Total of Contract	\$ _____
Amount Paid Down	\$ _____
Payment Option Chosen: 1 2 3	
<small>Initialed in Payment Addendum Agreement</small>	
REMAINING BALANCE	\$ _____

CANCELLATION POLICY

A full refund will be made to any Student who cancels the enrollment contract before midnight of the third day, excluding Saturdays, Sundays, and legal holidays, after the enrollment contract is signed by the prospective Student, unless the Student has completed the course and accepted a certificate(s) of completion during that period.

In the event of cancellation of this contract, whether by the Student or by the School, a termination of the Student's Driver Education course enrollment shall include the School's cancellation of the Texas Driver's Instruction Permit through the Texas Department of Public Safety, Driver Improvement and Control Division, PO Box 4087, Austin, TX 78773-0001.

REFUND POLICY

1. A tuition refund may be due for a return to the Student in each of the following cases:
 - (a) when an enrollee is not accepted by the school;
 - (b) if the course of instruction is discontinued by the school at this location;
 - (c) if the course of instruction is terminated by the Student in writing to the School;
 - (d) if the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials, of the school; or misrepresentation by the owner or representation of the school.
2. If tuition is collected in advance of entrance and if after the expiration of the 72 hour cancellation privilege, the student does not enter school, terminates enrollment, or withdraws, the school shall retain \$50 as administration expenses, and from the remainder shall refund that portion of the classroom tuition and fees and behind-the-wheel tuition and fees for services not previously received by the student. The \$50 administrative expense automatically applies if the student attends any portion of the course.
3. Enrollees (known as Student for contractual purposes) requesting refunds must file a written notice with the School and provide the original copies of the registration contracts(s) and receipts(s) for monies paid upon request by school officials. Failure to provide these documents will result in an automatic \$50 administrative expense charge, and will result in holding up the refund proceedings to the Student.
4. Refund computations will be based on actual instruction received through the last date of attendance using the TEA Refund computation form.
5. The effective date of the termination for refund purposes will be the earliest of the following:
 - (a) the last day of attendance, if the Student is terminated by the school;
 - (b) the date of receipt of written notice from the Student, or
 - (c) the 10th school day following the last day of attendance.
6. Refunds for items of extra expense to the student, including instructional supplies, books, laboratory fees, service charges, rentals, deposits, and all other such ancillary miscellaneous charges, will be made within 30 days after the effective date of enrollment termination if these items are stated separately and shown as part of the data furnished the student before enrollment.
7. Refunds will be totally consummated within 30 days after the effective date of enrollment termination.

DISCLAIMER NOTICE

The information and recommendations presented by school instructors or staff have been compiled from sources believed to be reliable and to represent the best current opinion of driver education subjects. No warranty, guarantee, or representation is made by the school as to the absolute correctness or sufficiency of any representation presented and the school assumes that all acceptable safety measures can be presented, or that other or additional measures may not be required under particular or exceptional circumstances.

Remember, under Texas law the parent/guardian is responsible and must accept liability for the minor while the minor drives on Texas streets and highways. Successful completion of a state-approved driver education course does not imply that the student is an accomplished driver. Approval of licensing is granted by the parent or guardian. The parent or guardian has final authority to determine if the student is capable of handling the responsibility of operating a motor vehicle without adult supervision. Therefore, upon completion of the course, under Texas State Law, the student must complete the Texas Department of Public Safety driving test before a Phase II Teen Provisional driver's license shall be issued to the Teen Driver to be held for an additional year. DRIVETRAINERS strongly recommends the regulations that accompany this Provisional Driver's License be studied and understood by the family and teen involved.