

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 **Start Smart Driving Academy LLC**, a Colorado limited liability company, whose address is 3355 S. Wadsworth Blvd. #F108, Lakewood, CO, USA, 80227 ("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 and 6 hours of behind-the-wheel instruction** designed to meet the requirements of the State of Colorado ("Driver's Education Program"). It is anticipated, though not guaranteed, that the Driver's Education Program shall be completed within 60 Days. **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 3 Students. Private Sessions for makeup will have a \$75 charge per session. Behind the Wheel instruction must be completed within 12 months of the Permit issue date.** Initials _____ (parent's initials)

"Under this agreement an instructor may not provide Behind the Wheel Training to more than two individual students per session."

2. Payment. Student agrees to pay agreed upon rate to Colorado Academy for the Driver's Education Program, payment in full due prior to the start of Instruction.
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. 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 either 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 Start Smart Driving Academy LLC 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.
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. Audio/Video Recording. All classroom sessions and behind the wheel sessions are subject to audio and/or video recording for educational and safety reasons for students and instructors.
13. Refund Policy. We do not offer refunds of any kind. We will reschedule Behind the Wheel sessions with at least a 48 hour notice for no fee.
14. Cancellation Fees. A late cancellation fee/no-show fee of \$75 will be charged for any cancellation of Behind the Wheel lessons with less than a 48 hour notice. This fee will be collected prior to the next lesson being scheduled. We will charge the \$75 fee for the following reasons:
 - i. If you fail to show for your scheduled BTW lesson without calling to cancel at least 48 hours in advance
 - ii. Failure to bring your permit or your license to your behind the wheel lesson
 - iii. Appear to be impaired for any reason (lack of sleep, intoxication, medication, etc.)
 - iv. Wearing footwear which may impair the ability to safely operate the vehicle
 - v. Show up more than 15 minutes late for your Behind the Wheel lesson

Student Initials _____ **Parent Initials** _____

“This agreement constitutes the entire contract between the school and student, and any verbal assurances or promises not contained herein are not binding on the school or the student.”

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

STUDENT:

Participant or Participant’s Legal Guardian

For _____

(Name of Participant if under the age of 18)

INSTRUCTOR:

Start Smart Driving Academy LLC, a Colorado limited liability company

By: _____

Name: Vachelle Voss or Gary Voss

Title: President/Vice President

ADDENDUM I

CODE OF CONDUCT

1. Proper attire must be worn at all times, including shoes that will not impair the ability to safely operate a vehicle.
2. Tuition does not cover lost or damaged books. Any lost or damaged textbooks will be the responsibility of the student. Replacement cost of textbooks will incur a charge of \$55. Certification will be withheld pending payment of \$55 replacement cost.
3. Improper language will not be tolerated in the classroom.
4. No food in the classroom, soft drinks or water is allowed only if the container has a lid.
5. Cell phones, CD players or IPod’s must be turned off and placed within the cellphone holder in the classroom. **NO EXCEPTIONS!** Electronic devices will be returned to students at the end of the class or for a lunch break. If a student is found to have a similar electronic device while in class, they will be asked to leave the class, and the student will need to reschedule that session.
6. Conversations in the classroom must be limited to answering questions by the instructor, unless we are working on a group project.
7. No smoking in the facility or within 50’ of the facility.
8. Provide 48 hours notice if you need to cancel or reschedule your BTW lesson. Late BTW cancellations will result in a rescheduling fee of \$75.