

Right Way Drivers Education Academy
561 Russell St. Craig Co. 81625
970.824.7669

AGREEMENT FOR Right Way Driver's Education Academy

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 **Right Way Driver's Education Academy**, a Colorado limited liability company, whose address is 561 Russell St. Craig Co. 81625, ("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 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 30 Hr. Class shall be completed in the next scheduled date. **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. 6 hr. Behind the Wheel instruction will start after the permit has been held for 6 months. The 6 hrs. of instructional driving will be divided in to three 2 hr. sessions over the second 6 months of having the permit and must be completed within 12 months of the Permit issue date.** Initials _____ (parent's sign)

"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 **\$180** for the Driver's Education Program, 30 hrs. of class room. **\$345** for the 6 hrs. of instructional driving. **(Due at the time or registration.)** Initials _____
3. Code of Conduct. The Code of Conduct attached hereto as Addendum I and incorporated herein by reference is always applicable to the Participant 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. Initials _____
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 **Right Way Driver's Education Academy** will be subject to a prorated refund, only if we are found at fault for not providing service as described in Section 1 above. Initials _____
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. **(Parent or legal guardian must provide a copy of their auto insurance for physical damage)** Such insurance coverage shall provide a single occurrence limit of not less than \$50,000. Initials _____
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. Initials _____
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. Initials _____

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. **Initials**_____
9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. **Initials**_____
10. Amendments. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. **Initials**_____
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. **Initials**_____
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:
- 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.
 - iii. Show up more than 15 minutes late for your Behind the Wheel lesson. **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:

Right Way Driver's Education Academy, LLC, a Colorado limited liability company

By: _____
Name: Kelly Hatten _____
Title: _ Owner _____

ADDENDUM I

CODE OF CONDUCT

1. Proper attire must be worn at all times.
2. Any damage to text books will be the responsibility of the student. Replacement cost of textbooks will incur a charge of \$25.
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 left at the front desk.
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.

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8. Provide 24 hours notice if you need to cancel or reschedule your lesson. Late cancellations will result in a rescheduling fee.