

All Around Driving School - Driver Education Contract

This contract is made and entered into by and between All Around Driving School, Inc., hereinafter called the School and _____ hereinafter called the Student, for a course in driver education. The School agrees to provide the following:

_____ Hours of Class and _____ Hours of Behind the Wheel Instruction

The fee payable for the course is \$_____, which the sum of \$_____ is payable in advance, with a balance due of \$_____ (full payment) before student is scheduled to drive.

The School and the Student/Parent/Guardian agree to the following terms and conditions:

- 1 All fees for behind the wheel instruction are payable in advance.
- 2 Behind the wheel instruction is conducted by appointment only and the Student will be charged a rate of thirty (\$30.00) dollars service charge for any appointment he/she does not meet, unless the school is given at least twenty-four (24) hours notice.
- 3 There will be a thirty five (\$35.00) dollar service charge on all returned checks.
- 4 **There is a fifty (\$50.00) dollar administrative fee** for all approved refunds.
- 5 All books and educational supplies are the property of the school and must be returned, in good condition, at the completion of the course when appropriate.
- 6 No Certificate for Completion will be issued until all fees have been **PAID IN FULL**.
- 7 The School will complete the course in a reasonable length of time. However it cannot be held responsible for delays caused by mechanical failure, unsafe driving conditions due to bad weather, or any other reason over which it has no control. The School will give the Student as much notice as possible if any delay becomes necessary (or foreseen).
- 8 The Student understands that certain hazards and risks are inherent in the operation of motor vehicles. The Student does hereby specifically assume all risks as may be incurred in the normal operation of a motor vehicle during the course instruction. All vehicles are fully covered with Liability insurance. The student hereby FULLY and COMPLETELY releases the School, its agents and employees, from any liability whatsoever, and from ANY and ALL claims or causes of action resulting or arising from any damage or injuries suffered by the Student during this course or any extension thereof, to the extent that such claims shall not be covered by the School's insurance coverage. The Student hereby further agrees to indemnify and hold the School harmless from any claim made against it for any damage or injury suffered by any person, company, corporation or other entity, growing out of the Student's operation of a School vehicle, or as a result of the Student's course of instruction, to the extent that such a claim isn't covered by the School's insurance coverage.
- 9 The fees set out herein are guaranteed for ninety (90) days from the date of this contract.
- 10 **The School cannot and does not guarantee that the Student will successfully pass the examination given by the Division of Motor Vehicles upon the completion of the course.** The School does agree to exert its best efforts in teaching the Student to meet the requirements of the examinations.
- 11 If **ADDITIONAL** instruction or service is provided **AFTER** the conclusion of the course described herein is completed, the fees will be:
 - a. Additional classroom instruction: \$_____ per lesson.
 - b. Additional behind the wheel instruction: \$_____ per lesson.
 - c. Use of School vehicle for State DMV road test: \$_____
- 12 This contract constitutes the entire agreement between the School and the Student and no verbal, assurances or promises not contained herein shall bind the School nor the Student.
- 13 The School will not refund any tuition monies or any part thereof when actual services have been rendered.
- 14 Under this Agreement an Instructor may not provide Behind the Wheel training to more than 3 individual students.
- 15 This School is licensed by the State of North Carolina, Department of Motor Vehicles.

Student Signature _____

Parent/Guardian _____

Beginning Date: ____/____/____ By _____ Date: ____/____/____