

ADULTS 18-24

Driver Education [6 clsrn] COURSE CONTRACT

CONTRACTUAL CONDITIONS

DATE: _____



This STUDENT DRIVER EDUCATION ENROLLMENT CONTRACT is a legal and binding agreement. The contract is made and entered into on this day of registration between **DRIVETRAINERS, INC. (#C2318)** hereafter referred to as the "School" and the enrolled: _____ hereafter referred to as "Student". In accordance with the FERPA laws, only the enrolled student listed herein may be in contact with the school regarding the enrollment and contract of this student, his/her progress, and course success. Each party MUST disclose their valid Identification documents at time of contract. Only the parties fully disclosed at registration, for safety purposes, shall be considered, from this point forward, and referred to as "Student" for contract purposes.

The school agrees to provide to the student, for and in consideration of the sum described as TUITION, instruction in an approved Texas Drivers Education Curriculum course of **6 hours of classroom theory**, by a certified TDLR instructor.

1. TUITION: The total sum of **\$ 75.00** shall include a non-refundable **\$50 administrative deposit** in the total for course tuition. The student agrees to **pay all tuition in cash to fulfill the registration process**. The 6 hours of classroom theory shall be presented for the student at a cost of **\$12.50 / instruction hour**. All outlined fees, discounts, and signatures located at the end of this contract are understood and agreed portions of this contract.

CONDITIONS OF TUITION AND FEES PAYMENTS

- All Tuition and Fee payments may be made online through the Student Portal on the Drive Trainers School Management Software or In Person in the business office during regular hours of operation.
- All Tuition payments must be paid on or before the first day of class.
- All Tuition or Fees must be paid prior to Student receipt of any licensing documents.

REFUND OF TUITION, TRANSFER OF CLASSES, OR CANCELLATION OF COURSE:

A Student Enrollee may TRANSFER to a different class within the same course using all applicable fees collected, by contacting the School any day prior to the start day of the class, with no additional charges. If the Student fails to contact the school prior to the scheduled day of class, the student may be allowed, by director discretion, a transfer to the next convenient class for an added fee of **transfer in the amount of \$25.00**.

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.

1. 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 course 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.

2. Enrollee Students 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 refund request made to school officials. Failure to provide these documents will result in an additional automatic \$50 administrative expense charge, and will result in holding up the refund proceedings to the Student.

3. Refund computations will be based on actual instruction received through the last date and hour of attendance using the state refund computation form.

4. 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.

5. 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.

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6. Refunds will be totally consummated within 30 days after the effective date of enrollment termination, or shall incur the state assessed penalty for additional time for return.

A full refund due for **CANCELLATION** of the enrollment contract shall be made before midnight of the third day following a Student signed enrollment registration, excluding Sundays and legal holidays, unless the Student has completed the course and accepted a certificate(s) of completion during that period.

1. In the event of acceptance of state controlled certificate, a **termination of the state certificate and a partial refund** shall be processed upon any **CANCELLATION** of course enrollment.

2. 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 ENFORCEMENT & COMPLIANCE SERVICE, TEXAS DEPARTMENT OF PUBLIC SAFETY, PO BOX 4087, AUSTIN, TX 78773-0320.

2. TERM OF CONTRACT: The Student agrees to a mandatory completion date of all Classroom Instruction and Examination within **5 days** from first classroom date of the selected class or all its agreements of service are void. If the contract is voided, the Student will be required to re-enroll and retake all instructional phase(s) not completed and repay the course tuition at the then current tuition rate. Any unused tuition may be refunded or applied to a new contract and/or tuition fees.

- Variance requests to the instruction and testing completion timeline must be made by the Student Enrollee to the School **in writing** and shall be granted at the discretion of the school owner for a **period of up to 3 months**.
- All Variance requests and agreements must be agreed to in writing by both **parties prior to the original enrollment course completion deadline**.
- An administrative fee of **\$ 25.00** to vary the original contract end date will apply. Contract Variances to course contractual deadlines will only be **granted ONCE**.
- No variance timeline may extend the contract past **4 months**.
- Any course completion certificate showing written Driver Licensing test score shall be valid for 2 years to the TX Dept. of Public Safety from the date of testing.
- **Any alterations to the class instruction** requested by the Student, such as time frame or examination scores required, **shall not be granted by the Director under any circumstances**.
- All **transfer requests** to any other class scheduled and registered at this School, must be **made in writing to the School prior to the original class start date**. If not made as prescribed, no transfer requests shall be granted by the School.
- All **transfer fees will be paid in advance prior to the day before the scheduled class day**.

3. CLASSROOM INSTRUCTION- PHASE I: The student agrees to complete all 6 hours of classroom curriculum beginning on the class selected date and time. All instruction will be given in groups. Each hour of classroom instruction shall be **at least 55 minutes**, and will be given in two hour blocks. Absences will be counted by the hour, and only after **5 minutes past the class start time** in adherence of TDLR rule. Students will be required to take notes during class.

- **Comprehensive Examinations or Tests** will be a required part of the course curriculum. Electronic presentation of coursework may be included, in order to supplement the knowledge retention of the Student. Zeros will be given for any missing work. Any completion score of any test, exam, or written work will not be considered passing if it scores **lower than 70%**.
- All course completion certificates may be issued after a passing score is recorded for the Student by the School on both the written TXDPS Rules and TXDPS Signs tests, given at the school, during the course, or within 5 days of the course completion.
- The School allows for three opportunities of written examination by each Student to show mastery of the course. Should the Student not achieve a passing score on either examination in three attempts, a re-enrollment, and full course, including passing written examinations shall be required before a course completion certificate may be issued to the Student.
- The School reserves the right to **expel any individual who fails to follow all rules of operation and conduct** as outlined in the School policy and procedure handbook. If expulsion should occur, the TDLR rules for refund shall be adhered to by School and by the Student.

4. BEHIND THE WHEEL INSTRUCTION: Behind the wheel instruction will be contracted by the School after the Student has been issued and can present a Driver License from the TX DPS DL division. Licensing fees will be required by the Texas Dept. of Public Safety in order to drive a vehicle. The School does not issue a completion certificate to the Student which indicates a Student may then lawfully drive.



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- The **Driver's License** application fee of \$ 25.00 is payable to the Texas DPS. This fee is not included in the School's contract enrollment tuition fee.
 - All required documents must be taken to the TX DPS DL division offices in order to apply for the Texas Driver License:
 - Driver License application (DL-43)
 - Texas Residency Affidavit (may need to be notarized after signed by the Residence owner.)
 - ADE-1317 Course Completion Certificate
 - 2 proofs of physical address as presented by another approved organization.
 - Social Security card of individual
 - Birth Certificate of the individual
 - An additional picture identification, or approved ID of that individual.
5. **COURSE COMPLETION CERTIFICATE (ADE-1317):** The School is prohibited from issuing certificates of completion to a student who has not met all the requirements for course completion. Further, the Student shall not accept certificates under such circumstances. The School will not issue ADE-1317 certificates by mail to the Student without an additional **Certified Mailing charge** paid by Student to the School of \$10.00.
- No portion of the ADE-1317 form shall be issued until all school fees and course tuition are **paid in full**.
 - Requests for replacement certificates shall incur an **additional \$ 25.00 fee for reissuance** and cancellation of two controlled state documents.
 - Course completion certificates may be issued only to contracting Student **Adult** parties.
6. **ROADWAY EXAMINATION PHASE REQUIREMENTS:** All **Student Enrollees are subject to the Texas law** regarding Third Party Skills Testing sites, of which this School is an authorized organization. The individual must first be issued a Driver License, with a valid 'B' restriction on it for Student's to be allowed to Road Test in this School's vehicles. Texas DPS requires a one hour free online training of all Students age 18-24 prior to testing with a TPST agency. The certificate earned by this course will remain valid for **90 days**. This course can be taken online at <https://impacttexasdrivers.dps.texas.gov/>. Registration must be made with this school's license number: **C2318**, and the Student's DL number, Date of Birth, Full Legal Student Name, and a valid email address.
- ITYD course completion **certificates will be emailed** to the valid email address presented at registration following the completion of the video instruction and its online quiz.
 - The **certificate shall be printed by the student**, and signed by the Student .
 - A comprehensive roadway test, administered by the DPS or its certified Third Party Skills Testing sites must be passed with a 70+ in order to remove restrictions and allow the licensee to become a fully licensed unrestricted Texas Driver. This School is a certified approved TPST and will be available to schedule all final Texas Skills Roadway Tests following completion of all requirements of the TDLR sanctioned Adult 18-24 program of Driver Education to students for the cost of **\$50**. Package discounts may be offered and applied at time of complete course registration only.
 - All required completion documents must be presented to the office **in person prior to the day of TPST exam**, in order to schedule any appointment.
 - All required documents must be **sealed in the DPS approved manner** in order to leave the School office after registering for a TPST exam.
 - All cancellations of a TPST exam will incur a **\$25. Fee**.
 - All missed TPST exams will forfeit originally paid fees and require an additional \$50 for rescheduling.
 - All TPST payments must be made **in cash**.
7. **AGREEMENT ASSURANCES:** This agreement constitutes the entire contract between the School and Student and no verbal assurances or promises not contained herein and signed by both parties shall bind the School or the Student.

Start/End DATES OF CLASS:

TIMES OF CLASS:

Current TUITION charge \$ _____

Additional Fees:

- TPST _____
- Handbook _____
- Transfer Fee _____

Discount : _____ PIF FAM PROMO

Total FEES & TUITION cost : _____

Registration PAYMENT: _____

Remaining BALANCE: _____

STUDENT and SCHOOL ACKNOWLEDGEMENT & CONTRACTING SIGNATURES

I have been furnished a copy of the current School Tuition and Fees schedule; Cancellation and Transfer, and Refund policies; and School regulations pertaining to the Absences, Grading policy, Progress, Rules of operation and Conduct expectations, including conditions for dismissal and reentry.

I further acknowledge that any questions I have regarding the curriculum, the facilities, or the instructor for this course can be addressed to Driver Education and Safety Division, Texas Department of Licensing and Regulation at PH (512) 463-6599 or Fax: (512) 463-9468 or email: CS.Driver.Education.Safety@tdlr.texas.gov.

I further realize that any grievances or complaints not first resolved by the school or its representative may be forwarded by mail to the Texas Department of Licensing and Regulation, Attention: Enforcement Division, P.O. Box 12157, Austin, Texas 78711; OR Emailed to Intake@tdlr.texas.gov OR filed online at www.tdlr.texas.gov/complaints. Toll-Free (in Texas): (800) 803-9202.



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CONTRACTING STUDENT INFORMATION DOCUMENTATION: (please print neatly)

LEGAL LAST NAME _____ LEGAL FIRST NAME _____ LEGAL MIDDLE NAME _____ M F
(circle one) DATE OF BIRTH _____

Mailing address _____ City _____ State _____ Zip _____ Age today _____

Social Security number _____ State ID number _____ Personal phone number _____ Work place _____ 2nd contact phone number _____

THIS SCHOOL MUST RETAIN COPIES OF YOUR TWO FORMS OF OFFICIAL IDENTIFICATION WITH THIS CONTRACT FOR ITS VALIDITY.
THIS SCHOOL WILL LIMIT YOUR COMPLETE INSTRUCTION ON THIS CONTRACT TO BE A TOTAL OF FOUR MONTHS FROM TODAY'S DATE.

Signature of Contracting Student _____ Date _____ School's Administrative Contract Facilitator _____ Date _____

Drive Trainers Director _____ Date _____

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. Under Texas law the ADULT STUDENT is responsible and must accept liability for their actions on Texas Roadways. **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 Texas Department of Public Safety. The TX DPS Roadway examination has final authority to determine if the student is capable of demonstration the skills of operating a motor vehicle without added supervision. Therefore, upon completion of the course, under TX State Law, the student must complete the DPS ROADWAY EXAMINATION before a TEXAS Driver's License shall be issued to the Driver. DRIVETRAINERS strongly recommends the regulations that accompany this Social Responsibility know as a Driver's License be understood by the Student.

