SERVICES AGREEMENT

SIM'S Driving School (Major Sim Enterprise, Inc.)

Agreement Date: _____

Student Name: _____

Date of Birth: _____**Learner's Permit #:** _____

Parent/Guardian Name (if student is a minor): _____

Address: _____

Phone Number: _____

Email Address: _____

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1. PARTIES

This Services Agreement ("Agreement") is entered into between **Major Sim Enterprise, Inc., d/b/a SIM'S Driving School** ("School"), a Massachusetts corporation located, 60 Middlesex St. Lowell, MA. directly opposite the Lowell RMV Testing Center, Lowell, Massachusetts, and the student and/or parent/guardian identified above ("Client"). This Agreement is effective as of the last date of signature of the parties in its "Enrollment Form" **("Effective Date").**

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2. SERVICES

Services are ordered by an Enrollment Form in the format providing by SIM'S Driving School. Student must submit the Enrollment Form to SIM'S Driving School either in writing or electronically via the Student Portal. The Enrollment Form will identify the Service requested by student together with (i) the price for each Service (ii) schedule Start Date; (iii) Parent Consent Form (iv)and Leaner's Permit copy if available.

The School agrees to provide driver education services as selected by the Client. Available services/programs include:

2.1 Classroom Instruction

- **Driver's Ed. Program:** 30-Hour Classroom Course —is required to meet Massachusetts Registry of Motor Vehicles (RMV) for learner's permit and driver's



license eligibility. Each Driver's Ed. Program is announced by Principal Administer of the School to define and specify date, time, and components.

- **Parent Class Curriculum:** 2-Hour Class Session— is required to complete before starting on-road driving instruction to meet Massachusetts RMV requirement Driver's Ed. Program completion. Parent Class Curriculum is invited by the School Administration.
- Classes are conducted in groups of up to 25 students.
- Sessions begin bi-weekly or monthly; specific start dates are provided at registration.

2.2 On-Road Driving Lessons

- **Driver's Ed. Program:** 12-hours of Behind-The-Wheel instruction. 6-Hours Observing other student driver.
- **Hourly On-Road Driving Lessons** and **Lesson formats available:**
  - **Progressive** — Structured, step-by-step progression through all driving skills.
  - **Selective** — Targeted lessons focusing on specific areas of improvement.
  - **Evaluative** — Assessment-based lessons to gauge readiness for road testing.
- Accelerated classes are offered during public school vacation periods at the same pricing as the traditional program.

2.3 Road Test Sponsorship & Packages

- Road Test Sponsorship Service for Massachusetts RMV road test/exam.
- There are quite a few packages to be chosen from the package schedule; Road Test sponsorship, Discount Driver Training Package, Complete Driver Training Pacakge,

2.4 Additional Services

- Bilingual instruction available in Khmer (Cambodian), Vietnamese, and Haitian Creole upon request.
- Specialized support for students with learning disabilities or driving anxiety, subject to the School's assessment of the student's ability to participate safely.

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3. FEES AND PAYMENT

3.1 Pricing

Service	Rate
Classroom Session	$20.USD dollars per session up to selection (based on package selected chosen in the "**Enrollment Form**")

Service	Rate
On-Road Driving Lesson	$70.USD dollars per hour lesson up to selection (based on package selected chosen in the "Enrollment Form").
Road Test Sponsorship	$125. USD dollars as written in the calendar or as quoted at requesting.

3.2 Payment Terms

- Full payment is due prior to the commencement of services unless otherwise package is chosen to pay its installment-like or retail to pay on-the-scheduling.
- The School reserves the right to withhold scheduling of lessons or road test sponsorship until payment obligations are met.

3.3 Refund Policy

- Refunds for unused lessons will be issued in accordance with Massachusetts consumer protection laws.
- Administrative fees may be deducted from refunds where applicable.
- No refunds will be issued for lessons forfeited due to the Client's no-show or late cancellation (see Section 5).

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4. SCHEDULING

4.1 Booking

- Classroom sessions are scheduled at registration.
- On-road driving lessons must be booked **at least one (1) week in advance**.
- Online booking is available at **www.simsdrivingschool.com "Student Portal"**. Schedule calendar is open two (2) months ahead of time.

4.2 Availability

- Lesson availability is subject to instructor and vehicle scheduling. The School will make reasonable efforts to accommodate the Client's preferred times.

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5. CANCELLATION AND NO-SHOW POLICY

5.1 Client Cancellations

- Cancellations made **less than 24 hours** before a scheduled lesson will be considered a forfeited lesson and may be charged in full.
- Cancellations before **24 hours or more** advance notice may be credited to reschedule at no additional charge, subject to availability.

5.2 School Cancellations

- In the event the School must cancel a scheduled lesson due to instructor unavailability, vehicle issues, severe weather, or other circumstances, the Client will be notified as soon as reasonably possible and the lesson will be rescheduled at no charge.

5.3 No-Show Policy

- A student who fails to appear for a scheduled lesson without prior notice will forfeit that lesson without refund.

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6. STUDENT RESPONSIBILITIES

The Client agrees that the student will:

1. Arrive on time and prepared for all scheduled lessons and classes.
2. Hold a valid Massachusetts Learner's Permit prior to commencing on-road lessons (unless enrolled in a program where the permit is obtained as part of the course sequence).
3. Follow all instructions given by School instructors.
4. Comply with all Massachusetts traffic laws and regulations during lessons.
5. Not be under the influence of alcohol, drugs, or any substance that may impair their ability to drive safely. The School reserves the right to refuse instruction and cancel a lesson if an instructor believes a student is impaired.
6. Treat all School staff, instructors, and fellow students with respect.
7. Take responsibility for accumulating the required **40 hours of parent/guardian-supervised driving practice** as required by the Massachusetts RMV, which significantly improves road test pass rates.

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7. PARENT/GUARDIAN RESPONSIBILITIES (FOR MINOR STUDENTS)

Where the student is under 18 years of age, the parent or guardian agrees to:

1. Sign this Agreement, Parent Consent, and Enrollment Form and any other RMV Form on behalf of the minor student.
2. Ensure the student attends all scheduled lessons and classes.
3. Attend or assign a designee to attend Parent Class Curriculum.
4. Supervise the required 40 hours of behind-the-wheel practice as required by the Massachusetts RMV.
5. Maintain open communication with the School regarding the student's progress and any concerns.

6. Acknowledge that the School may communicate directly with the parent/guardian regarding the minor student's progress, attendance, and any safety-related matters.

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8. HEALTH AND SPECIAL NEEDS DISCLOSURE

8.1 Disclosure Requirement

The Client must disclose to the School any medical conditions, learning disabilities, physical limitations, anxiety disorders, or other factors that may affect the student's ability to safely operate a motor vehicle.

8.2 Participation Assessment

The School reserves the right to assess a student's ability to participate in on-road instruction safely. The School may require a physician's clearance or additional documentation before commencing instruction.

8.3 No Discrimination

The School is committed to supporting students with diverse learning needs and will make reasonable accommodations were safe and practicable.

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9. VEHICLE USE AND SAFETY

9.1 School Vehicles

On-road lessons are conducted in School-owned Toyota Corolla vehicles, which are equipped with dual controls (instructor-accessible brake) and maintained in accordance with Massachusetts safety standards.

9.2 Personal Vehicles

The School reserves the right to refuse instruction in a personal vehicle.

9.3 Damage

The student and/or parent/guardian agrees to be responsible for any damage caused to a School vehicle as a result of the student's negligence or reckless conduct during a lesson, beyond normal wear and tear.

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10. ROAD TEST SPONSORSHIP

10.1 Eligibility

Road test sponsorship is contingent upon the student's satisfactory completion of required instructional hours and the School's assessment of readiness.

10.2 No Guarantee of Outcome

The School's road test sponsorship does not guarantee a passing result. The outcome of the road test is determined solely by the Massachusetts RMV examiner. Sponsorship fees are non-refundable regardless of test outcome.

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11. LIMITATION OF LIABILITY

11.1 General Limitation

To the fullest extent permitted by Massachusetts law, the School's liability for any claim arising out of or related to this Agreement shall not exceed the total amount paid by the Client for the specific services giving rise to the claim.

11.2 Inherent Risks

The Client acknowledges that operating a motor vehicle involves inherent risks. The School's certified instructors take all reasonable precautions to ensure student safety; however, the School cannot be held liable for incidents arising from the student's failure to follow instructor guidance or from circumstances beyond the School's reasonable control.

11.3 No Liability for Third-Party Actions

The School is not liable for any injury, loss, or damage arising from the acts or omissions of third parties, including other motorists, during on-road instruction.

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12. PRIVACY AND DATA USE

The School collects personal information (name, date of birth, contact details, driving progress records) for the purposes of providing educational services, scheduling, Massachusetts RMV compliance, and communication with students and parents. Information will not be sold to third parties. The School may use aggregated, anonymized data for marketing and reporting purposes.

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13. PHOTOGRAPH AND TESTIMONIAL CONSENT (OPTIONAL)

I consent to the School using photographs, videos, or written testimonials featuring the student/Client for marketing, social media, and promotional purposes.

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14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

14.2 Dispute Resolution

In the event of a dispute arising under this Agreement, the parties agree to first attempt resolution through good-faith negotiation. If negotiation fails, disputes shall be submitted to mediation before pursuing any legal action.

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15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the services described herein and supersedes all prior communications, representations, and understandings. Any modifications must be made in writing and signed by both parties.

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16. ACKNOWLEDGMENT AND SIGNATURES

By signing below, the Client acknowledges that they have read, understood, and agreed to all terms and conditions set forth in this Agreement

Student or Parent/Guardian Signature *(required if student is under 18):*

Signature: _____ **Date:** _____

Printed Name: _____

On Behalf of SIM'S Driving School:

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____
