



SERVICES AGREEMENT

THIS SERVICE AGREEMENT (together with its Attachments, the "**Agreement**") is made by and between **SIM'S Driving School** (Major Sim Enterprise, Inc.) with its school office at 60 Middlesex Street, Lowell, MA 01852 and **Student** (with consent of the Parent or Legal Guardian if less than 18 years of age) located at the address set forth in the Enrollment Form ("**Student**"). SIM'S Driving School and student may be individually referred to as a "Party" or collectively "Parties". This Agreement is effective as of the last date of signature of the parties in its "Enrollment Form" ("**Effective Date**").

1. PROVISION OF THE SERVICE

A. General Terms

The purchase, provision, and use of the Service is subject to the terms contained in this Agreement, the Enrollment Form, the Online Terms of Services, included at [https://www.simsdrivingschool.com/services agreement](https://www.simsdrivingschool.com/services%20agreement) (the "Online Terms of Service") and the Service Attachments applicable to Student's Services.

2. ORDER AND TERMS

A. Ordering Service

Student may order the services set forth in the relevant Attachments, attach hereto, by executing 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 and (vi) Learner's Permit copy if available. An Enrollment Form will become binding when it is executed by the Student and accepted by SIM'S Driving School. SIM'S Driving School may accept an Enrollment Form by commencing performance of the request Services. The invoicing for those Services will begin on the Purchase Date and the Services start on the Start Date, as identified in the applicable Enrollment Form or on the day Services are ordered via the Student Portal. Student may purchase additional Services, Packages via Student Portal or by executing additional Enrollment Forms.

B. Terms of this Agreement

The Term of this Agreement will commence on the Effective Date and continue until the last Enrollment Form is terminated with the expiration of the enroller Learner's Permit, unless termination early in accordance its terms.

C. Service Terms

The Service Term will begin on the Start Date of the initial Enrollment Form and continue for the initial term set forth Initial Enrollment Form ("Initial Term"). The Initial Enrollment Form confirms the initial Services requested, approved, and completion.

D. Service Attachments

In addition to the Service Attachments reference in the Online Terms of Service, the Parties may agree to add additional Service Attachments to this Agreement.

Attachment A- ("Parent Consent Form")

Attachment B- ("NO-SHOW" MAKE-UP SOLUTION FORM")



3. INVOICING AND PAYMENT

A. Price and Charges

All prices are identified in US dollars on the Student Portal or in the applicable Attachment otherwise agreed by the Parties.

B. Invoicing and Payment

Invoice will be issued in accordance with payment terms set forth in the Enrollment Form.

C. Scheduling

Payment is due while scheduling in the Student Portal ("Student Portal") or signing on the Enrollment Form ("Enrollment Form"). No-Show ("No-Show") is responsible by the Party who committed the act of the ("No-Show") reference of the Attachment A.

4. TERMINATIONS

A. Termination of Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the party:

B. Effect of Termination

If the Student terminates the Services, a portion of the Services, or this Agreement in its entirety due to SIM'S Driving School.

C. Initial Period

Initial Period, the Service and payment with the first session can be requested to include into a potential purchasing package if more than five schedules may be needed.

5. MISCELLANEOUS

A. Entire Agreement

The Agreement, together with any exhibits, Enrollment Form, an Attachments, each of which is expressly incorporated into this Agreement.

B. Order of Precedence

In the event of a conflict between these documents, the following shall have precedence interpretation:

C. Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.



SIM's

Major Sim Enterprises, Inc.

D. Counterparts

This Agreement may be executed electronically and in separated counterparts each of which when taken together will constitute one in the same original

IN WITNESS WHEREOF, the Parties have executed this Agreement below through their duly authorized representative or Parent.

Student

SIM'S Driving School

Signed by: _____

Signed by: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____