

## CLASS RULES/REQUIREMENTS

- Parent will ensure that their teen is 14 years 7 months or older prior to the 1<sup>st</sup> day of class
- Parent will complete the Class Agreement prior to purchasing the class
- Parent will complete the pre-registration at <https://mydmv.colorado.gov> for their teen and provide this number to 1<sup>st</sup> Drive prior to purchasing the class.
- Parent agrees that there will be no refunds once their teen starts the 1st day of class
- Parent agrees that if their student misses class time due to absences, sleeping or excess use of the cell phone, that they must finish the hours in the next available class (if space available)
- Parent/Student agrees that skate boards are not allowed on school property
- Parent/Student agrees to reimburse 1<sup>st</sup> Drive \$40 for any damage/loss to 1<sup>st</sup> Drive Workbook
- Parent/Student agrees to reimburse 1<sup>st</sup> Drive \$15 for any damage/loss to CO Driver Handbook
- Parent/Student understands that 1<sup>st</sup> Drive will not be responsible for any injuries to the student leaving the school property
- Student will bring something to write with each day
- Student will ask for a receipt from the convenience store when making a purchase
- Student will receive two - 30 minutes breaks on days 1 – 4. On day 5, students will receive one 30 minute break
- Student will not write in or on any workbooks, manuals, tables, chairs, walls, bathrooms, etc.
- Student will not rock in the chairs
- Student agrees to clean up after themselves and to push their chairs in at the end of the day
- Student agrees to be respectful to 1<sup>st</sup> Drive staff and other students at all times
- Student agrees to use their electronic devices while on breaks only
- Student agrees to remove their sunglasses while in class
- Student agrees to not harassing other students
- Student agrees to not using any tobacco products or vaping anywhere on school property
- Student will dress appropriately at all times
- Student will refrain from inappropriate language
- Student will be allowed to eat and/or drink while in class (drinks must have a lid or cap)
- Student must complete 28 hours of classroom instruction and 2 hours of assigned homework
- Students must be within 30 days of their 15<sup>th</sup> birthday or older and have a photo ID to be eligible for the permit test
- Classroom instructor will go over bathroom breaks and fire emergencies

# CLASS AGREEMENT

This agreement is made:

**Between:** 1<sup>st</sup> Drive LLC, ("1<sup>st</sup> Drive")

**And:** \_\_\_\_\_ ("Client")  
Student's Parent, Legal Guardian, or Participant if over 18

**For:** \_\_\_\_\_ ("Student")

A. Services. 1<sup>st</sup> Drive will...

- Provide student with 30 hours of driver's education instruction
- Administer the permit test (students must be 14 years 11 months or older)
- Notify the client of any changes to the class schedule due to weather, emergency or other issue (students might be required to attend the makeup day).
- Email a class completion certificate (for those students that have successfully completed the full 30 hours).
- Email a permit test completion certificate (for those students that have successfully passed the permit test).

B. Fees. Client agrees to pay a sum not to exceed **\$150** for the 30 hour class no later than 9:00am on the first day or the student will not be allowed to attend.

C. Rules/Requirements. The Rules/Requirements is applicable to the student at all times during class. Client/Student acknowledges that failure to abide by the Rules/Requirements is a violation of this agreement and may result in the dismissal from the class. If dismissed, all class fees paid to 1<sup>st</sup> Drive will be non-refundable. (The Rules/Requirements can be found by going to [1stdrivecolorado.com/resources](http://1stdrivecolorado.com/resources)).

D. Termination/Refunds. Except as stated in Section C, the class agreement may be terminated by either party no later than the start of the first day of class. Termination must be submitted in writing (letter, email or fax) and delivered by such means or in person to the other party. In the event of termination, 1<sup>st</sup> Drive will issue a prorated refund (**less a 10% processing fee**). No refunds will be issued after the student starts the first day of class.

E. Insurance. 1<sup>st</sup> Drive agrees to carry and maintain in effect, at all times throughout the performance of the class agreement, general liability insurance coverage.

F. Limitation of Liability. 1<sup>st</sup> Drive shall not be liable for any indirect, incidental, special, punitive or consequential damages for any breach of the class agreement. Client's exclusive remedies for any and all claims related to the services provided by 1<sup>st</sup> Drive shall be limited to the total payments made to 1<sup>st</sup> Drive.

G. Notices. All notices or other communications required or permitted to be given shall be in writing (letter, email or fax) and delivered by such means or in person to the other party.

H. Assignment. The Client shall have no right to assign its respective rights and obligations under the class agreement, without prior written consent of 1<sup>st</sup> Drive.

I. Amendments. No change or modification of the class agreement shall be valid unless agreed upon by 1<sup>st</sup> Drive and Client, in writing and signed by both parties.

J. Severability. If any section or clause of the class agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section or clause shall not affect the remaining provisions of the class agreement.

K. Agreement. This agreement constitutes the entire contract between the school and the student, and any verbal assurances or promises not contained herein are not binding on either the school or student. *(1<sup>st</sup> Drive is not an agency of and does not represent the Department of Revenue, Division of Motor Vehicles).*

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1<sup>st</sup> Drive Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_