

## DRIVING LESSONS RULES/REQUIREMENTS

- Parent will complete a driving lessons agreement prior to the 1<sup>st</sup> lesson or at the time of purchase
- Parent agrees to contact 1<sup>st</sup> Drive to get their teen scheduled for driving lessons. (1<sup>st</sup> Drive will not call you to get these lessons scheduled).
- Parent understands that they can schedule lessons only after their teen receives their permit and has had at least 2 hours of driving practice
- Parent agrees that their teen must complete their driving lessons within 12 months of them receiving their permit or pay for new lessons at the current fees
- Parent agrees that there are no refunds after 30 days of their teen receiving their permits
- Parent agrees that lessons are scheduled on a “first called-first scheduled” basis
- Parent agrees that lessons are scheduled at least 2 weeks apart and each session is no longer than 2 hours (1<sup>st</sup> Drive may cancel any appointment that doesn’t meet this guideline)
- Parent understands that 1<sup>st</sup> Drive’s busiest times of the year for driving lessons are during school breaks and federal holidays. Appointments must be made well in advanced of these peak times or student may be delayed in finishing their driving lessons.
- Parent understands that 1<sup>st</sup> Drive has the right to cancel any lesson for bad weather, car failures, other emergencies or the student is unable to learn, is too tired, is being difficult or has not taken their prescribed medicine
- Parent will notify 1<sup>st</sup> Drive at least 48 hours in advance of an appointment change
- Parent agrees to pay an appointment cancelation fee of \$50.00 if the student is more than 15 minutes late; does not show up; arrives without a valid learner’s permit; is under the influence of any drugs or alcohol; drowsy; is not dressed appropriately or otherwise not fit to drive legally/safely. After the 3<sup>rd</sup> missed appointment, the student will be dropped from the program and all payments made will be forfeited. (Cancelation fees will be paid directly to 1<sup>st</sup> Drive prior to the next lesson).
- Parent that has a teen (under 18) with a non-Colorado permit, agrees to pre-register their student at <https://mydmv.colorado.gov/> and provide the pre-registration number to 1<sup>st</sup> Drive
- Student agrees to be available each appointment for up to 15 minutes passed the scheduled time (this allows for issues such as weather changes, emergencies, mechanical issues, traffic, etc.)
- Student agrees to not use a cell phone or other electronic device when the vehicle is in motion and it must be off, muted, or in airplane mode
- Student agrees to not eat or drink when the vehicle is in motion

- Student agrees to dress appropriately. The following are not permitted: bare feet, flip flops, crocs, slippers, snow boots, cowboy boots, hard soled shoes, high heels, sandals, gloves, bulky coats, miniskirts, underwear showing, provocative clothing, or other attire the driving instructor finds offensive or inappropriate.
- Student agrees that smoking or vaping is not permitted during the lesson
- Student agrees to be respectful at all times and will refrain from inappropriate language
- Student wishing to drive with another student must have a completed and signed “Passenger Waiver of Liability”. This form can be downloaded and printed from:  
<https://www.1stdrivecolorado.com/1st-drive-resources>
- Student agrees to come prepared and be on time for driving instruction (i.e. permit, glasses, sun glasses, appropriate foot wear, etc.)
- Due to allergies and the confined space of the car, student agrees to not smell of excessive body odor, cologne, perfume, cigarette smoke, etc.

# DRIVING LESSONS AGREEMENT

This agreement is made:

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

**And:** \_\_\_\_\_ (“Client”)  
Parent, Legal Guardian, or Participant if over 18

**For:** \_\_\_\_\_ (“Student”)

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

- Provide student with driving lessons (*based upon hours purchased*)
- Require driving lessons to be completed within 12 months of the student receiving their permit or (*within 12 months of purchase for those students that already have a permit*)
- Provide a driving completion certificate (*based upon hours completed*)
- Allow parent observation (*Client must notify 1<sup>st</sup> Drive prior to the lesson*)
- Reschedule any lesson for bad weather, car failures, or other emergencies
- Only have one student in the car at a time \*

*\* Under this agreement, an instructor may not provide behind-the-wheel training to more than two individual students per session; however, it is the policy of 1<sup>st</sup> Drive that driving instruction is one on one (no other students in the car). If the client requires the student to be paired with another student, both clients must sign a waiver stating that the client is aware that their student will be in a vehicle driven by another student. This waiver can be downloaded and printed from: [1stdrivecolorado.com/resources](http://1stdrivecolorado.com/resources)*

B. Driving Lessons and Fees. Lessons will start from the location approved by the driving instructor. Lessons must be scheduled at least two or more weeks apart. Fees for teens 15 – 18 are **\$66 per hour**. Fees for adults 19 and over are **\$80 per hour**. Fees must be paid in advance. Rescheduling lessons must be made at least 48 hours in advance.

C. Canceled/Missed Driving Appointment Fees. Parents will be charged a **\$50.00 appointment cancellation fee** if the student is more than 15 minutes late; does not show up; arrives without a valid learner’s permit, is under the influence of any drugs or alcohol; drowsy; is not dressed appropriately or otherwise not fit to drive legally/safely. After the 3rd missed appointment, the student will be dropped from the program and all payments made to 1<sup>st</sup> Drive will be forfeited. (Cancellation fees will be paid directly to 1st Drive prior to the next lesson).

D. Rules/Requirements. The Rules/Requirements is applicable to the student at all times during driving lessons. Client/Student acknowledges that failure to abide by the Rules/Requirements is a violation of this agreement and may result in the dismissal from driving lessons. If dismissed, all 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)).

E. Termination/Refunds. Except as stated in Section C, the driving lesson agreement may be terminated by either party no later than 30 days after the student receives their permit or no later than 30 days after purchase (whichever is later). 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 refund the unused portion of driving lessons (***less a 10% processing fee***). No refund will be issued after the stated period.

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

G. Limitation of Liability. 1<sup>st</sup> Drive shall not be liable for any injuries the student receives during driving instruction that police have determined to be the student's fault. Participant's exclusive remedies for any and all claims related to the services provided by 1<sup>st</sup> Drive under the driving instruction agreement shall be limited to the total payments made to 1<sup>st</sup> Drive.

H. 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.

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

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

K. Severability. If any section or clause of the driving 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 driving agreement.

L. 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: \_\_\_\_\_