

*1st Drive is not an agency of and does not represent the
Department of Revenue, Division of Motor Vehicles*

EDAP AGREEMENT

This agreement is made:

Between: 1st Drive LLC, ("1st Drive")

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

For: _____ ("Student")

A. Services. 1st Drive will...

- Provide student with 4 hours of driver's education instruction
- Administer the permit test (students must be 15 years 6 months or older)
- Notify the client of any changes to the class schedule due to weather, emergency or other issue
- Email a class completion certificate (for those students that have successfully completed the full 4 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 **\$75** for the 4 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 1st Drive will be non-refundable. (The Rules/Requirements can be found by going to 1stdrivecolorado.com/resources).

D. Termination/Refunds. Except as stated in Section C, the EDAP agreement may be terminated by either party no later than the start of the 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, 1st Drive will issue a prorated refund (**less a 10% processing fee**). No refunds will be issued after the student starts the class.

E. Insurance. 1st 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. 1st Drive shall not be liable for any indirect, incidental, special, punitive or consequential damages for any breach of the EDAP agreement. Client's exclusive remedies for any and all claims related to the services provided by 1st Drive shall be limited to the total payments made to 1st 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 EDAP agreement, without prior written consent of 1st Drive.

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

J. Severability. If any section or clause of the EDAP 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 EDAP 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.

Parent/Guardian Signature: _____ Date: _____

1st Drive Employee Signature: _____ Date: _____