

## AGREEMENT FOR DRIVER'S EDUCATION PROGRAM

THIS AGREEMENT FOR DRIVER'S EDUCATION PROGRAM (this "Agreement") is made as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Participant's Parent or legal Guardian or Participant) whose address is \_\_\_\_\_  
For \_\_\_\_\_ ("Student") and ANSHOR DRIVING SCHOOL, INC whose address is **2030 35<sup>th</sup> Avenue Unit A, Greeley, CO 80634** ("Instructor").

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Scope of Services. Instructor hereby agrees to provide Participant with **30 hours of classroom or Internet instruction, Permit Test and 6 hours of behind-the-wheel instruction** designed to meet the requirements of the State of Colorado ("Driver's Education Program"). Internet class technical support is available at the Online classroom site M-F 8am-8pm (CST) And must be completed within one year of sign up date. It is anticipated, though not guaranteed, that the Driver's Education Classroom Program shall be completed within 60 Days. Classroom dates, times and fee schedules are available on our website at [www.anshordriving.com](http://www.anshordriving.com). **If any classes are missed they can only be made up the next time the Session is offered. Behind-the Wheel instruction must be completed within 12 MONTHS of the Permit issue date.** *Initials* \_\_\_\_\_ (parent who signs) *Additional behind-the-wheel lessons are available after the initial 6 hours at a rate of \$35 per hour with a 2 hour minimum per lesson.*

2. Payment. Student agrees to pay \$ \_\_\_\_\_ for the Driver's Education Program, due prior to the start of Instruction.

3. Code of Conduct. The Code of Conduct attached hereto as Addendum I and incorporated herein by reference is applicable to the Participant at all times during classroom and behind-the-wheel instruction. **Student expressly acknowledges that failure of the Participant to abide by the Code of Conduct may result in termination of this Agreement and immediate dismissal from the Driver's Education Program. In the event of such dismissal, all fees paid to Anshor shall be non-refundable.**

4. Termination. Except as set forth in Section 3 above, this Agreement may be terminated at any time by mutual consent of both parties, or by either party upon seven (7) days' notice in writing and delivered by certified mail or in person to the other party. In the event of termination, all fees paid to ANSHOR DRIVING SCHOOL, INC. will be subject to a prorated refund, only if we are found at fault for not providing service as described in Section 1 above.

5. Under this agreement an instructor may not provide behind-the-wheel training to more than two individual students per session. I understand that some students may be paired up at the student's request and give permission for my student to pair up and observe while another student drives. **Initials** \_\_\_\_\_

6. Insurance. Anshor agrees to carry and maintain in effect, at all times throughout the performance of this Agreement, insurance coverage, including contractual liability for bodily injury, death and property damages. Such insurance coverage shall provide a single occurrence limit of not less than \$50,000.

7. Limitation of Liability. Anshor and Instructors shall not be liable for any indirect, incidental, special, punitive or consequential damages for any breach of this Agreement. Student's exclusive remedies for any and all claims related to the services provided by Anshor under this Agreement shall be limited to the total payments made for the Driver's Education Program.

8. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and any and all such items shall be deemed to have been duly delivered upon actual deposit in the United States Mail, postage prepaid, and addressed to the parties at their respective addresses set forth above.

9. Assignment. The Student shall have no right to assign its respective rights and obligations under this Agreement.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

11. Amendments. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

**970-330-1584**

12. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement, the intent being that the same are severable.

13. Cancellation Fees. Instructors plan to keep all scheduled lessons with students and reschedule accordingly when necessary. A cancellation fee of \$30 will be charged for any cancellation of Behind the Wheel lessons with less than 48 hours notice. This fee will be collected at the next lesson scheduled. We will charge the fee for the following reasons:

- i. If you fail to show for your scheduled lesson or class without calling to cancel at least 48 hours in advance.
- ii. Forget to bring your permit or your license to your drive lesson.
- iii. Show up more than 15 minutes late for your Behind the Wheel lesson.  
**Initials** \_\_\_\_\_
- iv. I understand I need to know my instructors name and number. **Initials** \_\_\_\_\_

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 the student.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth above.

STUDENT:

\_\_\_\_\_  
Parent or Participant's Legal Guardian (Participant if over 18)

For \_\_\_\_\_  
(Name of Participant if under the age of 18)

INSTRUCTOR:  
ANSHOR DRIVING SCHOOL, INC

By: \_\_\_\_\_  
Name: Duane Anderson  
Title: Owner

#### ADDENDUM I

#### **CODE OF CONDUCT**

1. Proper attire must be worn at all times. No hats in the classroom.
2. Any damage to textbooks will be the responsibility of the student. *Replacement cost of textbooks will incur a charge of \$40* **Writing on Desks or Chairs will be grounds for Expulsion.**
3. Improper language will not be tolerated in the classroom.
4. No food in the classroom other than at Lunch. Water, drinks with sealed lids are allowed. Spills must be cleaned up immediately by student.
5. Cell phones, CD players or IPod's must be turned off during class.
6. Conversations in the classroom must be limited to answering questions by the instructor, unless we are working on a group project. Students should show proper respect to each other and the instructor.
7. No smoking in the facility or within 150' of the facility. ZERO tolerance for drugs or alcohol.
8. Provide 48 hours notice if you need to cancel or reschedule your lesson. Late cancellations will result in a rescheduling fee.
9. **Anshor is not responsible for students who leave the classroom for lunch. All instructors will be available in the classroom for students who choose to stay for lunch. Students who leave for lunch must behave in an appropriate manner at all times. Misconduct may be grounds for expulsion. Students who leave are to go to lunch (No loitering in shopping areas) and must eat at those establishments (No food or drink is allowed to return to Anshor to eat).**
10. No Food or Drinks allowed in Cars at any time with the exception of water.
11. **No cellphone use in cars at any time.**

