



Bureau of Driver Training Programs
Commissioner Regulations Part 76.8, Records and Contracts — Highlights Regarding
RECEIPTS AND CONTRACTS

RECEIPT [Section 76.8 (a)(3) and (d)]

A receipt is to be **issued each time money is paid**.

Every receipt must show:

- | | | |
|----------------------------------|---------------------------|---|
| ◆ Name and address of the school | ◆ Amount paid | ◆ Duration of each lesson |
| ◆ Receipt number | ◆ Service rendered | ◆ Signature of an authorized representative of the school |
| ◆ Name of student | ◆ Contract number, if any | |
| ◆ Date of payment | | |

The name and address of the school, and the receipt number, must be preprinted. Receipt numbers must be in sequence. The original receipt is given to the student; the duplicate is retained by the school in numeric order. Each contract or, if no contract is used, each receipt issued to a student, must include the following statement concerning refunds:

- (1) Except for contracts executed by schools licensed by the New York State Education Department and subject to the refund provisions of regulations promulgated by that Department, prepayment for lessons and other services shall be subject to refund as follows: if the student, having given prior notice of at least 24 hours, withdraws from or discontinues a prepaid course of instruction or series of lessons before completion thereof, or from any other service for which prepayment has been made, or if the school is unable or unwilling to complete such prepaid course of instruction, or series of lessons, or to provide such other prepaid service, all payments made by the student to the school shall be refunded except:
- (i) an amount equal to the enrollment fee, if any, specified in the contract or expressly receipted for, not to exceed the sum of \$10 or 10 percent of the total, whichever is greater, specified cost of such course of instruction or series of lessons; and
 - (ii) the school's per-lesson tuition charge for each lesson already taken by the student which charge shall be determined by dividing the total cost of such course of instruction or series of lessons by the number of lessons included therein.

See page 2 of this form for a fill-in, printable receipt (two receipts per page) that you may use. If your school is incorporated (Inc.), you **must** include the name of the owner (or proprietor, or at least one officer of the corporation) of the school at the top of the receipt, under the school's address.

To conform to Part 76 of the Commissioner's Regulations, you may use the receipt on page 2 in the following ways:

1. You may fill in the school's name, address, and proprietor or principal officer (if required) online, and then
 - a. print the filled-in receipts with an office printer,

OR

 - b. take a printed copy to a print shop for printing.

OR

2. You may print the online receipt without filling in the name/address/proprietor/principal officer block, and
 - a. use a stamp containing this information to stamp the top of each office-printed receipt,

OR

 - b. take a copy with the name/address/proprietor/principal officer stamped on the top to a print shop for printing.

Note: *No matter which way (above) you may choose to use the receipt on page 2 of this form, **the receipt numbers must be preprinted in sequence.***

Date: _____ Receipt No. _____ Contract No. _____
(must be PREPRINTED in sequence)

Received From _____

The Sum of \$ _____ for the following service:

- Road Lessons - Indicate number of minutes per lesson. _____
- Road Test
- Pre-Licensing Course
- Other _____

Except for contracts executed by schools licensed by the New York State Education Department and subject to the refund provisions of regulations promulgated by that Department, prepayment for lessons and other services shall be subject to refund as follows:

*if the student, having given prior **notice of at least 24 hours**, withdraws from or discontinues a prepaid course of instruction or series of lessons before completion thereof, or from any other service for which prepayment has been made, or if the school is unable or unwilling to complete such prepaid course of instruction, or series of lessons, or to provide such other prepaid service, all payments made by the student to the school shall be refunded except:*

- (i) an amount equal to the enrollment fee, if any, specified in the contract or expressly receipted for, not to exceed the sum of \$10 or 10 percent of the total, whichever is greater, specified cost of such course of instruction or series of lessons; and*
- (ii) the school's per-lesson tuition charge for each lesson already taken by the student which charge shall be determined by dividing the total cost of such course of instruction or series of lessons by the number of lessons included therein.*

Signature of Student

Signature of Authorized Official

Date: _____ Receipt No. _____ Contract No. _____
(must be PREPRINTED in sequence)

Received From _____

The Sum of \$ _____ for the following service:

- Road Lessons - Indicate number of minutes per lesson. _____
- Road Test
- Pre-Licensing Course
- Other _____

Except for contracts executed by schools licensed by the New York State Education Department and subject to the refund provisions of regulations promulgated by that Department, prepayment for lessons and other services shall be subject to refund as follows:

*if the student, having given prior **notice of at least 24 hours**, withdraws from or discontinues a prepaid course of instruction or series of lessons before completion thereof, or from any other service for which prepayment has been made, or if the school is unable or unwilling to complete such prepaid course of instruction, or series of lessons, or to provide such other prepaid service, all payments made by the student to the school shall be refunded except:*

- (i) an amount equal to the enrollment fee, if any, specified in the contract or expressly receipted for, not to exceed the sum of \$10 or 10 percent of the total, whichever is greater, specified cost of such course of instruction or series of lessons; and*
- (ii) the school's per-lesson tuition charge for each lesson already taken by the student which charge shall be determined by dividing the total cost of such course of instruction or series of lessons by the number of lessons included therein.*

Signature of Student

Signature of Authorized Official

CONTRACT [Section 76.8(b), (c) & (d)]

A driving school may **contract in writing to provide lessons and other services** to a student, but must use a contract form approved by the commissioner for such purpose.

The **contract must be numbered and issued in consecutive numerical order**; a **duplicate must be maintained on file in numerical order**; the **number of the contract must be entered on the student record card**.

Each contract **must contain**:

- ◆ Complete name and address of the school;
- ◆ Name of the principal officer;
- ◆ Contract number;
- ◆ Statement specifying the number and duration of classroom and behind-the-wheel lessons to be given other than for the prelicensing course;
- ◆ Spaces may be provided for services which may vary on each individual contract;
- ◆ If the school offers a prelicensing course, the contract must state: "Contract price does not include the fee for the prelicensing course.";
- ◆ Provision for the use of a vehicle, or vehicles, for the student's road test;
- ◆ A statement of the terms or alternative terms for payment of the tuition fee and for payment of any enrollment or registration fee;
- ◆ Spaces for the name and address of the student, and the date of the contract; and spaces for the signature of the student and the driving school licensee or representative;
- ◆ The following statement:
"This agreement constitutes the contract between the school and the student, and no verbal statements or promises will be recognized."
- ◆ Each contract must include the following statement concerning refunds:

Except for contracts executed by schools licensed by the New York State Education Department and subject to the refund provisions of regulations promulgated by that Department, prepayment for lessons and other services shall be subject to refund as follows:

if the student, having given prior notice of at least 24 hours, withdraws from or discontinues a prepaid course of instruction or series of lessons before completion thereof, or from any other service for which prepayment has been made, or if the school is unable or unwilling to complete such prepaid course of instruction, or series of lessons, or to provide such other prepaid service, all payments made by the student to the school shall be refunded except:

(i) an amount equal to the enrollment fee, if any, specified in the contract or expressly receipted for, not to exceed the sum of \$10 or 10 percent of the total, whichever is greater, specified cost of such course of instruction or series of lessons; and

(ii) the school's per-lesson tuition charge for each lesson already taken by the student which charge shall be determined by dividing the total cost of such course of instruction or series of lessons by the number of lessons included therein.

Full Name and Address of School
Name of Proprietor or Principal Officer

Date: _____

Contract No. _____
(must be PREPRINTED in sequence)

Contract entered into by the school and _____, who resides at _____, for services rendered as follows:

_____ Behind-the-wheel lessons at _____ minutes each. (Contract must include the number of lessons and duration of time per each lesson.) The school agrees to furnish a car for instruction at no additional cost. A car for Road Test with a licensed driver is at the option of the student. The fee is \$ _____.

SAMPLE CONTRACT

Other Services: _____

The Total Contract Fee is \$ _____ and must be paid as follows: _____

This agreement constitutes the contract between the school and the student, and no verbal statements or promises will be recognized.

Contract price does not include the fee for the prelicensing course. (This statement must be included on the receipt only if your school offers the prelicensing course.)

Except for contracts executed by schools licensed by the New York State Education Department and subject to the refund provisions of regulations promulgated by that Department, prepayment for lessons and other services shall be subject to refund as follows:

*if the student, having given prior **notice of at least 24 hours**, withdraws from or discontinues a prepaid course of instruction or series of lessons before completion thereof, or from any other service for which prepayment has been made, or if the school is unable or unwilling to complete such prepaid course of instruction, or series of lessons, or to provide such other prepaid service, all payments made by the student to the school shall be refunded except:*

(i) an amount equal to the enrollment fee, if any, specified in the contract or expressly receipted for, not to exceed the sum of \$10 or 10 percent of the total, whichever is greater, specified cost of such course of instruction or series of lessons; and

(ii) the school's per-lesson tuition charge for each lesson already taken by the student which charge shall be determined by dividing the total cost of such course of instruction or series of lessons by the number of lessons included therein.

Signature of Student*: _____ **Date:** _____

**If the student is under 18 years of age, the contract must instead be signed by the student's parent/guardian/person in loco parentis who is 18 years of age or older.*

Signature of School Representative: _____ **Date:** _____