



## **Primo Driving Schools**

10909 Kinross Avenue, Los Angeles, CA 90024

T: 888-978-7299 | F: 424-293-8502 | DMV License #E4615

[www.PrimoDriving.com](http://www.PrimoDriving.com) | [Info@primodriving.com](mailto:Info@primodriving.com)

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# **STUDENT AGREEMENT TERMS AND CONDITIONS OF SERVICE**

## **I understand and agree to the following terms and conditions**

This Agreement is between you, the student, and Primo Driving Schools, LLC, hereafter referred to as "PDS". By agreeing to enroll in PDS's services, you are ACCEPTING THESE TERMS, AND ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF THE BINDING TERMS OF THIS AGREEMENT. Additionally, you acknowledge that you are over 18 years of age, or are a parent or legal guardian of the student (if the student is under the age of 18).

## **All Students**

### **Permits/Licenses**

During each lesson, the student must be in physical possession of a valid California Provisional Instruction Permit (under 18 years old), a valid California Instruction Permit (over 18 years old) or a valid Driver License that is issued by the state, country or territory of which the license holder is a resident.

The State of California does NOT recognize an International Driving Permit (IDP) as a valid driver license.

**Lessons will be canceled without refund if the student does not have their valid permit/license with them at the beginning of the lesson or obtained within 15 minutes of the lesson start time, (grace period to be deducted from the lesson time).**

### **Scheduling of Driving Lessons**

We strongly encourage students to schedule all purchased lessons at the time of enrollment. Oftentimes, the instruction calendar may be completely full weeks in advance. Students who schedule one lesson at-a-time often must wait 2-3 weeks (or longer) between lessons. Experience has shown that the closer lessons are scheduled together, the quicker students are able to develop the foundational skills required to practice safe driving. In order to become the safest driver possible, we strongly encourage students to choose lesson plans that offer higher levels of instruction

### **Instructors**

Instruction will be provided by highly-trained Primo driving instructors who hold valid DMV instruction licenses.

PDS Instructor(s) will periodically shadow other Instructor lesson(s). During the course of a student's behind-the-wheel training with PDS, there may be a 2<sup>nd</sup> Driving Instructor present in the vehicle during the lesson.

All lessons will be conducted on a one-on-one basis, with the instructor(s) teaching one student during the entire lesson period (except as stated above regarding instructor development/shadowing).



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Parents/Spouses/Guardians, etc...are permitted and encouraged to observe lessons, but must agree to hold all unsolicited commentary to a minimum. If the instructor determines that the observer has become a distraction to the student and is negatively affecting the instructor's ability to instruct, then the observer may be asked to leave the vehicle for the remainder of the lesson.

### **Instruction Vehicles**

Behind-the-wheel driving lessons will be conducted in PDS company owned, insured, and maintained vehicle(s), equipped with dual controls for added safety.

Insurance regulations prohibit driving instruction in non-PDS owned vehicles.

Other PDS services including but not limited to "Primo Car Guides" may be conducted in the student's vehicle of choice. Student's vehicle must remain stationary.

### **Pick-Up, Drop-Off, Start and End Times**

Instructor(s) will pick-up the student from an agreed upon location (ex: home, school, work, etc.), at the appointed time and will drop the student off at an agreed upon location 2 hours later.

If the student is late for the appointment, or does not have their permit/license, the lesson will be shortened accordingly.

If the Instructor is late, the lesson will start when the student is picked up and will end 2 hours later. Occasionally, lessons may exceed 2 hours due to traffic. There will be no extra charge or compensation for such delays.

### **Student "Mental Fitness" for Instruction:**

All Students are expected to be mentally and physically able to follow the Instructors' guidance.

PDS and its Driving Instructor(s) reserve the right to stop a lesson at any time due to the student's reckless driving or unsafe conditions. If an instructor suspects that a student is unable to drive safely due to intoxication, inattention, reckless behavior, etc... then the Instructor may (at their discretion) immediately terminate the lesson and return the student to the pick-up location.

If a lesson must be terminated by the instructor due to the student's condition (intoxication, inattention, reckless behavior, etc...) the remainder of the lesson will be forfeited without refund.

### **Lesson Payment**

Instruction fees must be paid in-full prior to the start of any scheduled driving lesson. We gladly accept cash, checks, debit and credit cards. **Unused lessons will not be refunded after 90 days from purchase. Unused lessons are transferable and expire 1 year from purchase date.**

### **Personal Property**



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PDS is not responsible for items left in company vehicles or office, although we will make reasonable efforts to return any items left behind.

What students do while driving without an instructor is beyond PDS control. PDS is not responsible for actions or damages outside of PDS company vehicles.

PDS is not responsible for actions or damages due to services conducted within the agreed-upon curriculum of instruction, including but not limited to the "Primo Car Guides" umbrella of products. This extends to services conducted within or using a student's vehicle, such as, but not limited to, "Car Technology" or "Emergency Preparedness" lessons.

Curriculum for instruction is agreed upon with acceptance of these Terms and Conditions.

### **Guarantee Policy:**

PDS guarantees your satisfaction. If you have any questions or concerns about our service, please ask to speak with a manager by calling our offices at 888-978-7299. We will make it right.

PDS cannot guarantee that students will pass the DMV behind-the-wheel driving test.

### **Remediation Policy:**

No failure by PDS to perform any of its obligations hereunder shall be deemed a breach thereof, unless Student or Parent has given written notice of such failure to PDS and PDS does not cure such non-performance within thirty (30) days after receipt of such notice.

Students/Parents rights and remedies in the event of a breach or alleged breach of this Agreement by PDS shall be limited to Student/Parents, if any, to recover damages in an action at law and in no event shall Students/Parents be entitled by reason of any breach or alleged breach to enjoin, restrain or seek to enjoin or restrain the operations of PDS.

Any and all notices hereunder shall be in writing and shall be addressed to management of PDS by personal delivery or mail services at PDS business office address: 10909 Kinross Avenue, Los Angeles, CA 90024.

## **Cancellation Policy**

**Cancellation within less than 48 hours notice may be charged \$100 fee.**

**"Last Minute" cancellations (less than 2 hours prior to scheduled start time) may result in full lesson-fee forfeiture.**

**In the event of any cancellation within 48 hours of a student's scheduled lesson, students are HIGHLY encouraged to contact PDS.**