

# **ALWAYS FIRST DRIVING ACADEMY DRIVER EDUCATION CONTRACT**

This contract is made and entered into by and between Algar, Inc., d/b/a Always First Driving Academy, hereinafter called the "School"; and, \_\_\_\_\_ (the "student"), and \_\_\_\_\_ (the "parent/guardian"), hereinafter collectively called the "Student", for a course in driver education.

The School agrees to provide the following curriculum which is the entire driver education program, hereinafter called the "Program":

- 30 hours of driver education theory completed online through Alliance for Traffic Safety. A web page link and access code will be provided to the Student upon sign up.
- 6 hours of behind-the-wheel (BTW) instruction completed through Always First Driving Academy. The Student will be scheduled by their designated driving instructor and picked up for each drive time at a designated location and returned back to the designated location when finished.

The fee payable by the Student for the Program is based on the service that applies as outlined below:

- \$395 - 6 hours BTW and 30 hours of online program for Partnered schools.
- \$445 - 6 hours BTW and 30 hours of online program for non-Partnered schools.

The full amount is payable in advance and is due at the signing of this contract. A partial amount of \$100 will be accepted and the online program provided but BTW training will not be provided until the balance is fully satisfied.

The School and the Student agree to the following terms and conditions:

- BTW training is conducted by appointment only and the Student will be charged the regular School rate of thirty-five (\$35.00) dollars for any appointment he/she does not meet, unless the school is given at least twenty-four (24) hours' notice.
- There will be a fifty (\$50.00) dollar service charge on all returned checks.
- There is a fifty (\$50.00) dollar administrative fee for all approved refunds. (There is no refund if the Alliance for Traffic Safety code has been used.)
- A Completion of Driver Training School Certificate will not be issued until the Program has been completed.
- Once the Student has obtained their BMV issued permit the Student should contact the School at which point they will be assigned a driving instructor who will contact them to schedule the BTW sessions. The School cannot be held responsible for delays caused by mechanical failure, unsafe driving conditions due to bad weather, or any other reason over which it has no control. The School will give the Student as much notice as possible if any delay becomes necessary.
- The Student understands that certain hazards and risks are inherent in the operation of motor vehicles. The Student does hereby specifically assume all such risks as may be incurred in the normal operation of a motor vehicle during the course of instruction. Each vehicle is fully insured with liability coverage in the amount of one million (\$1,000,000.00) dollars. The Student does hereby fully and completely release the School, it's agents and employees, from any liability whatsoever, and from any and all claims or causes of action resulting or arising from any damage or injuries suffered by the Student during this Program or any extension thereof, to the extent that such claims shall not be covered by the School's insurance coverage. The Student does hereby further agree to indemnify and hold the School harmless from any claim made against it for any damage or injury suffered by any person, company, corporation or other entity, growing out of the Students operation of a school vehicle, or as a result of the Student's course of instruction, to the extent that such a claim isn't covered by the School's insurance coverage.
- The Student is expected to complete the training under the contract within three hundred and sixty-five (365) days. In the event a Student does not complete the training within the expected time frame, the contract shall terminate, and no refund will be given. If the Student experiences extenuating circumstances which prevent them from completing the training within the time period, they shall notify the School and provide an explanation in writing; and, the School may grant an extension of time at their sole discretion. In this event additional fees may apply. In the event the School is unable to complete the training within the time frame due to extenuating circumstances beyond their control, they will notify the Student and provide an expected time for completion; no additional fees will apply.
- The School does not guarantee that the Student will successfully pass the examinations given by the BMV upon completion of the Program. The School does agree to exert its best efforts in teaching the Student to meet the requirements of the examinations.
- Always First Driving Academy offers the Drivers Road Skills Test that allows the student to obtain their Indiana Driver's License at a cost of forty-five (\$45.00) dollars.
- If additional instruction or service is needed, please contact Always First Driving Academy at 812-288-7211.

This contract constitutes the entire agreement between the School and the Student and no verbal representations, assurances or promises not contained herein shall bind the School or the Student.

**Student Signature** \_\_\_\_\_ **Parent / Guardian** \_\_\_\_\_

**School Signature** \_\_\_\_\_ **Date** \_\_\_\_ / \_\_\_\_ / \_\_\_\_