



# COACH AL'S Driving School LLC

*"Building a Community of SAFE DRIVERS... for LIFE"*

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## Terms and Agreement

You agree to be bound by the conditions of the terms and agreement when accessing Coach Al's Driving School website, all applicable laws and regulations, and agree you are responsible for compliance with any applicable local laws. If you do not agree, you are prohibited from using or accessing the website.

### **1. Disclaimer**

The materials provided by Coach Al's Driving School website are provided "as is" making no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Coach Al's Driving School does not warrant or make any representations concerning the accuracy or reliability of the use of the materials on its internet web site or other social media linked to this website.

### **2. Limitations**

In no event shall Coach Al's Driving School or its suppliers be liable for any damages, (including, without limitation, damages for loss of data or profit, or due to business interruption), arising out of the use or inability to use the materials on Coach Al's Driving School's website, even if Coach Al's Driving School or authorized representative has been notified orally or in writing of the possibility of such damage. Some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages; thus, these limitations may not apply to you.

### **3. Revisions and Errata**

The materials appearing on Coach Al's Driving School website could include photographic errors, typographical, technical mistakes. Coach Al's Driving School does not warrant that any of the materials on the website are complete, current or accurate and may make changes or corrections to the materials on the website at any time without notice. Coach Al's Driving School does not make any commitment to update the materials.

### **4. Social Media Links**

Coach Al's Driving School has not reviewed all links to its website and not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Coach Al's Driving School of that website. Use of any such linked website is at the user's own risk.

### **5. Website Terms and Agreement Modifications**

Terms of use for Coach Al's Driving School website may be revised at any time without notice. By using this website, you are agreeing to be bound by the current version of the Terms and Agreement for Coach Al's Driving School.

## **6. Governing Law**

Any claim relating to Coach Al's Driving School website shall be governed by the laws of the State of New Mexico without regard to its conflict of law provisions.

### **Behind-the-Wheel Lessons (BTW) and Extra Fees**

Students will be charged a \$20 cancellation fee if the scheduled behind the wheel lesson is canceled within 12 hours of the start of BTW session. The student must have a valid permit with them for each and every time they drive. If the student is unable to present a valid permit at the start of the scheduled drive time, this is cause for the instructor to cancel the lesson and a \$20 cancellation fee will apply. Students who miss their BTW lesson are considered NO SHOWS and will be charged \$20 for the missed BTW appointment. Please be mindful that if student does not show up for their scheduled drive time, the student is taking away drive time and observation from another student in the vehicle. Due to the nature of picking up students for their BTW drive session, a driving instructor may be a few minutes early or a few minutes late. If we deem driving conditions unsafe, we will cancel the scheduled drive time (no charge to you).

BTW sessions usually have two or more teens in the vehicle together. There may be a time when your teen will be alone in the vehicle with an instructor. These times include:

- ✦ When the student is the first student picked up by the instructor for the BTW session and they are on their way to pick up the next student.
- ✦ When a student is the last one dropped off.
- ✦ When there is a late cancellation or a no-show of the partner BTW student. ✦ When the student has scheduled a private BTW session

### **Refund Policy:**

If you paid in advance for a private behind-the-wheel driving lesson, package classroom with behind-the-wheel session or a court referred driver improvement session for you or the student and wish to cancel, you can receive a full refund as long as you notify us at least one business day in advance of the scheduled lesson or class. You will need to call the office or email a request to cancel. Cancelling without notice of at least one business day prior to lesson or session will result in a \$35 fee.

If you or the student needs to withdraw from a package classroom with behind-the-wheel session once started, you will be charged a \$5 registration fee plus \$15 for each classroom session attended and \$45 for each hour of driving the student completed. Please discuss with instructor the reason for withdrawing and then call the office or email a request to cancel.

Keep in mind, if timing is a problem, you can always change the date of the lesson or class session to another date and apply your payment.

### **Privacy Policy**

Coach Al's Driving School is committed to conducting business practices to protect your privacy in accordance to the following principles in order to ensure your confidential personal information is protected and maintained.

- a. We will identify the purposes for which information is being collected before or at the time of collecting personal information.
- b. We will collect and use personal information solely for fulfilling those required specified purposes pertaining to the registered class, certification, licensing or other compatible purposes.
- c. We will retain personal information as long as necessary for the fulfillment of specified purposes and in accordance to mandated New Mexico statutes.
- d. We will collect only relevant, accurate, complete and up-to-date personal information for which it is to be used and to the extent necessary.

- e. We will protect personal information by reasonable security safeguards against loss, theft, unauthorized access, disclosure, copying use or modification.

**Winter Weather Driving Waiver**

I acknowledge driving during winter months may be subjected to weather conditions with adverse road conditions. Coach Al's Driving School does not follow school cancellations; thus, driving instruction will be held provided road conditions are safe enough to drive, keeping the safety of students and instructors a priority. I acknowledge and give permission for the student noted on the registration to drive in winter weather.

**Driving Partner Waiver**

I acknowledge circumstances will arise when the student noted on the registration will be alone with the driving instructor for a short period while driving to or from a location i.e. student is picked up or dropped off at a destination other than the assigned classroom location, other driving partners become ill and don't show, etc. I acknowledge and give permission for the student noted in this registration to drive when occasions should arise.

**Marketing Release**

I acknowledge and grant to Coach Al's Driving School, or anyone authorized by Coach Al's Driving School, all rights to record, edit, broadcast, or reproduce any portion of my personal appearance and/or that of the student noted on the registration, in any form but not limited to: audio, video, photographic, verbal, written, printed, electronic reproduction or distribution. I agree not to receive any form of compensation for said rights, now or in the future, and that anything of value received by Coach Al's Driving School, as a result of the appearance of myself and/or the student noted on the registration, will become the sole property of Coach Al's Driving School.

**Parent/Legal Guardian Signature (if student minor)**\_\_\_\_\_ **Date** \_\_\_\_\_

**Student Signature (18-years of age or more)**\_\_\_\_\_ **Date** \_\_\_\_\_