

303-469-4529

Welcome to Community Driving School. Our contract mainly refers to the customers who are completing a package with Community Driving School. However, if you are completing a written test or a driving test there are sections in this contract that refer to those tests. Please go to the corresponding section for information specific to the test you are taking. If you are a customer who has purchased a Starter Pack (these packages include behind the wheel lessons and the driving tests only) some of the scheduling guidelines maybe different then indicated in the contract. Example: if you purchased the two-week Starter Pack, you will have more than one drive per month.

Refunds/Course Expiration

- There are no refunds, full or partial for any PACKAGE.
- The Standard Pack is valid for two years from the date of registration.
- Driving TESTs should be cancelled at least two hours prior to the test.
- Two hour driving appointments must be cancelled no later than 24 hours before the two-hour drive or there will be a \$50.00 cancellation fee.
- Driving Test can be scheduled twice after the second appointment there will be a \$35.00 fee assessed.

Our Office Hours

Our regular office hours are 9:00 a.m. to 5:00 p.m. Monday through Friday.

Note: Any calls received on the weekend or after 5:00 p.m. on weekdays will be returned on the following business day.

IMPORTANT - Please make sure that you and your teen read the entire contract carefully to ensure that you and your teen have a good understanding of the course.

Standard Pack

Getting Started:

Now that your teen is registered with Community Driving School, he or she is eligible to begin attending classes or start their online program. Below are instructions for both the classroom and the online class. The state requires 30 hours of instruction, no matter if the student is using the online or the inclassroom course, they will complete the full 30 hours of instruction to pass the course.

<u>Classroom</u>

- Community Driving School's classroom is broken down into 4, 7.5-hour days (8:30 am 4:30 pm), with 30minute lunch break.
- Each day stands alone so the classes can be taken in any order, as close together, or as far apart as the student chooses.
- The class schedule, including dates and times, and topic covered are available on Learntodrivecolorado.com
- It is NOT required to schedule the day your student would like to take a class.
- When your student shows up for class, they will sign a class roster and sign their state class log.
- Community Driving School uses the roster, and the signed state log for class attendance.

Online Class

If you have purchased the online classroom, you will login into the student portal to begin the course. Please make sure you visit the Department of Motor Vehicle's website to get a pre-registration code for your student. The website is mydmv.colorado.gov.

- Must have a pre-registration code to begin course
- 30 hours logged in the program; IT DOES NOT MATTER IF THE STUDENT FINISHES BEFORE 30 HOURS.
- After the 30 hours have been completed the system will ask the student to take a final exam to complete the course. This is NOT the State of Colorado's written permit test.
- The student has THREE attempts to pass the test. The system will ask the student to wait 24 hours before taking the test again if they failed. Due to a State of Colorado rule, if the student fails three attempts, they must retake the 30-hour online program.
- Please speak with your student about this rule, if this was to happen the student would be responsible for any further charges incurred.
- After the 30 hours and the final exam is completed, the system will automatically submit that the student has passed the 30-hour class to the State of Colorado. This can take up to 48 hours from the time of completion.
- A certificate of completion will be emailed FROM the State of Colorado to the email that is associated with the pre-registration code.
- Go to Permit Testing section for more information about the permit test.

Coming to Class

Your teen will need to bring the following items to class:

- Notepad and pencil
- Lunch or money to go out to lunch.
- Pre-registration Number (this can be obtained by visiting <u>mydmv.colorado.gov</u>)
- Download Colorado Drivers Handbook from the following link; <u>https://www.colorado.gov/pacific/sites/default/files/DR2337.pdf</u>

It is our goal to provide the best learning environment possible for all our students by maintaining the following standards:

- Class starts promptly at 8:30 a.m. Please arrive to class on time.
- If the student is late to class they will have to attend a different class, as the State of Colorado tracks the time and every student must complete 30 hours.
- Talking is not permitted while class is in session.
- Cell phone use is not permitted during class. This is a State of Colorado rule, students will be asked to leave if they cannot follow this rule.
- Appropriate behavior is always expected when class is in session. Disrupting the learning environment will not be tolerated. If a student cannot control themselves, they will be asked to leave. No refund will be given.
- Any destruction of Community Driving School property will result in a fee and /or dismissal from class. No refund will be given.
- Disrespectful or inappropriate behavior will not be tolerated and will result in a student's immediate dismissal from the building.

Any violation of these rules may be result in dismissal from class without refund.

Permit Testing

Permit tests are completed Monday through Friday during regular business hours in the Lakewood and Golden locations. In Westminster permit testing is completed on Tuesday and Thursday at 4:00 pm. There is no need for an appointment to complete the permit test at any location. Those who would like to complete the permit test must be:

- Within 30 days of his or her 15th birthday or older*
- Has a Pre-registration number from the Department of Motor Vehicles
- Has downloaded and read the Colorado Drivers Handbook

Test Taking and Scoring

- There are 25 multiple-choice questions, and a student may miss 5 questions and still pass the test.
- A student that meets all the requirements may take the permit test 2 times on the same day to try and pass the test.
- If a student fails the permit test two times, then he or she must go to the DMV to take the test again or pay a \$35 fee to retake the test at the school.
- If a student misses half of the questions or more on the first attempt, then he or she must come back to the school on another day to take the test again. (This is required by the State of Colorado.)

Registering for the Permit at the DMV

- Once a student has completed the classes and passed the permit test, he or she will need to complete the process by visiting any Department of Motor Vehicles that issues Drivers Licenses.
- Once Community Driving School has submitted the exams to the State of Colorado, you will receive an email from the State of Colorado. The email will go to the email that was used with the pre-register code.

- The DMV will have record of your teen completing his or her classes and the results from the written test. This is only good for **180 days** from the time the class and the test were taken. Note if the class and test were completed on different days, they will have different expirations.
- Your teen must go to the DMV to obtain the physical permit.
- You will need to call the DMV or visit their website to find out which personal documents the DMV requires your teen to bring to obtain his or her permit. The DMV does not allow us to provide this information, per our contract with the State of Colorado, because the state may change the documentation requirements at any time.

Note: Your teen is NOT permitted to drive until they have been issued a Colorado Drivers Permit by the Department of Motor of Vehicles.

6 of Hours Behind-The-Wheel Driving Instruction

Now that your teen has obtained his or her permit, you may begin scheduling driving sessions. Your teen is required to have 6 hours of behind-the-wheel driving instruction (if under the age of 16 ½ years old) as mandated by the State of Colorado. There are absolutely NO exceptions.

Purpose

The 3 behind-the-wheel driving sessions are designed to do the following:

- Evaluate the progress your teen is making as a result of the driving practice time and instruction he or she is receiving from his or her parent or guardian during the state-required holding period.
- Practice good defensive driving habits.
- Prepare your teen for his or her driver's license test.

Note: Please make sure your teen exhibits basic control of a vehicle before your teen comes to his or her first 2-hour driving session.

Coming to Your Driving Sessions

- Your teen must bring his or her permit to the driving session.
- Your teen is required by law to have his or her permit with him or her while driving.
 Note: Colorado traffic law states that you may NOT drive using a photocopy or picture of the drivers permit
- Please be sure your teen arrives at the school on time for his or her driving session as driving sessions will end at their scheduled time.
- All driving sessions begin and end at the School.
- All driving sessions will be conducted in a car provided by the School.
- All the behind-the-wheel driving sessions will be conducted one-on-one with an instructor. **No additional passengers are allowed in the vehicle**.
- All driving instructors have passed a background check conducted by the Colorado Bureau of Investigations, which is approved by the Department of Driver Testing and Education for the State of Colorado.
- Any teen that is over the age of 16 years and 6 months old may elect to waive his or her 6 hours of driving time.

If your teen chooses to waive his or her driving time, then your teen will NOT be permitted to use his or her 6 hours of behind-the-wheel instruction after he or she has taken the driving test or pass this time to another member of the family.

Note: If your teen has a paper permit, please check the expiration date since a paper permit is usually only valid for 7 days from the date it is issued.

Scheduling Your Teen's Driving Sessions

The following instructions MUST be adhered to in order for your teen to obtain his or her driver's license ON TIME.

- Call to schedule your student's first drive within the first month of your teen receiving his or her permit.
- Driving sessions may be scheduled over the phone.
- Please have your teen's permit issue date and permit number available when scheduling.

* * * IMPORTANT * * *

In order to be fair to all of our students,

each student is only permitted to schedule

(1) driving session

during the 3-month period of (JUNE THROUGH AUGUST)

due to the high demand during summer break.

* * * THERE WILL BE NO EXCEPTIONS * *

Cancellations

A \$50 rescheduling fee shall apply to the following:

- Any student that cancels a scheduled driving session without giving 24hour notice. (A student who has a driving session scheduled after office hours must call before closing time at 5:00 p.m. the previous business day.)
- Any student who comes to a driving session without his or her permit.

Note: All driving sessions are subject to immediate cancellation due to inclement weather and/or adverse road conditions. Parents will be subsequently notified by the school and the driving session will be rescheduled.

Obtaining Your Teen's Driver's License - The Final Step

Requirements

Your teen will now be eligible to take the driver's license test if he or she:

- Has held his or her permit for 12 calendar months (from the date it was issued)
- Is at least 16 years old
- The test is included in the course and will be administered by the school at no additional cost. If student fails test they will need to purchase an additional driving test, \$75.00
- Per Colorado State Law, no driving tests will be conducted after dusk
- Upon passing the driver's license test, your teen must register at the DMV within 180 days from the date of the test. If 180 days pass and the test expired, your teen will need to retake the driver's license test and purchase an additional driving test for \$75.00 fee

Obtaining Colorado Drives License

- You can visit any Colorado Department of Motor Vehicles, who issues Drivers Licenses.
- You will need to call the DMV or visit their website to find out which personal documents the DMV requires your teen to bring to obtain his or her license. The DMV does not allow us to provide this information, per our contract with the State of Colorado, because the state may change the documentation requirements at any time.

Course Expiration/Refunds

This 36-hour course is valid for 2 years from the date your teen is registered.

The 30-hour course MUST be completed within six months from the first date of attendance.

There are no refunds, full or partial.

Sign and Release Form

The following was agreed upon at time of registration

AGREEMENT FOR DRIVER'S EDUCATION PROGRAM

THIS AGREEMENT FOR DRIVER'S EDUCATION PROGRAM (this "<u>Agreement</u>") is made as of ______ day of ______, 20____, by and between ______ (Participant or Participant's Parent or Legal Guardian), whose address is ______ For _____ ("<u>Student</u>") and 4TAlliance Ltd, DBA Community Driving School, DBA Learn to Drive Colorado and affiliates, a Colorado Corporation, ("<u>Instructor</u>").

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. <u>Scope of Services</u>. Instructor hereby agrees to provide Participant with either

Complete 36 Hour Course- 30 hours of classroom or Internet instruction, Permit Test (2 attempts), 6 hours of behind-the-wheel instruction and a single Driver's License Test designed to meet the requirements of the State of Colorado ("<u>Driver's Education Program</u>"). **Initials_____**

Complete EDAP Course- 4 hours of classroom or Internet instruction, Permit Test (2 Attempts), 6 hours of behind-the-wheel instruction and a single Driver's License Test designed to meet the requirements of the State of Colorado ("<u>Driver's Education Program</u>"). **Initials_____**

6 Hours of Behind-the-Wheel Instruction- 6 hours of behind-the-wheel instruction and a single Driver's License Test designed to meet the requirements of the State of Colorado ("<u>Driver's Education Program</u>"). **Initials_____**

*Contract shall extend for at least 2 years from the date of registration. Failure to complete the Behind-the Wheel instruction by student within 730 days of registration constitutes a breach of contract by the student and all fees paid to the school shall be non-refundable.

2. <u>Payment</u>. Student agrees to pay for the Driver's Education Program, due prior to the start of Instruction.

3. <u>Code of Conduct</u>. The Code of Conduct attached hereto as <u>Addendum I</u> 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 Instructor shall be non-refundable.

4. <u>Termination</u>. 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 Community Driving School 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. <u>Insurance</u>. Instructor 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.

6. <u>Limitation of Liability</u>. Instructor 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 Instructor under this Agreement shall be limited to the total payments made for the Driver's Education Program.

7. <u>Notices</u>. 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.

8. <u>Assignment</u>. The Student shall have no right to assign its respective rights and obligations under this Agreement, without prior written consent of the Instructor.

9. <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

10. <u>Amendments</u>. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

- 11. <u>Severability</u>. 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.
- 12. <u>Cancelation Fees.</u> A cancelation fee of \$50 will be charged for any cancelation of classes or Behind the Wheel lessons with less than 24 hours notice. This fee will be collected prior to the next lesson being 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 24 hours in advance.
 - ii. Forget to bring your permit or your license to your driving lesson.
 - iii. Show up more than 15 minutes late for your Behind the Wheel lesson. Initials_____

"This agreement constitutes the entire contract between the school and student, and any verbal assurances or promises not contained herein are not binding on the school or the student."

Upon acceptance and signing of this contract, parents, guardians, and students agree to indemnify and hold harmless Community Driving School for any liabilities, personal injury, loss of property, or death that may occur inside or outside the classroom or during in-vehicle instruction provided by Community Driving School.

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

STUDENT:

Participant or Participant's Legal Guardian

For__

(Name of Participant if under the age of 18)

INSTRUCTOR: 4T Alliance Ltd, DBA Community Driving School

R _v	•
Dν	

Dy		 	
Name:			
Title:	President		

ADDENDUM I

CODE OF CONDUCT

- 1. Proper attire must be worn at all times.
- Improper language will not be tolerated in the classroom.
- 3. Cell phone use is not permitted during class.
- 4. Conversations in the classroom must be limited to answering questions by the instructor, unless we are working on a group project.
- 5. No smoking in the facility or within 50' of the facility.
- 6. Provide 24-hour notice if you need to cancel or reschedule your behind the wheel driving lesson. Late cancellations will result in a rescheduling fee.