



911 Driving School Westminster Terms of Service Contract

Welcome to 911 Driving School in Westminster! We look forward to working with you! Please read through our Terms of Service and do not hesitate to contact us with any questions. Depending on your course, program, lesson or test enrollment, not all terms will be applicable.

Purpose. By enrolling in 911 Driving School Westminster, located at 9100 W, 100th Ave, Suite B4, Westminster, CO. 80021 (herein referred to as School), Enrolling Student (herein referred to as Student) is agreeing to the following terms and conditions set forth by the School. The purpose of this contract is to ensure both the School and Student are informed and adhere to the terms set forth in this contract.

Definitions. The following common terms are used in this contract and have been defined to assist Students:

1. Classroom: Program where Student attends a class within the School Classroom
2. Behind The Wheel: Private driving lessons occurring in a vehicle
3. School: 911 Driving School Westminster located at 9100 W. 100th Ave, B4, Westminster, CO. 80021
4. Student: The individual enrolled in a course or program offered by School, includes parent/guardian if the Student is a minor (under 18 years old).
5. Instructor: Staff employed by 911 Driving School, includes admin staff and non-teaching staff
6. Prior Student: A Student who completed 911 Driving School classroom or behind the wheel program/package. Does not include Students enrolled in Drive Tests, Evaluation Drives or other courses.

Relationship. Student has enrolled in a course or program, offered by School, of their own free-will and at their own discretion. Student voluntarily accepts a business to consumer relationship as Student and School with the School. Student agrees they are not forced, obligated or under duress to enroll in School and School agrees to enter into the Student and School relationship freely with the Student.

Payment. Payments for all programs are due at time of enrollment, unless otherwise agreed to by School. School accepts the following payment methods: Credit Card, Debit Card, Check, Cash. Any payment returned will be subject to a \$25 returned payment fee. Balances due beyond 45 calendar days may be subject to additional fees and account may be subject to assignment of a licensed collection agency.

Fee Schedule. The following is the fee schedule for all students enrolled in a 911 Driving School Westminster course, program, test or lesson. This policy is subject to change.

1. **Late/Reschedule Fees:** Our instructors work on an appointment only basis, therefore, we have the following policies for late show and lesson/test reschedules as we must compensate our instructors for their time. **Behind The Wheel Lesson Late/Reschedule:** Any student who is 10 minutes or more late for a pre-scheduled drive will have their lesson cancelled and rescheduled for the next available lesson time and is subject to a \$50 late/reschedule fee. **Forgotten/Missing Permit:** Any student who forgets to bring their required valid permit (physical or MyColorado App - no copies or pictures allowed) to their pre-scheduled drive lesson or test will have their lesson cancelled and rescheduled for the next available lesson time and will be subject to a \$50 reschedule fee, it is a State requirement to have permit with you. **Driving Test Late/Reschedule:** Any student who is 5 minutes or more late or fails to bring proper documentation to a pre-scheduled driving test will have their test cancelled and rescheduled for the next available testing time and is subject to a \$25 cancellation fee. **Classroom Reschedule:** Any student who reschedules their classroom start date 5 days or less prior to enrolled class start date will be charged a \$50 Administrative fee.
2. **Cancellation/No-Show Fees:** We have limited classroom space and our instructors work on an appointment only basis, therefore, we have the following policies for cancellations. **Classroom Cancellation/No Show:** Any student that cancels a classroom enrollment more than 5 days in advance of the classroom start date will get a refund, minus a \$50 administrative fee. Students that cancel 5 days or less prior to the enrolled class start date will receive a 50% refund of the course cost. **Behind The Wheel Lesson Cancellation/No Show:** Any student who cancels a pre-scheduled drive with less than 24 hours' notice is subject to a \$50 cancellation fee. Students who enrolled in a Behind The Wheel Package separate from the Classroom or Complete Teen Package are not eligible for a refund after the

Student has completed the first lesson. **Driving Test Cancellation/No Show:** Any student who cancels or fails to show for a pre-scheduled driving test with less than 24 hours' notice is subject to a \$25 cancellation fee.

3. **Program Change Fee:** School will charge a \$50 administrative fee if Student changes courses, course type or programs after enrollment. This includes Student enrollment changes from online courses to classroom courses.
4. **Refund Administrative Fee:** All refunds will be assessed a \$50 Administrative fee.
5. **Adverse Weather:** Cancellations, Late Shows & Reschedules due to adverse weather do not apply, see our Adverse Weather Driving Policy on our website.
6. **Fee Collection:** All fees are required to be paid in full prior to scheduling or rescheduling a drive.

Course & Program Costs. School offers many different courses and programs. The current cost for enrollment into a course or program, as of the date of this contract, is as follows:

Teen Driving Courses & Programs:

1. Teen Classroom with Permit Test Package: Varies course by course, see enrollment information.
2. The Complete Teen Package: Varies course by course, see enrollment information.
3. 6 Hour Behind The Wheel Package: Varies course by course, see enrollment information.
4. Colorado Driver's License Road Test: Varies course by course, see enrollment information.

Adult Driving Courses & Programs:

1. 1 Hour Evaluation Drive: Varies course by course, see enrollment information.
2. 3/6/10 Hour Behind The Wheel Packages: Varies course by course, see enrollment information.
3. Colorado Driver's License Road Test: Varies course by course, see enrollment information.
4. Advanced/Defensive Driving Courses: Varies course by course, see enrollment information.

Additional Teen and Adult driving courses may be offered from time to time without being updated in this agreement. All course prices are subject to change without prior notice or updating in this agreement.

Retest Fee. Students who do not successfully pass their initial attempt at the Colorado Driver's License Road Test will be charged a retest fee of \$50 per attempt to offset the cost of the additional expense to retest. School does not charge a retest fee for the Written Permit Test.

Attendance Requirement. Due to compliance with The State of Colorado, School enforces the following attendance policies, based on the following course or program:

1. **Teen Driver's Education Classroom:** Classes generally begin at 8:00 AM and end at 4:00 PM. It is the responsibility of the Student to track attendance and contact the office to reschedule missed or tardy class dates. Students must arrive and sign in before 8:00 AM and should be picked up at 4:00 PM. Students must be 14 years & 6 months old before starting the class. Testing is administered after the student has completed the required 30 hour classroom program if the student is at least 14 years and 11 months. Student's younger than 14 years and 11 months can be scheduled for a later testing date when they are eligible to test.
Lunch: Students receive 30 minutes for lunch, 11:30-12 Noon. Students may bring their lunch or they can go out to nearby location. Food & drink is allowed inside the classroom. Important: Certificate of Completion for passing the Written Permit Test is only valid by The State of Colorado for six (6) months from the date of issuance. Certificate of Completions that expire are invalidated by The State of Colorado and the Student must retake the Teen Driver's Education Classroom and Written Permit Test again. Students will be charged 50% of the original cost for the class to retake the course and test.
2. **Behind the Wheel Drives:** All Behind The Wheel Lessons are by appointment only. Lessons are conducted in our State approved vehicles only (Interlock Student Exempted). Please arrive 5 minutes in advance of your scheduled lesson and make sure you have your permit or license with you (State Requirement). You may schedule drives online using the student portal or by calling the office. Students are required to complete their behind the wheel lessons within 365 days of passing their Written Permit Test or date of enrollment in the Behind The Wheel Package, whichever is longer. Instructor may not provide behind-the-wheel training to more than one individual student per session and ride-alongs by parents/guardians is prohibited (special exceptions allowed case by case). Students are recommended scheduling Behind The Wheel lessons in two-hour lessons, spread out over the course of the 365 day period. School cannot guarantee package completion within the 365 days if lessons are not scheduled until close to the end of the 365 period. 1-hour lessons are available only on 3 Hour Behind The Wheel packages, or on a case by case circumstance.

3. **Teen Online Class:** A separate link, user name and password will be sent to you after we receive your student's registration. If you register outside of normal business hours the information will be sent the next business day. Once your student has successfully completed the 30-hour online class, and School receives notice of completion, School will then provide the State Certificate of Completion. Permit testing is administered after the student has completed the required 30 hour online program, and by appointment only in our office. Student must be at least 14 years and 11 months to take Written Permit Test. Student's younger than 14 years and 11 months can be scheduled for a later testing date when they are eligible to test. Technical assistance for the online program can be found during normal business hours at Baron Education online support at 720-544-3462. Important: Certificate of Completion for passing the Written Permit Test is only valid by The State of Colorado for six (6) months from the date of issuance. Certificate of Completions that expire are invalidated by The State of Colorado and the Student must retake the Teen Driver's Education Classroom and Written Permit Test again. Students will be charged 50% of the original cost for the class to retake the course and test.
4. **Driver's License Road Test:** Students under the age of 18 years old are eligible to take the Driver's License Road test after they hold their permit for 12 months, log 50 hours (40 day & 10 night) driving with a parent/guardian and complete 6 hours of Behind The Wheel training with an instructor if under 16 years & 6 months old. Students 18 years old and older must have a valid State of Colorado Instruction or Testing Permit on their person at the time of testing. Driver's license road tests are only conducted in our State approved vehicle, except Interlock Students. Interlock Students must provide School with proof of current registration and valid insurance on the vehicle and the vehicle will be inspected to meet basic Colorado vehicle safety standards. There are no refunds for a failed test and there is a fee for a re-test. Re-tests can take place the next business day depending on our testing schedule, per Colorado regulation.

Student Responsibilities & Conduct. Students enrolled in a School course or program are responsible for completing their course or program as enrolled. It is the responsibility of the Student to track their progress, time commitments, and completion of enrolled courses or programs. Students are responsible for understanding and following all policies set forth by the School.

Students agree to follow the School Code Of Conduct:

1. Students will not lie, cheat or steal; nor tolerate those who do.
2. Students will refrain from using language offensive to others (profanity).
3. Students will attend all classes and lessons in appropriate, comfortable clothing. The following clothing is prohibited for wear by any Student during classes or lessons at School:
 - a. Clothing that exposes genital areas, including buttocks and cleavage
 - b. Clothing with profanity, sexually suggestive images/text or offensive messages
4. Students will not be disruptive to the learning process of their peers in a classroom setting.
5. Students will be respectful to their Instructors and follow all rules set forth by the Instructors.
6. Cellphone use during class or driving lessons is prohibited and may result in loss of cellphone during class/lesson.
7. Students will be respectful of differing positions or point of views during class discussions.
8. Students will treat all other Students, Staff, Instructors & Visitors in a manner they wish to be treated themselves.
9. Students will not damage School property, including tables, chairs, learning tools, or training vehicles.

Students who violate the Student Code of Conduct may be removed from the class or lesson and may be asked to leave the School without completion of the course, program or lesson. No refunds or credits will be given.

Student Identification. Students enrolled in School must use and be referred to using their Legal Name that will be issued on their Colorado Driver's Instructional Permit or Colorado Driver's License. Students may not enroll in a course or program, or be referred to by School staff, using any other name. This includes nicknames and alternate names. Students may request to be referred to by their legal first, middle or last names or a shortened version of their legal name. This is for liability and compliance reasons. Students are required to present, and have validated by School, their Colorado Instructional/Testing Permit at the beginning of each Behind The Wheel lesson. Paper copies and pictures are not allowed. Permits must be the physical issued permit by The State of Colorado or on the State of Colorado MyColorado app only.

Compliance. School is approved and certified by The State of Colorado as a Colorado Driver Education Provider and Testing Center. School is required to adhere to all policies, regulations and laws governing Driver's Education and Testing. School must always follow the State of Colorado Driver's Education policies, regulations and laws.

Confidentiality. School materials, lessons, presentations, hand-outs, study sheets and testing materials are property of School and may not be copied, distributed, sold or given to any third-party without written consent of School.

Term. This contract is valid beginning the date of Student enrollment and terminates automatically 365 days from date of enrollment. Exception: Students enrolled in a School program requiring Student to complete and pass a Written Permit Test extends the expiration of the contract to 365 from the date of passing the Written Permit Test administered by School. All enrolled courses, programs and lessons expire at the end of the contract period and no refunds/credits will be applicable. Exceptions may be granted for valid case by case situations determined by School.

Liability/Indemnification. Student, including their parents/guardians/heirs, agree to hold harmless School in the event of injury while participating in a course or program. Student agrees to indemnify School for any loss or injury, whether caused by Student, School or a Third-Party while Student is involved in a School course, program or lesson.

Waiver. School may or may not enforce parts of this contract on a case by case situation, at the Schools discretion, and does not waive any part of this contract as unenforceable in any way as a result.

Dispute Resolution. In the event a dispute shall arise between the Student and School to this contract or the service provided, and cannot be resolved without a third-party, the Student and School agree to participate in at least four hours of mediation in accordance with mediation industry standards. The Student and School agree to share equally in the costs of the mediation. Mediation provider may be agreed upon mutually by both the Student and School. If mediation provider cannot be agreed up, School will decide on the mediation provider.

Representations & Warranties: School will not guarantee successful completion by a Student of any course, program or lesson. School cannot guarantee Students passing of any course, program, lesson or test. School will ensure every measure in providing the course, program or lesson to the best of it's abilities and the abilities of the School Instructors.

Force Majeure. If by reason of Force Majeure, either Student or School shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Severability. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Colorado and in compliance with The State of Colorado Department of Revenue Driver Testing And Education Compliance Department without giving effect to its principle or rules of conflicts of laws. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court of Jefferson County, Colorado, and each of the parties hereby submits irrevocably to the exclusive jurisdiction of such court.

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

By enrolling in any 911 Driving School Westminster course, program, lesson or test, your signature is implied stating you understand and agree with the above Terms of Service Contract.