



## **STUDENT EDUCATIONAL SERVICES AGREEMENT**

**Welcome to 911 Driving School in Westminister! We look forward to working with you! Please read through our Services Agreement 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 any course, program, lesson, or testing service offered by 911 Driving School Westminister ("School"), located at 9100 W. 100th Ave, Suite B-4, Westminister, Colorado 80021, the Student and/or Parent/Guardian agrees to the terms and conditions set forth in this Student Educational Services Agreement.

**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 Westminister located at 9100 W. 100<sup>th</sup> Ave, B4, Westminister, CO. 80021
4. **Student:** The individual enrolled in a course or program offered by School. If the Student is under the age of 18, the parent or legal guardian enrolling the student agrees to all terms of this Agreement and accepts financial and legal responsibility on behalf of the minor student.
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. Any chargeback initiated by a Student or Parent/Guardian for services already rendered or scheduled in accordance with this Agreement may result in immediate suspension of services until the dispute is resolved. Student agrees not to initiate payment disputes without first contacting School to attempt resolution.

**Fee Schedule.** The following is the fee schedule for all students enrolled in a 911 Driving School Westminister 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 fails to bring their required valid permit (physical id card only) 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 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 15 days in advance of the classroom start date will get a refund, minus a \$50 administrative fee. Students that cancel 15 days to 5 days prior to the enrolled class start date will receive a 50% refund of the course cost. Students that cancel 5 days or less prior to the enrolled class start date will not receive a 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.

**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. This fee is addition to any fees assessed by The State of Colorado Department of Motor Vehicles.

**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. One hour lessons are available only on 3 Hour Behind The Wheel packages, or on a case by case circumstance as allowed by School.
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.

School cannot guarantee appointment availability if students delay scheduling lessons. Students are strongly encouraged to schedule driving lessons shortly after enrollment to ensure availability.

**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. Student agrees not to initiate payment disputes without first contacting School to attempt resolution.

**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.

**Photo, Audio, Video.** Students may not record video, audio, or take photographs during any class, lesson, or testing session without prior permission from the School. From time to time, the School may take photographs, audio recordings, or video recordings for training, documentation, or promotional purposes. Parents or students who do not wish to be photographed or recorded must notify the School in writing at the time of enrollment and prior to the student's first day of attending any course, class, or lesson.

**Course Content Notice.** All courses strictly follow the requirements and approval of The State of Colorado rules and regulations. Courses are exclusively taught by active and former Law Enforcement Officers and Firefighters/EMTs. Some course materials—including topics, videos, language or discussions—may contain sensitive, vulgar or graphic subject matter or wording. Students will be given the option to temporarily step out of the classroom during these portions of instruction. All content will be delivered in a professional manner and is essential to the educational objectives of the course by our Instructors.

**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 and test. Paper copies and pictures are not allowed. Permits must be the physical issued permit by The State of Colorado.

**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. 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. If a student fails to complete the program during this time, they must reenroll in a course program that will meet the completion requirements and will be offered a 50% discount on the program cost for reenrollment.

**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 and Parent/Guardian acknowledge that participation in driver training involves inherent risks associated with operating motor vehicles. Student agrees to follow all instructions given by the Instructor. School maintains appropriate insurance coverage as required by Colorado law. Student agrees to hold School harmless for injuries resulting from ordinary risks associated with driver training activities.

**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 Schools 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.

In the event that Colorado state law or Department of Revenue regulations change, School reserves the right to modify policies to remain compliant with state requirements.

**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.