**Joyners Driving Improvement School LLC‐ Driver Education Contract**

This contract is made and entered into by and between Joyners Driving Improvement School LLC, hereinafter called the School and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the Student, for a course in driver education. The School agrees to provide the following:

\_\_\_\_\_\_hours for 3Time failure for Students 19yrs and older

\_\_\_\_\_\_Hours of Classroom for learner’s permit/3 Time failure under 18yrs old

\_\_\_\_\_\_Hours of Behind the Wheel Instruction

The fee payable for the course is $\_\_\_\_\_\_\_\_\_\_, which the sum of $\_\_\_\_\_\_\_\_\_\_ is payable in advance, with a balance due of $\_\_\_\_\_\_\_\_\_\_ (full payment) before student is scheduled to drive.

1. The School and the Student/Parent/Guardian agree to the following terms and conditions:

2. All fees for behind the wheel instruction are payable in advance.

Behind the wheel instruction is conducted by appointment only and the Student will be charged a rate of thirty ($30.00) dollars service charge for any appointment he/she does not meet, unless the school is given at least twenty‐four (24) hour’s notice.

3. There will be a thirty five ($35.00) dollar service charge on all returned checks.

4. There is a fifty ($50.00) dollar administrative fee for all approved refunds.

5. All books and educational supplies are the property of the school and must be returned, in good condition, at the completion of the course when appropriate.

6. No Certificate for Completion will be issued until all fees have been PAID IN FULL.

7. The School will complete the course in a reasonable length of time. However it 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 (or foreseen).

8.The Student understands that certain hazards and risks are inherent in the operation of motor vehicles. The Student does hereby specifically assume all risks as may be incurred in the normal operation of a motor vehicle during the course instruction. All vehicles are fully covered with Liability insurance.

 **The student hereby FULLY and COMPLETELY releases the School, its yagents 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 course or any extension thereof, to the extent that such claims shall not be covered by the School's insurance coverage. The Student hereby further agrees 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 Student's 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.**

9. The fees set out herein are guaranteed for ninety (30) days from the date of this contract.

10. **The School cannot and does not guarantee that the Student will successfully pass the examination given by the Division of Motor Vehicles upon the completion of the course. The School does agree to exert its best efforts in teaching the Student to meet the requirements of the examinations.**

11.If ADDITIONAL instruction or service is provided AFTER the conclusion of the course described herein is completed, the fees will be:

A. Additional classroom instruction:

\_\_ $150 (4hr) session\_\_\_\_\_\_\_\_ per lesson.

B. Additional behind the wheel instruction:

 \_\_\_ $50hr 2hr minimum\_\_\_\_\_\_\_\_ per lesson.

12. This contract constitutes the entire agreement between the School and the Student and no verbal, assurances or promises not contained herein shall bind the School nor the Student.

13.**The School will not refund any tuition monies or any part thereof when actual services have been rendered.**

14.This School is licensed by the State of Virginia , Department of Motor Vehicles.

Student Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_

Parent/Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_

School Official Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_