



DRIVE SAFE. DRIVE SMART. IT'S ALL ABOUT YOUR ATTITUDE!

## **TERMS and CONDITIONS**

This document serves as a binding student contract between student \_\_\_\_\_ and Advanced Driving Solutions, LLC.

IT IS IMPORTANT THAT YOU CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE REGISTERING FOR ONE OF OUR CLASSES OR PROGRAMS. This Agreement is between you and ADVANCED DRIVING SOLUTIONS, LLC, hereby referred to as the "Company". By signing the last page of this document and returning it to the Company, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF THE BINDING TERMS OF THIS AGREEMENT. You also acknowledge that you are the parent or legal guardian of the student or that you are at least 18 years of age.

### **Parental Consent**

The parent/guardian of the student hereby agrees to allow their son/daughter to take part in one-on-one driving consultation session with the Company, accompanied with certified Driving Coach, and partake in all of the mandatory curriculum and courses that correspond with the program in which the student is enrolled.

### **Paperwork**

All paperwork must be filled out prior to a student beginning their program, using the true legal name of the student that matches the student's Driver's License. Please have the student's Driver's License available at all times; during the first lesson, the Driving Coach is required to make a copy (photograph) for the Company record. Paperwork with signatures must be received before lessons begin.

### **Cancellation and No-Show Fee**

Cancellations may be done within 24 hours of prior notice. If a student does not show up to his/her session, he/she will be charged a no-show fee that will be paid before the next session begins. The no-show fee will be applied for missed appointments. Driving Coaches will make all reasonable attempts to contact student and wait 15 minutes before considering the student a no-show. There will be no exceptions. If the Driving Coach has waited 15 minutes, and has tried but unsuccessful to contact the student, they will leave the pick-up site, and the student will be charged the no-show fee, and will have to reschedule their lesson.

### **Driver's License / Learner Driver's License**

*This is a requirement of Florida law. No exceptions will be made for allowing violation of law.*

A student who holds a Driver's License or Learner's Drivers' License **must have** the original Licensure card (photocopy is not permitted) with them for their session or else the lesson will be forfeited and the no-show fee will be charged to the student.



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### **Geographical Restrictions**

It is the parent/guardian/student's responsibility to ensure that each program they sign up for is geographically within the Company's serviceable area. If a student wishes to be picked up outside of the Company's reachable area, then he/she must consult the Company in advance. An additional surcharge may be incurred for the additional traveling expenses, and that charge will be determined by the Company, in its sole discretion, on a case-by-case basis.

### **Rescheduling Appointments**

The Company, in its sole discretion, reserves the right to reschedule a student's appointment based on Driving Coach availability for any of our services. Due to unforeseen circumstances such as traffic, the Driving Coach may show up late for the scheduled driving lesson. The Driving Coach might also have an illness or a sudden emergency and, therefore, the Company might have to reschedule a driving lesson appointment at the last moment. Keep in mind that the Driving Coach will still conduct the full driving lesson if the Driving Coach arrives late for the appointment. The Company will notify the student as soon as possible when any of these circumstances arise, and the student will not be charged to reschedule the lesson if needed. If the student needs to reschedule a lesson, he/she must notify the Company 24 hours prior to their appointment time. If the student does not notify the Company he/she shall forfeit the lesson payment and or will be charged a no-show fee equal to the lesson fee for the scheduled appointment.

### **Changing a Pick-Up/Drop-Off Location**

The student may request a change to their pick-up and drop-off location, with parental consent, for a behind-the-wheel consultation, but it must be within the Company's geographical limitations, must be approved 24 hours, and approved by the company before their behind-the-wheel lesson. The Company has the right, within its sole discretion, to deny any new pick up/drop off location that interferes with scheduling.

### **Vehicles**

All Company vehicles will be kept up to date with current registration, regular services, and all necessary repairs. All necessary safety precautions will be taken before the student gets in a Company vehicle for his/her lessons. Should something happen to any Company vehicle which affects its safety or mechanical operation immediately prior to and/or during a lesson, the Company will, at its sole discretion, either reschedule a pro-rated lesson or schedule another lesson at no cost to the student on a case-by-case basis.

### **Personal Vehicle Use**

The Company may, at the discretion of the Company, allow the use of a personal vehicle for a portion of training and consultation. This agreement shall be deemed as a Waiver of Liability for the Company between the student, registered owner and/or parent of the student.



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All State of Florida financial responsibility laws shall be in effect at the student's expense prior to any use of a personal vehicle.

The Company reserves the right inspect such policy and to refuse the use of the personal vehicle if the vehicle does not meet Florida Statutes regarding proper vehicle equipment, registration and safety protocol. A liability form must be completed, prior to any use of the client's vehicle.

### **Student's Physical and Mental Condition**

It is the responsibility of the student and/or his/her parent/guardian(s) to notify the company if there are any physical, mental or other conditions that can affect the student's ability to drive safety. The student/parent/guardian must notify the Company if there is any kind of medication that can affect the student's ability to drive safely. It is similarly the student and parent/guardian's responsibility to check if any medications affect the student's driving abilities, which includes heavy machinery. Parents of students with learning disabilities are required to disclose these conditions and share student's Individual Learning Plan with the Company prior to start of behind-the-wheel lessons to contribute to the safety of both student and Driving Coach. All information remains **strictly confidential**.

### **Safety Behind The Wheel**

The Company and its Driving Coaches reserve the right to stop a lesson at any time due to the student's reckless and/or careless driving or unsafe conditions. Driving Coaches may take control of the car at any point during a lesson if they feel that the driver is unable to complete the lesson safely. If a lesson has to be discontinued for any of these reasons, the lesson will be forfeited and the student may reschedule a lesson at his/her expense.

### **Behavior**

The student must, at all times, act in a mature, respectful and appropriate manner during behind-the-wheel lessons, classroom sessions and/or workshops. Any behavior the Driving Coach and the Company deems inappropriate and/or disruptive to the learning process can result in student expulsion. In the case of an expulsion, no refunds will be given. There will be no exceptions. The Driving Coach will give two (2) warnings before expelling the student. The use of cellular phones or other electronic devices by the student is prohibited during the lesson. The Driving Coach shall enforce this matter.

### **Cognitive Awareness**

The student agrees that he/she will not be under the influence of alcohol, illegal substances, or any other intoxicants or legal drugs including prescription medication which might induce sleepiness, nervousness, or other condition which could adversely affect his/her ability to drive an automobile or understand and comply with oral or written directions regarding the use of an automobile while participating in the program.



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### **Eyesight**

The student agrees that his/her eyesight will be sufficient for the purposes of carefully and cautiously driving an automobile and sufficient for him/her to read and understand ordinary road signs. If he/she has received a prescription for eye wear to be used to correct any eyesight deficiency which could adversely affect his/her driving ability, the prescribed eye wear will be worn throughout participation in the program.

### **Guarantee or Warranty**

THE COMPANY DOES NOT PROMISE, WARRANT, OR GUARANTEE THAT ANY OF ITS STUDENTS THAT THEY WILL NOT GET INTO ANY AUTOMOBILE CRASHES WHILE TAKING PART IN ANY BEHIND-THE-WHEEL TRAINING CONSULTATIONS. The driving Coach will do all that is possible to try and prevent or minimize collision potential but offers no guarantee. To the fullest extent allowed by law, the Company disclaims any and all express and/or implied warranties related to its program, methods, processes and/or curriculum.

### **Refunds**

The Company will not issue refunds once the student begins his/her behind-the-wheel lessons. The Company, however, reserves the right to issue refunds or reschedule lessons in extraordinary circumstances and on a case-by-case basis only. All refund requests must be made in writing and include the specific reason(s) for the requested refund and, only if accepted and approved by The Company management, a refund will be issued to the student on a pro-rated basis.

### **Change of Program and/or Instructors**

The Company reserves the right, in its sole and absolute discretion, to change, alter, modify and/or terminate its program or coaches or any portion thereof at any time as it deems necessary, or essential.

### **Release and Waiver**

The student and his/her parent/guardian hereby release, waive, and discharge all claims and potential claims against, and covenants not to sue the Company, its parent, subsidiaries, affiliated entities, officers, employees, agents and facilities with respect to any damages, injuries or losses of any kind to the student or any vehicle or any property damage or loss to any other party arising in connection with the student's enrollment and participation in the Company curriculum, programs and training sessions and the student's operation of any Company vehicles.



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### **Personal Property**

The Company is not liable for anything left in the Company vehicles by the students. Each student needs to keep track of his/her personal belongings when in the Company vehicles. All reasonable attempts by the Company will be made to locate the owner. Any property left behind will be held for thirty days to claim. After thirty days, the Company reserves the right to maintain or dispose of the property at the discretion of the Company.

### **Driving Coach Development/Shadowing**

As part of our ongoing Driving Coach skill development and commitment to our level of quality and service through our lesson delivery, the Company Driving Coaches may periodically shadow one another's lessons. During the course of a student's behind-the-wheel training with the Company, there may be a second Driving Coach present in the vehicle as a silent partner observing the lesson. If the lesson is in the personal vehicle of the client, the client must provide permission in advance to allow such observation and or training to take place.

### **Additional Passengers**

The Company has a practice of one student and one Coach in the vehicle for safe operation and instruction.

### **Filming**

Both the parent/guardian and student consent to the student being filmed during lessons. Each Company vehicle *may* be equipped with an external and/or internal video camera to record the operation of the vehicle. The purpose of these cameras is for safety, and insurance guidelines. Videos or photographs that show students faces will not be distributed externally without prior consent.

### **Media**

~~In consideration of my appearance or engagement on camera, I hereby grant the Company and those acting with its authority and permission the right to copyright, use and reuse pictures of me or the student or materials in which I may be included, in whole, part or composite, without restriction as to changes, alterations in character or form, or reproductions thereof in any media for art, factual documentary value or any other purpose. I hereby release, discharge and agree to hold harmless the Company, its representatives or assigns and all persons acting under permission or authority from any liability by virtue of blurring, alteration, optical illusion or use in composite form that may occur during the taping, filming or photographing of my or my child's likeness or image in any subsequent processing.~~

### **Outstanding Fees**

All outstanding fees must be paid prior to the next lesson.



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**Danger**

UNDERSTAND THAT TEACHING STUDENTS TO DRIVE IS DANGEROUS AND FLUID. THE DRIVING COACH WILL TAKE EVERY PRECAUTION AVAILABLE TO KEEP THE STUDENT AND VEHICLE SAFE. HOWEVER, THE STUDENT IS IN CONTROL OF THE VEHICLE, AND ULTIMATELY RESPONSIBLE FOR ANYTHING THAT HAPPENS. UNDERSTAND THAT ACCIDENTS ARE ALWAYS A DISTINCT POSSIBILITY.

**Terms and Conditions Acknowledgement**

**I warrant that I am the consenting adult or am of legal age and have the right to contract in my own name or the name of my child. I have read the above release and am familiar with its content.**

The undersigned agrees and understands all of the above terms laid out in this agreement. The Undersigned hereby further represents and warrants that he/she shall:

- A. Possess a valid driver or learner driver license and shall comply with all indicated restrictions; and
- B. Always operate the vehicle in a safe manner, observing all traffic laws; and
- C. Always obey the directions and commands of the Company Driving Coach and authorized representatives; and
- D. Be responsible for any fines or penalties involving the vehicle for parking, traffic or other violation of any traffic laws incurred as a result of Driver's operation or use of a vehicle
- E. Be listed as the driver of record on any police and/or incident reports that are prepared and/or filed as a result of an accident/incident that occurs while the student is behind the wheel of the vehicle during a behind-the-wheel training session or lesson, and accept any consequential impact on their driving record that occurs as a result of being involved in any such accident/incident.

I certify that I have received, read and agreed to the Advanced Driving Solutions, LLC. "Terms and Conditions":

\_\_\_\_\_  
Student Name (Printed)

\_\_\_\_\_  
Parent/Guardian Name (Printed)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Parent/Guardian Signature

Andre R. Levesque  
\_\_\_\_\_  
Name of Company representative

\_\_\_\_\_  
Signature of Company representative

Agreed to by both parties this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.