

## CONTRACT PROVIDING DRIVER EDUCATION SERVICES

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This contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between McCord Driver Education, Inc., d/b/a “The Driving Center” and the undersigned student and his/her parent or guardian, hereinafter referred to as the “student”.

WITNESSETH:

WHEREAS “The Driving Center” is in the business of providing the student with thirty (30) hours of classroom instruction and six (6) hours of one-on-one in car instruction as required by the Indiana Department of Education and the Indiana Bureau of Motor Vehicles;

WHEREAS the student is in need of obtaining from The Driving Center at least thirty (30) hours of classroom instruction and Six (6) hours of one-on-one in car instruction as is required by the Indiana Department of Education and the Indiana Bureau of Motor Vehicles under the terms and conditions contained in the following contract,

AND in consideration of the mutual agreements and covenants contained herein the parties agree as follows:

1. The Driving Center shall provide student with at least 30 hours of classroom instruction and at least six (6) hours of one-on-one in car instruction as required by the Indiana Department of Education and the Indiana Bureau of Motor Vehicles. Part of the classroom construction provided by The Driving Center shall include lessons from the National Safety Council’s Defensive Driving Course. The Driving Center shall issue a grade to the student for the classroom work and the practice driving sessions of the course. The student must pass both portions of the class with at least a sixty-eight percent (**68%**) of the possible points attainable or a letter grade of “D” to receive a signed permit at the end of the course from The Driving Center.

The Driving Center shall notify the Indiana Bureau of Motor Vehicle within sixty (60) days if all instruction phases, including classroom and practice driving phases, are not completed, or the student fails to attend the scheduled class for which the “Certification by Driver Education Instructor”, (CDE) was issued by The Driving Center.

2. The student warrants that the student will:

2.1. follow all rules and regulations of The Driving Center and further shall obey all directions and/or instructions given by any representative of The Drive Center;

2.2. the student and/or parent/guardian shall obey any and all traffic laws and ordinances while operating any vehicles during instruction period;

2.3 abide by proper classroom decorum while using any facilities of The Driving Center. Any breach of the above warranties of the student, The Driving Center shall have the right to terminate this contract, retain all fees and deposits previously submitted by the student.

The Driving Center has the right to immediately terminate this contract in the event that the student exhibits any form of disruptive conduct which interferes with the instruction of other students of The Driving Center.

3. A total class fee is **\$399.00**. A \$60.00 non-refundable deposit is required at registration. The balance of \$339.00 is due the week before class begins. **All fees must be paid before any drive times will be scheduled.**

Any missed driving instruction time or failure to give twenty-four (24) hours notice of cancellation will be charged at **\$35.00** for that hour. Make up instruction fees shall be paid in advance of the next scheduled drive. If the fee is not paid, no further drives will be scheduled until the complete fee is paid. Make up driving times will be scheduled at the sole discretion of The Driving Center.

The parties further agree that in the event of non-payment of fees or in the event payment is made by student by check or negotiable instrument which is returned to The Driving Center marked "account closed" or "insufficient funds", the student will be responsible for all costs of collection including reasonable attorneys fees and Court costs incurred by The Driving Center in collecting said unpaid fees.

The Driving Center, in its sole discretion, reserves the right to set times and schedules for the classroom and driving instruction. It shall be the responsibility of the student to be present at all assigned classes and driving instruction. The Driving Center will not refund any fee, tuition or change any part thereof should the school be ready, willing and able to fulfill its responsibilities under the contract.

4. By execution of this contract, the parties acknowledge by the student's successful completion of the driver education course provided by The Driving Center, The Driving Center, its directors, shareholders, officers, employees, instructors, agents and assigns shall not in any manner to have made any representation or warranty regarding the student's ability to secure a valid driver's license to operate a motor vehicle within the State of Indiana

It is understood by all parties that the Indiana Department of Motor Vehicles establishes the requirements for obtaining driving privileges and such department establishes such requirements and develops criteria for testing for such requirements solely within its discretion and that The Driving Center has no input of any kind as to the establishment of the requirements for driving privileges and the regulations thereto established by the Indiana Bureau of Motor Vehicles. Therefore, it is understood that following the successful completion of the course provided by The Driving Center, the student still recognizes that the student must meet any and all requirements established by the Indiana Bureau of Motor Vehicles before such department will issue the student a valid driver's license.

5. The contract is not assignable by the student without the expressed written consent of The Driving Center. Further it is agreed that this contract shall be interpreted according to the laws of the State of Indiana.

6. The parties further agree that this contract embodies all of the understanding and terms and conditions of the parties and that there are no other written or oral terms of this contract except those expressly set forth herein. The parties further agree that any amendments to such contract shall be valid only if made in writing and signed by both parties.

7. The student/parent executing this contract is hereby expressly giving consent for the student to be enrolled in The Driving Center driver education course and that execution of this contract indicates that student has read the terms and conditions of the contract and shall abide by the same.

IN WITNESS WHEREOF this contract having been entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ at Anderson, Indiana.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Student**

**Parent/Guardian**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

**MCCORD DRIVER EDUCATION, INC.  
D/B/A THE DRIVING CENTER**

By: \_\_\_\_\_