

# ADULT DRIVING SCHOOL CONTRACT

**SmartChoice Driver School – C-2439    2828 W. Parker Road, Suite 204A    Plano Texas 75075**  
**(940) 765-1702    Info@SmartChoiceDriver.Com**

Student's Full Legal Name: \_\_\_\_\_ Date of Birth: \_\_\_\_|\_\_\_\_|\_\_\_\_ Permit No. \_\_\_\_\_

Student's Phone: \_\_\_\_\_ Student's Email: \_\_\_\_\_ Expires \_\_\_\_\_

Other Phone: \_\_\_\_\_ Other Email: \_\_\_\_\_ Driving Lenses? \_\_\_\_\_

Student's Street Address: \_\_\_\_\_ Apartment Name: \_\_\_\_\_

City: \_\_\_\_\_ Texas Zip: \_\_\_\_\_ Apt. # \_\_\_\_\_ Bldg. # \_\_\_\_\_

Pick-Up and Drop-Off Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

**Adult Student Driver Must Read and Initial after the following statement:**

*"I understand that \$50 is due for any returned check, and 36 hours cancellation notice is mandatory or up to a \$45 charge will be due for no show and late cancellations to continue program, except for life threatening emergencies; Students must be ready when instructor arrives; Students must receive 55 minutes credit for every hour of instruction, as mandated by Texas state law, and finally late more than 5 minutes may be considered a no show, and fee of \$45 may apply; **Initial Here:** \_\_\_\_\_."*

**\*\*A \$90 First Payment is required for all Adult In-Car Driving Lessons.**

	Amount	Payment Type	Date	New Balance	Type of Service:
#1	\$ _____	_____	_____	_____	Pick-Up & Drop-Off Included <u>No Charge</u>
#2	\$ _____	_____	_____	_____	Fuel Surcharge Included <u>No Charge</u>
#3	\$ _____	_____	_____	_____	Online Driver's Ed Tuition: _____
#4	\$ _____	_____	_____	_____	In-Car Hours _____ x \$_____/hr = _____
#5	\$ _____	_____	_____	_____	Subtract Discounts or Credits    ( _____ )
	\$ _____	_____	_____	_____	Credit or Bank Card Fee: Add 3% _____
	\$ _____	_____	_____	_____	<b>Total Driving School Tuition    \$ _____</b>
	\$ _____	_____	_____	_____	Add In-Car Hrs. _____ x \$_____/hr = _____
	\$ _____	_____	_____	_____	Add DPS Road Test Service    \$ _____
	\$ _____	_____	_____	_____	<b>New Total School Tuition        \$ _____</b>

### REFUND POLICY;

1. Refund computations will be based on the total amount of lessons or driver program cost prepaid and the Actual instruction received through the last in-car lesson.
2. The effective date of the termination for refund purposes will be the earliest of the following:
  - (a) The last in-car lesson completed, if the student is terminated by the school; or (b) the date of receipt of written notice from the student.
3. If in-car driver training tuition deposit of \$90 is collected in advance of entrance and, \*\* if after the expiration of the 72-hour cancellation privilege, the student does not begin in-car lessons, terminates, enrollment, or withdraws, the school may retain up to \$50 as administrative expenses and, from the remainder, shall refund that portion of the in-car, behind-the-wheel tuition and fees for services not previously received by the student.
4. School items of extra expense to the student, including instructional supplies, books, laboratory fees, service charges, rentals, deposits, and all other such ancillary miscellaneous charges, will be made within 30 days after the effective date of enrollment termination, if these items are stated separately and shown as part of the data furnished the student before enrollment.
5. A full refund of all tuition and fees is due and refundable in each of the following cases: (a) when an enrollee is not accepted by the school; (b) if the in-car driver training is discontinued by the school at this location; or (c) if the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or misrepresentation by the owner or representation of the school.
6. Refunds shall be completed within 30 days after the effective date of termination.
7. This agreement constitutes the entire contract between the school and the student and no verbal assurances or promises not contained herein shall bind the school or the student. The school or the Department of Public Safety (DPS) is prohibited from issuing a DE-964 if the student has not met all of the requirements for course completion, and the student should not accept a DE-964 under such circumstances.
8. This driver education school maintains business vehicle insurance as required by the Transportation Code, Chapter 601, and uninsured or underinsured coverage.

**Adult Driving School Contract  
(Continued)**

**DRIVER EDUCATION ENROLLMENT POLICIES  
STUDENT ACKNOWLEDGMENT**

I have been furnished a copy of the school in-car tuition schedule; cancellation and refund policy; and school regulations pertaining to tardiness, absence, grading policy, progress, and rules of operation and conduct. I further realize that any grievances not resolved by the school may be forwarded to: Texas Education Agency, Driver Training 1701 North Congress Avenue, Austin, Texas, 78701. Tel: (512) 936-6777.

**CANCELLATION POLICY**

A full refund will be made to any student who cancels the enrollment contract before midnight of the third day, excluding Saturdays, Sundays, and legal holidays, after the enrollment contract is signed by the prospective student, unless the student has completed the course and accepted a certificate of completion during that period.

**GRADING & PROGRESS POLICY FOR 6 HOUR ADULT DRIVER'S EDUCATION**

Appropriate standards shall be implemented to ascertain the progress of the students. Progress standards shall meet the requirements of the current rules adopted by the commissioner of education.

Mastery is a prerequisite to awarding a grade of 70 or above. Evidence of mastery shall be determined by one or more of the following methods: 1) oral test; 2) skills performance check list

The progress evaluation record shall be of the type and nature to reflect whether the student is making satisfactory progress to the point of being able to complete all in-car lesson requirements within the allotted time provided in this contract.

**RULES OF OPERATION AND CONDUCT**

A student or prospective student may be dismissed or barred from in-car behind-the-wheel driver training for drunkenness or consumption of alcohol on the premises; rude, vulgar or disruptive behavior in the car; smoking or using tobacco products; or being inattentive (cell phone ringing, bad attitude etc.) at in-car lessons. Students terminated for bad conduct may be readmitted at the discretion of the school director.

**NOTICE TO ADULTS FROM THE TEXAS EDUCATION AGENCY**

The Texas Education Agency licenses SmartChoice Driver education school and its instructors. As an adult student driver you are entitled to know the minimum requirements of the adult driver training lessons in the state of Texas.

Beginning March 1, 2010 the state of Texas passed new driver requirements for adults 18 years of age up to 24 years of age. This new law mandates that any adult falling into this age group must complete the new 6 hour Adult driver's education course to earn a driver's permit.

It is also mandatory for all adults 18 years or older to also pass the Department of Public Safety Road Test with a minimum 70% score.

**All Phases of driver's education must be completed as stated herein. During peak periods, in-car instruction times could be delayed, so it is best to book your lessons well in advance.**

**IF YOU HAVE REASON TO BELIEVE THAT THESE MINIMUM REQUIREMENTS ARE NOT BEING MET, PLEASE CALL THE TEXAS EDUCATION AGENCY AT (512) 936-6777.**

**PLEASE READ ENTIRE CONTRACT BEFORE SIGNING.**

**A copy of this contract must be given to the Adult Student Driver and a copy maintained by the school.**

\_\_\_\_\_  
Signature of Adult Student 18 years or older

\_\_\_\_\_  
Printed Name of Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of School Representative

\_\_\_\_\_  
Printed Name of School Representative

\_\_\_\_\_  
Date