

TEEN 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 _____

Parent's Phone: _____ Parent's Email: _____ Driving Lenses? _____

Student's Street Address: _____ Apartment Name: _____

City: _____ Texas Zip: _____ Apt. # _____ Bldg. # _____

Pick-Up and Drop-Off Address: _____ City: _____ Zip: _____

Student High School Name _____ Address _____

City: _____ Texas, Zip: _____

Parent or Legal Guardian Must Read and Initial after the following two statements:

*"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:** _____."*

Loss of all online driver's education and in-car credits will occur if the full driver's education program is not completed successfully and paid for with no outstanding balance, 6 months from the date on the driving school contract with Smart Choice Driver School, Inc. There is Only a onetime extension of 30 days to complete the program, which must be requested before the contract expires; a \$50.00 non-refundable reinstatement fee is due on the day extension contract is signed by the school representative and parent; **Initial Here: _____."*

****A \$90 initial deposit/1ST Payment is required for All Teen Driving Programs and/or in-Car 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% _____
	\$ _____	_____	_____	_____	Total Driving School Tuition \$ _____
	\$ _____	_____	_____	_____	Add In-Car Hrs. _____ x \$ _____/hr = _____
	\$ _____	_____	_____	_____	Add DPS Road Test Service \$ _____
	\$ _____	_____	_____	_____	New Total School Tuition \$ _____

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 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.

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(continued)**

- 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.

**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

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 PARENTS AND LEGAL GUARDIANS FROM THE TEXAS EDUCATION AGENCY

The Texas Education Agency licenses SmartChoice Driver education school and its instructors. As the parent or guardian of a teenager, you are entitled to know the minimum requirements of the teen in-car driver training lesson.

Seven (7) clock hours of in-car driving instruction and an additional seven (7) clock hours of in-car observation are required. Twenty (20) clock hours of in-car driving instruction are required as of September 1, 2009, of which 10 must be night time driving. These hours must be signed off by an adult driver 21 years of age with a valid driver's license and at least one year experience.

There is a maximum of two (2) hours of in-car training per lesson. A two-hour increment of behind-the-wheel instruction may be offered once during the behind-the-wheel phase of instruction for any student less than 18 years of age.

A Transfer to another driver training program may result in classroom and/or in-car training credits being lost permanently.

All Phases of driver's education must be completed as stated herein. During peak periods, in-car instruction times could be delayed.

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 the contract must be given to the Adult/Parent/Guardian and a copy maintained by the school.

My initials below signify that I do not want my son/daughter to receive individual one-on-one instruction. I understand that my decision may delay the in-car training until another student can be scheduled with him/her. Parent's initials if REFUSED _____

Signature of Parent or Legal Guardian (If student is younger than 18 years old)	Printed Name of Parent or Legal Guardian	Date
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Signature of School Representative	Printed Name of School Representative	Date
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