

## Precision Driving Schools, LLC Contract Agreement

This is a contract between Precision Driving School, LLC herein referred to as the “school” and parent/guardian; herein referred to as “parent/guardian” and the student; herein referred to as “student.” This agreement constitutes the entire contract between the school and the student, and any verbal assurances or promises not contained herein shall bind neither the school nor the student. If either the school or the instructor fails to comply with the provisions of any contract or agreement between the school and the parent/guardian and student, the school shall refund, on a pro rate basis; all monies collected from the parent/guardian or student as consideration for the performance of the contract or the agreement.

**\*\*Please read the contract in its entirety before signing\*\***

**Please check your desired Option(s) below:**

**( ) Option 1:** 30-Hours Classroom Instruction; 6-Hours Behind-the-Wheel Instruction:  
**\$475.00**

**( ) Option 2:** Behind the wheel only; hourly  
**\$50.00/hour students; \$65/hour Adults (18+)**

**( ) Option 3:** (6 hours of instruction; Behind the Wheel Only  
**\$300.00**

**( ) Option 4:** (4 hours of instruction)  
**\$200.00**

**( ) Option 5:** (6 hours of instruction)  
**\$300.00**

**( ) Option 6:** Use of Vehicle for road test at Division of Motor Vehicles (DMV)  
**\$65.00**

**\*\*Tuition is due and payable at the time contract is signed.**

### **Additional Fees:**

There will be a \$35 Returned Check Fee should your check be returned by your bank for any reason.

A minimum fee of \$75 be charged if a student defaces or damages any school property, such as desks, tables, chairs, walls, and the like. The actual fee will be determined based on assessed damage.

There will be a \$25 fee imposed if a student is scheduled for a driving lesson and does not provide at least a 24-hour notice of cancellation or need to reschedule.

A fuel surcharge could be imposed; not to exceed \$25; if fuel prices exceed \$4.00 per gallon during any behind-the-wheel sessions. This fee could be charged for any remaining BTW Sessions; once fuel prices reach or exceed \$4.00 per gallon.

**ATTENDANCE:** Classroom and Behind the Wheel Sessions are set for thirty (30) hours and six (6) hours respectively. Students are expected to attend the full classroom and BTW sessions. Any student who is absent for more than 5 hours of classroom work and one (1) hour of BTW training will be dropped from the session and any refund will be dispersed on a Pro-Rated Basis.

**Parent's Initials** \_\_\_\_\_

**GRADING and PROGRESS:** Progress standards must meet the requirements of the current rules adopted by the North Carolina Department of Motor Vehicles (NCDMV). 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) unit tests; 2) written assignments; 3) skills performance checklists; and 4) comprehensive examinations of knowledge and skills.

**Parent's Initials** \_\_\_\_\_

**RULES OF OPERATION AND CONDUCT:** A student or prospective student may be dismissed or barred from the school for tardiness; drunkenness or obvious signs of drug use; rude, vulgar or disruptive behavior; smoking or use of tobacco products; using a cell phone during class or in the car; or being otherwise inattentive; which includes but not limited to sleeping, texting, etc). Students terminated for violating Rules of Operation and Conduct may be readmitted at the discretion of the school's owner.

**Parent's Initials** \_\_\_\_\_

**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 holidays, after the enrollment contract is signed by the prospective parties, unless the student has completed the course and accepted a certificate of completion during that period.

**Parent's Initials** \_\_\_\_\_

**REFUND POLICY:** Refund computations will be based on actual instruction received through the last date of attendance. The effective date of the termination for refund purposes will be the earliest of the following: (a) the last day of attendance, if the student is terminated by the school; (b) the date of receipt of written notice from the student; or (c) the 10th school day following the last day of attendance. If tuition is collected in advance of entrance and, if after the expiration of the 72-hour cancellation privilege, the student does not enter school, terminates enrollment, or withdraws, the school may retain up to \$50 to cover administrative expenses; and from the remainder, shall refund that portion of the classroom tuition and fees and behind-the-wheel tuition and fees for services not previously received by the student. Refunds for 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. 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 course of instruction 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. The school will not refund any tuition monies or any part thereof when actual services have been rendered. Refunds shall be completed within 30 days after the effective date of termination.

**Parent's Initials** \_\_\_\_\_

**NOTICE TO PARENTS AND GUARDIANS:** There are thirty (30) required hours of classroom instruction and six (6) hours of behind-the-wheel instruction before a Driver Education Certificate can be issued by the North Carolina

Department of Public Instruction (NCDPI). There is a limit of fifty (50) students per class and no more than three (3) hours of scheduled classroom instruction are permitted per day when school is in session; and six (6) hour per day on non-school days for unlicensed individuals under the age of eighteen (18). All classroom and BTW instruction must be attended and successfully completed or made up. If a student misses any portion of classroom or BTW instruction; reasonable efforts will be made to allow the student to "make-up" any instruction missed. If a student fails to successfully complete the 30 classroom hours, the school will terminate the student's enrollment and any refund made in accordance with the stated refund policy. Six (6) hours of behind-the-wheel instruction is offered only after the student has successfully completed the required thirty (30) hours of classroom instructions. Students can have no more than two (2) hours of BTW training per day. Observation is not counted as a part of the two hours. There will be no one on one instruction where the instructor and student are the only one present in the car. There will be at least 2 students and the instructor before any behind the wheel instruction is scheduled. Additionally, some cars may be equipped with an on-board camera.

This school is licensed by the State of North Carolina, Division of Motor Vehicles. The vehicles used for the instruction will be equipped, registered and insured as required by the NCDMV.

Instruction will be conducted between the hours of 6am and 9pm, at a time agreed upon by the school, parent/guardian and student. Most instruction will be conducted during daylight hours; however, depending on the time of year; some instruction will be inevitable during hours of darkness. Instruction will be given for 2 hours at a time with at least one other student present and observing. Under this agreement an instructor may not provide behind-the-wheel training to more than three individual students. Lesson appointments must be set around a mutually agreed upon date, time and location. Specific driving skills to be taught are outlined in the North Carolina Driving Handbook.

The vehicle used for training will be equipped with dual brakes (for student and instructor), anti-lock brakes, automatic transmission, front and side air bags and seatbelts for all passengers. The radio, CD or other distracting equipment will NOT be in operation during instruction. No vehicle occupant is allowed to eat, drink or use any tobacco products in the vehicle. No vehicle occupant will utilize any electronic device; cell phone, laptop entertainment player, etc.; during instruction or while vehicle is in operation. Students must dress appropriately. No bare feet, open toe shoes or heels are acceptable.

Before instruction begins, the Parent/Guardian and/or Student must notify the School of any health or medical condition(s) or medication(s) that could impair the student's ability to operate a motor vehicle. The condition or medication must be clearly defined. The school reserves the right to reschedule any lesson without prior notice should the instructor believe the student's physical or mental condition is not conducive to safe and proper operation of the vehicle.

If the school determines the parent/guardian or student provided false information upon any school or NCDMV forms or applications, the school may reject the student at any time and prorate charges for services provided as of the date of discovery of the false information.

This contract is non-assignable. If any provisions of this contract are held invalid, unenforceable or modified in writing by the parties hereto; all other provisions shall continue in full force and effect. A modification or waiver of any provisions of this contract shall be effective only if made in writing and executed with the same formality as this contract. The failure of either party to insist upon strict performance of a contract provision shall not be construed as a waiver of any subsequent default. No verbal statements will supersede this contract.

The parent/guardian, student or school may cancel this Contract up to seventy-two (72) hours or three (3) days prior to the first lesson for a full refund. Twenty-four hours advance notice is required to cancel or reschedule a driving

lesson. Cancellations must be made by calling (336) 451-8785. If you are not able to speak with someone directly, leaving a voice mail or text message will suffice. A \$25.00 fee will be imposed if the stated 24-hour notice of cancellation/reschedule is not provided.

**Note:** During peak enrollment periods, behind-the-wheel instruction times could be subject to availability.

**ACKNOWLEDGMENT** I have been furnished a copy of the school's tuition and fees; cancellation and refund policy; and school regulations pertaining to absence, grading policy, progress, rules of operation, conduct and COVID-19 Attestation. I further realize that any grievances not resolved by the school may be forwarded to the North Carolina Division of Motor Vehicles; Attention: School Bus and Traffic Safety Section 3140 Mail Service Center; Raleigh, NC 27697-3140 or call 919-861-3109.

Parent/Guardian Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Student Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Parent Contact Number: \_\_\_\_\_

Student Contact Number: \_\_\_\_\_

High School Currently Attended: \_\_\_\_\_

Student's Current Grade: \_\_\_\_\_

Student's Email Address: \_\_\_\_\_

Precision Driving School, LLC:

Curtis D. Stacey, Owner: \_\_\_\_\_