

## Elite Driving Academy LLC- Terms of Service

Elite Driving Academy LLC

### Driver Education Courses and/or Third Party Testing

Elite Driving Academy , LLC (hereafter called school) is approved and regulated by the State of Colorado, Department of Revenue, Division of Motor Vehicles, to provide driver education that satisfies law regarding graduated driver licenses within Colorado. Our State of Colorado organization number is 9466. The State of Colorado, Department of Revenue, Division of Motor Vehicles controls the conditional issuance of certificates of completion for regulated courses and tests. All certificate issues are according to laws, rules, and regulations of the State of Colorado and are subject to change without notice and without the school being in breach of contract. The school is also under contract with the State of Colorado, Department of Revenue, Division of Motor Vehicles to provide the services regulated by the state. If, for any reason, the contract between the state of CO and the school is terminated by either party the school is not liable for damages, claims, or refunds for services not rendered under this contract.

Elite Driving Academy times and locations of schools and sessions are listed on [www.brightncoloradodrivingschool.com](http://www.brightncoloradodrivingschool.com) under "upcoming sessions." When you register, the package you are registering for will appear above this document along with the location of the class.

This agreement is made available for the parent or legal guardians review and printing during the online enrollment process at [brightncoloradodrivingschool.com](http://brightncoloradodrivingschool.com). The parent or legal guardian is required to agree with, and accept, these terms and conditions for the registration to be successfully made. By enrolling on the school web site ([www.brightncoloradodrivingschool.com](http://www.brightncoloradodrivingschool.com)) and making a deposit or payment in full for any services provided by the school, the parent and student agree to the following:

#### 1. Tuition and Fee Schedule

Service Name	Tuition or Fee	Payment Due
(service descriptions and inclusions are on the web site)		
Classroom - Classroom and 6 hours Driving Instruction	\$470.00	\$175 deposit, balance prior to class start date. \$5 online one
Classroom: Classroom ONLY	\$180	At the time of registration. Includes \$5 online registration
Online Classroom and 6 Behind-the-Wheel Instruction	\$470	At the time of registration. Includes \$5 online registration
6 hours BTW Training	\$500	At the time of registration. Includes \$5 online registration
4 Hour Driver Awareness Class	\$130	At the time of registration. Includes \$5 online registration
Adult Refresher	\$130	At the time of registration. Includes \$5 online registration
Drive Test Prep package	\$200	At the time of registration. Includes \$5 online registration
Course Certificate Reissue Fee	\$25	At time of reissue
Damaged or lost text book fee	\$85	By the last day of class. No certificate will be issued until fee is paid.
BTW no show fee (applies to driver's training) All	There is a \$55 fe/hour per hours scheduled/missed	Prior to scheduling next make up session. No certificate will be

cancellations must be done by customer via student portal. No other verbal or written communication will suffice.		issued until all fees are paid in full.

2. Contract Expiration / Reactivation

Service Name	Contract Expiration
Online Classroom and Behind-the-Wheel Instruction	Online course must be completed within 61 days of the students first login to the course. Extensions are available for purchase in the course. Entire behind the wheel must be completed within 12 months of the permit issue date but shall not exceed 18 months from the date of enrollment. Online package does NOT include the permit test.
6 hours BTW Training	12 months from the permit's date of issue
CO Drive Test	NA and NOT included in any packages. Sold separately.

3. Web Site Access and Use

The school contracts with Drivers Ed Solutions LLC, Altoona, WI to create and maintain the functionality of the school web site located at [brightoncoloradodrivingsschool.com](http://brightoncoloradodrivingsschool.com). Drivers Ed Solutions LLC has additional terms and conditions pertaining to the access and use of the web site. These additional terms and conditions are made available to the parent or legal guardian during the online registration process and must be agreed to for the registration to be successful. Any claims related to the registration process, scheduling, or site security are solely the responsibility of Drivers Ed Solutions LLC.

4. Refunds and Transfer of Funds

The school does not refund deposits, tuitions, or fees collected. The school does not transfer deposits, tuitions, or fees to other students. The school retains, at its sole discretion, the option of cancelling, or barring individual student access to, a scheduled class, BTW, or testing session (hereafter called events). Cancelled events can be rescheduled for a later date. Causes for cancelled events include, but are not limited to, weather conditions, under enrollment, over enrollment, lack of instructor availability, and account balance due.

5. Damage of Loss of Property

Parent or legal guardian is financially responsible for any damages caused by their student. Damages include, but are not limited to, failing to turn in a text book at the conclusion of class, damage to the text book rendering it unusable for future classes, damage to school vehicles (other than normal wear and tear), damage to instructional props and equipment, and damage to facilities owned or rented by the school. The repair or replace decision is solely at the schools discretion. Financial settlement is required within 30 days. Failing to settle your account will result in your account being deactivated. There is a \$75.00 fee in addition to the financial settlement to reactive any account that has been deactivated.

## 6. Reissue of Completion Statements

The school issues students official State of Colorado numerically controlled completion statements for Classroom, Online, BTW Training, and testing. A \$25.00 fee is required to reissue any of these documents. Parents are required to retain all records for any insurance purposes.

## 7. Course Specific Terms and Conditions

The following terms and conditions are specific to the course for which the parent or legal guardian has registered their student.

7.1.1. Students are expected to be in attendance for all scheduled class times. Exceptions are made on a case by case basis. Student's attendance is required by State of CO rules and regulations.

7.1.2. Students are expected to be attentive and not disruptive in class. If the student is disruptive s/he will be verbally warned one time. If disruptive a second time the student will be separated from their group and assigned a seat closer to the instructor. If the student is disruptive a third time the parent or legal guardian will be contacted to come pick up the student from class. If this occurs, the absence is an unexcused absence requiring the missed class period to be made up at a future class.

7.1.3. Students are expected to wear appropriate clothing and behave in an appropriate manner. If the student violates this term s/he will be warned about the violation one time. Any additional violations will bar the student from being involved in the class and parents will be contacted to pick up their student. If this occurs the absence is unexcused and the missed class period will need to be made up at a future class.

7.1.4. Mobile device (cell phone) use is prohibited during instructional time with the exception of use as part of an instructional activity and/or if the student needs to contact a parent or legal guardian. The first violation will result in a verbal warning. The second violation will result in the instructor taking the mobile device and releasing it back to the student at the end of class.

7.1.5. All the course specific terms and conditions of the BTW Training course apply to this course since this course includes BTW Training.

7.2.1. The school contracts with an approved provider for the online portion.

7.2.2. The student must complete the online portion within 61 days of the first login to the course.

7.2.4. Each module, quiz, and test must be successfully completed with a passing score of at least 80%. This applies to classes taken onsite as well.

7.2.5. All the course specific terms and conditions of the BTW Training course apply to the Online - Teen Driver Package since this course includes BTW Training. 7.3. Behind the Wheel (BTW) Training

7.3.1. This course is designed to teach your student basic driving skills. Your student should have basic driving skills already learned and practiced with the parent (guardian) prior to this course beginning. If your student does not have these basic skills we reserve the right to cancelled scheduled BTW sessions until such time as the student is able to perform these basic driving skills. This allows for your student to learn the full spectrum of driving that is taught in the BTW sessions..

7.3.3. There is 14 days of practice required between sessions.

7.3.4. The student is expected to be attentive and apply the instruction being delivered. Failing to do this will result in the BTW session being terminated and the instructor drives from that point forward. The entire session will need to be rescheduled for an additional fee of \$175.00. Sleepy driving is dangerous driving, and will not be tolerated.

7.3.5. Closed toe, flat soled footwear is required.

7.3.6. The student is required to have their permit in possession for each BTW session. Showing without the permit will warrant a no show/late cancel/reschedule fee.

7.3.7. A \$100.00 fee is assessed on the student account for the following occurrences and payment is due prior to the next session being scheduled:

7.3.7.1. No show (the school waits for 5 minutes).

7.3.7.2. Cancelling a scheduled session must be done within two business days of the session (late cancellation). All cancellations must be done by customers on student portal. No other cancellations will be accepted via phone, verbal or written. Regardless of a sick day, family emergency or any other reason for canceling, the cancellations must be done on the portal.

7.3.7.3. The student doesn't have their permit in hand at the beginning of the session.

7.3.7.4. The student is wearing inappropriate footwear.

#### 7.4. **Colorado Road Test**

7.4.1. The fee for this service is not included in any other deposits, tuitions, or fees.

7.4.2. The fee for this service is payable in cash at the time of the test. The following statements are required by the state of CO: This agreement constitutes the entire contract between the school and the parent or legal guardian, and student, and any verbal assurances or promises not contained herein are not binding on either the school, the parent or legal guardian, or the student. Under this agreement an instructor of the school may not provide behind the wheel training to more than two individual students per session.

7.5 Class Cancellations stemming from extenuating circumstances such as mandatory quarantine, terror attack or acts of nature will result in student being transferred to online program at same cost. No refunds will be issued and driving portion will resume upon permit being attained and all other policies remain in effect for the driving portion as stated in this contract.