

# Driver Education Contract (unlicensed and under 18)



Student LEGAL Name (as it appears on birth certificate):

\_\_\_\_\_

FIRST MIDDLE LAST

Student Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YYYY

Student Age: \_\_\_\_

Student School: \_\_\_\_\_

Student Grade in School: \_\_\_\_\_

Student Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Student Home Phone: (\_\_\_\_) \_\_\_\_\_ Student Cell Phone: (\_\_\_\_) \_\_\_\_\_

Student Email: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent/Guardian Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Emergency Contact Phone: (\_\_\_\_) \_\_\_\_\_

Classroom & Behind-the-Wheel  Classroom Only  Behind-the-Wheel Only

Tuition for the complete SMART Driving School LLC training course must be paid in full before the first classroom session begins. Payment can be made by credit card, debit card, cash, or personal check. There will be a \$35 service charge for all returned checks.

Students must complete thirty (30) hours of in-class instruction with a passing grade of at least 70%, as well as complete twelve (12) hours (6 driving + 6 observing) of in-car behind-the-wheel training with a State Certified SMART Driving School Instructor. Once these requirements are met, the student will receive a Driver's Training Certificate of Completion to take to the Department of Motor Vehicles (DMV) to take their permit test. A fee of \$25 will be charged for replacement of lost certificates. Students may retake one test if their final grade is not above 70% in order to achieve the passing grade.

In the event that additional driving time is needed, students may schedule additional sessions at the published rate of \$75 per hour with a 2 hour minimum.

Driving appointments for the above-named student will be scheduled depending on the availability of the student, SMART Driving School instructors, weather conditions, and subject to all fees being paid in full.

Cancellation of driving appointments must be made at least 24 hours before the scheduled appointment. Student will be charged \$50 if cancellation is made less than 24 hours before the appointment begins.

Students and parents or legal guardians will be responsible for any damage to SMART Driving School LLC classrooms, materials, and automobiles other than in the ordinary course of driving with an instructor.

Students have one (1) year from the first day of class to complete driving instruction and the road exam. A reinstatement fee of \$50 will be charged for completing the program after the one (1) year time period.

Student LEGAL Name (as it appears on birth certificate):

\_\_\_\_\_

FIRST

\_\_\_\_\_

MIDDLE

\_\_\_\_\_

LAST

Please list any medical, physical or mental health conditions which could be directly related to student performance in any aspect of the courses to be provided by SMART Driving School LLC, including but not limited to diabetes, epilepsy, amputation, paralysis, deafness or hearing impairment, eye disease, corrective lenses, attention deficit disorder and learning disabilities.

\_\_\_\_\_

\_\_\_\_\_

This contract must be signed by the student and parent or legal guardian and returned to SMART Driving School LLC by the first day of class. The student will not be able to attend class until the contract is received and all fees are paid in full.

While SMART Driving School LLC will exert its best efforts in teaching the student to meet the requirements of the NC Division of Motor Vehicles examination, the school cannot guarantee that the student will successfully pass a DMV exam upon completion of the course.

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.

The school will not refund any tuition monies or any part thereof when actual services have been rendered.

Under this agreement an instructor may not provide behind-the-wheel training to more than three individual students.

This school is licensed by the State of North Carolina, Division of Motor Vehicles.

To the extent permitted by law, student and parent or legal guardian agree to indemnify and hold harmless SMART Driving School LLC from any and all damages, expenses, fees, fines or other amounts occasioned by the acts of student at any time. It is acknowledged that this indemnification language is clear, concise and unambiguous and not unduly burdensome. It is also acknowledged that SMART Driving School LLC would not agree to the terms of this Agreement unless such indemnification is granted by student and parent or legal guardian and that the same is an integral part of this Agreement.

**SMART Driving School LLC is not responsible for the future driving performance of students enrolled in this program**

STUDENT

Signature: \_\_\_\_\_  
Student

PARENT/GUARDIAN

Signature: \_\_\_\_\_  
Parent or Legal Guardian

SMART INSTRUCTOR

Signature: \_\_\_\_\_  
SMART Driving Instructor

**Refund Policy:** We are happy to refund tuition for classroom instruction, less a \$10 processing fee, if you cancel classes two full working days prior to the first class meeting. If a request for a refund is made less than two working days prior to the first class, the student will receive a refund equal to 50% of the paid class tuition. If a student cancels a behind-the-wheel session at least 24 hours before a scheduled appointment, the session fee will be refunded minus \$10. If a behind-the-wheel session is cancelled less than 24 hours before the scheduled appointment, no refund will be provided.

**Attendance:** North Carolina state law requires that students attend 30 hours of classroom instruction. Missed classes must be made up and completed during another session. Locations for makeup dates are subject to change and cannot be guaranteed. If students arrive 10 or more minutes late and leave class 10 or more minutes early, this will be counted as a one-hour absence. A student automatically fails after 10 missed hours and will be required to retake the entire 30-hour classroom portion of driver's education.