



DRIVERS EDUCATION CONTRACT

ALL AMERICAN DRIVERS EDUCATION, INC. ~~BRANCH OFFICE~~

952 Old US HWY 1 S. Southern Pines, NC 28387

- **STUDENTS FULL NAME (AS IT APPEARS ON BIRTH CERTIFICATE):** _____
- **STUDENTS HIGH SCHOOL & CURRENT GRADE:** _____
- **PARENT NAME & CELL PHONE NUMBER:** _____
- **CLASSROOM MONTH / YEAR & VIRTUAL OR IN PERSON:** _____

THIS CONTRACT ("CONTRACT" IS ENTERED INTO BETWEEN ALL AMERICAN DRIVERS EDUCATION, INC., AND THEIR OFFICERS, DIRECTORS, REPRESENTATIVES, HEIRS AND EMPLOYEES HEREINAFTER REFERRED TO AS "THE SCHOOL," AND THE STUDENT, PARENT, OR GUARDIAN, HEREINAFTER REFERRED TO AS "THE STUDENT."

1. SERVICES PROVIDED:
 - a. 30 HOURS OF DRIVERS EDUCATION CLASSROOM INSTRUCTION (ATTENDANCE IS MANDATORY. ABSENCES WILL RESULT IN FAILURE AS REQUIRED BY NCDMV.)
 - b. 6 HOURS OF BEHIND-THE-WHEEL TRAINING
 - c. ALL AMERICAN DRIVERS EDUCATION, INC. WILL PROVIDE A NCDMV LICENSED INSTRUCTOR, VEHICLE & FUEL FOR DRIVING.
2. PAYMENT:
 - a. THE STUDENT SHALL PAY A TOTAL OF \$550 FOR THE SERVICES DESCRIBED ABOVE. PAYMENT SHALL BE MADE PRIOR TO CLASS BEGINNING AND CAN BE MADE ONLINE THROUGH AN INVOICE SENT VIA EMAIL. CASH PAYMENTS MAY BE ARRANGED WITH THE SCHOOL. THE SCHOOL DOES NOT ACCEPT CHECKS, CERTIFIED CHECKS OR MONEY ORDERS.
3. LICENSING & INSTRUCTOR LIMITATIONS:
 - a. ALL AMERICAN DRIVERS EDUCATION, INC. IS LICENSED BY THE STATE OF NORTH CAROLINA, DIVISION OF MOTOR VEHICLES.
 - b. UNDER THIS AGREEMENT, AN INSTRUCTOR MAY NOT PROVIDE BEHIND-THE-WHEEL TRAINING TO MORE THAN THREE INDIVIDUAL STUDENTS.
4. DELAYS:
 - a. THE SCHOOL WILL MAKE REASONABLE EFFORTS TO COMPLETE THE COURSE PROMPTLY. HOWEVER, THE SCHOOL CANNOT BE HELD RESPONSIBLE FOR DELAYS CAUSED BY UNSAFE DRIVING CONDITIONS, BAD WEATHER, MECHANICAL PROBLEMS, COVID-19, OR ANY OTHER REASONS BEYOND ITS CONTROL. THE SCHOOL WILL PROVIDE AS MUCH NOTICE AS POSSIBLE IF DELAYS ARE NECESSARY.
5. RESCHEDULING:
 - a. IF THE STUDENT CANNOT KEEP A SCHEDULED BEHIND-THE-WHEEL APPOINTMENT FOR DRIVING, THEY MUST NOTIFY THE SCHOOL AT LEAST 48 HOURS IN ADVANCE. FAILURE TO DO SO WILL RESULT IN A \$100 RESCHEDULING FEE.
6. RETURNED TRANSACTIONS:
 - a. A FEE OF \$50 WILL BE CHARGED FOR ALL RETURNED TRANSACTIONS.
7. REFUNDS:
 - a. A \$100 ADMINISTRATIVE FEE WILL BE APPLIED TO ALL APPROVED REFUNDS. THE SCHOOL WILL NOT REFUND ANY TUITION MONIES OR ANY PART THEREOF WHEN ACTUAL SERVICES HAVE BEEN RENDERED.
8. NO GUARANTEE:
 - a. COMPLETION OF THE COURSE DOES NOT GUARANTEE A DRIVERS PERMIT OR A DRIVERS LICENSE.

9. RELEASE OF PHOTOS & VIDEOS:

- a. THE STUDENT GRANTS THE SCHOOL AND ITS REPRESENTATIVES THE RIGHT TO CAPTURE, RECORD, AND USE PHOTOS AND VIDEOS DURING THE PROGRAM FOR EDUCATIONAL, PROMOTIONAL OR OTHER RELATED PURPOSES.
- b. THE STUDENT CONSENTS TO THE SCHOOLS UNRESTRICTED USE, REPRODUCTION AND DISTRIBUTION OF SUCH PHOTOS AND VIDEOS, WITHOUT COMPENSATION, IN VARIOUS MEDIA FORMATS, INCLUDING BUT NOT LIMITED TO PRINT, ONLINE, AND SOCIAL MEDIA PLATFORMS.
- c. THE STUDENT ACKNOWLEDGES THAT THE SCHOOL SHALL BE THE SOLE OWNER OF ALL RIGHTS, TITLE, AND INTEREST IN THE PHOTOS AND VIDEOS.

10. INDEMNIFICATION:

- a. THE STUDENT, THEIR PARENT OR GUARDIAN, COLLECTIVELY REFERRED TO AS "THE INDEMNIFYING PARTY," HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ALL AMERICAN DRIVERS EDUCATION, INC., ITS AGENTS, INSTRUCTORS, AND EMPLOYEES, HEREINAFTER REFERRED TO AS "THE INDEMNIFIED PARTY," FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LIABILITIES, COST, EXPENSES, AND DAMAGES, INCLUDING LEGAL FEES AND COURT COST, ARISING OUT OF OR RELATED TO THE STUDENTS PARTICIPATION IN THE DRIVERS EDUCATION PROGRAM AND ANY USE OF A MOTOR VEHICLE DURING THE COURSE OF THEIR TRAINING.
- b. THE INDEMNIFYING PARTY SHALL BEAR FULL RESPONSIBILITY FOR ANY INJURIES, DAMAGES, OR LOSSES INCURRED BY THE STUDENT, OTHER INDIVIDUALS, OR PROPERTY AS A RESULT OF THE STUDENTS ACTIONS OR OMISSIONS DURING THE COURSE OF THE PROGRAM. THIS INDEMNIFICATION EXTENDS TO ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY CLAIMS, PROPERTY DAMAGE CLAIMS, AND CLAIMS ARISING FROM ACCIDENTS OR INCIDENTS INVOLVING THE STUDENT DURING THE PROGRAM.
- c. THE INDEMNIFYING PARTY ACKNOWLEDGES THAT THEY ARE FULLY RESPONSIBLE FOR ANY FINANCIAL OBLIGATIONS, LIABILITIES, OR LEGAL CONSEQUENCES THAT MAY ARISE FROM THE STUDENTS ACTIONS OR CONDUCT DURING THE DRIVERS EDUCATION PROGRAM. THE INDEMNIFYING PARTY SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PARTY HARMLESS AGAINST ANY CLAIMS, DEMANDS, OR ACTIONS ARISING FROM SUCH INCIDENTS.

11. ENTIRE AGREEMENT:

- a. THIS AGREEMENT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE SCHOOL AND THE STUDENT AND ANY VERBAL ASSURANCE OR PROMISES NOT CONTAINED HEREIN SHALL BIND NEITHER THE SCHOOL NOR THE STUDENT. PLEASE ENSURE THAT ALL PARTIES UNDERSTAND AND AGREE TO THE TERMS OF THIS CONTRACT BEFORE SIGNING.

PARENT SIGNATURE: _____

DATE: _____

STUDENT SIGNATURE: _____

DATE: _____

ALL AMERICAN DRIVERS EDUCATION, INC. SIGNATURE: _____

DATE: _____