

Safety First Driving Academy, LLC.

Driving School - Private Lessons

Office: (352)203-4245

3101 SW 34TH Ave. Suite #905-247, Ocala, FL. 34474

This form is in accordance with the provisions of Chapter 488, Florida Statutes and Administrative Rule 15A-11.008 and 15A-11.012.

Student Contract

Booking Policies, Procedures, Terms & Conditions

It is IMPORTANT to please READ CAREFULLY and review these TERMS AND CONDITIONS BEFORE REGISTERING for one of our programs. This agreement is between you and Safety First Driving Academy, LLC. It refers to the services provided by Safety First Driving Academy. As described on our website, WWW.SAFETYFIRSTFL.COM. By registering for any of our programs you acknowledge that you have read and agree to all the TERMS AND CONDITIONS. You also acknowledge that you are the parent or legal guardian of the student or that you are at least 18 years of age.

-Parental Consent-

The parent or legal guardian of the student hereby agrees to allow their daughter or son to take part in a one-on-one driving lesson with a State Certified Safety First Driving Academy driving instructor and to take part in all the courses that correspond with the programs in which the student is enrolled in.

-Registration & Paperwork-

Registration is available for our programs online VIA our website, or over the phone. Upon submitting student information and payment, online through our website or VIA phone, this contract must be filled out, signed, and emailed back to Registration@safetyfirstfl.com. All documents must be filled out with the full legal name of the student matching Learner's Permit. Once submitted, the registration will be completed. Once the contract is received a Safety First Driving Academy scheduler will reach out to the student (and/or parent/legal guardian, whichever applicable) and ask for availability and discuss a schedule VIA email or phone. Prior to the first lesson, the instructor is required to make a photocopy of the Learner's permit for our records.

-Driver's License & Learner's Permit-

A student must hold a valid, original copy of their Learner's Permit or their Driver's License on their person, a photocopy is not accepted, prior to every lesson or the lesson will be forfeited.

-Payments & Payment Plans & Outstanding Fee's-

Payment plans are available for select programs, please contact the office directly for terms and conditions prior to registration. Payment plans are not accepted online and must be requested VIA phone at time of registration. We take debit/credit, VISA, MasterCard, AMEX, Discover. Checks and/or Money orders will be accepted by mail prior to any lessons being scheduled and until the check is cleared. Cash is accepted on a case-by-case basis. Returned check fees will be charged at the max allowable rate. All outstanding fees and balances must be paid prior to the start of the next lesson.

-Refund/Cancellation Policy-

Safety First Driving Academy, LLC Is in the business of providing service, namely the service of providing training and knowledge. Knowledge is a non-material commodity that cannot be returned or exchanged; therefore, we cannot refund money and services. Although, in the event that you are dissatisfied with our service, you can fill out our refund request form and we will review your request on a case-by-case basis, or we will allow

the remainder of your payment, if any, to be transferred to another student as a credit towards their instruction. Last minute cancellations on behalf of the student are subject to lesson forfeiture. Instructors will make any reasonable accommodations for last minute scheduling changes when possible. Due to unforeseen circumstances such as traffic or construction, the instructor may arrive late for the driving lesson. Keep in mind if arriving late the instructor will still conduct the driving lesson at the appropriate length determined by the instructor. Any lesson shortened from the scheduled time will be made up in the form of an extended lesson or in additional lessons.

-Rescheduling Lessons, No Show Appointments, & Scheduling Policy-

Safety First Driving Academy, LLC In its sole discretion, reserves the right to reschedule a student's appointment based on instructor availability for any of our services with no fees charged to the student. If the student needs to reschedule a lesson, he/she needs to give at least 48 hours' notice to avoid a \$40 reschedule fee. If the student does not contact the scheduler or their instructor, they will be charged the \$40 fee. The instructor may have an illness or sudden emergency and therefore, may have to reschedule a lesson the day of. Safety First Driving Academy will promptly notify the student as soon as possible if any of these circumstances should arise, and when agreed, the student will not be charged to reschedule the lesson. While we understand that things happen, our instructors build their days around prescheduled lessons and commute times. Instructors will wait 15 minutes, no more than 30 minutes after the scheduled lesson time and they will attempt to contact VIA phone and text before being considered a No Show. If there is a No-Show appointment, that lesson will be forfeited. It's the student's responsibility to ensure Safety First Driving Academy can meet their scheduling needs prior to completing their registration. Safety First Driving Academy will make every attempt to accommodate every student's needs in scheduling. If there is a deadline for a student, it's expected that the student, parent, or legal guardian contact Safety First Driving Academy. In advance to registering to confirm the deadline. We will make accommodation for students that have immediate needs in going away to College, the Military, Residency changes, as well as sports and activity schedules, etc. Once finished with registration, Safety First Driving Academy. Will provide a start date. Upon being assigned to an instructor, students can expect communication VIA phone, text, or email. Lessons usually consist of 120 minutes (about 2 hours) in length. Please consult with your instructor if you have specific lesson duration requests.

-Changing a Pickup/Drop Off Location, Geographical Restrictions-

Students may change the pickup and drop off location, with parental consent, for a behind the wheel lesson, but it must be within Safety First Driving Academy's geographical limitations and must be approved 24 hours in advance by the instructor. Safety First Driving Academy within its sole discretion has the right to deny any new pick up/drop off location. Last-minute changes may result in a loss of lesson time to accommodate. It is the student/parent/legal guardians' responsibility to ensure each program they sign up for is within Safety First Driving Academy serviceable radius. If a student wishes to be picked up outside Safety First Driving Academy's serviceable radius, then he/she must consult prior to registration. Additional rates may be incurred for additional travel time, and that charge will be determined on a case-by-case basis.

-Safety Behind the Wheel-

We reserve the right to stop a lesson at any time due to the student being reckless and/or for careless driving or unsafe conditions. Driving Instructors may take control of the car at any point during a lesson if they feel that the driver is unable to complete the lesson safely. If a lesson must be discontinued for any reason, the remainder of the lesson is subject to forfeiture, however we will do our best to accommodate the lesson time in the form of extending it onto a future lesson or doing an additional lesson. Students will wear appropriate clothing and footwear for lessons. Beach wear and/or flip flops/crocs are not suitable.

-Vehicles / Use of Our Vehicle-

All Safety First Driving Academy vehicles will be kept up to date with current registration, regular vehicle maintenance and servicing, tire pressure and all necessary repairs. All necessary safety precautions will be taken before the student gets in a Safety First Driving Academy vehicle for his/her lessons. Should anything happen to

any Safety First Driving Academy vehicle, which effects its safety or mechanical operation immediately prior to and/or during a lesson, Safety First Driving Academy will, at its sole discretion, either reschedule a pro-rated lesson or schedule another lesson at no cost to the student on a case-by-case basis.

-Release & Waiver-

Student and his/her parent or legal guardian hereby release, waive, and discharge all claims and potential claims against, and consents not to sue Safety First Driving Academy, LLC, subsidiaries, affiliated entities, officers, employees, agents, and facilities with respect to any damages, injuries or losses of any kind to the student or any vehicle or property damage or loss to any other party arising in connection with the student's enrollment and participation in the Safety First Driving Academy, LLC's programs and training sessions and the student's operation of any of Safety First Driving Academy's vehicles.

Initials X _____

-Student's Physical & Mental Condition-

It is the responsibility of the student and his/her parent or legal guardian to notify Safety First Driving Academy if there are ANY physical, mental, or other conditions that can affect the student's ability to receive instruction and drive safely. The student and his/her parent or legal guardian must notify Safety First Driving Academy if there is ANY kind of medication that can affect the student's ability to drive or operate machinery. It is similarly the student and parent or legal guardian's responsibility to check if ANY medications would affect the student's driving abilities. Parents of students with learning disabilities are required to disclose these conditions and share the student's individual learning plan with Safety First Driving Academy prior to starting behind the wheel lessons to contribute to the safety of both the student and driving instructor. Failure to do so may result in delays in scheduling.

Initials X _____

-Behavior-

Students must at all times act mature, respectful, and in an appropriate manner during a behind the wheel lesson. Any behavior the driving instructor or Safety First Driving Academy deems inappropriate and/or disruptive to the learning process, the instructor will attempt to give sufficient warnings about unacceptable behavior. No texting, cell phones, or electronic devices will be permitted during training sessions. In the case that the student does not stop with the unacceptable behavior, the result will be lessons forfeited.

Initials X _____

-Cognitive Awareness, Eyesight-

Student agrees that he/she will not be under the influence of alcohol, illegal substances, or any other intoxicants or legal drugs which might induce sleepiness, nervousness, or other conditions which could adversely affect his/her ability to drive a motor vehicle or understand and comply with oral or written directions regarding the use of a motor vehicle while participating in the program. The student agrees that his/her eyesight is sufficient for the purposes of carefully and cautiously driving a motor vehicle and sufficient to read and understand road signs. If he/she has prescribed eye wear, it is to be used throughout participating in the program.

Initials X _____

-Personal Property-

Safety First Driving Academy, LLC. is not liable for anything left in the vehicles by the students. Students must keep track of his/her belongings when in the vehicles.

Initials X _____

-Filming / Media / Dash cams-

Both the parent or legal guardian and student consent to the student being filmed during lessons. Each Safety First Driving Academy vehicle is equipped with an internal and external dash camera to record driving performance and events on the road. The purpose of these cameras is for safety, quality control, and training purposes. Videos that show students faces will not be distributed without consent. In consideration of my or my child's appearance or engagement on camera, I hereby grant Safety First Driving Academy and those acting with its authority and permission, the right to copyright, use, reuse pictures of me or the student or materials in which I may be included, in whole, part or composite, without restriction as to changes, alterations in character, form, or reproductions thereof in any media for art, factual documentary value or any other purpose. I hereby release, discharge, and agree to hold harmless Safety First Driving Academy, its representatives or assigns and all persons acting under permission or authority from any liability by virtue of blurring, alteration, optical, illusion or use in composite form that may occur while during the taping or filming or photographing of my or my Childs likeness or image in any subsequent processing. I warrant that I am a consenting adult or am of legal age and have the right to contract in my own name or the name of my child. I have read the above release and am familiar with its content. Safety First Driving Academy will notify you of any media distribution.

Initials X _____

-Danger and Damages-

Understanding that teaching students to drive is dangerous and fluid. The instructor will take every precaution available to keep the students and vehicle safe. However, when the student is operating the vehicle, they are ultimately responsible for anything that happens. This includes any moving violations, tickets, or red-light cameras. Crashes are always a distinct possibility. Should damage be incurred due to a student's carelessness or lack of cooperation or failure to follow instructions, the student, parent, or legal guardian assumes full responsibility of any replacement costs up to, but not exceeding the current insurance deductible when claim is made. This includes flat tires as a result of careless driving but excludes flat tires due to structural failure or nail punctures.

Initials X _____

-Guarantee or Warranty-

Safety First Driving Academy does NOT GUARANTEE, PROMISE, OR WARRANTY that any of its students will pass his/her road test or that they will not get into any automobile crashes while taking part in any behind the wheel courses or thereafter. To the fullest extent allowed by law, Safety First Driving Academy disclaims any and all express and/or implied warranties related to its program, methods, processes, or curriculum.

-Additional Passengers-

The student and/or parent/legal guardian agrees that multiple students or authorized passengers may be in a car under the supervision of a Safety First Driving Academy instructor.

Initials X _____

-Driving Instructor Development/Shadowing-

As part of our ongoing driving instructor skill development and commitment to our level of quality and service through our lesson delivery, Safety First Driving Academy, LLC instructors will periodically shadow one another's lessons. During a student behind the wheel lesson there may be a second instructor present in the vehicle as a silent partner observing the lesson.

-Change Of Program-

Safety First Driving Academy reserves the right, in its sole discretion, to change, alter, modify, and/or terminate its program or any portion thereof at any time as it deems necessary. Instructors may change the program/lesson at the last minute due to unforeseen illness or issues.

-Student Availability for Lessons-

Please indicate the student's weekday/weekend availability. Please outline if you would like to pickup/drop off at home, work, or school.

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

-List Any Dates Student Is Unavailable-

Please indicate if student has upcoming appointments, sports events, vacations, etc.

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

-Special Considerations/Requests-

Please note any special requests, or comments. Include items such as, medications, glasses/contacts, learning challenges, and any other comments.

-Alternate Addresses-

List any alternate pick up/drop off addresses that might be used throughout the lesson program. If using a school address, please list school name.

I certify that I have received, read, and agree to all of the Safety First Driving Academy TERMS AND CONDITIONS.

Students DOB: _____ Age: _____ M/F _____ Last 4 Of SS# _____

Students Name (Print): _____

Students Signature: _____ Date: _____

Student Phone#: _____ Student Email: _____

Parent/Legal Guardian Name (Print): _____

Parent/Legal Guardian Signature: _____ Date: _____

Parents Signature Required for all students under 18 years of age

Parent/Legal Guardian Email: _____

Address: _____

Parent/Legal Guardian Phone #: _____

Permit/DL #: _____ Issued: _____ Expires: _____

Let us know how Did you Hear about Safety First Driving Academy

How Did you Hear About Us? _____

Thank you for Choosing Safety First Driving Academy, LLC.