

## Pinellas Driving School, LLC

5348 1<sup>st</sup> Avenue North St. Petersburg, FL 33710

PinellasDriving.com 727-828-6063

# **Student Agreement**

This agreement is made between Pinellas Driving School ("School" or "Instructor") and the registered individual ("Student") and effective from the date the first lesson is scheduled. PLEASE READ THE ENTIRE AGREEMENT!

#### 1) SCHOOL AGREES TO

- a) Provide automobile driving instruction and progress towards the Student's goals at a pace deemed appropriate by the Instructor.
- b) Make every reasonable effort to keep Student safe.
- c) Give feedback to Student at the end of each lesson.
- d) Allow a relative of the Student to ride along on lessons provided they are not a distraction.
- e) Give Student at least 22 hours notice of any schedule change.
- Notify Student if the instructor will be more than 30 minutes late for a lesson.
- g) Wait up to 30 minutes after the scheduled lesson start time if the Student is not available or ready.

#### 2) STUDENT AGREES TO

- a) Be available and ready for each scheduled lesson 10 minutes prior to, and up to 30 minutes after the scheduled lesson time.
- Give School at least 48 hours notice of any schedule change.
- Practice driving skills as suggested by Instructor as much as possible between lessons.
- d) Notify School of any and all health issues including any relevant illness or injury, vision or hearing issues, mental disorders (OCD, ADHD, etc.) or physical disabilities or impairments.
- e) Wait for, and follow Instructor's instructions at all times.
- f) Carry their valid Learner's Permit or Driver's License at all times when driving on public roads.

#### 3) FEES & CANCELLATION POLICY

- a) Lesson fees must be paid at the time of scheduling. Lessons purchased in a package are valid for one year from date of purchase.
- b) Lesson time begins when Instructor arrives. If Instructor is impeded by a gate or security, lesson time begins when the instructor arrives at the gate.
- c) Student may reschedule or cancel at any time prior to 48-hours before a lesson using School's online scheduler, or by calling or emailing the School.
- d) Fees paid for lessons that are missed or expired (unused 1 year from date of purchase) are non-refundable.
- e) Cancellation Policy: To cancel within 48 hours of your appointment, contact us by phone or email. If you cancel within 24-48 hours of your appointment, on request we will email a coupon code to reschedule that lesson for a fee that will not exceed 75% of amount paid for the lesson. If you cancel within 24 hours of your

- appointment, or do not make the appointment for any reason (no-show), the lesson cannot be rescheduled.
- f) Complete Fees for Services information, and Cancellation Policy are as documented on www.pinellasdrivingschool.com.

### 4) TERMINATION OF AGREEMENT

- a) Any violation of this agreement by any party is cause for termination of services.
- b) Either party may voluntarily terminate at any time.
- c) Agreement will be automatically terminated 180 days after the last scheduled Lesson. Unused pre-payments on record at that time will be forfeited.

#### 5) LIMITATION OF LIABILITY

a) School shall be held harmless and not liable for any personal injury to any person, or for any damage that may occur during a Lesson while the Student is driving. Student's exclusive remedies for any claims related to the services provided by the School under this agreement shall be limited to the total payments made to the School.

#### 6) NOTICES, ASSIGNMENT & AMENDMENT

- a) All notices or other communications required or permitted to be given shall be in writing via letter, telephone, electronic mail or SMS text message.
- b) The Student shall have no right to assign its respective rights and obligations under this agreement, without written consent of the School.
- c) No change or modification of this agreement shall be valid unless agreed upon by the School, in writing and signed by both parties.

#### 7) SEVERABILITY

a) If any section or clause of this agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section or clause shall not affect the remaining provisions of this agreement.

#### 8) AGREEMENT

a) This agreement constitutes the entire agreement between the School and the Student, and any verbal assurances or promises not contained herein are not binding on any party.

#### 9) AUTHORIZATION

- a) The School hereby consents to this agreement.
- b) By completing the online Student Information form and scheduling lessons using the School's online scheduler, the Student consents to this agreement.