

1. DrivInstruct Driving Academy does NOT refund any tuition monies or any part thereof.
Releases

1. This Contract constitutes the entire agreement between the DrivInstruct Driving Academy and the Client (Student/Parent). No verbal promises not contained herein shall bind DrivInstruct Driving Academy or the client.
2. The Driving Academy will not be held responsible for delays caused by mechanical failure, unsafe driving conditions due to bad weather, street construction, heavy traffic or any other reason over which the School has no control (i.e. public-school closings, state of emergencies, etc.). The Driving Academy will make every effort to give the student as much notice as possible for potential delays and work with the student to reschedule if needed.
3. The student and/or their parents(client) understands that certain hazards and risks are inherent in the operation of motor vehicles. The client does hereby specifically assume all risks as may be incurred in the normal operation of a motor vehicle during the course of instruction. All vehicles are fully covered with liability insurance. The client (student/parents) will hereby fully and completely release DrivInstruct Driving Academy, its' agent and employees from any liability whatsoever and from any and all claims or causes of action resulting or arising from any damage or injuries suffered by student (client) during this course or any extension thereof, to the extent that such claim shall not be covered by the school's insurance coverage. The student (client) hereby further agrees to indemnify and hold the DrivInstruct Driving Academy harmless from any claim made against it for any damage or injury suffered by any person, company, corporation or other entity, growing out of the student's operation of school vehicle, or as a result of the student's course of instruction, to the extent that such a claim is not covered by the DrivInstruct Driving Academy insurance.

Changes and Cancellation Policy

The following will result into a "NO-SHOW/CANCELLATION" and student/client will be charged \$65.00 per hour for the scheduled driving hour(s). Please be advised: **No Driver's Education Certificate will be issued if there are any outstanding balances.**

- a. Students **MUST** provide a minimum of 24 Hours' notice for all cancellation of lessons.
- b. Original Learner Permit Must be produced by student/clients for all Behind the Wheel & Observation sessions.
- c. Students must be on time for all their appointments. Students arriving more 10 minutes late will forfeit his/her drive time and will result into a no-show and \$65.00 per hour cost for the time he/she scheduled. Please be on time.
- d. Students must wear corrective lenses/eyeglasses if their permits require.
- e. If student is under the influence of marijuana, alcohol or any illicit substances and/or if student is operating the motor vehicle in a reckless and dangerous manner the lesson will be terminated and result into a no show, plus termination of services. There will be NO refunds!
- f. Student must practice proper hygiene (bathe, use deodorant, brush teeth). When student body odor is offensive to an unbearable degree, they will be asked to rescheduled, resulting into a no-show and a \$65.00 charge.
- g. If student is experiencing flu-like illness or other potentially contagious condition, student must cancel his/her appointment. Anyone shows up sick will be cancelled and he/she will be charged for the scheduled drive time.

A doctor's letter MUST be provided, in order for us to waive any fees for less than 24 – Hours notification (Once Only)

- h. No Driver's Education Certification and No Student Transfer will be issued until all monies owed to DrivInstruct Driving Academy has been received in full.
- i. There is a \$25.00 charge for late or last minute/less than 24 Hours' notice for change of pick up location.
- j. There is a \$15.00 Charge for each time student log cards are missing. Please do not lose your cards. Have cards with you.
- L There is a \$50.00 Service Charge to transfer students from DrivInstruct Academy to another driving school.
- m. Students are responsible for and will be charged the deductible of \$250.00 for any accidents/collision that they cause.
- n. Students will be charged \$100.00 for blowout and for popping of tires that the student causes.
- O. There is no sleeping during classroom instructions. Students will be sent home for sleeping in class. \$50.00 makeup class charge.

Appointment Scheduling

Appointments can be scheduled either through the online student portal or by contacting our office at 781-344-5000. Appointments are scheduled based upon instructors' availability. We cannot and we will not create driving hours that are not listed on the website. For same day appointment, clients must contact the office, if they are unable to select the time slot through their account.

Students will receive three (3) appointment notices to remind them of their upcoming appointments.

We do **NOT** push back appointments! You will need to cancel & reschedule your appointment if you cannot make it on time!

PICKUP and DROP OFF

Pick-up and Drop-off for driving lessons and for observation hours are at the Driving Academy's principal place of business, located at 797 Washington Street, Stoughton, MA 02072.

As a courtesy, we offer alternative pickup/drop-off (with restrictions) services at home and designated nearby High Schools.

WARNING

For Adult Students: Services will be considered to be abandoned after 90 Days without driving and services will be terminated

Please be advised that anyone who intentionally cancels a payment, after services have been rendered to them, they will face criminal complaints against them, for "Theft of Services" fraud (if paid by Credit Card) and any other criminal charges that the law deems to be necessary and appropriate.

NOTE:

All services must be completed within one year of enrollment. After one year, services will be forfeited. No Driver's Education Certification and No Student Transfer will be issued until all monies owed to DrivInstruct Driving Academy has been received in full.

Students must use seat belts at all times!

Electronic Devices: The use of electronic devices is prohibited in the classroom & during driving/observation hours.

Food: Eating, drinking is prohibited inside the car.

Sleeping: There is “NO SLEEPING” either in the classroom or during driving/observation hours.

Anyone who appears to be sleeping during classroom sessions will be asked to leave and he/she will need to make up the class. Makeup Classroom Sessions are \$50.00 per classroom session.

Weather Related Cancellations:

In the event of weather-related emergencies where schools are cancelled or dismissed early due to inclement weather, lessons may be cancelled. Although we make every effort to keep Behind-the-Wheel lessons, our instructor will determine on the road safety and make a determination whether or not to cancel.

Whenever lessons are cancelled, students will be notified and we will reschedule their lessons as soon as possible.

Cancellation notices can be found on the Student Portal, on our website, or notices may be sent out via email. Whenever in doubt, please contact our office at 781-344-5000.

Unexpected Delays:

Traffic is often unpredictable, as a result, pick-up and drop-off time may vary. We ask that students lookout for our instructor 10 minutes before to 10 minutes after their scheduled driving hour. Because lessons are scheduled close together, instructors cannot wait more than 10 minutes for a student, doing so will affect the other student's drive-time. After 10 minutes, you will be considered a no-show and you will be charged a \$65.00 'No-show' fee.

Payments:

Please be advised that anyone who intentionally cancels a payment, after services have been rendered to them, they will face criminal complaints against them, for “Theft of Services” fraud (if paid by Credit Card) and any other criminal charges that the law deems to be necessary and appropriate. You will incur a \$35.00 fee for all Bounced Checks.

Road Test Information and fees

DrivInstruct Academy offers Road Test Sponsorship, as a separate service. Below are available options:

- a) If students plan to schedule their own road test – Students must pay **\$35.00** fee, so that we can electronically submit and request their Certificate of Completion from the RMV. Once they are certified they can schedule their tests.
- b) If students plan to take their road tests through the DrivInstruct Academy, students must a fee of \$150.00, plus \$35.00, for the electronic registration of the Certificate of Completion, which totals **(\$185.00).**

Once payment is received, we will arrange the road test and you will be notified of your test date and time.

Road Test Policy:

Please be aware and understand that scheduling an Alternative-Hours Road Test means that you are committing to the booked date that cannot be cancelled.

If you cannot make the road test after it has been scheduled, you will be considered a “No-Show” and you will incur a non-refundable \$35.00 road test fee, by the RMV and you will forfeit the road test sponsorship fees that you paid to the DrivInstruct Driving Academy. In addition, the RMV will prohibit you from scheduling another road test for 14 days. You can contact the RMV if you have issues with this issue, by calling 857-368-8000. Sponsorship fees are non-refundable and no free retest will be issued.

By making payment, you acknowledge that you have read, you understand and you agree to our Terms & Conditions of service.

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