



a Virginia DMV Approved Driver Training Provider

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Leesburg, Virginia www.SafeRoadDrivingAcademy.com

***MOTOR MUSES - 1 on 1 Instruction - Terms of Service**

Safe Road Driving Academy, LLC agrees to provide the following:

- # session(s) [as registered] of 1 on 1 Private Instruction in clients car/vehicle, with a certified and highly qualified instructor. Training will begin with an evaluation of the students vehicle, driving skills and knowledge, followed by instruction and practice as required. All training is geared to the students needs and will prepare the student for Behind the Wheel and eventual licensing when eligible.
- Each training session is 120 minutes (2 hrs.)
- Pick up and drop off is included in each training session within our service area

The School and the Student/Parent/Guardian agree to the following terms and conditions:

- Full payment is due at or prior to the first session
- There is a **\$35.00** fee for returned checks.
- Training is conducted by appointment only and the Student will be charged a **\$75.00** service charge for any appointment he/she does not meet, unless the school is given at least 24 hours of notice.
- No Certificate for Completion will be issued until all fees have been PAID IN FULL.
- The School will not refund any monies or any part thereof when actual services have been rendered.
- The School will complete the course in a reasonable length of time. However, it cannot be held responsible for delays caused by mechanical failure, unsafe driving conditions due to weather, or any other reason over which it has no control.
- The School will give the Student as much notice as possible if any delay becomes necessary or is foreseen.
- The School will notify the Student in the event the School cancels classes. School/Instructor will do everything possible to reschedule ASAP, or, the student may elect to reschedule on their account.
- Students are fully accountable for their conduct. They can be dismissed from the course for misbehavior without refund.
- No food, drink, smoking, or sleeping and cell phones must be turned off.
- A **\$35.00** fee will be charged for replacement of lost certificates.
- The School agrees to exert its best efforts in teaching the Student to meet the requirements of the examinations. However, there is no guarantee the student will pass the DMV road test, secure a drivers license or be granted employment at the conclusion for this course.
- The fees set out herein are guaranteed for ninety (90) days from the date of this contract.
- The Student understands that certain hazards and risks are inherent in the operation of motor vehicles.
- The Student does hereby specifically assume all risks as may be incurred in the normal operation of a motor vehicle during the course instruction. All vehicles are fully covered with Liability Insurance.
- It should be emphasized that successful completion of any Behind the Wheel course does not and should not imply that the Student is a safe accomplished driver. During the course, students are instructed in the basic skills necessary for the safe operation of a motor vehicle. However, as with any skill, it is only with repeated practice that the skill is developed and perfected.
- It is the responsibility of the student or in case of a minor, the parent/guardian to report to the Department of Motor Vehicles of any concerns regarding the School, instructor behavior or quality of instruction at the School. DMV is committed to promoting transportation safety through the certification of quality driver training programs. If you have comments or concerns about this course, call DMV at 1-877-885- 5790 or email dmvclu@dmv.virginia.gov
- This contract constitutes the entire agreement between the School and the Student and no verbal, assurances or promises not contained herein shall bind the School nor the Student.

Additional Terms specific for Motor Muses Services

***Clients must present proof of current insurance policy to the instructor that includes liability and collision coverage. Failure to do so will result in cancelation of the session and forfeiture of fees paid.**

INSURANCE AND LIABILITY LIMITATION. Client acknowledges that (a) the Services will not be provided using a dedicated driving instructional vehicle with dual or similar emergency controls and (b) there is a risk of traffic accidents and other incidents or injuries inherently associated with driving education. Client accordingly agrees that Client shall maintain adequate accident, casualty, and property damage insurance on the vehicle(s) supplied by Client under this Contract. In addition, Client releases from liability and waives Client's right to sue Motor Muses, its members, officers, employees, volunteers, and agents in connection with any and all claims for physical injury, illness (including death), or economic loss that Client or Client's children may suffer or which may result from participation in the Services, unless caused solely by the intentional misconduct or gross negligence of Motor Muses. In no event shall Client be entitled to recover any secondary, incidental, or consequential damages; Client's sole remedy for breach of this Contract shall be limited to actual damages not greater than the total payments made under Section 2 above. EXCEPT AS SET FORTH EXPRESSLY HEREIN, ALL SERVICES PROVIDED UNDER THIS CONTRACT ARE FURNISHED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Parent or Guardian:

Your continued work with your son/daughter is essential to further develop strong driving skills. It is mandatory that you provide your child with a minimum of FORTY-FIVE (45) hours of additional supervised Behind the Wheel driving conducted prior to license issuance. *Additionally, A parent or guardian must participate with the student in an additional 90-minute driver education component as part of the in-classroom portion of the driver education curriculum. The parent or guardian and student will be required to sign an Affirmation of Attendance, DMV form DTS 90, to acknowledge completion of the required 90-minute component.*

I hereby request that my son/daughter _____, be enrolled in a Safe Road Driving Academy driving instruction course. I understand that completion of this course does not signify that his/her skills are proficient enough to operate a motor vehicle without adult supervision.

Signed: _____ Date: _____

We have read this contract and agree to abide by the conditions:

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Driving School Rep Signature: _____ Date: _____