

**MY FIRST DRIVE DRIVING SCHOOL LLC**  
ADULT ENROLLMENT CONTRACT

**GRADING / PROGRESS**

Progress standards must meet the requirements of the current rules adopted by the Texas Department of Licensing & Regulation (TDLR). Mastery is a prerequisite to awarding a grade of 70 or above. Evidence of mastery shall be determined by one or more of the following methods: 1) unit tests; 2) written assignments; 3) skills performance checklist; and 4) comprehensive examinations of knowledge and skills.

**RULES OF OPERATION AND CONDUCT**

A student or prospective student may be dismissed or barred from the school for tardiness; drunkenness or obvious signs of drug use; rude, vulgar, or disruptive behavior; smoking or using tobacco products; using a cell phone during class or in the car; or being otherwise inattentive (sleeping, texting, reading, etc.). Students terminated for violating rules of conduct may be readmitted at the discretion of the school director.

**CANCELLATION POLICY**

A full refund of all money paid by a student if the student cancels the enrollment contract before midnight of the third day, other than a Saturday, Sunday, or legal holiday, after the date the enrollment contract is signed by the student, unless the student successfully completes the course or receives a failing grade on the course examination; or the enrollment of the student was procured as a result of a misrepresentation in advertising or promotional materials of the school or course provider; or a representation made by an owner or employee of the school or course provider.

**A NO-SHOW FEE OF \$50 WILL BE CHARGED IF THE SCHOOL IS NOT NOTIFIED OF A CANCELLATION AT LEAST 24 HOURS PRIOR TO A SCHEDULED IN-CAR LESSON.** A fee of \$ 250 will be charged if a student defaces or damages any school property (desks, tables, vehicle, etc.) A damaged or lost DE-964 form can be replaced at a cost of \$30. An administrative fee of \$ 50 is charged if any kind of refund is requested after the first day of the class. Learner license/permit and/or road test certificate will not be issued until complete payment has been received.

**REFUND/TERMINATION/DISCONTINUED COURSE POLICY**

- The effective date of the termination for refund purposes will be the earliest of the following: (a) the last day of attendance, if the student is terminated by the school; (b) the date of receipt of written notice from the student; or (c) the 10th school day following the last day of attendance.
- If tuition is collected in advance of entrance and, if a student does not enter the school, terminates enrollment, or withdraws, the school: (a) may retain not more than \$ 50.00 as an administrative expense; and (b) shall refund that portion of the classroom tuition and fees and behind-the-wheel tuition and fees that correspond to services the student does not receive.
- The school shall refund items of extra expense to the student, including instructional supplies, books, laboratory fees, service charges, rentals, deposits and all other charges not later than the 30th day after the effective date of enrollment if: (a) the extra expenses are separately stated and shown in the information provided before enrollment; and (b) the student returns to the school any property in the student's possession.
- A full refund of all tuition and fees is due and refundable in each of the following cases: (a) when an enrollee is not accepted by the school; (b) if the course of instruction is discontinued by the school at this location; or (c) if the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or misrepresentation by the owner or representation of the school.
- Refunds shall be completed within 30 days after the effective date of termination; there are no refunds after the certificate issuance.

**ACKNOWLEDGEMENT**

I have been furnished a copy of the school tuition schedule; cancellation and refund policy; makeup policy and school regulations pertaining to absence, grading policy, progress, and rules of operation and conduct. The school maintains a business insurance policy for vehicles with coverage as required by Texas Transportation Code, Chapter 601, and uninsured or underinsured motorist coverage. I understand that the school is prohibited from issuing a DE-964 or ADE-1317 if the student has not met all the requirements for course completion, and the student should not accept a DE-964 or ADE-1317 under such circumstances. I further realize that any grievances not resolved by the school may be forwarded to Texas Department of Licensing and Regulation Attention: Enforcement Division PO BOX 12157 Austin, TX 78711; 800-803-9202

[www.tdlr.texas.gov/complaints](http://www.tdlr.texas.gov/complaints). This agreement constitutes the entire contract between the school and the student, and assurances or promises not contained herein shall not bind the school or the student.

### **NOTICE TO PARENTS AND GUARDIANS**

As the parent or guardian of a teenager, you are entitled to know the minimum requirements of a teen driver education course. There are thirty-two (32) required hours of classroom instruction. Your teen must attend the first six (6) hours of classroom instruction before a learner's permit will be issued by DPS. Only two (2) hours of scheduled classroom instruction are permitted per day.

The classroom instruction phase shall be completed within the timelines stated in this contract and all 32 hours must be attended and successfully completed or made up. If a student fails to successfully complete the 32 classroom hours, this school is required to contact DPS and cancel the learner's permit. Seven (7) clock hours of in-car driving instruction and an additional seven (7) clock hours of in-car observation are required. A two-hour increment of behind-the-wheel instruction may be offered once during the behind-the-wheel phase of instruction for each student. Thirty (30) additional clock hours of behind-the-wheel instruction must be provided to young drivers and certified by a parent or guardian before a teenager may progress to Phase 2 of the Texas' Graduated Driver Licensing program.

If your teen transfers to another school or driver training program, timelines may change and credits for classroom and/or in-car training may not be transferable to the new driver training school. The entire driver education course must be completed within the timelines stated in this contract. (Note: During peak enrollment periods, in-car instruction times could be subject to availability.) If you have a reason to believe that these minimum requirements are not being met or have a complaint, please contact TDLR customer service at 800-803-9202 or 512-463-6599 or visit [www.tdlr.texas.gov](http://www.tdlr.texas.gov).