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STUDENT CLASSROOM ENROLLMENT CONTRACT

**** ALL CONTRACTS ARE FOR 12 MONTHS****

Student's First Name: _____Middle Initial: ____ Last Name: _____

Birthdate: _____ Nickname: _____

Street Address: _____ City: _____ Zip: _____

Email: _____ Email: _____

Emergency Contact Name: _____ Phone: _____

Emergency Contact Name: _____ Phone: _____

Start Date: _____Start time: _____ End time: _____

Course Completion Date: _____

General Terms of Service

All classroom and in-car instruction must be completed within the 12-month contract period or will result in the student being removed from the program. An extension beyond the timeline stated in the original enrollment contract can only be approved by the school owner and must be agreed upon in writing by the parent or guardian.

The reasons for granting such an extension can only be for reasons beyond the student's control (i.e. student's hospitalization, student's extended illness or injury, or an extended absence (6 months or longer) from the state of Texas and/or the United States during the contract period.)

Participation in extracurricular activities, including sports, performing arts, band, or other school-related events, cannot be used as a basis to request an extension of the student contract.

If approval of an extension is granted a reinstatement fee of $200 will be applied, providing the student with an additional 90 days in which to complete the training. Failure to complete the training during the extension period will result in notification to DPS and revocation of the student's Texas Learners Permit.

Classroom Instructions

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. All written work done as part of the class will be turned in at the end of class to the instructor to be included in the student's folder.

Attendance/Absence: By state law, a student must receive 24 hours of classroom instruction. A student must also attend 55 minutes out of each 60-minute instructional period, so the student should arrive at least 10 minutes early for each class. If a student shows up 10 minutes or later after the classroom instruction has begun, attendance for that class day will not be counted. Make-up lessons shall be completed within the timeline specified in the original student enrollment contract. If a student is absent in excess of 10 classroom hours (5 days), the student enrollment will be terminated from that class and no refund will be issued.

Students may be switched to a different class at the discretion of the school owner.

Certification of Completion: A student must complete the hours of instruction for the required classroom and in-car phases of the minor or adult driver education course, including any makeup lessons, within the timeline specified in the original student enrollment contract before a certificate of completion will be provided.

Issuance of Driver's License Permit: Account balances must be paid in full before Hutto Driving School will issue a student their DE-964 certificate that will allow them to get their Learner's Permit and/or Driver's license. No exceptions.

Rules of Operation and Conduct: A student or prospective student may be dismissed or barred from the driving school for: damage to company property, tardiness; drunkenness or obvious signs of drug use; rude, disrespectful, 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 who are dismissed for violating the rules of conduct may only be readmitted at the discretion of the school owner. Students who are dismissed from the driving school for any of the aforementioned reasons will not be eligible for a refund, regardless of the number of unused hours from their purchase.

In-Car Instructions

Grading/ Progress: Grading is based upon the student's ability to maintain appropriate speeds, observation, following all the rules of the roads, acknowledgement and understanding of road signs, breaking, taking proper control of the vehicle, and overall learning how to be a safe, responsible driver. Students driving progression is graded using a skills performance checklist. Skill performance checklists are completed by the instructor at the end of the scheduled drive time and are included in the student's folder.

Attendance/ Absence: All drives start and end at our office location. A full hour of absence is charged to the student when he/she does not attend the full 55 minutes of instruction during a 60-minute period. Students must arrive 5 minutes before their scheduled appointment for check-in. Late students will not be allowed to drive for that day and will have to be rescheduled. Our driving schedules are designed in a way that provides flexibility for the student, but late arrivals put a strain on our schedules causing a delay for other students. If a student must be cancelled for being late a $55.00 will be charged. We strictly enforce this policy.

Eligibility to Drive: Students must have their valid TX learner's permit with them in person in order to drive. If a student does not have their permit for their scheduled drive, they will be issued the "No-Show" Fee. Arriving without a valid TX learner's permit or driver's license, eyewear if required, or being impaired for any reason (lack of sleep, intoxication, medication, etc.), or wearing footwear which may impair the ability to safely operate the vehicle (heels, heavy boots, platforms, flip flops), the lesson will be canceled and considered a no-show, therefore a no-show fee will be applied.

Driving Reservations:

All behind-the-wheel appointments will be scheduled and or canceled by the student, parent or guardian using the online portal that was created during registration. The driving school is not responsible for scheduling or canceling driving reservations. Requests, confirmations, and cancellations for driving reservations should be emailed to huttodrivingschool@gmail.com or by logging in to your online account at www.huttodrivingschool.com.

Parents, please make your best effort to pick up your students on time after they have completed their driving session. This helps us tremendously to stay on schedule.

Cancellation of Driving Reservations:

Driving reservations must be canceled within 24 hours prior to a scheduled in-car lesson or a no-show fee of $55.00 will be applied to the student's account, and any future drives for that student will be canceled, and they will not be allowed to schedule any additional drives until that fee is paid in full. If a driving appointment is cancelled within 4 hours of the scheduled drive time the no show fee of $55.00 will apply. In addition, the student will lose that hour and will be required to purchase that hour back at the market rate of $75.00.

Certificate of Completion: As required by state law, a student must complete the required classroom and in-car instruction hours for the minor or adult driver education course, including any makeup lessons, within the timeline specified in the original enrollment contract or a certificate of completion cannot be released.

Transfer from Parent Taught or Online Drivers Ed

If your student was originally signed up for parent taught or completed an online course, you will be required to request a transfer from your provider to Hutto Driving School before they can begin their first drive time. No exceptions as this is required by state law.

Cancellation Policy

A full refund will be made to any student who cancels the enrollment contract before midnight of the 3rd day, excluding Saturdays, Sundays, and legal holidays, after the enrollment contract is signed by the prospective student/parent, unless the student has completed the course and accepted a certificate of completion during that period.

After the third day, if the student does not enter the school, terminates enrollment, or withdraws, the school may retain up to $50 as administrative expenses.

Refund Policy

If a student withdraws or is terminated from the course or the provider, a refund will be issued for the portion of the classroom and in-car tuition corresponding to the services not received. The refund will be calculated based on the actual instruction received up to the last date of attendance.

- Refund calculations for behind the wheel instruction are solely based on the number of driving hours utilized. NOT observations.
- Refunds are not provided if driving time was fully utilized, regardless of any student complaint.
- Failure to complete classroom and in-car instruction within the 12-month contract period will result in the student being removed from the program, and no refund will be given.

18+ students enrolled in Teen Program

Refunds will not be provided, and packages will not be altered/changed if a student started driver's education under 18 years of age, but then student turns 18 during enrollment. Students must renew their learner's permit once they are 18 to continue utilizing the package they purchased. If we are not provided with an updated, valid learner's permit within 30 days of a student turning 18 years old, their package will be null and void, all services forfeited, and full payment will be required again for any services.

Utilization Policy

Upon purchase, all packages must begin to be utilized within **6 months** of purchase. If an account remains dormant for more than 6 months, regardless of any services already provided, and the driving school is not informed within this period about the reasons for the inactivity, the package will be considered null and void. All services will be forfeited, and full payment will be required for any future services.

Hutto Driving School Vehicle Rental

HDS vehicles are available to rent for the DPS Road Test for a fee of $75.00. Reservations must be made in advance so that the car will be reserved for your specific date and time of testing.

Replacement of State Issued Certificate of Completion (DE-964 Certification)

Students needing a copy of their state issued DE-964 certificate will be charged $45.00 for a replacement.

Fees for our DPS Notebooks and Drive Right Hardback Book

If a student checks out our DPS or our Drive Right hardback book and does not return them to the school a fee of $100.00 will be charged and their final certificate will be withheld until the fee is paid.

TDLR Requirements

- 24 classroom hours
- 6 classroom hours to be completed before the certificate is issued for the permit
- 2 hours of classroom per day (excluding make-up lessons)

- 7 driving hours required and 7 observation hours
- One, 2-hour in-car lesson authorized for each student
- 30 ADDITIONAL DRIVING HOURS to be administered by a parent or person who is 21 years of age and has been a Texas licensed driver for a minimum of 1 year.
- Schools are not mandated to accept the training hours for students transferring from another school.

Acknowledgement

I have been furnished a copy of the school tuition schedule, cancellation and refund policy, makeup policy and school regulations about absence, grading policy, progress, and rules of operation and conduct.

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.

This agreement constitutes the entire contract between HDS and the student, and assurance or promises not contained herein shall not bind the school or the student.

Hutto Driving 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 further realize that any grievances not resolved by the school may be forwarded to the Texas Department of Licensing and Regulation, Driver Education and Safety, P.O. Box 12157, Austin, Texas 78711, or by facsimile to (512) 463-9468, or electronically to: https://www.tdlr.texas.gov/help/. The current telephone numbers of the department (800-803-9202 or 512-463-6599) shall also be provided.

READ ENTIRE CONTRACT BEFORE SIGNING

A copy of the contract must be given to the parent and a copy maintained by the school and kept in the student file for at least three years.

Parent/Guardian/Student (if over 18) Signature: _____ Date: _____

Signature of HDS Representative: _____ Date: _____