



SAFEPASS
DRIVING SCHOOL

License # 3897 - SafePassCLE.com - 216-268-9722

5035 Mayfield Road, Suite 107 - Lyndhurst, OH - 44124

Training Agreement for Classroom Students

This contract is entered into by and between Safe Pass LLC and:

Student Full Name _____

First

Middle

Last

Address _____

City _____ State _____ Zip _____

Date of Birth ____/____/____ Student Cell _____ Parent Cell _____

Tuition Cost \$ _____ Class Start Date ____/____/____ Must Complete Course by ____/____/____

(180 Days after Class Start Date)

Terms: Safe Pass LLC, hereinafter referred to as "Safe Pass", agrees to provide applicant, hereinafter referred to as "Student", twenty-four (24) hours of classroom instruction and eight (8) hours of practical driving instruction based on the Ohio Driver Training Curriculum. Should a student be unable to attend available training sessions offered, Safe Pass is relieved of the aforementioned obligation. Regulations prohibit more than four hours of training to be conducted in one day. Safe Pass shall furnish a licensed Instructor and a fully-insured motor vehicle for instruction. For the safety of both students and Instructors, this vehicle may be equipped with technology that will record video, sound, and GPS location data for use in crashes, to substantiate situations of concern, and other applicable situations. No instruction shall commence until the student has paid all fees in full and has presented a valid temporary permit or birth certificate showing that the student is at least 15 years and 5 months old. The student is required to obtain a valid temporary driving permit prior to scheduling the practical driving portion of the training.

Any additional classroom training that the Student chooses to procure shall be furnished at the rate of \$70.00 per hour. Any additional behind the wheel training that the Student chooses to procure shall be furnished at the rate of \$70.00 per hour. Student, upon the approval of Safe Pass, may, for an additional fee of \$145.00, use Safe Pass's vehicle to take a driving exam at a State exam center located in Cuyahoga County, OH.

Tuition rates are subject to change without notice. Rates are guaranteed only for courses or offerings for which students are currently registered and have already submitted the corresponding tuition. Please see SafePassCLE.com for current tuition rates.

Cancel/Reschedule: If the Student is unable to attend a classroom lesson for which they are registered, they must contact Safe Pass at 216-268-9722 at least 2 business days before the scheduled class. If the student does not reach a live person when calling, they must leave a voicemail with their name, a good callback number, and the reason for which they are unable to attend the class. Failure to do so will result in a \$25.00 per hour fee for each hour of class missed in which a seat was reserved for the student. Students must complete all classroom lessons before beginning behind the wheel lessons. If the student is unable to attend a classroom lesson because of an unexpected and unavoidable emergency, they must complete the Class Switch Form. If the student is unable to attend a class for any other reason, they will be able to procure a private class (dependent upon Safe Pass's availability) at the rate of \$70.00 per hour.

If the student must cancel or reschedule a scheduled driving lesson, the cancellation or rescheduling must be made a minimum of 2 business days prior to the scheduled appointment. Failure to do so will result in an additional fee of \$25.00 per hour scheduled. The same fee shall apply should the student fail to appear for, or for any reason not be prepared to take (as determined by the Instructor), the scheduled lesson. Safe Pass reserves the right to deny the Student admittance to any class or lesson if the student is tardy.

As explained in 4507-01-09 of the Ohio Administrative code, "All training as required in this rule and rule 4501-7-10 of the Administrative Code, provided by the enterprise shall be made available to, and completed by, the student within six months of the first date of training, unless mitigating circumstances occur."

Refund Policy: All refund requests for all services are charged a \$10.00 processing fee. No refunds are permitted once a seat has been reserved for a student in monthly classroom lessons. Refunds will be processed in full if Safe Pass cancels a class/service for which Safe Pass is not able to offer a substitution. Refunds take 7-10 business days to process and will be provided by check. No refund will be issued if the student is expelled for disciplinary reasons. Should a check received as payment be returned, the student will be removed from class and driving schedule until such check is made good. An additional fee of \$30.00 will be charged for any returned check. Upon expiration of this agreement, as indicated by the "must complete course by" date above, a reinstatement fee will be charged before any further services are provided. If training is not completed by the "must complete course by" date above, training must be restarted and, if the student and parent so choose, a new agreement signed.

Safe Pass does not guarantee the issuance of a driver license to any student or that any student will pass the road test.

Safe Pass reserves the right to cancel this agreement at any time, should the Student's conduct indicate a lack of responsibility deemed necessary by Safe Pass to safely operate a motor vehicle. Destruction of property or the possession, distribution, or use of any tobacco product (including vaping), alcohol, or drug misuse or abuse is strictly prohibited.

Health Policy: For the health and safety of the student and others, the Student and the Parent acknowledge that they have reviewed and agree to follow the health policy located under the "Health" tab at SafePassCLE.com. If the Student or the Parent or any representative for

the Parent fail to adhere to this policy, the Student may be expelled, and no refund will be provided. Both Students and Parents are encouraged to ask questions about the health policy if they should have them.

Fuel Policy: Student further agrees to provide \$20.00 cash to their Instructor at the start of their first behind the wheel lesson for fuel.

Certificate of Completion: Safe Pass shall furnish a certificate of completion to all students under the age of eighteen (18) years who successfully complete the course. This certificate is required to take the road test; students are strongly encouraged **not** to schedule a road test until they have received the certificate. The certificate will be mailed to the student at the address on their temporary permit, as the State prohibits these certificates from being sent electronically. Certificates are typically received within 7-10 business days. To expedite the certificate, there is a fee of \$25.00. Replacement certificates are available for a fee of \$25.00 (\$15.00 for the replacement of the certificate and a \$10 handling fee).

Completion, as defined by the State of Ohio, refers to the completion of the required number of hours, the student's good faith effort having been exercised during the practical driving portion, and the attainment of a score equal to or greater than 75% on the performance measurement. Should the Student fail to achieve the minimum passing score on the final exam, additional classroom attendance may be required.

Parental Permission for Driver Education Instruction: I hereby give consent for my child, as stated above, to take a complete course of Driver's Education, which includes the thirty-two (32) hours of instruction listed in this contract. This course is conducted under the supervision of a state licensed Instructor. I have read and understand the above policies and procedures and those located at SafePassCLE.com for my child to take part in this program provided by Safe Pass LLC.

Commercial Driving Schools are licensed by the Department of Public Safety through the Driver Training Program Office, 1970 West Broad Street, Columbus, OH 43223. Valuable information for parents and teenagers is available online at www.drivertraining.gov under Parents and Teens.

I have read and understand and have received a copy of this agreement.

| | | |
|---|--------------------------------|-------------|
| Parent Name | Parent Signature | Date / / |
| Student Name | Student Signature | Date / / |
| Authorizing Official Name Rob Swinton | Authorizing Official Signature | Date / / |

Additional Information Required:

Family Doctor _____ Phone : _____

Does the student have any physical and/or mental and/or learning differences that Safe Pass should be aware of? Y / N
If yes, please explain _____

Is the student currently taking medication? Y / N
If yes, please explain _____

Does student wear corrective lenses? Y / N

By signing below, you are agreeing to/verifying that the student's visual acuity is 20/40 corrected or better to obtain an unrestricted license.

Has the student ever taken driver education before? Y / N
Has the student ever had a license or permit suspended or revoked? Y / N

By signing this disclaimer, I hereby agree that my child is mentally and physically able to complete the required behind the wheel training with a licensed Instructor and does not have a mental and/or physical disability and is not taking any medication that may cause endangerment or compromise the well-being of the Instructor or passenger. I understand that if my student does have a disability or is on medication that may endanger the well-being of the Instructor or passenger, and I, the parent or guardian, do not disclose this information to Safe Pass LLC, said company has a right to discontinue driver education for my student at any given time. I also understand that any damages caused by said student that may occur during drive times resulting in not disclosing any student disabilities and/or medications become my responsibility as a parent/guardian.

| | | |
|-------------|------------------|-------------|
| Parent Name | Parent Signature | Date / / |
|-------------|------------------|-------------|

RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I make this release, assumption of risk and indemnification agreement as parent and natural guardian or legal guardian of _____ (Children). In consideration of the Children's participation in the driving instruction and/or road testing and any and all events or activities in relation thereto (collectively the "Activity") permitted by Safe Pass LLC ("Safe Pass") and with the understanding that the Children's participation in the Activity is only on the condition that I enter into this agreement for the Children and myself, our heirs and assigns, I hereby assume the inherent and extraordinary risks involved in the Activity, and any risks inherent in any other activities connected with the Activity in which the Children may participate. I expressly assume the risk of and accept full responsibility for any and all injuries (including death) which may occur as a result of the Children's participation in the Activity and release from liability Safe Pass, its and their officers, directors, agents, representatives, heirs and employees. I hereby waive any and all claims I or the Children may hereafter have as a result of any and all injuries, disease or sickness (including death) to the Children as a result of the Children's participation in the Activity. I hereby agree to indemnify all of the above named persons for any and all claims, including attorney's fees and costs, which may be brought against any of them by anyone claiming to have been damaged as a result of any injury, sickness or disease (including death) to the Children which may occur as a result of or during the Activity. I understand that the Activity may be dangerous and that physical injury, property damage or death may result. I certify that I have read and fully understand this release. I am of lawful age and legally competent to make this agreement. I understand that I am waiving any and all claims I or the Children may have against Safe Pass, its officers, directors, agents, representatives, heirs and employees as the result of participation in the Activity.

THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING.

| | | |
|-------------------|------------------|-------------|
| Witness Signature | Parent Signature | Date / / |
|-------------------|------------------|-------------|