

## **Elite Driving Academy**

**55 West Bridge Street, Brighton, CO 80601**

### **Driving Instruction - Terms of Service**

**This is a courtesy copy of all contracts that appear in the terms of service once you are enrolled and your signature will appear on the document once it is signed. All documents are available for viewing under your student portal account and you are able to print these off if you desire to. If you only signed up for the class, you will NOT see or sign a driving contract. You are only signing the contract for the service you sign up for.**

#### **Service contract for : 6 hours of Behind the Wheel Training**

Fees: \$545 ala carte plus a \$5 registration fee

If you have purchased a package for the classroom: fees are \$545 and include one 30 hour class, one permit test and 6 hours of driving with an instructor.

**Location of Driving Meet and Drop:** You will select a pick up and drop off location from the drop down option.

There may be days and times that the only meeting and dropping location is 55 W Bridge street. Other locations include 27 J schools.

There is an additional \$15 fee to pick up AND drop (fee added each way) for any school except: Brighton High School and Eagle Ridge. Once you select your time, date and meet and drop locations, your time, date and meeting and dropping place will appear on your student portal. Refer to the student portal to view your scheduled drives.

**Length of drive appointment:** The majority of the appointments are 2 hours in length. From time to time, we may post a time slot for one hour. Three hour appointments are exceptions and made on a case by case basis and usually won't be visible on the public scheduling portal. We drive Mon-Friday with some occasional (never guaranteed) weekend times.

**Cancellations:** we require 48 hours business day notice for all cancellations. All cancellations. Saturday and Sunday are not business days. These do not count as business days. All Cancellations, rescheduling and bookings are to be done by customers on the student portal. No phone calls, emails or texts will suffice. There is a \$100 late cancel fee added to all no shows or late cancels. The portal will not allow any more rescheduling to occur until all fees are paid in full. Any student showing more than 15 minutes late will need to reschedule and pay a no show fee. Permits must be either on the body or using the MyColorado Ap. No photos of permits are accepted. Forgetting the permit is a no show.

We require a 14 day waiting period between all drive appointments to allow practice.

This contract is valid for 18 months from the date of signing up, or one full year or whichever comes first. The one year is measured using the permit issue date.

No refunds or service exchanges will be awarded. Students are to complete this service within the timeframe stated in this document. Changing of one's mind or moving out of the area does not constitute a refund. Being unhappy with late cancel fees etc. does not constitute a refund. Health conditions do not constitute a refund. This is a year long contract based on the permit issue date. Technical issues or customer confusion when using the student portal do not constitute a refund. The portal can be accessed via phone, or computer. Students not owning a computer or phone may visit a public library to gain access to a computer.

Elite Driving Academy reserves the right to cancel any driving appointments for any reason including but not limited to: illness, weather, vehicle repairs. This does not constitute a refund. We are not a winter driving instructor school and will use our discretion when determining ideal driving conditions.

Once the student/customer has reached two no shows or late cancels, Elite Driving Academy reserves the right to terminate this agreement. Six hours of driving instruction are part of this agreement, and if 6 hours have been booked and not cancelled or used, the contract may be considered complete regardless of whether or not any or all driver's training has occurred. Time booked and not used will not count towards logged instructor's hours actually driven, however it will count towards hours purchased in this agreement.

If fuel prices exceed \$5.25 per gallon there will be a fuel charge of \$12 added to each driving appointment made. This can be paid the day of the drive.

This agreement constitutes the entire contract between the school and the parent or legal guardian and student and any verbal assurances or promises not contained herein

are not binding on either the school, parent or legal guardian or the student. Under this agreement an instructor of the school may not provide behind the wheel training to more than two individual students at a time per session.

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## **classroom instruction - Terms of Service**

### **Elite Driving Academy Classroom Onsite**

Driver Education Courses and/or Third Party Testing Elite Driving Academy Inc (hereafter called school) is approved and regulated by the State of Colorado, Department of Revenue, Division of Motor Vehicles, to provide driver education that satisfies law regarding graduated driver licenses within Colorado. The State of Colorado, Department of Revenue, Division of Motor Vehicles controls the conditional issuance of certificates of completion for regulated courses and tests. All certificate issues are according to laws, rules, and regulations of the State of Colorado and are subject to change without notice and without the school being in breach of contract. The school is also under contract with the State of Colorado, Department of Revenue, Division of Motor Vehicles to provide the services regulated by the state. If, for any reason, the contract between the state of CO and the school is terminated by either party the school is not liable for damages, claims, or refunds for services not rendered under this contract.

All classroom sessions are held at **55 West Bridge Street in Brighton, Colorado 80601** unless you have signed up for online.

Once you have successfully enrolled and paid for the driver's education classroom class of your choice, **those times and dates for the 30 hour class you signed up for will appear on your student portal page.** Refer to this schedule unless otherwise contacted for alterations due to weather. This is a 28 hour class with 2 hours of mandatory homework that must be completed by the start of day 4 of the session to total 30 hours of classroom hours. Any student not turning in homework will not receive a certificate until it is turned into the instructor. The student must pass the class final with at least an 80 percent. There is a \$200 charge for any student needing to retake the four day session. Passing the permit test in no way is a substitute for passing the class final exam. They do not go hand in hand.

There are no refunds for students not completing or passing the session or changing his/her mind after securing a seat. Exceptions may be made on a case by case basis. Kids wanting to transfer to a different month need to request this change prior to enrollment reaching maximum capacity. There is no guarantee that your student can transfer if the class is full.

This agreement is made available for the parent or legal guardians review and printing during the online enrollment process at [brightoncoloradodrivingschool.com](http://brightoncoloradodrivingschool.com). The parent or legal guardian is required to agree with, and accept, these terms and conditions for the registration to be successfully made. By enrolling on the school web site ([www.brightoncoloradodrivingschool.com](http://www.brightoncoloradodrivingschool.com)) the parent/guardian/person who signed up is agreeing to the following terms of agreement:

**Service Provided:**

**Fee:**

**Classroom Only**

\$200 plus \$5 registration fee

The permit test is not included with this option.

Students must pass a final exam given on day 4 with an 80 percent to pass the course. There is a fee of \$100 to retake the course and retakes depend upon enrollment size.

**Make up policy:**

If your student misses a day of classroom, they can do one of two things: They can either opt to be put into the online portal and take it online for a \$45 transfer fee or wait until there is an open seat in a future session. Please know that taking the online class means they are starting from scratch and will not receive any credit for hours done in the classroom. There is no guarantee that your student will get into the next session for a make up if the class is full.

Permit testing: Kids need to be at least 30 days from age 15 or older to test. Kids not old enough on the class testing date will need to access the website at the top left and see when the public testing day is and attend a day that works. No refund will be given if the times of permit testing do not work for the student. Testing can also be done at the DMV if times and dates do not work for student to take permit test.

All certificates expire in 6 months and have the date printed on the top. Any expired certificate will require the student to retake the entire class, so be sure you do not allow the paperwork to expire prior to going to get the permit at the DMV.

This agreement constitutes the entire contract between the school and the parent or legal guardian and student and any verbal assurances or promises not contained herein are not binding on either the school, parent or legal guardian or the student. Under this agreement an instructor of the school may not provide behind the wheel training to more than two individual students at a time per session.

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## **Elite Driving Academy Online Contract**

This class is done at student's pace and online. The fee for the class is \$200 with a \$5 registration fee.

Students have 4 months to complete the online class.

Once the student finishes, a certificate of completion will be emailed from Elite Driving Academy.

**Tech support: 720-544-3462** The hours for tech support are located on the online portal.

**Permit testing** is available at Elite Driving Academy 55 West Bridge Street, Brighton, 80601 for \$25 per test. The public test dates and times are posted on the top left of the website of [Brightoncoloradodrivingschool.com](http://Brightoncoloradodrivingschool.com)

There are no refunds available. Technical issues do not constitute a refund. Student lack of motivation does not constitute a refund. Student phasing out of the state requirements do not constitute a refund.

Once the student is finished, they make an appointment at the DMV for the permit. Once the permit is issued, the student may log onto [www.brightoncoloradodrivingschool.com](http://www.brightoncoloradodrivingschool.com) if they purchased a driving package and they can register for driving using the student portal.

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