



D&D DRIVING SCHOOL

9555 SW 175<sup>th</sup> Terr. Suite# 209  
Palmetto Bay, Florida 33157

### **SCHOOL & STUDENT CONTRACT**

This form is in accordance with the provisions of Chapter 488, Florida Status and Administrative Rule 15A-008 and 15A-11.012:

Date \_\_\_\_\_(Month) \_\_\_\_\_(Day) 20--(Year) \_\_\_\_\_

License Number \_\_\_\_\_ Expires \_\_\_\_\_

Restrictions \_\_\_\_\_

\_\_\_\_\_ hereby agrees to take professional driver instruction consisting of \_\_\_\_\_ lessons. D&D Driving School ("The School") agrees to furnish a dual controlled car for all practical instructions without additional cost. The fee for the instructor per lesson and/or per course is dependent on the Course Package selected by the student. **Please be advised that there is an additional charge for picking up a student and returning to the point of pickup. The additional charge for pick up and drop off varies.**

A lesson consists of 60 minutes. More than one lesson per appointment may be given upon request and availability. It is agreed that an owner(s), instructor(s), agent(s) and/or employee(s) of The School shall not give the impression to a student that upon completion of the student's instruction, The School will guarantee the securing of a driver license to operate a vehicle.

Use of The School's dual controlled training car for the road test portion of the lessons is at the option of the student, subject to the selected course package. Classroom instruction relating to traffic laws only for the State of Florida is available and is an additional charge of \$30.00 per lesson. **Please be advised that The School will not refund any tuition, part of tuition, payments for lessons and/or course packages if The School is ready, willing and able to fulfill its obligations under this contract.**

Appointments must be cancelled in writing and 24 hours in advance to avoid forfeiture of the tuition, part of the tuition, payments for lessons and/or course packages. It is understood and agreed that upon the signing of this contract all instruction(s) must be completed within 60 days of entering the subject contract.

Signature of Student: \_\_\_\_\_

Deposit \$\_\_\_\_\_

Signature of Instructor: \_\_\_\_\_

Balance Due \$\_\_\_\_\_

Signature of Parent: \_\_\_\_\_

Paid in Full \$\_\_\_\_\_

(If student is under 18 years of age)



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### STUDENT APPLICATION

#### I AM APPLYING FOR:

PACKAGES	SINGLE LESSONS	TICKET CITATION
<input type="checkbox"/> <b>NEW STUDENT</b>	<b>60 Minute – General Driving Lesson</b>	<b>4 HOUR - BDI</b> <b>8 HOUR - BDI</b>
<input type="checkbox"/> <b>COPPER</b>	<b>Driving License - Road Test; and/or Road Evaluation</b>	<b>8 HOUR - IDI</b> <b>8 HOUR - ADI</b>
<input type="checkbox"/> <b>SILVER</b>	<b>Driving Permit; Test Preparation; and/or Tutoring</b>	<b>12 HOUR - ADI</b> <b>6 HOUR - Senior Driver</b>
<input type="checkbox"/> <b>GOLD</b>	<b>4 hour – Traffic Law and Substance Abuse</b>	<b>MISC.</b>

First Name: \_\_\_\_\_ M \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ Gate Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Permit/DL #: \_\_\_\_\_

Gender: \_\_\_\_\_ SSN (Permit Test Only): \_\_\_\_\_

Email: \_\_\_\_\_ Emergency Contact: \_\_\_\_\_



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### **STUDENT DISCLOSURE**

#### **Liability and Damage:**

It is understood and accepted that the driving lessons and/or driving instructions provided by D&D Driving School, LLC (“The School”) are for the traffic laws, regulations and/or rules as established by the State of Florida only. It is understood and accepted that The School is properly Licensed and Insured to conduct business in the State of Florida. **Please be advised that there are risks involved while training a student that could lead to damage to property or personal injury. Please make sure you have all parties on your car insurance before taking the subject driving lessons and/or driving courses.**

It is understood and accepted that if a student elects to utilize The School’s dual control vehicle, the student, student’s parent and/or student’s guardian will be responsible for 50% of the damage caused to The School’s dual controlled vehicle in the event of a vehicle accident and/or crash and/or situation that causes damage to the vehicle. If the damage caused to The School’s dual control vehicle is found to be caused by the deliberate and/or intentional actions of the student, then the student, student’s parents and/or guardian understand and agree to be 100% responsible for the damage caused.

In the event that a vehicle accident and/or crash and/or situation that causes damage to the vehicle also causes personal injury, the student, the student’s parent and/or student’s guardian understand and agree to exhaust all efforts to resolve this matter amicably with The School. After reasonable efforts have been exhausted to resolve any matter concerning personal injury, the student, the student’s parent and/or the student’s guardian understand and agree to exhaust all efforts to pursue a claim through their personal insurance coverage, including but not limited to the students, the student’s parent and/or the student’s guardian’s right to litigation against their personal insurance coverage. The student, the student’s parent and/or the student’s guardian understand and agree that only after all the above-mentioned options have been exhausted to conclusions after reasonable and good-faith efforts, will the student, the student’s parent and/or the student’s guardian pursue a claim through The School’s insurance or seek a claim/lawsuit against The School directly.

In the event that a vehicle accident and/or crash and/or event that occurs that causes damage to the property of a third party and/or causes personal injury to a third party, and the third party pursues a claim against The School, its employees and/or contractors or the School’s insurance, the student, the student’s parent and/or the student’s guardian understands and agrees that they will be held responsible for 50% of The School’s insurance policy deductible if covered under The School’s



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insurance policy. In the event that the vehicle accident and/or crash and/or event that causes damage to the property of a third party and/or causes personal injury to a third party, and The School's insurance policy does not cover the damages caused, it is understood that the student, the student's parent and/or the student's guardian will be held solely responsible for the damages caused or reimburse The School for the damages caused.

**Cancellation, Rescheduling and Refunds:**

The driving lessons and/or course offered by The School are subject to inclement weather and therefore there will be instances where The School may need to cancel and reschedule lessons and/or course in light of the inclement weather. In the event that a scheduled lesson or/or course is to take place when the weather becomes unsatisfactory to The School, its employees and/or contractors, the lesson and/or course will be subject to cancelation and rescheduling at the sole discretion of The School, its employees and/or contractors. We apologize for any inconvenience, and we hope you understand.

Please be advised that lessons may be rescheduled by The School due to unforeseen circumstances, including but not limited to medical issues, family emergencies, or vehicle emergencies. In the event that the School has to cancel and reschedule the lesson and/or course due to an unforeseen circumstance, the lesson and/or course will be rescheduled at no extra cost to the student, the student's parent and/or the student's guardian.

In the event the student, the student's parent and/or the student's guardian decides to cancel a lesson and/or course previously scheduled, the student, the student's parent and/or the student's guardian must inform the School in writing at least 24 hours in advance of the scheduled appointment, lesson and/or course. If the student, the student's parent and/or the student's guardian's cancelation request is received in writing prior to 24 hours of the scheduled appointment, lesson and/or course, the appointment, lesson and/or course will be rescheduled.

In the event that the student, the student's parent and/or the student's guardian *fails to cancel* the appointment, lesson and/or guardian within the 24-hour policy, or if the *student fails to appear*, the student's package will be charged for that lesson and no rescheduling permitted, unless the student pays an additional charge for the missed lesson, *at the sole discretion of The School*. Please be advised that if the student is late to the appointment, the lost time or late time will not be added to the appointment, lesson and/or course, *unless otherwise approved by The School with advanced notice*.



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Please be advised that lessons may be rescheduled by The School due to unforeseen circumstances, including but not limited to the Instructor's medical issues, Instructor's family emergencies, or Instructor's vehicle emergencies. In the event that the School has to cancel and reschedule the lesson and/or course due to an unforeseen circumstance, the lesson and/or course will be rescheduled at no extra cost to the student, the student's parent and/or the student's guardian.

**Miscellaneous:**

If the scheduled appointment, lesson and/or course is scheduled to take place during rush-hour traffic, or if there is an unexpected accident/traffic congestion, The School will provide the option to the student to move the appointment for a different time, or a different day subject to availability

If The School, its employees and/or contractor determines, at its sole discretion, that the student appears to be too tired or inattentive at the start of or during the appointment, the appointment, lesson and/or course will be terminated and rescheduled for another appointment, lesson and/or course.

The student understands and accepts that there is a specific footwear dress code for the appointment, lesson and/or course. The student is prohibited from wearing any form of footwear not suitable for driving a vehicle, including but not limited to crocs, slippers, sandals, slides, and/or open toe shoes/sandals.

The student understands and accepts that the appointment, lesson and/or course will be terminated if, at the sole discretion of The School, its employees and/or contractors determine or suspect the student from being under the influence of strong medication, cannabis, marijuana and/or any other substance (whether legal or illegal) that could prevent the student from safely complying with the lesson and/or course instructions. If the appointment, lesson and/or course is terminated for these reasons, the appointment, lesson and/or course will be subject to rescheduling.

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**Disclosures:**

The State of Florida no longer allows driving school to assist students in scheduling appointments with the Department of Motor Vehicles (“DMV”) and/or Florida Highway and Safety of Motor Vehicles (“FHSMV”) and/or Tax Collector’s Office. The Student, student’s parent and/or student’s guardian are responsible for scheduling an appointment with the DMV, FHSMV and/or Tax Collector’s Office.

Do not wait until the last moment to schedule this appointment because the DMV appointments fill up quickly. When you are booking your appointment, you will book it as an “original,” this is where you are switching your permit to a driver license.

Please ensure to review the DMV website for a list of items and/or documents you need for your appointment.

Visit [www.flhsmv.gov](http://www.flhsmv.gov) for all appointments.

**I/we have read and fully understand and agree to the above information:**

**Student:**

First Name: \_\_\_\_\_ M \_\_\_\_\_ Last Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Parent/Guardian:**

First Name: \_\_\_\_\_ M \_\_\_\_\_ Last Name: \_\_\_\_\_

Date: \_\_\_\_\_