

School & Student Contract

This form is in accordance with the provisions of Chapter 488, Florida Statutes and Administrative Rule 15a-11.008 and 15a-11.012

Student's Name

Date

Student's Birthday

Permit Issued

Student's Driver's Permit Number

Student's Age

Parent/Guardian Name

Permit Restrictions ("REST" on License)

Preferred Pickup and Drop Off Addresses

IT IS IMPORTANT THAT YOU CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE REGISTERING FOR ONE OF OUR CLASSES OR PROGRAMS. This Agreement is between you and All Florida Safety Institute LLC, hereby referred to as "AFSI". It refers to the services provided by AFSI as described on our website, AllFloridaSafetyInstitute.com. By signing the last page of this document and returning it to All Florida Safety Institute LLC, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF THE BINDING TERMS OF THIS AGREEMENT. You also acknowledge that you are the parent or legal guardian of the student or that you are at least 18 years of age.

Parental Consent

The parent/guardian of the student hereby agrees to allow their son/daughter to take part in one-on-one driving lessons with a certified AFSI Driving Instructor and to partake in all of the mandatory curriculum and courses that correspond with the program in which the student is enrolled.

Paperwork

All paperwork must be filled out prior to a student beginning their program, using the true legal name of the student that matches the student's Learner's Permit. Please have the student's Learner's Permit available at all times; during the first lesson, the Driving Instructor is required to make a copy (photograph) for AFSI records. Paperwork (including this contract) with signatures may be e- mailed to AFSI (Info@AllFloridaSafety.com) and must be received before lessons begin.

Driver License and Learner's Permit

A student must hold a valid, original copy of their Learner's Permit or Driver's License on their person (photocopy is not permitted) prior to every lesson or else the lesson will be forfeited. There are no exceptions.

Geographical Restrictions

It is the parent/guardian/student's responsibility to ensure that each program that they sign up for is geographically within AFSI's serviceable radius. If a student wishes to be picked up outside of AFSI's reachable radius, then he/she must consult AFSI. An additional charge may be incurred for the additional traveling expenses, and that charge will be determined by AFSI, in its sole discretion, on a case-by-case basis.

No Show Appointments

While we understand extenuating circumstances and things happen, our instructor's schedules are built around the pre-scheduled lessons. Instructors will wait for at least 15 minutes no more than 30 minutes after the scheduled appointment time before being considered a no show. If there is a no show appointment, that lesson will be forfeited. There are no exceptions.

Rescheduling and Cancellations

AFSI, in its sole discretion, reserves the right to reschedule a student's appointment based on Driving Instructor availability for any of our services. IF THE STUDENT NEEDS TO RESCHEDULE A LESSON, HE/SHE MUST NOTIFY AFSI OR THEIR DRIVING INSTRUCTOR 48 HOURS PRIOR TO THEIR APPOINTMENT TIME. If the student does not notify AFSI in due time, he/she will be subject to a \$30 PER HOUR rebooking fee. Last minute cancellations on behalf of the student are subject to lesson forfeiture. Due to unforeseen circumstances such as traffic, construction or emergency the Driving Instructor may arrive late for the scheduled driving lesson. The Driving Instructor might also have an illness or sudden emergency and, therefore, might have to reschedule a driving lesson appointment day of. Keep in mind that if arriving late, the Driving Instructor will still conduct the driving lesson at an appropriate length determined by the Driving Instructor. Any lesson shortened from the scheduled time will be made up in the form of extended or additional lessons. AFSI will promptly notify the student as soon as possible when any of these circumstances arise, and the student will not be charged to reschedule the lesson. AFSI also reserves the right, in its sole discretion, to reschedule the students' lessons if there is insufficient enrollment for a particular classroom or workshop.

Changing a Pick-Up/Drop-Off Location

The student may change their pick-up and drop-off location, with parental consent, for a behind-the-wheel lesson, but it must be within AFSI's geographical limitations, and must be approved 24 hours before their behind-the-wheel lesson. AFSI has the right, within its sole discretion, to deny any new pick up/drop off location.

Safety Behind the Wheel

AFSI and its Driving Instructors reserve the right to stop a lesson at any time due to the student's reckless and/or careless driving or unsafe conditions. Driving Instructors may take control of the car at any point during a lesson if they feel that the driver is unable to complete the lesson safely. If a lesson has to be discontinued for any of these reasons, the remainder of the lesson will be forfeited.

Vehicles

All AFSI vehicles will be kept up to date with current registration, regular services, tire pressure and all necessary repairs. All necessary safety precautions will be taken before the student gets in an AFSI vehicle for his/her lessons. Should something happen to any AFSI vehicle which affects its safety or mechanical operation immediately prior to and/or during a lesson, AFSI will, at its sole discretion, either reschedule a pro-rated lesson or schedule another lesson at no cost to the student on a case-by-case basis.

Personal Vehicle Use (If requested)

Only a student who holds a valid U.S. Driver's License may voluntarily choose to drive a personal vehicle while being taught by AFSI Instructors. Teaching in a student's personal vehicle is a case by case basis and must be consented too by the instructor and approved my the regional manager. All Florida Safety Institute or our insurance provider will not be responsible for any incident or injury in a personal vehicle. The student will carry at least the legally mandated minimum amounts of liability insurance for their vehicle, and understand and agree their personal auto insurance will apply for any accidents/injuries that might be incurred during the lesson while the student is driving.

Student's Physical and Mental Condition

It is the responsibility of the student and/or his/her parent/guardian(s) to notify AFSI if there are any physical, mental or other conditions that can affect the student's ability to drive safely. The student/parent/guardian must notify AFSI if there is any kind of medication that can affect the student's ability to drive or operate machinery. It is similarly the student and parent/guardian's responsibility to check if any medications affect the student's driving abilities.

Parents of students with learning disabilities are required to disclose these conditions and share student's Individual Learning Plan with AFSI prior to start of behind-the-wheel lessons to contribute to the safety of both student and Driving Instructor.

Behavior

The student must, at all times, act in a mature, respectful and appropriate manner during behind-the-wheel lessons, classroom sessions and/or workshops. Any behavior the Driving Instructor and AFSI deems inappropriate and/or disruptive to the learning process can result in student expulsion. In the case of an expulsion, no refunds will be given. There will be no exceptions. The Driving Instructor will give two (2) warnings before expelling the student. No texting, cell phones, paging or electronic devices will be permitted during any of our training sessions.

Cognitive Awareness

The student agrees that he/she will not be under the influence of alcohol, illegal substances, or any other intoxicants or legal drugs which might induce sleepiness, nervousness, or other condition which could adversely affect his/her ability to drive an automobile or understand and comply with oral or written directions regarding the use of an automobile while participating in the program.

Eyesight

The student agrees that his/her eyesight will be sufficient for the purposes of carefully and cautiously driving an automobile and sufficient for him/her to read and understand ordinary road signs. If he/she has received a prescription for eye wear to be used to correct any eyesight deficiency which could adversely affect his/her driving ability, that prescribed eye wear will be worn throughout participation in the program.

Guarantee or Warranty

AFSI DOES NOT PROMISE, WARRANT, OR GUARANTEE THAT ANY OF ITS STUDENTS WILL PASS HIS/HER DMV WRITTEN TEST OR ROAD TEST OR THAT THEY WILL NOT GET INTO ANY AUTOMOBILE CRASHES WHILE TAKING PART IN ANY BEHIND-THE-WHEEL TRAINING LESSONS. To the fullest extent allowed by law, AFSI disclaims any and all express and/or implied warranties related to its program, methods, processes and/or curriculum.

Refunds

AFSI will not issue refunds once the student begins his/her behind-the-wheel lessons. AFSI, however, reserves the right to issue refunds in extraordinary circumstances on a case-by-case basis. All refund requests must be made in writing and include the specific reason(s) for the requested refund and, only if accepted and approved by AFSI management, a refund will be issued to the student on a pro-rated basis.

Change of Program

AFSI reserves the right, in its sole and absolute discretion, to change, alter, modify and/or terminate its program or any portion thereof at any time as it deems necessary. As a result, the student will be refunded the unused portion of their tuition.

Release and Waiver

The student and his/her parent/guardian hereby release, waive, and discharge all claims and potential claims against, and covenants not to sue AFSI, subsidiaries, affiliated entities, officers, employees, agents and facilities with respect to any damages, injuries or losses of any kind to the student or any vehicle or any property damage or loss to any other party arising in connection with the student's enrollment and participation in the AFSI curriculum, programs and training sessions and the student's operation of any AFSI vehicles.

Personal Property

AFSI is not liable for anything left in the AFSI vehicles by the students. Each student needs to keep track of his/her personal belongings when in the AFSI vehicles. Student cell phones and other electronic devices will be kept in glove compartment while vehicle is in use.

Driving Instructor Development/Shadowing

As part of our ongoing Driving Instructor skill development and commitment to our level of quality and service through our lesson delivery, All Florida Safety Institute, LLC Instructors will periodically shadow one another's lessons. During the course of a student's behind-the-wheel training with AFSI, there may be a second Driving Instructor present in the vehicle as a silent partner observing the lesson.

Additional Passengers

The parent/guardian agrees that multiple students or passengers may be in a car under the supervision of an AFSI Driving Instructor.

Filming

Both the parent/guardian and student consent to the student being filmed during lessons. Each AFSI vehicle is equipped with an internal and external video camera to record the student's driving performance and events on the road. The purpose of these cameras are for safety, quality control and for training purposes; as well as enabling the student to see how situations may affect their driving performance. These videos will not be distributed externally without prior consent.

Media

In consideration of my or my child's appearance or engagement on camera, I hereby grant All Florida Safety Institute, LLC and those acting with its authority and permission the right to copyright, use and reuse pictures of me or the student or materials in which I may be included, in whole, part or composite, without restriction as to changes, alterations in character or form, or reproductions thereof in any media for art, factual documentary value or any other purpose.

Outstanding Fees

All outstanding fees and balances must be paid prior to the start of the next lesson. Students/parents/guardians agree to having their card information stored securely should any fees be incurred throughout their duration of their lesson plan. Those on a payment plan hereby authorize AFSI to automatically charge their card on file at the scheduled due date for each installment as to not interrupt scheduled lessons. AFSI reserves the right to postpone scheduled lessons until balance is up to date.

Danger and Damages

Understand that teaching students to drive is dangerous and fluid. The instructor will take every precaution available to keep the student and vehicle safe. However, the student is operating the vehicle in control, and ultimately responsible for anything that happens. Accidents are always a distinct possibility. Should damage be incurred due to a student's carelessness or lack of cooperation and failure to follow directions the student/parent/guardian assumes full responsibility of any replacement costs up to but not exceeding the \$500 deductible. This includes flat tires as a result of careless driving, but exclude flat tires due to structural failure or nail punctures.

All Florida Safety Institute, LLC Terms and Conditions Acknowledgement

The undersigned agrees and understands all of the above terms laid out in this agreement. The Undersigned hereby further represents and warrants that he/she shall

- a. Possess a valid driver permit/license and shall comply with all indicated restrictions; and
- b. Always operate the vehicle in a safe manner, observing all traffic laws; and
- c. Always obey the directions and commands of the AFSI Driving Instructor and authorized representatives; and
- d. Be responsible for any fines or penalties involving the vehicle for parking, traffic or other violation of any traffic laws incurred as a result of Driver's operation or use of a vehicle
- e. Be listed as the driver of record on any police and/or incident reports that are prepared and/or filed as a result of an accident/incident that occurs while the student is behind the wheel of the vehicle during a behind-the-wheel training session or lesson, and accept any consequential impact on their driving record that occurs as a result of being involved in any such accident/incident.

Please, take a moment, and tell us how you heard about All Florida Safety Institute, LLC:

- Facebook Google Yahoo Bing Referral Web Site Promotion/Coupon _____ Yelp
- BNI Member Referred by: _____ Previous Student: _____
- Other: _____

I certify that I have received, read and agreed to the All Florida Safety Institute, LLC Terms and Conditions dated _____.

Student Name

Parent/Guardian Name (required if student is under 18)

Student Signature

Signature of Parent/Guardian (required if student is under 18)

Student's Email

Parent/Guardian Email (required if student is under 18)

Student's Phone

Parent/Guardian Phone (required if student is under 18)

Student's High School or College (if Applicable)