



Student Contract

Booking Policies, Procedures, Terms & Conditions

Student Name:		City of Residence:	
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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, www.AllFloridaSafety.com. By registering for any of our programs 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 or group driving lessons with a certified AFSI Driving Instructor and to partake in all the mandatory curriculum and courses that correspond with the program in which the student is enrolled.

Registration

Registration for most of our programs is available Online via our website, over the phone or in person at any of our staffed locations. Upon submitting student information and payment for a program, this document must be filled out in its entirety and submitted to documents@allfloridasafety.com. *If you're using our digital signature platform (signNow) you do not need to submit a separate copy, we'll receive it once submitted.* For more information about acceptable payment, please refer to the Payment section of this document. Once this document has been submitted, the registration is considered complete. Once registration is completed, an AFSI scheduler will schedule the first lesson and assign an instructor to the student. Confirmation and instructor assignment are done via email to the student (and parent when applicable). All further scheduling and communication will be facilitated by the instructor.

Paperwork

This document must be filled out and returned via email to documents@allfloridasafety.com prior to receiving a lesson schedule. If you're using our digital signature platform (signNow) you do not need to submit a separate copy, we'll receive it once submitted. All paperwork must use the true legal name of the student matching the student's Learner Permit or ID. Prior to the first lesson, the Driving Instructor is required to make a copy (photograph) for AFSI records.

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 and during every lesson or 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 prior to registration. An additional charge may be incurred for the additional travel expenses, and that charge will be determined by AFSI, in its sole

discretion, on a case-by-case basis.

For enrollments in the West (Panhandle Region), all lessons are conducted from the Niceville office.

Payments & Payment Plans

Guaranteed lessons or other service reservations require payment in full at the time of registration. Payment plans are available for select programs, please contact the office directly for terms and conditions prior to registration. Payment plans are not accepted via online registration and must be requested in person or via phone at the time of initial registration. We take most debit /credit card payments online and over the phone. Cash payments and payments made by check or money order may be dropped off at the office or mailed in advance. Our instructors are not equipped to issue receipts on the road. We do not accept promises of payment for services, and payment must be received by the office in advance of the first lesson. Returned check fees will be charged at the maximum allowable rate.

Refunds

Refunds can be requested for any unused services so long as the services are not expired. A refund request form will be provided to the customer and the returned form will be submitted to the Finance Department to determine approval and refund amount. Refunds will be granted only for the unused services on the student account. Refunds exclude late cancellation or no show fees on the student's part, as well as a 20% registration fee, and CC processing fees. A scheduling fee will be subtracted from the refund amount for those who were enrolled by an All Florida Safety Institute employee or staff member. This fee is \$15 per scheduled appointment. Any services that are not refunded will remain on the account for 12 months or until they expire. As long as the services are still active they can be transferred to another student or a gift certificate can be issued for resale or gifting by the cardholder.

AFSI will make every attempt to accommodate every student's needs in scheduling, however students are responsible for inquiring about program availability prior to completing their registration.

Scheduling Policy

All Florida Safety Institute will aim to have all services scheduled within 15 days of enrollment. All lessons plans and testing must be scheduled within 12 months of purchase or they will be forfeited. **All services expire exactly one year from the date of purchase.** To reinstate a forfeited or expired appointment, a rescheduling fee of \$40 per appointment must be paid. There are no exceptions. It is the student's responsibility to ensure AFSI can meet their scheduling demands prior to completing their registration. AFSI will make every attempt to accommodate every student's needs in scheduling. If there is an impending deadline for a student, it is expected that the sponsor/parent and/or student contacts AFSI in advance of registration to confirm the deadline. We will make accommodations for students that have immediate needs in going away to college, the military or residency changes as well as sports and activities schedules. Once registration has been completed, AFSI will provide a start date and assign an instructor for the plan, package, bundle, class, test or program directly to the sponsor/parent and/or student as provided in the registration information. Upon assignment to an instructor, students can expect communication via phone, email and/or text from their instructor. Beyond the first lesson, all scheduling correspondence (cancellations, reschedules & requests) is conducted directly with the instructor. Please keep in mind that instructors are *not* encouraged to be on the phone during a lesson, and much of their ability for communication is between lessons and outside of their regularly scheduled hours. For urgent, time sensitive requests in which a student cannot reach their instructor, students may contact our office. Lesson duration may vary, but initial lessons are typically 120-180 minutes in length, please consult with your instructor if you have specific lesson duration requests.

Changes and Reschedules

All Florida Safety Institute may need to change an appointment to accommodate the work schedule of an office or staff member. In the event that a time change needs to be made, All Florida Safety Institute will

be sure to keep the change within the contracted availability of the student. Any time this occurs an email will be sent to the student with the new appointment time. An agent may also reach out by phone to relay the time change.

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 by the instructor. AFSI has the right, within its sole discretion, to deny any new pick up/drop off location. Last minute changes to Pick Up or Drop Off locations may result in a loss of lesson time to accommodate.

No Show Appointments

While we understand extenuating circumstances and things happen, our instructors build their days around the pre-scheduled lessons and commute times. Instructors will wait for at least 15 minutes no more than 30 minutes after the scheduled appointment time and attempt contact via phone and text before being considered a no show. If there is a no-show appointment, that lesson will be forfeited until the fee is paid to reschedule the lesson. 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. AFSI will reschedule the lesson within the contracted availability. It is the student and parent's responsibility to monitor the student portal for changes in the schedule. **IF THE STUDENT NEEDS TO RESCHEDULE A LESSON, HE/SHE MUST NOTIFY THEIR DRIVING INSTRUCTOR 48 HOURS PRIOR TO THEIR APPOINTMENT TIME.** If the student does not notify their instructor in due time, he/she will be subject to a \$40 re-booking fee. Last minute cancellations on behalf of the student are subject to lesson forfeiture. Instructors will make any reasonable accommodations for last minute scheduling changes when possible. Due to unforeseen circumstances such as traffic, construction, or emergency the Driving Instructor may arrive late to the scheduled driving lesson. The Driving Instructor might also have an illness or sudden emergency and, therefore, may have to reschedule a driving lesson appointment within the same day. Keep in mind that if arriving late, the Driving Instructor will still conduct the driving lesson at an appropriate length determined by the 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 when agreed, 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 session. Our minimum enrollment for an in-person classroom course is 4 students.

Driver's License Testing Cancellation

Appointments that are made for Driver's License testing must be paid when the reservation is being made to guarantee appointment time. Any offer for cash payment at the test time is subject to instructor/examiner availability, availability of an Examiner is not guaranteed without an appointment. Missed or canceled Road Test appointments are subject to a \$15 rescheduling fee, above and beyond any fees associated with any corresponding driving lesson.

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 must be discontinued for any of these reasons, the remainder of the lesson is subject to forfeiture, however we will do our best to accommodate the lesson time in the form of extended or additional lessons.

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 to by the instructor and approved by the relevant area's manager or the Operations director. All Florida Safety Institute and our insurance provider will not be responsible for any incident or injury in a personal vehicle. The student will carry and show proof of 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 receive instruction and drive safely. The student/parent/guardian must notify AFSI if there is any kind of medication taken by the student 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 the start of behind-the-wheel lessons to contribute to the safety of both student and Driving Instructor. Failure to disclose any previously known conditions may result in unnecessary scheduling delays.

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 attempt to provide sufficient warnings about unacceptable behavior. No texting, cell phones, paging or electronic devices will be permitted during any of our training sessions or tests.

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 or test.

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 eyewear will be worn throughout participation in the program or test.

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 SESSIONS OR THEREAFTER. 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.

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 moved to the next best program available or returned 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 must keep track of his/her personal belongings when in the AFSI vehicles. Student cell phones and other electronic devices should be kept in the glove compartment or center console while the 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 a student's behind-the-wheel training with AFSI, there may be a second and/or third Driving Instructor present in the vehicle as a silent partner observing the lesson or participating as the instructor deems acceptable..

Additional Passengers

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

Information

We work directly with insurance agents across the state to help provide the best insurance options to our students and customers. Customers may be contacted about insurance plans and potential savings related to taking programs or testing with All Florida Safety. If you prefer to not receive any contact about these potential insurance saving options, customers can opt out via their student portal or by contacting our office.

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 dash camera to record driving performance and events on the road. The purpose of these cameras are for safety, quality control and for training purposes. 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 or test. 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, when the student is operating the vehicle they are ultimately responsible for anything that happens. This includes any moving violations, tickets or red light cameras. Crashes 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 current insurance deductible when a claim is made. This includes flat tires as a result of careless driving but excludes flat tires due to structural failure or nail punctures. The purchase of a Vehicle Damage Waiver will waive any costs that may be incurred during a lesson due to damage of the vehicle or property. The Vehicle Damage Waiver does not waive any penalties assessed from tickets or fines

Availability for Lessons

Please outline the student's weekly availability, and indicate which days are acceptable for school pick up if desired:

Example	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
School PU @ Ponte Vedra HS, from 4PM to 7PM							

Exceptions

Please list any exceptions with dates and times to the above availability such as sports events, vacations, doctor appointments etc...

Alternate Addresses

Please list any alternate pick up or drop off addresses that might be used throughout the lesson program. Please include the school name and address below if you would like pick up from school during the week.

Instructor Request

If you have a request for a specific instructor, please name them below

Special Considerations

Please note any special requests, or comments. Include items such as medication, glasses or contacts, learning challenges etc... below

CONTINUED

All Florida Safety Institute, LLC Terms and Conditions Acknowledgment:

The enrolled student/guardian agrees and understands all of the above terms laid out in this policy. The enrolled student/guardian 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.

Email: _____

(So we can send you a copy of this contract)

Student's DOB: _____

Student Name (Print): _____

Student Signature: _____ Date: _____

Parent Name (Print): _____

Parent Signature: _____ Date: _____

Parent Signature is required for all students under 18