

Midwest Five Star Driving School, LLC		
4318 W. Crystal Lake Rd, Suite K McHenry, IL 60050		1301 West Diggins St Harvard, IL 60033
Phone: 815-334-7251		Email: info@midwestfivestardrivingschool.com

### DRIVER TRAINING SERVICE AGREEMENT

This Driver Training Service Agreement (this "Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BETWEEN**

Parent or legal guardian: \_\_\_\_\_ (the "Guardian") and

Student: \_\_\_\_\_ (the "Student") herein collectively, as "Clients"

At \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

**- AND -**

Midwest Five Star Driving School, LLC (the "School")

**BACKGROUND:**

- A. The Clients are of the opinion that the School has the necessary qualifications, experience, and abilities to provide services to the Clients.
- B. The School is agreeable to providing such services to the Clients on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Clients and the School (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. **Services Provided.** The School shall provide the following services to the Clients (the "Services"):
  - 30 hours of classroom training
  - \_\_\_\_ hours of behind-the-wheel instruction and \_\_\_\_ hours of observation training
  - Required paperwork including Proof of Enrollment in a Driver Training Program, Certificate of Completion, and any other documentation as prescribed by the State of Illinois (92 Ill. Adm. Code 1060).
 In addition, the School shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.
2. **Term.** The term of this Agreement (the "Term") will begin on the date of this Agreement and remain in full force and effect until one of the following events, subject to earlier termination as provided in this Agreement:
  - The completion of the Services. Or
  - Exceeding the State of Illinois limit on driver training course time of nine (9) months (\_\_\_\_\_).
3. **Payment.** The Clients will pay the School a tuition of \$\_\_\_\_\_ according to the schedule of \$\_\_\_\_\_ deposit, due upon the execution of this Agreement and \$\_\_\_\_\_ balance due in full prior to the first behind-the-wheel driving training session or by the last scheduled classroom training, whichever comes first. Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and the other Conditions in this Agreement.
4. **Additional Fees.**
  - a. **Missed Appointment.** Behind-the-wheel and observational instruction is made by appointment only. Unless the School is given at least twenty-four (24) hours' notice, The Clients agree to pay a Forty-Five Dollars (\$45.00) cancellation fee for any appointment the Student does not meet for any reason including Student schedule

conflicts, Student illness, Student tardiness, Student without proper driving permit, and Student starting but not completing their lesson for any reason, such as illness.

- b. **Student Reinstatement.** The Student shall complete all training, including behind-the-wheel requirements, within six (6) months' of the date of this Agreement. The Clients agree to pay a One Hundred Dollars (\$100.00) reinstatement fee if the Student lapses this period.
  - c. **Non-Sufficient Funds.** The Clients agree to pay a Thirty-Five Dollar (\$35.00) fee for each returned check.
  - d. **Classroom Damages.** The Student agrees to behave in way that is appropriate for a classroom and to abstain from any behaviors that could cause damage to or remove the School's classroom property including, but not limited to, learning materials, learning aids, or furniture. The Clients agree to pay replacement costs for any damages caused by careless, intentionally destructive, or reckless behavior.
5. **Conditions.** If the Clients fail to meet the conditions outlined, the School may terminate the Agreement without refund.
- a. **State Requirements.** The Student is required to meet all prerequisites and complete all training requirements as prescribed by the State of Illinois. In addition, the School cannot and does not guarantee that the Student will successfully pass the examination given by the Division of Motor Vehicles upon the completion of the course. The School does agree to exert its best efforts in teaching the Student to meet the requirements of the examinations.
  - b. **Attendance.** Late registrants and absentees shall be given make-up instruction and assignments. By Illinois Law, the School is not permitted to keep a student that has been absent from more than four (4) class sessions or that has not attended one of the first three (3) class sessions without requiring the student to re-enroll in a later course and to start over. Should the Clients voluntarily withdraw, stop attending the program, or fail to complete the program within the Term and later wish to complete the program, re-enrollment is required.
  - c. **Eligibility.** The Student must be eligible for a driving permit and must meet all dropout or grade eligibility requirements in Illinois Statutes Ch. 625 §6-408.5 in order to receive a certificate of completion. A failure of the Clients to provide required valid documentation to the School will result in incomplete training service and require the Clients to re-enroll in a later course if the Clients wish to complete the program.
  - d. **Conduct.** The School reserves the right to cancel this agreement at any time should the Student's conduct in the classroom or in a vehicle indicate a lack of maturity or responsibility deemed necessary by the School in order to safely operate a motor vehicle. Destruction of property or the possession, distribution, or use of any controlled substance is strictly prohibited and will be cause for expulsion.
6. **Consent.** The Guardian provides explicit consent and permission for the Student to take the classroom and behind-the-wheel instruction with the School. While behind-the-wheel sessions often have two teens in the vehicle, there may be times when the Student is alone in the vehicle with an instructor from the School. The Guardian provides consent for the Student to be alone with an instructor from the School in the case that it is not possible for another teen to be present.
7. **Monitoring.** The School may operate in-vehicle audio and video recording technologies during instruction for quality assurance, dispute resolution, and/or training purposes. The Clients provide consent to be recorded and release the School from all liability (including, without limitation, liability for negligence to the fullest extent permitted by law), loss, cost and expense (including, without limitation, attorneys' fees and costs) arising from or connected with the use of the visual recording and the audio recording. This release includes, but is not limited to any claim arising out of or connected to accusation of eavesdropping, wiretapping, or of privacy infringement.
8. **License and Insurance.** The School will maintain all necessary licensing from State of Illinois, Secretary of State, Department of Motor Vehicles and insurance requirements as necessary by law.
9. **Indemnification.** The School will complete the course in a reasonable length of time. However it cannot be held responsible for delays and cancellations caused by mechanical failure, unsafe driving conditions due to bad weather, or any other reason over which it has no control. The School will give the Clients as much notice as possible if any delay becomes necessary (or foreseen). The Clients understand that certain hazards and risks are inherent in the operation of motor vehicles. The Clients do hereby specifically assume all risks as may be incurred in the normal

operation of a motor vehicle during the course instruction. All vehicles are fully covered with Liability Insurance. The Clients hereby fully and completely release the School, its agents and employees, from any liability to the fullest extent of the law, and from any and all claims or causes of action resulting or arising from any damage or injuries suffered by the Student during this course or any extension thereof, to the extent that such claims shall not be covered by the School's insurance coverage. The Clients hereby further agree to indemnify and hold the School harmless from any claim made against it for any damage or injury suffered by any person, company, corporation or other entity, growing out of the Student's operation of a School vehicle, or as a result of the Student's course of instruction, to the extent that such a claim isn't covered by the School's Insurance coverage.

10. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation unless it is under 92 Ill. Adm. Code 1060.80, then it shall be directed to the Secretary of State's Office. If the dispute cannot be resolved through mediation or the Secretary of State's Office, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
11. **Termination and Refund.** The School has a One Hundred Dollar (\$100.00) instruction registration fee. The School agrees to pay a partial refund for the total amount paid by the Clients less the registration fee and any prorated services rendered if the Clients choose to terminate the Agreement early and the Student has attended three (3) or fewer classroom sessions. The Clients agree that in the case that the Student has attended more than three (3) classroom sessions and seek to terminate the Agreement early, the School will not refund any tuition or part of tuition if the school is capable and willing to perform its part of the Agreement.
12. **Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior understandings and agreements of the Parties. By signing below, the Parties assert that they have read and understand the provisions of this agreement.
13. **Amendments.** No supplement, modification, or amendment, of this Agreement will be binding unless executed in writing by both of the Parties.
14. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable, as though the invalid, illegal, or unenforceable parts have not been included in the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

\_\_\_\_\_  
Signature (Guardian)

\_\_\_\_\_  
Printed Name (Guardian)

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Printed Name (Student)

\_\_\_\_\_  
Signature (Driving School representative)

\_\_\_\_\_  
Printed Name (Driving School representative)

Classroom Start Date: \_\_\_\_\_ Meeting Day(s): Sun Mon Tue Wed Thu Fri Sat Times: \_\_\_\_\_

Classroom location: McHenry Harvard

**ADDENDUM TO DRIVER TRAINING SERVICE AGREEMENT**

This Addendum to Driver Training Service Agreement (this "Addendum") dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BE IT KNOWN that the undersigned parties, for good consideration, agree to make the additions outlined below. These conditions shall be valid as if part of the original agreement.

1. **Fuel Surcharge:** In addition to the payment and fees outlined in the Driver Training Service Agreement, a fuel surcharge may be applied to reflect increased gasoline prices. The surcharge will be calculated at the time of each behind-the-wheel instruction. The Clients may pay the School either at the time of instruction or prior to receiving a certificate of completion. The table below is the table from where the surcharge is derived. The gasoline prices are based on the Weekly Chicago All Grades All Formulations Retail Gasoline Prices as set out by the Energy Information Agency (EIA) of the Department of Energy in the public website for the week of the behind-the-wheel instruction where the price is over \$5.50 per gallon.

<b>Fuel Surcharge Schedule</b>	
Per Gallon Price	Associated Surcharge per hour of behind-the-wheel instruction
\$5.50 - \$6.00	\$1.00
\$6.01 - \$6.50	\$2.00
\$6.51 - \$7.00	\$3.00
\$7.01 - \$7.50	\$4.00
\$7.51 - \$8.00	\$5.00
\$8.01 - \$8.50	\$6.00
\$8.51 - \$9.00	\$7.00
\$9.01 - \$9.50	\$8.00
\$9.51 - \$10.00	\$9.00

\_\_\_\_\_  
Signature (Guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Driving School representative)

\_\_\_\_\_  
Date