

# Be Safe Driving School, LLC

541-735-5592

info@besafedrivers.com

## Private Behind the Wheel Lessons Agreement

Welcome,

We are happy you have chosen Be Safe Driving School's Private Behind the Wheel lessons. Our school was established in order to give students a comprehensive driving education to create safe drivers. Success in these lessons will require discipline and a willingness to learn new things from both students and parents/guardians. These lessons would be incomplete without your active participation and positive desire to learn. We highly value the time that you will devote to this task and thank you for your willingness to learn, practice and maintain safe habits that are designed to produce exceptional drivers.

Please read this document carefully to ensure that you receive the best value of our program by following the terms and conditions.

Thank you,  
Be Safe Driving School

### Behind the Wheel Private Lessons

1. Students must bring a valid driving permit to all behind the wheel lessons. Without a valid driving permit, the student will not be allowed to attend the behind the wheel lesson and will be deemed absent. If you come to the driving lesson without your permit, you will not be allowed to drive and will need to schedule a make up lesson. **Each make up session is an additional \$50.**
2. Wear appropriate clothing and shoes. No sandals, flip flops, crocs, slides or heels are allowed in the Driver Education Vehicle. We suggest that students wear comfortable and securely fitted shoes.
3. Corrective lenses are required if a student normally wears them. Sunglasses are optional.
4. No food or beverage of any kind at any time. Only water in a leak proof beverage container is allowed. Be responsible in keeping the Driver Education Vehicle clean.
5. Behind the wheel lessons begin promptly at the scheduled time. We must be notified of a schedule conflict at least 24 hours prior to the start of the scheduled lesson.
6. Drives begin, and end, at either LCC – Main Campus or South Eugene High School.
7. All drives take place within Eugene/Springfield city limits.
8. Each drive will follow a preplanned route based on student's learning goals.
9. All drives must be completed within 90 days of purchase.
10. It is important that students spend time continuing to practice the skills learned in the driver's education vehicle during home guided practice.
11. No cell phones are allowed during the behind the wheel lesson. Cells phones are to be silenced and put away in the trunk or in the center console. There is zero tolerance for cell phone/headphone usage in the vehicle.
12. No weapons are allowed inside the driver's education vehicle. This includes, but is not limited to, knives (of any size, guns or mace).
13. Be Safe Driving School is not a third-party provider of the DMV drive test. Students will need to schedule their drive test with the DMV, or an approved third party provider.

### Course Fees

1. All fees for lessons must be paid in full at the time of scheduling.
2. Private lessons are purchased in packages of 5 one hour lessons for **\$375.**
3. Additional time can be purchased for **\$75 per hour.**
4. We understand that life happens and you may need to reschedule a lesson. Please provide at least a 24 hour notice prior to the start of your lesson. If you communicate with us at least 24 hours in advance, your lesson will be rescheduled with no extra fee.

5. If you are a no show or do not communicate with us at least 24 hours in advance of needing to reschedule a lesson, there is a **\$50 no show fee**. This fee will need to be paid prior to continuing your lessons.
6. You must bring your permit with you to each lesson. If you do not bring your permit with you, the lesson will need to be rescheduled and a **\$50 rescheduling fee** will need to be paid prior to the next lesson.
7. All lessons must be completed within 90 days of purchase. Once the 90 days has passed and if you have not completed your private lesson hours, the remaining balance will be forfeited, and you will not be able to continue your lessons unless you have completed a new payment.
8. Refunds will only be given if the student has not yet begun their private lessons package. Cancellations must be made five (5) full business days (M-F) prior to the lesson start date in order to receive a refund. There is a **\$25 administrative fee** to process your refund.

#### Removal From Private Lessons

We take safety seriously. Students will be removed from private lessons without a refund for any of the following reasons.

1. Being under the influence of alcohol or any other illegal drugs (or legal drug affecting the students' ability to operate a vehicle safely) during any of the instructional phases.
2. Attending behind the wheel lessons while noticeably sleep deprived.
3. Misuse of driver education vehicle.
4. Repeated refusal to follow driving instructors' directions.
5. Repeated and willful violation of traffic laws.
6. Use of any tobacco product (including e-cigarettes and vape pens) on campus where instruction occurs.
7. Weapons of any kind brought into the driver's education vehicle.
8. Use of cell phone or headphones during instruction.
9. A permit or license that is expired, suspended, revoked, or participating in diversion program.

#### Acknowledgement of Risks of Participation & Liability Waiver

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any instructions or directions given by Be Safe Driving School LLC, or the employees, representatives or agents of Be Safe Driving School LLC.
2. I acknowledge the activity of driving a motor vehicle and riding in a motor vehicle comes with the inherent risk of injury ranging from minor injuries to more serious injuries, including dismemberment and/or death. I acknowledge the risks involved in my and/or my child's driver's participation in any activities involving a motor vehicle. I acknowledge that safety equipment, such as a safety belt, may cause irritation or minor injuries. I acknowledge that the act of driving, turning to look, and other physical expectations of driving may lead to minor discomfort and injury.
3. I certify that my permit/license is valid. I agree that if my permit/license is revoked or suspended, or participating in any diversion programs, that I will notify Be Safe Driving School immediately and not participate in any behind the wheel instruction. Any students caught participating in behind the wheel lessons with an expired, suspended revoked, or participation in diversion program will immediately be removed any further private lessons.
4. I agree to indemnify and defend Be Safe Driving School LLC against any claims or legal actions from any injury or damages stemming from my and/or my family's use of Be Safe Driving School LLC equipment or upon the presence of Be Safe Driving School LLC facilities.
5. I understand that Be Safe Driving School LLC vehicle(s) is/are outfitted with both front and rear facing cameras. I understand that these cameras are recording during each driving lesson and may include recorded video of persons inside/outside the vehicle.
6. I understand that Be Safe Driving School does not guarantee that any student will pass a class, or will receive their license.
7. I understand that in the event of inclement weather, such as snow and ice, behind the wheel lessons will be rescheduled to a time when it is safe to drive. There will be no rescheduling fee due to inclement weather.
8. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal

counsel review this Agreement if I so desire. I further agree and acknowledge that Be Safe Driving School LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

- 9. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement.
- 10. Any legal or equitable claim that may arise from participation in the above shall be resolved under Oregon law.
- 11. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. BY SIGNING THIS DOCUMENT I ACKNOWLEDGE THE RISKS AND AGREE TO THE TERMS.

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Printed Name of Student \_\_\_\_\_

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Signature of Student \_\_\_\_\_ Date \_\_\_\_\_

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Permit Number \_\_\_\_\_ Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

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Address \_\_\_\_\_ Phone Number \_\_\_\_\_ Birthdate \_\_\_\_\_

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Printed Name of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

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Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

### Confidential Health Information and Authorization

The following information is essential for the health and safety of participants in the driver training program. The information will only be shared within Be Safe Driving School on a need-to-know basis. No person to whom disclosure is made shall re-disclose to any person outside Be Safe Driving School. You may revoke this authorization at any time in writing.

Student Name \_\_\_\_\_

Parent/Guardian/Emergency Contact \_\_\_\_\_

Parent/Guardian/Emergency Phone Number \_\_\_\_\_

Does the student have any of the following physical and/or medical limitations?

Hearing Problems	Yes No	Allergies (describe below)	Yes No	Fainting Spells	Yes No
Epilepsy	Yes No	Diabetes	Yes No	Orthopedic Problems	Yes No

Heart Trouble            Yes No      Paralysis            Yes No      Asthma            Yes No

Cerebral Palsy            Yes No      Chronic Illness            Yes No      Vision Problems            Yes No

Other (describe) \_\_\_\_\_

Does the student take over the counter or prescription medication?    Yes    No

If yes, please list \_\_\_\_\_

Describe any side effects that would affect their driving ability, such as drowsiness, etc. \_\_\_\_\_

\_\_\_\_\_

Does the student have any specific learning disabilities (including reading difficulties) which might hinder or limit their progress?

Yes    No

If yes, please explain \_\_\_\_\_

### Private Behind the Wheel Assessment

The following information is essential to create a lesson plan for participant in the driver training program. The information will only be shared within Be Safe Driving School on a need-to-know basis. No person to whom disclosure is made shall re-disclose to any person outside Be Safe Driving School. You may revoke this authorization at any time in writing.

How many hours have you driven? \_\_\_\_\_

Describe your behind the wheel experience. \_\_\_\_\_

\_\_\_\_\_

List the cities in which you have driven. \_\_\_\_\_

Have you taken a Traffic Safety Education Course?    Yes    No

What were your struggles in the Traffic Safety Education Course, if taken and not passed? \_\_\_\_\_

\_\_\_\_\_

What are the driving skills you wish to work on? What are your goals? \_\_\_\_\_

\_\_\_\_\_