

Minor/Adult

# STUDENT ENROLLMENT CONTRACT

( C2451 ) Mansfield Driving Academy ( 817 ) 225-2808  
School / Branch # Name of School Area Code Phone Number

2364 N. Hwy 287 Ste. 123 Mansfield TX 76063  
Classroom Address City State ZIP Code

\_\_\_\_\_  
Printed Full Legal Name of Student      /  /                        (        )  
Date of Birth (MM/DD/YY) Driver's License # Area Code Phone Number

\_\_\_\_\_  
Street Address of Student                                                                    
City State ZIP Code

\_\_\_\_\_  
E-mail Address                                                                    
Student's Cell Phone # Mother's Cell # Father's Cell #

**CLASSROOM & BEHIND-THE-WHEEL INSTRUCTION – CONCURRENT COURSE**

Number of Lessons 16 Length of Course 32 Hrs. Length of Lesson 2 Hrs. Cost per Lesson \$ 22.50  
 Number of Lessons 7 Length of Course 14 Hrs. Length of Lesson 0 Hrs. Cost per Lesson \$ 0.00 Course Rate \$ 360.00

*\*7 driving lessons are free with purchase of full course*

**CLASSROOM ONLY**

Number of Lessons 16 Length of Course 32 Hrs. Length of Lesson 2 Hrs. Cost per Lesson \$ 16.25 Course Rate \$ 260.00

**BEHIND-THE-WHEEL ONLY**

Number of Lessons 7 Length of Course 14 Hrs. Length of Lesson 2 Hrs. Cost per Lesson \$ 40.00 Course Rate \$ 280.00

Payment: \$ \_\_\_\_\_ Date: \_\_\_\_\_ **Total Amount of Contract \$ \_\_\_\_\_**  
 Payment: \$ \_\_\_\_\_ Date: \_\_\_\_\_  
 Payment: \$ \_\_\_\_\_ Date: \_\_\_\_\_ **\*\*Administrative Expenses (up to \$50) \$ \_\_\_\_\_**

A no-show fee of \$ 35.00 will be charged if the school is not notified of a cancellation at least 24 hours prior to a scheduled in-car lesson.  
 A fee of \$ 100.00 will be charged if a student defaces or damages any school property (desks, tables, textbooks, etc.) If gas prices exceed \$ 4.00 per gallon, an additional fuel surcharge of \$ 3.00 will be charged for each driving lesson.

Parent's initials \_\_\_\_\_

Classroom instruction begins 9/3/2019 at 3:45pm, or 6:00 pm and is expected to end 9/26/2019. All classroom make-up assignments and in-car instruction must be completed by 9/3/2020.

Parent's initials \_\_\_\_\_

**Tue-Fri (9/3-9/6), Mon-Thu (9/9-9/12), Mon-Thu (9/16-9/19), Mon-Thu (9/23-9/26)**

**ATTENDANCE / ABSENCE**

A full hour of absence is charged to the student when he/she does not attend the full 55 minutes of instruction during a 60-minute period. If a student is absent in excess of 10 classroom hours, the student enrollment will be terminated from that class. **Parent's initials \_\_\_\_\_**

**GRADING / PROGRESS**

Progress standards must meet the requirements of the current rules adopted by the Texas Department of Licensing & Regulation (TDLR). Mastery is a prerequisite to awarding a grade of 70 or above. Evidence of mastery shall be determined by one or more of the following methods: 1) unit tests; 2) written assignments; 3) skills performance checklist; and 4) comprehensive examinations of knowledge and skills.

**RULES OF OPERATION AND CONDUCT**

A student or prospective student may be dismissed or barred from the school for tardiness; drunkenness or obvious signs of drug use; rude, vulgar or disruptive behavior; smoking or using tobacco products; using a cell phone during class or in the car; or being otherwise inattentive (sleeping, texting, reading, etc.). Students terminated for violating rules of conduct may be readmitted at the discretion of the school director.

**CANCELLATION POLICY**

A full refund will be made to any student who cancels the enrollment contract before midnight of the third day, other than a Saturday, Sundays, or legal holiday, after the date the enrollment contract is signed student, unless the student successfully completes the course or receives a failing grade on the course examination; or the enrollment of the student was procured as a result of a misrepresentation in advertising or promotional materials of the school or course provider; or a representation made by an owner or employee of the school or course provider.

# STUDENT ENROLLMENT CONTRACT

(continued)

## REFUND/TERMINATION/DISCONTINUED COURSE POLICY

- Refunds are based on the period of enrollment computed on the basis of course time expressed in clock hours.
- The effective date of the termination for refund purposes will be the earliest of the following: (a) the last day of attendance, if the student is terminated by the school; (b) the date of receipt of written notice from the student; or (c) the 10<sup>th</sup> school day following the last day of attendance.
- If tuition is collected in advance of entrance and, if a student does not enter the school, terminates enrollment, or withdraws, the school: (a) may retain not more than \$50 as an administrative expense; and (b) shall refund that portion of the classroom tuition and fees and behind the wheel tuition and fees that correspond to the services the student does not receive.
- The school shall refund items of extra expense to the student, including instructional supplies, books, laboratory fees, service charges, rentals, deposits, and all other charges not later than the 30<sup>th</sup> day after the effective date of enrollment termination if: (a) the extra expenses are separately stated and shown in the information provided before enrollment; and (b) the student returns to the school any property in the student's possession and
- A full refund of all tuition and fees is due and refundable in each of the following cases: (a) when an enrollee is not accepted by the school; (b) if the course of instruction is discontinued by the school at this location; or (c) if the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or misrepresentation by the owner or representation of the school.
- Refunds shall be completed within 30 days after the effective date of termination.

## Acknowledgement

\_\_\_\_ **Parent's Initials** - I have been furnished a copy of the school tuition schedule; cancellation and refund policy; make-up policy and school regulations pertaining to absence, grading policy, progress, and rules of operation and conduct.

\_\_\_\_ **Parent's Initials** – The school maintains a business insurance policy for vehicles with coverage as required by Texas Transportation Code, Chapter 601, and uninsured or underinsured motorist coverage.

\_\_\_\_ **Parent's Initials** – The school is prohibited from issuing a DE-964 or ADE-1317 if the student has not met all of the requirements for course completion, and the student should not accept a DE-964 or ADE-1317 under such circumstances.

\_\_\_\_ **Parent's Initials** – This agreement constitutes the entire contract between the school and the student and no verbal assurances or promises not contained herein shall bind the school or the student.

\_\_\_\_ **Parent's Initials** - I further realize that any grievances not resolved by the school may be forwarded to Texas Department of Licensing and Regulation Attention: Enforcement Division PO Box 12157 Austin, TX 78711; 800-803-9202 [www.tdlr.texas.gov/complaints](http://www.tdlr.texas.gov/complaints)

## READ ENTIRE CONTRACT BEFORE SIGNING

**A copy of the contract must be given to the parent and a copy maintained by the school and kept in the student file for at least three years.**

\_\_\_\_\_  
Signature of Student – 18 years of age or older                      Printed name of student-18 years of age or older                      Date

\_\_\_\_\_  
Signature of Parent / Legal Guardian – student younger than 18                      Printed Name of Student – Younger than 18                      Date

\_\_\_\_\_  
Signature of School Representative                      *Scott Holmes*                      Printed Name of School Representative                      Date

My initials signify that I do NOT want my son/daughter to receive individual (one-on-one) instruction. I understand this decision may delay the behind-the-wheel training until another student can be scheduled. **Parent's initials if one-on-one driving is REFUSED** \_\_\_\_\_