



## AGREEMENT FOR TOPCOPS, INC DRIVER'S EDUCATION PROGRAM

THIS AGREEMENT FOR DRIVER'S EDUCATION PROGRAM (this "Agreement") is made as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Participant or Participant's Parent or Legal Guardian), whose address is \_\_\_\_\_ For \_\_\_\_\_ ("Student") and TopCops, INC, a Colorado S Corporation, whose address is 5023 W. 120<sup>th</sup> Ave. #299, Broomfield, CO 80023 ("Company").

***This agreement constitutes the entire contract between the school and student, and any verbal assurances or promises not contained herein are not binding on either the student or the school.***

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows: **(Parent or guardian takes full responsibility for the minor participant by signing below)**

### 1. Scope of Services.

TopCops Driving School hereby agrees to provide Participant with **6 hours of behind-the-wheel instruction, and/or Drivers Test** designed to meet the requirements of the State of Colorado ("Driver's Education Program"). It is anticipated, though not guaranteed, that the Behind the Wheel Training shall be completed within 60 Days.

***Under this agreement, an instructor may not provide behind-the-wheel training to more than two individual students per session.***

**Initials** \_\_\_\_\_ (Parent's Initials)

### 2. Payment.

Student or parent agrees to pay for the services outlined in paragraph #1 above for a total cost \$\_\_\_\_\_ for the Driver's Education Program, due prior to the start of Instruction.

**Initials** \_\_\_\_\_ (Parent's Initials)

### 3. Code of Conduct.

The Code of Conduct attached hereto as Addendum I and incorporated herein by reference is applicable to the Participant at all times during classroom and behind-the-wheel instruction. **Participant expressly acknowledges that failure of the Participant to abide by the Code of Conduct may result in termination of this Agreement and immediate dismissal from the Driver's Education Program. In the event of such dismissal, all fees paid to TopCops shall be non-refundable.**

**Initials** \_\_\_\_\_ (Parent Initials)

### 4. Termination.

Except as set forth in Section 3 above, this Agreement may be terminated at any time by mutual consent of both parties, or by either party upon seven (7) days' notice in writing and delivered by certified mail or in person to the other party. In the event of termination, all fees paid to TopCops, INC will be subject to a prorated refund, only if we are found at fault for not providing service as described in Section 1 above.

### 5. Insurance.

The Student and Parent understand that the student drives under the umbrella of the parent's insurance. The Student and parent also understand that certain hazards and risks are inherent in the operation of motor vehicles. The Student (or Parent if Minor) does hereby specifically assume all risks as may be incurred in the normal operation of a motor vehicle during the course instruction.



TopCops Driving School/720.261.8591/topcopsds@gmail.com

All vehicles are fully covered with Liability insurance. The Student/Parent hereby FULLY and COMPLETELY releases the School, its agents and employees, from any and all liability whatsoever, and from ANY and ALL claims or cause of action resulting or arising from any damage or injuries suffered by the Student during the course or any extension thereof, to the extent that such claims shall not be covered by the Student's insurance coverage. The Student/Parent hereby further agrees 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.

Initials \_\_\_\_\_ (Parent's Initials)

6. Limitation of Liability.

TopCops Driving School and its instructors shall not be liable for any indirect, incidental, special, punitive or consequential damages for any breach of this Agreement. Student's exclusive remedies for any and all claims related to the services provided by Instructor under this Agreement shall be limited to the total payments made for the Driver's Education Program.

Initials \_\_\_\_\_ (Parent's Initials)

7. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and any and all such items shall be deemed to have been duly delivered upon actual deposit in the United States Mail, postage prepaid, and addressed to the parties at their respective addresses set forth above.

8. Assignment. The Student shall have no right to assign its respective rights and obligations under this Agreement, without prior written consent of the Instructor.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

10. Amendments. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

11. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement, the intent being that the same are severable.

12. Cancelation Fees. A cancelation fee of \$90 will be charged for any cancelation of classes or Behind the Wheel lessons with less than 48 hours' notice. This fee will be collected prior to the next lesson being scheduled. We will charge the fee for the following reasons:

- i. If you fail to show for your scheduled lesson or class without calling to cancel at least 48 hours in advance.
- ii. Forget to bring your permit or your license to your drive lesson.
- iii. Forget to bring your proof of Insurance.
- iv. Show up more than 15 minutes late for your Behind the Wheel lesson.
- v. Forget required glasses or contacts.

Initials \_\_\_\_\_ (Parents Initials)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth above.

Participant or Participant's Legal Guardian \_\_\_\_\_

For \_\_\_\_\_ (Name of Participant if under the age of 18)



**ADDENDUM I  
CODE OF CONDUCT**

1. Proper attire must be worn at all times.
2. Improper language will not be tolerated in the classroom or vehicle.
3. No food in the vehicle, soft drinks or water is allowed only if the container has a lid.
4. Cell phones should be silenced and put in purse or backpack in back seat.
5. Remember: No smoking on BVSD property per state law.
6. **Provide 48 hours notice if you need to cancel or reschedule your lesson. Late cancellations or NO SHOW will result in a rescheduling fee of \$90.00.**



**TopCops Driving School 720-261-8591**

**<http://topcopsdrivingschool.com/>**

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