

Go Driving Academy LLC AGN Enterprise
Anthony Nobles Owner/Operator
221-F West Dunbar Cave Road
Clarksville, TN 37040
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TRAINING AGREEMENT

This agreement, starting on (MM/DD/YYYY) between
Go Driving Academy LLC AGN ENTERPRISE (hereafter referred to as GDA)
and (FIRST M. LAST) , (hereafter referred to as Student),
whose address is (STREET, STATE, ZIP) ,
enter into this entire agreement in accordance with the regulations set forth by the Tennessee
Department of Safety displayed at the GDA office as follows:

This Training Agreement must be completed, signed in person or electronically and returned to
GDA before any lessons or classroom sessions can be attended.

1. Costs and Refunds

The New Driver's Education Package (NDEP) costs \$749.00, consisting of 30 hours of
classroom instruction, 6 hours of behind-the-wheel instruction, and the Tennessee Road Test.
GDA has no liability under this agreement if full payment is not received in advance of
scheduled start date, with no refund. A minimum payment of at least \$100.00, which is non-
refundable, is required to sign up for any class date, with the remainder due 5 business days
prior to first class session. Any cancellation of classroom 5 business day before start of class
will not be refunded.

GDA has no liability under this agreement if full payment is not received in advance of
scheduled classroom start date, with no refund. All requirements for completion of New
Driver's Education Program must become complete within 1 year of starting date. Any lessons
or classroom not completed within one year from start date of the first classroom session or
BTW lesson will be forfeited with no refund.

Behind the Wheel Lessons (BTW) cost \$125.00 per one 90 minute lesson, with the pick up
and drop off location at the Go Driving Office. No BTW lessons can be scheduled or attended
until student balance is paid in full, including any fees.

Refunds for BTW Lessons or NDEP purchased with any discounts or package discount will
forfeit discounts, and any completed lessons and/or classroom will cost non-discounted rates.
A \$35 processing fee will be applied to all refunds with no refund on deposits.

The Tennessee Road Test (TRT) The student has 1 year from the date of the completion first
classroom session to complete the TRT. To be eligible to schedule a TRT, the student must
complete the requirements of 30 hours of classroom, 6 hours of BTW lessons, and be 15 1/2
years old. Failure to complete the requirements and TRT in 1 year from the first classroom
session will forfeit the ability to test with GDA and forfeit any refunds.

(Student and/or Parent) Initials

Student agrees to have all required paperwork to test including Social Security Card and any Tennessee Identification or Learner's Permit that has been issued to them to be able to complete the TRT. Failure to have all paperwork prior to testing will result in forfeit of scheduled test time and must be rescheduled with a \$25.00 TRT rescheduling fee.

Refunds and Pricing

No refund of any kind will be given after 180 day of original date of transaction.

Current pricing for future lessons, classroom, training, and fees are subject to pricing increases to reflect increase cost of operations and changes in the marketplace.

2. Behind-the-Wheel Instruction

Appointments: Student agrees to meet at the designated time and location. The standard location for pickup and drop off is the GDA main office.

Optional Pick up and Drop Location for Driving Lessons Only: This option includes locations inside the city limits of Clarksville, TN such as work or home, and includes Montgomery County High Schools. These lessons can be scheduled for an additional \$59.00 per lesson. Addresses outside of Clarksville city limits, or on Fort Campbell, will need to agree to meet at a predesignated location within the city limits to be able to use this option.

Reschedule: Student agrees to notify GDA 24 hours prior to scheduled time of any scheduling changes to avoid a Rescheduling Fee. Student agrees to pay a \$49 Rescheduling Fee for each driving lesson that is not rescheduled with more than 24-hour notice. The Rescheduling Fee must be paid before the next rescheduled lesson.

No Show: Student agrees to pay a \$125 No Show Fee when the student fails to be at the designated time and place of pickup. The GDA instructor will wait 10 minutes from the start time of the appointment, after which, if the student is not present the appointment will be considered a "No Show". The No Show Fee must be paid before the next rescheduled lesson.

BTW Conduct: The student agrees to conduct themselves properly with respect to the instructor and agrees to follow safely the instructions of the GDA instructor. If the GDA instructor cancels a driving lesson for unsafe or inappropriate behavior by the student, that will end all future lessons with GDA. If the student is allowed to continue with GDA, there is a \$125 Rescheduling Fee, which must be paid before the next rescheduled lesson.

Safety: GDA behind the wheel lessons are instructed in English to help the student prepare for the Tennessee Road Test, which is offered only in English. The student acknowledges that they can effectively read and communicate in English. If the GDA instructor determines at any time during the lesson that the student lacks the ability to communicate and understand instructions in English, which poses a safety hazard, the GDA instructor will stop the lesson. The student agrees there will be no refund for the cancelled lessons due to safety hazards. The student will not be able to take any future lesson from GDA until their ability to communicate in English has increased to an ability that creates a safe driving environment.

The student agrees to wear appropriate and safe foot wear. Shoes are required for BTW lessons. If a student wears sandals, slides, flip flops, slippers, shoes or boots with high heels or lifts, or any footwear that the GDA instructor deems unsafe for a student driver, the student will not be able to drive and complete the lesson due to unsafe foot wear, and the lesson will be

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deemed a “No Show” with a \$125 Rescheduling Fee which must be paid before next rescheduled lesson.

The student agrees to disclose to GDA any learning, physical, and/or mental disabilities that can impair safety while driving, or would need extra or specialized attention to help create a safe driving environment. If the GDA instructor determines at any time during the lesson that the student poses a safety hazard, the GDA instructor will stop the lesson. The student agrees there will be no refund for the cancelled lessons due to safety hazards.

The student agrees to not use any substance that would impair their ability to safely operate a vehicle prior to or during their behind the wheel lesson, to include prescription medications, illegal drugs, alcohol, etc. If the GDA instructor determines at any time during the lesson that the student poses a safety hazard due to use of any substance, the GDA instructor will stop the lesson. The student agrees there will be no refund for the cancelled lessons due to safety hazards.

The student agrees to be fully rested, which would include 8 hours of sleep within the last 24 hours, before they operate GDA vehicle. Driving without sleep within the last 24 hours is as dangerous as driving under the influence with a BAC of 0.08%, which would impair the student’s ability to operate a vehicle in a safe and legal manner. If the GDA instructor determines at any time during the lessons that the student poses a safety hazard due to lack of sleep, the GDA instructor will stop the lesson. The student agrees there will be no refund for the cancelled lesson due to safety hazards.

If the student operates a GDA vehicle in an unsafe manner which results in a traffic violation or citation, the student and/or parents/guardians agree to full responsibility and/or financial compensation due to student’s actions. If the student operates a GDA vehicle in an unsafe manner which results in injuries and/or damage to property, the student and/or parents/guardians agree to full responsibility and/or financial compensation and restitution as a result of the student’s actions. The student and/or parents/guardians agree to not hold GDA legally liable for any student’s unsafe actions while operating a GDA vehicle.

Tardiness: Student agrees to be present and ready to start lesson at the appointed time and location. If student is going to be tardy and notifies GDA office or a GDA instructor 1.5 hours or more before the start of the lesson, the lesson will be deemed a Late Cancellation with a \$49 Rescheduling Fee that the student agrees to pay before their next scheduled lesson. . If student fails to contact GDA 1.5 hours or more as to their tardiness and GDA instructor has to wait more than 10 minutes at agreed location and time, the lesson will be deemed a “No Show” and a No Show Fee of \$125, that must be paid before the next lesson will apply.

Additional Lessons: Each student is unique and their progress learning basic driving skills will vary. GDA does not guarantee that within any set amount of lessons, including the 6 hours of behind the wheel driving, that any student will have mastered all skills necessary to be a good and safe driver. Upon the completion of the Drivers Education Package or purchased driving lesson hours, the GDA instructor will give a driving skills evaluation. If the GDA instructor assesses that the student would benefit from more lessons, the student may take additional training at a rate of \$125 per 90 minute lesson.

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3 . Classroom Instruction

Classroom Conduct: The student agrees to conduct themselves properly with respect to the staff of GDA and the other students. Profanity is not tolerated, verbal or on clothing. Student agrees to dress appropriately for the classroom, and to avoid profanity, offensive messaging and being a distraction for other students and the instructor in attendance. Cell phone use is not permitted during any instruction time. Cell phone use is allowed only during official breaks and lunch. Students who continue to use cell phones, tablets, headphones, or other devices causing inattentiveness during classroom instruction, after 3 warnings from the classroom instructor will be dismissed from classroom with no refund.

Student agrees to come to class fully rested. Students sleeping during classroom instruction will be dismissed from classroom for remainder of the day. The student will not receive credit for that day's classroom time, and the student agrees to reschedule for a future date and complete the full day of the classroom session to receive credit for the full course.

Any conduct disruptive to the classroom may result in suspension from class session or expulsion from GDA without any refund. The student agrees that a makeup of a classroom session because of suspension for misconduct, if allowed, will be at an additional fee of \$75 per session.

The 30 hours of classroom is split into four sessions. The student agrees to complete the entirety of each session to complete the course.

Leaving The Classroom Session Early: If the student needs to leave early during a classroom session, they will not receive credit for that day's classroom time and the student agrees to reschedule for a future date to complete the full day of the classroom session in order to receive credit for the full course as required by the TN Department of Safety.

Missing And Rescheduling Classroom Sessions: If the student is scheduled for one of the four classroom session but cannot attend due to a scheduling conflict, the student agrees to notify GDA 5 business days prior of class. If students fails to notify GDA 5 business days before first day of class they agree to pay a \$99 class rescheduling fee. If the student reschedules the first session of the classroom, then all four sessions will be rescheduled to the next available class.

After the completion of the first session, a missed classroom session can be rescheduled at no charge and can be completed when that same classroom session is available in the future. (For example, if the student missed the third session out of the four days of classroom sessions, they cannot use a makeup date from session one, two, or four, but must reschedule for session three to receive credit for completing the course.)

After completing the first classroom session, the student will be able to schedule BTW lessons.

4. CERTIFICATE OF COMPLETION

To receive a Certificate of Completion for the GDA Driver's Education Package, the student agrees to complete all classroom instruction, complete 6 or more hours of behind-the-wheel instruction, and maintain an 80% grade point average in both driving and classroom instruction.

(Student and/or Parent) Initials _____

GDA does offer the Tennessee Road Test which is included in the New Driver's Package. Tennessee Department of Safety and Homeland Security requires that student must complete the New Driver's Education Program before they are able to test with GDA.

GDA is not administering the Knowledge Test for Tennessee State Licensing. Student agrees to take the Knowledge Test at the local Driver Testing Station.

Upon completion of the course requirements, GDA cannot guarantee that the student is eligible for the type of license for which instruction is received. Students must meet and pass all requirements of the Tennessee Department of Safety. The Tennessee Department of Safety Rules and Regulations are available for review upon request at the GDA office.

All GDA vehicles, classroom, and offices spaces are equipped with video cameras to record video and audio for safety and training purposes. The student acknowledges and gives consent to GDA to record with video and audio and use of recording and pictures for business needs.

Aggressive, threatening, or insulting language or behavior against any GDA staff by students or parents/guardians will result in exclusion of student or termination of services with no refund.

This constitutes the entire agreement between GDA and the student and/or parent/guardian and no verbal statements or promises in addition to the above mentioned agreement from any GDA employee or otherwise will be recognized.

Student Signature (Parent / Guardian must sign below if student under age 18)

Student Signature _____

Print Name _____

Date MM/DD/YYYY _____

Parent / Guardian Signature _____

Print Name _____

Date MM/DD/ YYYY _____

Go Driving Academy LLC AGN Enterprise (representative)

Signature _____
Anthony W. Nobles for Go Driving Academy LLC AGN Enterprise

Print Name _____
Anthony W. Nobles for Go Driving Academy LLC AGN Enterprise

Date MM/DD/YYYY _____

(Student and/or Parent) **Initials** _____