



TOP DRIVER TERMS & CONDITIONS

Thank you for choosing Top Driver. Your enrollment in Top Driver constitutes your agreement to these Terms and Conditions. PLEASE READ THEM CAREFULLY. This document shall constitute the entire contract between Top Driver and the student and no verbal assurances or promises not contained herein shall bind Top Driver or the student. All disputes should be directed to the Secretary of State.

GENERAL INFORMATION The entire Training Program (Classroom & In-Vehicle lessons) must be completed within 9 months from the start date of the student’s Classroom Training. Parents bear the responsibility for the timely drop off and pick up of students for class and In-Vehicle lessons at the pick-up and drop-off locations designated in their student portal. Top Driver instructors are not responsible for staying with students before or after class or In-Vehicle lessons. Students are not permitted to remain in the classroom after class without instructor supervision. In-vehicle appointments are video, and audio recorded for safety using dashboard cameras. On occasion Top Driver will use photos, videos and other digital media of students and classes in publications, on our website and on social media to promote our programs and initiatives. By acknowledging these Terms & Conditions, parents authorize Top Driver to edit, alter, copy, exhibit, publish or distribute these photos for such lawful purposes.

CLASSROOM TRAINING The Secretary of State requires:

1. A student must be 15 years old by the last class session to enroll in a class.
2. A student must meet one of the following grade requirements to enroll in a class:
 - a. Passing grade in at least 8 courses during the previous 2 semesters (Grade Verification Form required)
 - b. Obtain a waiver from a superintendent or school administrator (form provided on request)
 - c. Written verification student is home schooled (form provided on request)
 - d. GED form (provided on request)
3. A student must complete 30 hours of classroom training.
4. A student may miss a maximum of four (4) days of class and ALL missed classes must be made up. Please call Customer Service at 800-374-8373 to register for all makeup classes. If a student misses more than four classroom days the student is considered “dropped” and must re-enroll, retake the entire course, and pay a reinstatement fee of \$200. Missing more than 10 minutes of class is considered an absence for the class day. *Any deviation from the original class dates or times is considered a missed class.*
5. A minimum grade of 75% on the written Final Exam held during the last class is required to successfully pass Classroom Training. Students not achieving this grade after 2 attempts must retake the entire course and pay a \$200 reinstatement fee.
6. Classroom rules are discussed on the first day of class. Parents will be notified the first time a student fails to follow these rules. Subsequent violations may lead to expulsion, which will result in forfeiture of all amounts paid to date and cancellation of the student’s learner’s permit.

IN-VEHICLE TRAINING The Top Driver classroom instructor will issue a Permit Application on Day 1 of class. Students should obtain their Permit as soon as they turn 15 to meet the Completion deadline. Students may schedule In-Vehicle lessons on or after their first scheduled class session once they have their Instruction Permit and have paid in full. Lessons are scheduled on a first-come, first-served basis. Students may schedule no more than 2 lessons per month throughout their 9-month Training Program.

1. **48-hour notice is required to reschedule or cancel an In-Vehicle lesson.** A \$60 Late Cancel/No Show fee will be charged if we do not receive required notice. If a student is not present after 10 minutes from the scheduled start time this constitutes a “No Show” and the account will be subject to a \$60 Late Cancel/No Show fee. According to Illinois state law, students MUST have their ORIGINAL driving permit with them for all In-Vehicle lessons. A copy or digital image of the permit is not acceptable. Students arriving for an In-Vehicle lesson without their permit will have their lesson cancelled and will be assessed a \$60 Late Cancel/No Show fee.
2. All In-Vehicle training must be completed within 9 months from the first day of class (the “Completion Date”). This is a Secretary of State requirement. In-Vehicle training scheduled *after* the Completion Date will be subject to an additional \$150 fee. Students MUST pass an In-Vehicle evaluation to be eligible for the Secretary of State “Certificate of Completion.”
3. To allow time for the student to practice key skills with a parent or other adult, Top Driver recommends at least fifteen (15) days between In-Vehicle lessons. Unless designated otherwise on Top Driver “Signals”, all In-Vehicle training starts and ends at the Top Driver Classroom location.
4. If a student has a “B-Restriction” on their Instruction Permit then the student is required to wear their glasses or contacts during In-Vehicle lessons. Students are required to wear closed-toe shoes during driving lessons for safety reasons (no flip flops or “Ugg-type” boots are to be worn).
5. A student may be driving in the vehicle with the instructor by him/herself or there may be up to two other students in the vehicle. Please allow time for the student to be dropped off after the scheduled end of training (up to 15 minutes) to allow for the pickup and drop-off of other students.

PAYMENT Payment in full is required to enroll. Top Driver accepts all major credit cards. Top Driver will not refund any fee, tuition, charge, or any part thereof should we be willing and able to fulfill our part of the agreement. Any class changes requested by a customer such as, *but not limited to*, transfers, changing start date and changing class time after the first day of the class session are subject to a \$200 non-refundable fee. Top Driver reserves the right to change fees at any time without prior notice.

PARENT SIGNATURE: _____ **DATE:** _____