



www.ATREASURECOASTDRIVINGSCHOOL.com

5577 S.E. FEDERAL HIGHWAY ~ STUART, FL. 34997

Stuart 772-220-0510 (main office) ~ Jupiter/West Palm 561-748-4646 ~ PSL 772-220-0510 ~

Fort Pierce 772-465-8787 ~ Vero Beach/ Sebastian 772-299-0510

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Driver Training Agreement

Agreement, made at Stuart, FL on this day of May 22, 2008, by and between The School Board of Martin County, of Stuart, FL, hereinafter called the school district, and A Treasure Coast Driving School, Inc., from Stuart, FL, hereinafter called the driving school.

WITNESSETH

That the parties, in consideration of the mutual covenants herein contained and intended to be legally bound hereby agree as follows:

1. For the school years of 2008-2011 and beginning in August 2008 and ending in June 2011 with options to renew for (2) years till June 2013, the driving school shall provide to the school district for no more than 120 students combined per high school per 9 weeks thereof practice of driving instruction in dual controlled automobiles provided by the driving school. The students shall be in the automobile in groups of no more than 3 at a time and no less than 2 at a time to receive "on road" instruction. If less than 9 students are enrolled at any give High School then the driving school will not provide instruction at that High School for that semester.
2. Such driver training formats shall be in accordance with the regulations of the Florida Department of Motor Vehicles commercial driving school regulations.
3. The driving school shall be an independent contractor and not an agent, servant, or an employee of the school district.
4. The school district will pay the driving school a sum of negotiable upon the number of students entered each semester at each high school as follows...

0-8	STUDENTS =	No instruction given
9	STUDENTS @	\$479 per student each 9 weeks
10-14	STUDENTS @	\$439 per student each 9 weeks
15-19	STUDENTS @	\$419 per student each 9 weeks
20-30	STUDENTS @	\$409 per student each 9 weeks
31-40	STUDENTS @	\$399 per student each 9 weeks

Payment for services will be payable in one amount due after the fourth day of each 9 week class session. A Treasure Coast Driving School will invoice the

12.00
4.67



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Martin County School District based upon the number of students after 4 days from the beginning of each 9 weeks. Students CANNOT be added after the 4th

day of any given 9 weeks. Payment will be for a driver's education program consisting of six hours of behind the wheel/observation training. The training will consist of but not be limited to actual on-road behind wheel performance, observations of other driver's on road performances, skill analysis, and parking lot drills.

5. The driving school shall submit to the school board at the end of this program a list of students who shall be receiving an insurance discount certificate for completion of this program.
6. It is also agreed that the students themselves will be responsible for attending all group on road behind wheel training/observation trainings and skill analysis segments of this course. Failure to attend these trainings and or segments will result in loss of that individual student's actual behind the wheel/observation time. The driving school will compel the students to complete the entire driver's education program, but a student may terminate the program at any time with the complete understanding that there shall be no refunds on the part of the driving school or the school district.
7. The driving school will complete the "on road" portion of the course along with the classroom segments before mentioned dates of each 9 weeks according to the calendar set forth by the Martin County School Board. The students will sign up for (3) 2 hour "blocks" of driving/observation time.
8. The driving school agrees to cooperate fully with the school district and supply the school district with any information, which may be requested by the district concerning instruction given to pupils of the school district.
9. Instructors of A Treasure Coast Driving School shall be granted the same privileges and use all facilities as a regular instructor/employee of the school district. In regards to hiring of these driving school instructors the Martin County School Board's appropriately certified current employees will be

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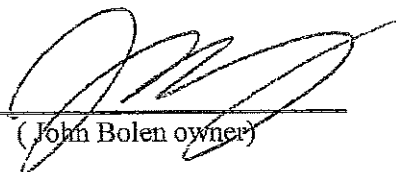
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employed first by A Treasure Coast Driving School, Inc. as on road pay rate determined by the driving school and the instructor.

10. In the event of a malfunction of the driving school-training vehicle, the driving school will have a second operational vehicle available before the start of the next 2 days "block" of student drivers.
11. This agreement represents the entire agreement between the school district and the driving school and there shall be no modifications or changes here unto unless expressed in writing and signed by both parties.
12. This agreement shall be binding on the parties hereof, to their respective heirs, executors, and administrators for a period of (3) three years, with annual adjustments for deescalating or escalating per fuel price index, with options to renew annually for a period of up to (2) two additional years

ATTESTED:

5/22/08 Date A Treasure Coast Driving School, Inc.


(John Bolen owner)

Date (Participating school district) (Participating school district representative)

A TREASURE COAST DRIVING SCHOOL, INC.

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