



# The CMV Tutor LLC - CDL Program Training Contract

Students Name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Class Session: \_\_\_\_\_

Students Address: \_\_\_\_\_ Contract # \_\_\_\_\_

Circle package purchased: **COMPLETE PACKAGE "A" / "B"** **CLASSROOM ONLY** **BTWONLY- 40HRS- 4HRS** **HAZMAT**

Thank you for choosing **The CMV Tutor LLC** for your CDL Driver's Education training. Our classroom course will meet and exceed all FMCSA, State of Minnesota, Wisconsin and Federal requirements needed to test for a CDL license and begin the BTW, behind-the-wheel training

**ALL of our lessons are on a one-on-one basis, and it is of utmost importance that the signed student attends these sessions/ lessons.** program. Successful completion of this program in its entirety will meet all requirements necessary to test for a Class "A" License when eligible.

**Hazardous Materials Training/Online/ Classroom Booklet \*Included In Package**

**Complete Driving Package (Manual "A") \$4500 - Special pricing on condition of using the employers equipment for testing.** The CMV Tutor LLC agrees to provide the needed proficiency training to meet the requirements of the FMCSA/ ELDT education and theory instruction and necessary hours of behind-the-wheel training to pass the state testing requirements. Additional hours to meet the proficiency criteria will be added by the instructor. Each student is required to have a DOT physical and drug test that can be added with the tuition fee TCT will schedule these. The student is responsible for obtaining their CPL (Commercial Learners Permit), no lessons past the classroom portion can proceed without their CLP.

**Complete Driving Package (Class "B") \$3250 - Special pricing on condition of using the employers equipment for testing.** The CMV Tutor LLC agrees to provide the needed proficiency training to meet the requirements of the FMCSA/ ELDT education and theory instruction and the necessary hours of behind-the-wheel training to pass the state testing requirements. Additional hours to meet the proficiency criteria will be added by the instructor. Each student is required to have a DOT physical and drug test that can be added with the tuition fee TCT will schedule these. The student is responsible for obtaining their CPL (Commercial Learners Permit), no lessons past the classroom portion can proceed without their CLP.

**Classroom Only-Live or Zoom \$695 – Student will attend either a live classroom setting or Zoom depending on scheduling.** These classroom sessions will include all of the curriculum included on the **Complete Driving Package**. If the student decides at a later date to include the driving portion of the package the fee will be prorated to subtract the fee the student has paid for the classroom portion. If more than one month has lapsed, student may be required to repeat the classroom portion at no additional charge.

**Behind-the-Wheel (Manual) \$135 per Hour/ 3 Hour Minimum – The Complete Package includes the necessary hours of driving lessons (2+ hours each) night driving is included in this package.** Students must have their class "D" and CLP to take driving lessons and provide it to the instructor when requested. The first driving lessons will be taken during and following the end of the online curriculum sessions. These lessons will be scheduled by the student after the curriculum session ends via email or phone. Driving lessons are 1-on-1 with the instructor. Outdoor lab sessions are done 1-on-1 and in group sessions with an instructor(s). In order to attain the certification, all of these sessions are **REQUIRED**, if the student does not attend for whatever reason said student must make arrangements to "make-up" missed sessions. These make-up sessions are not the responsibility of the instructor nor TCT, if these hours are not completed the student will not receive certification for the program. Students may opt for a BTW Session only, these lessons are 1-on-1 with an instructor and are recommended for the CDL holder in need of practice or to qualify for a company road-test. This is not meant for those trying to qualify for a new CDL or the first time CDL driver, this is waived if only BTW is required for ELDT qualification. These BTW Sessions prices are determined by the hours needed at \$135/ hour with a 3-hour minimum.

**Scheduling Driving Lessons - All driving lessons should be scheduled online once the curriculum has been completed.** Driving lessons can be scheduled for any days there are openings via the phone or email. TCT reserves the right to cut a driving lesson short for any of the following reasons: safety, inattention, intoxication, fatigue, not following instructions and



# The CMV Tutor LLC - CDL Program Training Contract

irresponsible behavior. If a cancellation occurs for any of these conditions, the lesson will be coded as "make-up required" and the student will be charged for the make-up lesson (\$125 - see Missed Lesson Fee below). Please note\*\* That if the student is found to be consistently unruly, by not following instructions or operating the vehicle in an unsafe manner the student can be dismissed/ expelled from the program losing and refunds due to them at that time. Not following

**direction will not be tolerated,** By Week 8 or 9, the student's skill level should be good enough to make a valid attempt at "our" final road test.

If skills are far below standard the student will continue to Week 10 to be tested again. If the instructor feels the student is ready at this time the student may graduate the program and be scheduled for their Minnesota, Wisconsin DMV CDL RoadTest and Pre-Trip Inspection. If the student passes the Pre-Trip portion of the Road-Test but not the Road portion, TCT may assist the student in "re-scheduling" another test. TCT does NOT guarantee the passing of the Pre-Trip or Backing/Road portion of the Minnesota, Wisconsin DMV Testing Phase, this is up to the student and their ability to complete the training program. Poor driving habits are what normally leads to failure in the testing. Students will accept the final judgement of the Examiners and not argue, curse or name call the examiners. Breaking this can and will lead to expulsion from the TCT Program without a refund. This will not be tolerated.

**Missed Driving Lesson Fee** – The cost of a late cancellation or "no-show" is \$100. This fee is in addition to the package price. Cancellations must be made via student account and more than 48 hours before the scheduled appointment to avoid a cancellation fee. A \$100 fee will be assessed to your account under the following circumstance:

- If less than 48-hour notice of cancellation or if any of the reasons above are observed by instructor.
- If student does not possess required documents when the instructor arrives for the scheduled lesson.
- If the student is not available for the driving lesson at the scheduled appointment time. (The instructor will wait for 15 minutes). Instructors will not call students that are late as the student is responsible for arriving on time.

**Additional Services:** Extra Driving Lessons are available. See our website for more information on cost. Extra lessons fall under the same contractual agreement and fees will be assessed if a lesson is missed.

**Contract Terms:** TCT is providing a 12-month duration of training beginning the month the classroom session starts. If all classroom and driving lessons are not completed within the 12-month term, your contract with TCT will be closed with no refund for the unused training. At the discretion of TCT, we may allow a 2-month extension for a reinstatement fee. Please see above highlighted areas for other actions that may disqualify a student.

- \$500 extension fee if no web portal driving lessons have been completed during your 12-month contract.
- \$250 extension fee if the student has completed one or more of their driving lessons within the 12-month contract.

This fee cannot be waived for any circumstances and all training within the 2-month extension falls under this contract. TCT reserves the right to cancel any contract before expiration without reason and will issue an appropriate refund based off current status of contract.

**Refund Policy - Classroom:** If requested, TCT will refund payments made, minus expenses TCT has already paid out (drug screens, DOT physicals, books) if the request is made prior to 1-week before the curriculum session begins. If a refund is requested within 1-weeks or after the class has already begun, a cancellation fee will be charged (\$500 minimum plus TCT expenses for the student). This is due to the limited seating and cost of supplies that will be used or ordered for the student for classroom.

**Refunds Policy - Behind-the-Wheel:** If a student enrolls in our complete package and later requests a refund for the behind-the-wheel portion of our program they are subjected to a 25% cancellation fee of the amount being refunded. This fee covers the cost of necessary account changes, state, Federal reporting and letter of classroom completion. Student's current contract status will affect refund amount. Non-Complete Package BTW refunds will be evaluated on an individual basis.

**Equipment and Loaned Property of the Institute:** If a student willfully damages TCT property by abuse and or neglect through actions the student has been instructed that were incorrect. That

**Follow the guidance of your instructor.** student can be charged for the repair of said items.



# The CMV Tutor LLC - CDL Program Training Contract

**Conduct During Training and Testing:** The student will be expected to be on their best behavior to better the learning environment for their fellow students and instructors. You are a student learning a potentially hazardous career in the commercial trucking industry. There are aspects of this training that can cause severe injury if instructions are not followed carefully. Confrontations with fellow students, instructors or DMV Examiners will not be tolerated. This can lead to expulsion from the program and forfeit of tuition. If the student is found in violation of this section, the student will be placed on "inactive" status until the situation is reviewed by the owner and a panel of instructors.

**RELEASE AND HOLD HARMLESS AGREEMENT:** I acknowledge that participating in driving school activities involves known and unanticipated risks. I understand that such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity. I expressly accept and assume all of the risks inherent in this activity. My participation in this activity is purely voluntary. By signing this contract, I agree that if I am injured or hurt or their property is damaged during participation in this activity, I have waived my right to maintain a lawsuit against The CMV Tutor and its agents on the basis of any claim of negligence. I also hold harmless the instructor(s) in this agreement. While the instructor(s) will do their best to instruct me in the safe operation of CMV's, my actions are my own and I hold no one else accountable for myself or property.

**By signing this contract, I agree to the above Terms & Conditions**

**This constitutes the entire agreement between the school and the customer or student, and no verbal statement or promises will be recognized.**

Signature of Student/Payer \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Amount Paid At Time of Signing \$ \_\_\_\_\_ Balance Forward \$ \_\_\_\_\_

TCT Representative \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_