

RASANSKY LAW FIRM RESPECT RESOURCES RESULTS

Safe Driving Contract and Agreement

This Safe Driving Contract and Agreement ("Driving Agreement") is effective upon execution by all parties hereto (the "Effective Date") and is entered into by and between; ______ (hereinafter "You"), ______ (hereinafter "Mom") and ______ (hereinafter "Dad") ("Parents", "We", "Our", and/or "Us"), collectively referred to as the "Parties" or singly as a "Party."

Recitals

WHEREAS, Mom and Dad have allowed You the privilege of obtaining your drivers' license;

WHEREAS, You have earned the right to drive and the respect of Mom and Dad;

WHEREAS, the Parties desire to enter into this Agreement and set forth the conditions under which You may maintain certain driving privileges;

WHEREFORE, the Parties to this Agreement have fully discussed the responsibility associated with driving and the assumption of all risks to the health and life related with driving;

WHEREFORE, We recognize and understand our responsibilities in maintaining a relationship characterized by the mutual respect of two-way communications that are essential to your growth and learning process;

NOW, THEREFORE, and in consideration of these premises; the mutual promises, and agreements herein contained; and for other good and valuable consideration the receipt of which is hereby acknowledged, You hereby agrees to the following:

Agreement

- 1. To obey ALL traffic laws and regulations.
- 2. To drive defensively and at a safe speed depending upon the driving conditions.
- 3. Not to engage in any racing.
- 4. To always wear a seat belt as a driver and passenger (regardless whether sitting in the front or back seat);
- 5. To insist that all passengers wear their seatbelts;
- 6. Not to drive after consuming alcohol or other illicit substances;
- 7. Not to permit a passenger in the car to consume any illegal or unauthorized substance.
- 8. Not to ride in a car in which anyone has consumer or posses an illegal or unauthorized substance, including alcohol.
- 9. Not to participate in any situation that involves reckless driving.
- 10. To call Us (regardless of time of day or night) if You find yourself in any situation or one that involves reckless driving, and You find that not participating will leave You without transportation.
- 11. Not to drive another person's vehicle, nor permit anyone to drive your car, except for a genuine emergency, such as illness or injury.
- 12. To keep Us advised of your intended route, anticipated time of return, and any deviations or delays greater than 15 minutes.
- 13. To keep your cell phone on at all times in case we need to reach You.
- 14. Not to talk on your cell your cell phone while driving your car.
- 15. Not to text or look at your cell phone while driving your car (even while at a stop light).

- 16. Not to operate your navigation system while driving your car (even at a stop light). You must priogram you JDSUPRA route before starting on your trip. http://www.jdsupra.com/post/documentViewer.aspx?fid=f47c7566-a5a3-44c4-81f6-e931f4ff32c1
- 17. To report all fender-benders and accidents to Us and take down all accident report information, including drivers' license information, license plate information, witnesses' names, police officers' names, etc.
- 18. To maintain at least _ tank of gas in your car at all times.
- 19. To be willing to respond to our reasonable requests to run errands when requested.
- 20. To advise Us of any problems or mechanical issues with the car;
- 21. To make sure that the tires are properly inflated at all times;
- 22. To keep the interior clean, uncluttered, and free of trash, books, etc.
- 23. To keep the exterior clean and washed.
- 24. To maintain grades of at least _____% or better in all of your school subjects at all times.
- 25. To pay for all of your own tickets for any moving violations, including speeding, running a red light, stop signs, etc.
- 26. To pay any fees associated with the loss of your drivers' license.
- 27. To obey all curfews set by us and set by local ordinance.
- 28. To obey all state mandated laws with respect to the number of passengers You can drive in your car.
- 29. To use the car only when mutually agreed upon.
- 30. To only drive other passengers with our approval, providing names us with names when asked.
- 31. To always understand that the use of your car is a privilege and should never be taken for granted.
- 32. To always understand that your car can be searched by Us at any time.

Non-compliance with the driving privilege conditions as set forth herein may result in suspension of driving privileges for the lengths of time as listed below. Responsibility for errand assistance may continue, at parents discretion, during driving privilege suspension.

- 1. *Traffic violations:* one to two weeks, depending on violation
- 2. Unsafe or reckless driving: three to six weeks
- 3. Alcohol or drug related situations: six months (or longer)
- 4. Driving another person's vehicle or allowing another to drive your vehicle: two days to four weeks
- 5. Does not notify parents of delays of more than 30 minutes: two weeks
- 6. Does not notify parents of change in route/destination: one weekend per
- 7. Does not notify parents of accidents: four to six weeks
- 8. out of gas: one day for first occurrence, two days for second, etc.
- 9. Exhibits uncooperative attitude toward errand responsibilities: one weekend
- 10. Does not notify parents of mechanical malfunction: one weekend
- 11. Does not maintain _____% or better in every subject: three weeks

12. *Takes the car without permission or does not notify parent of intent to use car:* one to six months We may impose more lenient remedies at their discretion, based on the conditions surrounding the situation.

The undersigned have executed this Agreement as of _____day of _____20__.

Parents:

Son/Daughter:

occurrence