



Office of Driver Program Regulation
 Commissioner Regulations Part 76.8, Records and Contracts--Highlights Regarding
- RECEIPTS & CONTRACTS -

Receipt (Section 76.8 (a)(3) and (d))

A receipt is to be **issued each time money is paid.**

Receipts must show:

- | | | |
|--------------------------------|---------------------------|---|
| ◆ name & address of the school | ◆ amount paid | ◆ duration of each lesson |
| ◆ receipt number | ◆ service rendered | ◆ signature of an authorized representative of the school |
| ◆ date of payment | ◆ contract number, if any | |

The name and address of the school, and the receipt number, must be preprinted. The original receipt is given to the student; the duplicate is retained by the school in numeric order. Each contract or, if no contract is used, each receipt issued to a student, must include the following statement concerning refunds:

(1) Except for contracts executed by schools licensed by the NYS Education Department and subject to the refund provisions of regulations promulgated by that Department, prepayment for lessons and other services shall be subject to refund as follows: if the student, having given prior notice of at least 24 hours, withdraws from or discontinues a prepaid course of instruction or series of lessons before completion thereof, or from any other service for which prepayment has been made, or if the school is unable or unwilling to complete such prepaid course of instruction, or series of lessons, or to provide such other prepaid service, all payments made by the student to the school shall be refunded except:

- (i) an amount equal to the enrollment fee, if any, specified in the contract or expressly receipted for, not to exceed the sum of \$10 or 10 percent of the total, whichever is greater, or the specified cost of such course of instruction or series of lessons, and
- (ii) the school's per-lesson tuition charge for each lesson already taken by the student which charge shall be determined by dividing the total cost of such course of instruction or series of lessons by the number of lessons included therein.

Full Name & Address of School

*Name of Owner of the School must be printed, if the School is **not** INC.*

Date: _____ Receipt No. _____
(must be **PREPRINTED** in sequence)

Contract No. _____

Received From _____

The Sum of \$ _____ for the following service:

Road Lessons - Indicate number of minutes per lesson. _____

Road Test

Pre-Licensing Classroom Training (MV-278)

Other _____

Except for contracts executed by schools licensed by the NYS Education Department and subject to the refund provisions of regulations promulgated by that Department, prepayment for lessons and other services shall be subject to refund as follows:

*if the student, having given prior **notice of at least 24 hours**, withdraws from or discontinues a prepaid course of instruction or series of lessons before completion thereof, or from any other service for which prepayment has been made, or if the school is unable or unwilling to complete such prepaid course of instruction, or series of lessons, or to provide such other prepaid service, all payments made by the student to the school shall be refunded except:*

- (i) an amount equal to the enrollment fee, if any, specified in the contract or expressly receipted for, not to exceed the sum of \$10 or 10 percent of the total, whichever is greater, or the specified cost of such course of instruction or series of lessons and*
- (ii) the school's per-lesson tuition charge for each lesson already taken by the student which charge shall be determined by dividing the total cost of such course of instruction or series of lessons by the number of lessons included therein.*

_____ (Name of School) _____ (Authorized Signature)

Contract Section 76.8(b), (c) & (d)

A driving school may **contract in writing to provide lessons and other services** to a student, but must use a contract form approved by the commissioner for such purpose.

The **contract must be numbered and issued in consecutive numerical order**; a duplicate must be maintained on file in numerical order; the **number of the contract must be entered on the student record card**.

Each contract **must contain**:

- ◆ complete **name & address of the school** (if the school is a corporation or an assumed name, the name of the proprietor or principal officer must be preprinted);
- ◆ **contract number**;
- ◆ **statement specifying the number and duration of classroom and behind-the-wheel lessons** to be given;
- ◆ other than the prelicense course, **space may be provided for services which may vary on each individual contract**;
- ◆ If the school offers a **pre-license course**, the contract must state: **“Contract price does not include the fee for the five-hour pre-licensing course.”**;
- ◆ **Each contract or, if no contract is used, each receipt issued to a student, must include the following statement concerning refunds: Except for contracts executed by schools licensed by the NYS Education Department and subject to the refund provisions of regulations promulgated by the Department, prepayment for lessons and other services shall be subject to refund as follows:**
if the student, having given prior notice of at least 24 hours, withdraws from or discontinues a prepaid course of instruction or series of lessons before completion thereof, or from any other service for which prepayment has been made, or if the school is unable or unwilling to complete such prepaid course of instruction, or series of lessons, or to provide such other prepaid service, all payments made by the student to the school shall be refunded except:
(i) an amount equal to the enrollment fee, if any, specified in the contract or expressly receipted for, not to exceed the sum of \$10 or 10 percent of the total, whichever is greater, or the specified cost of such course of instruction or series of lessons and
(ii) the school’s per-lesson tuition charge for each lesson already taken by the student which charge shall be determined by dividing the total cost of such course of instruction or series of lessons by the number of lessons included therein.
- ◆ provision for the **use of a vehicle**, or vehicles, for the student’s **road test**;
- ◆ a statement of the terms or alternative **terms for payment of the tuition fee** and for payment of **any enrollment or registration fee**;
- ◆ spaces for the **name and address of the student**, and the **date of the contract**; and spaces for the **signature of the student** and the **driving school licensee or representative**;
- ◆ the following **statement**:
“This agreement constitutes the contract between the school and the student. No verbal statements or promises will be recognized.”

Full Name & Address of School Name of Proprietor or Principal Officer	Date: _____ Contract No. _____ <small>(must be PREPRINTED in sequence)</small>
Contract entered into by the school and _____, who resides at _____, for services rendered as follows: _____ Behind-the-wheel lessons at _____ minutes each. (Contract must include the number of lessons and duration of time per each lesson.) The school agrees to furnish a car for instruction at no additional cost. A car for Road Test with a licensed driver is at the option of the student. The fee is \$ _____. Other Services: _____ The Total Contract Fee is \$ _____ and must be paid as follows: _____ This agreement constitutes the contract between the school and the student. No verbal statement or promise will be recognized. Contract price does not include the fee for the five-hour pre-licensing course. (This statement must be included on the receipt only if your school offers the pre-license course.) Except for contracts executed by schools licensed by the NYS Education Department and subject to the refund provisions of regulations promulgated by that Department, prepayment for lessons and other services shall be subject to refund as follows: if the student, having given prior notice of at least 24 hours , withdraws from or discontinues a prepaid course of instruction or series of lessons before completion thereof, or from any other service for which prepayment has been made, or if the school is unable or unwilling to complete such prepaid course of instruction, or series of lessons, or to provide such other prepaid service, all payments made by the student to the school shall be refunded except: (i) an amount equal to the enrollment fee, if any, specified in the contract or expressly receipted for, not to exceed the sum of \$10 or 10 percent of the total, whichever is greater, or the specified cost of such course of instruction or series of lessons and (ii) the school’s per-lesson tuition charge for each lesson already taken by the student which charge shall be determined by dividing the total cost of such course of instruction or series of lessons by the number of lessons included therein.	
Signature of Student: ▶ _____	Date: _____
Signature of School Representative: ▶ _____	Date: _____