**Section 1060.80 Driver Training School Contracts**

a) All written contracts or agreements between any driver training school and any individual or group for the sale, purchase, barter or exchange of any driving instruction or any classroom instruction, or the preparation of an applicant for examination given by the Department for a driver's license, must contain the following:

1) A statement indicating the agreed contract price per hour or lesson, and the terms of payment;

2) A statement that the agreement constitutes the entire contract between the school and the student, and no verbal assurances or promises not contained in the agreement shall bind the school or the student;

3) A statement concerning whether any additional charge is made for the use of the school vehicle in taking a driving test to obtain a driver's license;

4) A statement indicating whether behind-the-wheel instruction is to be in private or on a group basis or both;

5) A statement indicating the specific date and time when instruction is to begin, the hours of instruction and the location of the classroom;

6) The name and address of the school and the student or entity, and the number and type of all licenses or permits to operate a motor vehicle held by the student;

7) A statement indicating that all disputes under this Section shall be directed to the Secretary of State's Office; and

8) A statement requiring all students attending a full CDL accredited or teenage accredited program to complete the entire course within 9 months from the date of the first classroom lesson.

b) If a contract or agreement between a driver training school and an individual for the sale, purchase, or charge for any driving instruction, or the preparation of an applicant for examination given by the Department for a driver's license, is not in writing, the driver training school shall file with the Department a written statement under oath indicating that all of its oral contracts and agreements have complied, and will comply, with the foregoing requirements. The statement shall be filed when an application is made for a license to operate a driver training school. A new statement shall also be filed when the school requests the renewal of its license.

c) The term "no refund" and a no refund policy concerning student payments is not permitted in any driver training school contract. A driver training school may use the phrase: "The school will not refund any tuition or part of tuition if the school is capable and willing to perform its part of the contract."

d) No driver training school shall include any statement in any of its contracts or advertising to the effect that an Illinois driver's license is guaranteed or that free lessons will be given any student who fails to pass a driver's license test, except the following statements are permissible:

1) "No additional charge will be made for instruction given to students of this school who fail to pass the driver's license test."

2) "Students who fail to pass the test will be given further instruction at no additional charge."

e) No driver training school may sell, transfer, assign, exchange, trade or otherwise dispose of any contract or part of a contract, agreement or obligation between any driver training school and any student, unless the driver training school has obtained the written consent of the student.

f) If any driver training school fails to comply with the provisions of a contract or agreement by or between the driver training school or any of its students, the driver training school shall refund all monies deposited by the student as consideration for performance of the contract or agreement by the school, unless the student violates the provisions of the contract or agreement. No school is required to issue a refund to a student who has successfully completed the school's course and for whom a certificate of completion has been issued.

(Source: Amended at 38 Ill. Reg. 12566, effective July 1, 2014)