**Section 1065.50 Enhanced Skills Driving School Contracts**

a) All contracts or agreements between any ESDS and any individual or group for the sale, purchase, barter or exchange of any driving instruction or any classroom instruction must be in writing and shall 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 indicating the specific date and time when instruction is to begin, the hours of instruction and the location of the instruction;

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

5) A statement indicating that the student has the right to file a complaint with the Secretary of State so that the Secretary may investigate and take appropriate action against the ESDS and/or instructor.

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

c) If any ESDS fails to comply with a material provision of a contract or agreement by or between the ESDS or any of its students, the ESDS shall refund all monies for any unperformed portion of the contract or agreement deposited by the student as consideration for performance of the contract or agreement by the school, unless the student violates a material provision of the contract or agreement.