

**DRIVING CONTRACT
BETWEEN PARENT AND CHILD^{©*}**

Whereas, Parent is the owner of a _____ (model of vehicle);

Whereas, Driver is the child of Parent and wants the privilege of driving said vehicle;

Whereas, Driver is an unemancipated minor and a dependent of Parent;

Now Therefore Be It Resolved that Parent and Driver hereby agree to the following:

Section 1.: Obligation of Parent

(a) Parent is the titled owner of the vehicle and agrees to provide the following (Parent initial the following that you accept):

1. _____Parent will pay for any outstanding loans on vehicle
2. _____Parent will pay the insurance premiums for said vehicle
3. _____Parent will pay for any major repair on vehicle over \$_____ that is not the result of an accident that is the fault of Driver, or any repair that is not a result of the carelessness or neglect of Driver.
4. _____Parent will pay or reimburse Driver for fuel for said vehicle not to exceed \$_____/week.
5. _____Parent will pay for all taxes related to ownership of vehicle.
6. _____Parent will _____

Section 2.: Obligation of Driver (Driver initial the following that you accept):

(a) Maintenance of Vehicle

1. _____Driver agrees to insure the vehicle is maintained in good driving condition including regular oil changes, proper tire inflation; and scheduled maintenance.
2. _____Driver agrees to be capable of changing a tire or charging a battery on vehicle and to always keep a spare tire and jumper cables in vehicle.
3. _____Driver agrees to keep adequate amount of fuel in vehicle and not to run out of fuel while driving the vehicle.
4. _____Driver agrees to keep inside of vehicle clean and to wash outside of vehicle as needed.

(b) Rules of the Road

1. _____ Driver agrees to obey all traffic laws of this state while driving vehicle.
2. _____ Driver agrees to pay any fines for violating the traffic laws of this state.
3. _____ Driver agrees to wear a seatbelt at all times while in the vehicle, and to make certain all passengers are wearing seatbelts.
4. _____ Driver agrees to not have more than one unrelated passenger in the vehicle for the first six months after obtaining a driving permit.
5. _____ Driver agrees to not have more than two unrelated passengers in the vehicle during the second six months after obtaining a driving permit.
6. _____ Driver agrees to not have more than three unrelated passengers in the vehicle until driver's eighteenth birthday.
7. _____ Driver agrees to not drive vehicle without Parent in the vehicle after midnight and before 6:00 a.m. until driver's eighteenth birthday.
8. _____ Driver agrees to not drive more than _____ miles from radius of school or home without first obtaining permission from Parent.
9. _____ Driver agrees to not exceed the speed limit of any surface street or two lane highway more than 5 miles over the posted limit; and to not exceed the speed limit of any four lane highway or interstate highway more than 8 miles over the posted limit. (Exceeding the speed limit by more than 24 miles per hour is an automatic loss of license.)
10. _____ If Driver has an accident with an unattended vehicle, Driver agrees to call Parent and to attempt to locate the driver of the other vehicle. If Driver cannot locate the driver of the other vehicle, Driver will leave name, address, and phone number of Driver on the windshield of the other vehicle.
11. _____ Driver agrees to not operate any portable electronic device, i.e., cell phone, iPod, etc. while driving vehicle. GPS destination should be entered before placing the vehicle in gear.
12. _____ Driver understands that when in a parked car, Driver is exposed to his/her surroundings and agrees to be extremely careful when sitting in a parked car.
13. _____ Driver agrees to transport younger siblings at the request of parent.

(c) Automatic Loss of Driving Privileges

A breach of any the following provisions will result in an immediate revocation of all driving privileges of Driver:

1. _____Driver agrees to not possess any alcohol or drugs or drug paraphernalia in vehicle.
2. _____Driver agrees to not consume any alcohol or drugs prior to driving vehicle.
3. _____Driver agrees to not allow anyone in vehicle who has alcohol or drugs or drug paraphernalia on their person.
4. _____Driver agrees to immediately stop vehicle and to not leave the scene if Driver is in an accident, and to call Parent and 911 to report the accident.
5. _____Driver agrees to not race any other driver under any circumstances.
6. _____Driver agrees to be cognizant of any stopped school buses, and to not pass a school bus while the bus is stopped and the STOP sign exposed.
7. _____Driver agrees_____

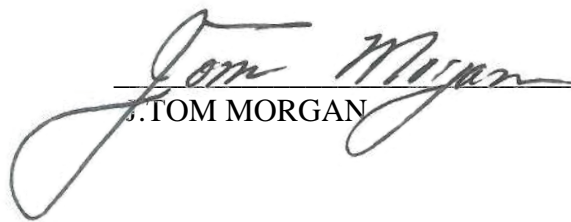
Contract entered into this _____ day of _____, 20_____.

DRIVER

PARENT

As the author of *Ignorance Is No Defense: A Teenager's Guide to Georgia Law*, I am often asked if there is a contract that parents can use to grant driving privileges to their newly licensed teenage driver. I could not find such an agreement, so with the help of others, I am proposing this agreement for parents and children who drive their parent's vehicles. Please know that we are not offering an opinion whether this agreement is an enforceable contract under the laws of any given state; or whether this agreement creates or diminishes the potential civil liability of a driver or parent. This agreement is provided so that parents and their children may have a structured knowledge as to the expectations of both parties as it relates to driving privileges of a parent's vehicle.

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