**NORTH DAKOTA PARENT-TEEN DRIVING AGREEMENT**

***Driving is the leading cause of death and injury for those under age 24. Parent-teen driving agreements are a proven way to reduce crash risk***. Complete and sign this Agreement when the teen obtains a learner's permit, and review and resign when the teen obtains a license.

***CAUTIONS FOR PARENTS AND SUPERVISING ADULTS***

* State laws allow teens to obtain a learner's permit, but parents and guardians may prohibit those under 18 years old from starting to drive. ***Review the safety risks stated below and use your judgment.***
* You are a ***role model for your teen driver***, and need to teach safe driving habits by being a responsible, defensive driver at all times.

***SAFETY RISKS OF TEEN DRIVING***

* Driving is especially dangerous for teens because ***the human brain does not fully develop*** its ability to assess risk and danger ***until we reach age 22 to 25; no amount of driver training can overcome this risk***.
* A teen driver violating state laws can cause ***injury or death to people and damage to property, which can result in criminal and civil penalties and financial liability for parents or guardians***.
* Driver education is essential, but passing a course and obtaining a license only means that a teen is a beginner at a dangerous task; ***it does not mean that the teen is a safe driver***.
* Speeding, reckless driving, alcohol or drug use, not using seat belts, distracting electronic devices, teen passengers, and fatigue ***risk the life of the driver, passengers, other drivers, passengers in other vehicles, and pedestrians***.

***TEEN DRIVER AGREEMENTS***

**1. Time Period**: This Agreement will remain in effect until *(recommended: one year from initial license, or 18th birthday, whichever is later) \_\_\_\_\_\_\_\_\_\_\_\_\_*.

**2. Parents/Supervising Adults**: My driving will be supervised by a parent or supervising adult who will decide, day-by-day, whether it is safe for me to drive.

**3. Driving Plan**: I will get permission from one of my supervising adults every time I drive, and we will agree on my destination, route, time of departure and return, and passengers. Joyriding (driving with no destination or purpose) is not allowed.

**4. Seat Belts**: I will wear my seat belt and I will make sure that every passenger in my car, of any age, wears one.

**5. Speeding and Rules of the Road**: I will obey speed limits, stop signs, traffic signals, and the rules of the road. I will drive at a reasonable speed and will reduce my speed when road conditions require (*e.g.*, weather, darkness, sharp turns, hills, visibility, congestion, unfamiliar roads).

**6. Cellphones and Electronic Devices**: Unless my vehicle is in Park, I will not use any electronic device, whether in hand-held, hands-free, or voice-activated mode, for any purpose not related to the safe operation of the vehicle. Specifically, I will not use an electronic device to send or read a text message; send or view a photo or video; send or view on social media; or make a phone call or communicate with a person outside the vehicle.

**7. Curfews**: I will not drive between the hours of (*fill in state curfew, or stricter hours*) \_\_\_\_\_\_\_\_\_\_\_\_\_, except for (*fill in state law exceptions – school, job, medical, religious*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If I need to rely on an exception, I will get written permission and carry it in my vehicle.

**8. Passengers** *(must be consistent with state law; may be stricter; recommend three stages)*: For my first \_\_\_\_\_\_\_\_ months with a license, I will carry only an adult who is supervising my driving. When I have had my license for months, I will carry only a supervising driver and immediate family. I will not transport anyone else until I have had my license for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**9. Alcohol or Drug Use, Fatigue**: I will never drive under the influence of alcohol, or illegal or impairing drugs, or when, due to insufficient rest, I may not be able to maintain the focus needed to drive safely.

**10. Violation Reporting; Suspension of Driving Privileges**: Violations of this Agreement or state laws may be reported to one of my supervising adults by law enforcement, neighbors, school personnel, or friends. ***IF I VIOLATE ANY OF THESE OBLIGATIONS, MY DRIVING PRIVILEGES WILL BE SUSPENDED FOR \_\_\_\_\_\_\_ DAYS***. This suspension will be in addition to any fine, penalty, or suspension under state law. If I drive while my privileges are suspended, they will be suspended indefinitely.

**11. Call for Safe Ride**: At any time and for any reason, I may call for a safe ride to avoid a dangerous situation. My reason for requesting the ride will not be a violation of this Agreement.

**12. Costs of Driving**: During this Agreement, my parents/supervising adults and I will divide costs of insurance, gas, and maintenance as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, see Vehicle Use & Operation Agreement.

**13. Monitoring Technology**: (*Specify any device that will be installed in the vehicle or used to track information about the teen's operation of the vehicle.*)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**14. Mediator** (*optional*): We appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to serve as mediator. If a dispute arises about this Agreement, we will ask our mediator for advice.

**15. Other Agreements**:

***BY SIGNING BELOW, WE COMMIT OURSELVES TO SAFETY.***

Teen Driver Date

Parent/Supervising Adult Date

Parent/Supervising Adult Date

*Keep one copy in a visible place at home, and one copy in the vehicle glove box.*

**PARENT/GUARDIAN – TEEN DRIVER VEHICLE USE AND OPERATION AGREEMENT**

We, hereby enter into an agreement covering the use and operation of any vehicle used by .

**YOU WILL BE REQUIRED TO PAY FOR THE FOLLOWING**: (Write in percent desired)

Cost of vehicle

Cost of fuel

Damage due to abuse

Under-age-25 insurance costs

Collision damage

Costs due to driving record

Vehicle registration

Maintenance costs

Full insurance coverage

Fines and penalties

Under-B-average insurance costs

# YOU WILL BE RESPONSIBLE FOR THE FOLLOWING:

Check fluids each fuel fill

Report unusual performance

Inspect and check tire pressure

Clear or clean all windows

Report when fuel is less than l/4 tank Do normal maintenance

Wash and wax vehicle

Have maintenance done

Keep interior clean

# YOUR USER PRIVILEGE WILL BE LINKED TO YOUR GRADES IN SCHOOL AND PERFORMANCE AT HOME:

Doing duties at home properly and on time

Showing proper respect for parents and others

Complying with family regulations

Attendance, conduct and effort at school

# WRITE IN THE MAXIMUM NUMBER OF MILES AND THE MAXIMUM NUMBER OF TIMES YOU MAY

**DRIVE PER WEEK**: (Related to grades) Grades:

A \_\_\_\_\_Miles per week \_\_\_\_\_Times per week B \_\_\_\_\_Miles per week \_\_\_\_\_Times per week C \_\_\_\_\_Miles per week \_\_\_\_\_Times per week D \_\_\_\_\_Miles per week \_\_\_\_\_Times per week

F \_\_\_\_\_Miles per week \_\_\_\_\_Times per week

# YOU WILL LOSE YOUR USER PRIVILEGE THESE NUMBER OF DAYS FOR EACH TRAFFIC OFFENSE OR PREVENTABLE CRASH:

|  |  |  |  |
| --- | --- | --- | --- |
| First offense | days | Preventable crash | days |
| Second offense | days | Moving violation | days |
| Third offense | days | Drugs or alcohol | days |

**YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING REGULATIONS**:

You will provide destination and time of return

Safety belt will be fastened at all times

Every passenger must wear a safety belt

No drugs or alcohol use

You may not lend the car or allow others to drive it

You will call if more than 30 minutes late

# YOU ARE LEGALLY RESPONSIBLE FOR YOUR ACTIONS AS A DRIVER.

**WE, AS VEHICLE OWNERS, ARE LEGALLY LIABLE FOR DAMAGES DONE BY YOU AS A DRIVER.**

Signed on the day of , 20

Parent Parent Son/Daughter