

# 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; 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              | ____ Vehicle registration            |
| ____ Cost of fuel                 | ____ Maintenance costs               |
| ____ Damage due to abuse          | ____ Full insurance coverage         |
| ____ Under-age-25 insurance costs | ____ Fines and penalties             |
| ____ Collision damage             | ____ Under-B-average insurance costs |
| ____ Costs due to driving record  |                                      |

**YOU WILL BE RESPONSIBLE FOR THE FOLLOWING:**

- |                                             |                                      |
|---------------------------------------------|--------------------------------------|
| ____ Check fluids each fuel fill            | ____ Inspect and check tire pressure |
| ____ Report unusual performance             | ____ Clear or clean all windows      |
| ____ Report when fuel is less than 1/4 tank | ____ Do normal maintenance           |
| ____ Wash and wax vehicle                   | ____ Keep interior clean             |
| ____ Have maintenance done                  |                                      |

**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 \_\_\_\_\_