

Contract for Driving Privileges and Memorandum of Understanding

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This Contract for Driving Privileges and Memorandum of Understanding ("Agreement") is by and between _____ ("Teen") and (check all that apply):

Teen's Father: _____ ("Parent")

Teen's Mother: _____ ("Parent")

Teen's Guardian: _____ ("Guardian").

This Agreement sets forth the material terms and conditions related to Teen's use and operation of motorized transportation of any kind and proscribes the use of alcohol and illegal drugs. Teen and Parent/Guardian hereby covenant, agree and acknowledge the following:

- Teen's Initials _____ 1. The Oklahoma Department of Public Safety reports that: On average, twenty-two (22) young people (ages 15-20) die each month in Oklahoma in alcohol/drug related traffic collisions or mishaps. Forty percent (40%) of all automobile collisions or mishaps involve alcohol and/or drugs. On average, 2,339 teenagers die in America each year due to alcohol/drug related automobile collisions or mishaps. On average, 17,448 people will die this year due to alcohol/drug related automobile collisions or mishaps.
- Teen's Initials _____ 2. Teen agrees not to use alcohol, illegal drugs, or to operate motorized transportation of any kind under the influence of alcohol or drugs. Teen further agrees to otherwise comply with Parent /Guardian's instructions regarding the use and/or operation of motorized transportation of any kind, including but not limited to those involving curfews, safety, and compliance with insurance laws of the State of Oklahoma.
- Teen's Initials _____ 3. Parent/Guardian loves Teen and is concerned about Teen's well being. Parent/Guardian's trust and confidence in Teen's maturity, judgment, and ability to accept responsibility will be severely impaired if Teen operates motorized transportation of any kind under the influence of drugs or alcohol.
- Teen's Initials _____ 4. A. Teen acknowledges that, pursuant to Oklahoma Statute Title 47, § 754, any arrested person under the age of twenty-one (21) who has any measurable quantity of alcohol in that person's blood or breath is subject to having his/her drivers license confiscated—regardless of whether the arrest involves the operation of motorized transportation of any kind.
- Teen's Initials _____ 5. Teen acknowledges that, pursuant to Oklahoma Statute Title 47, § 754, any arrested person under the age of twenty-one (21) who has any measurable quantity of alcohol in that person's blood or breath and who was operating or in actual physical control of motorized transportation of any kind under such influence is subject to having his driving privileges revoked by the Oklahoma Department of Public Safety.
- Teen's Initials _____ 6. Teen acknowledges that, pursuant to Oklahoma Statute Title 47, §§ 6-103A and 6-103.1A, the issuance of a drivers license by the State of Oklahoma to Teen prior to him or her obtaining the age of eighteen (18) is a privilege that Parent/Guardian can cause to be revoked by the submission of an objection form prescribed by the Department of Public Safety. This objection will, by law, result in the cancellation of Teen's driving license for a minimum of three (3) months, or until Parent/Guardian's objection is withdrawn, whichever period is longer.
- Teen's Initials _____ 7. Teen acknowledges that there may be other laws that relate to the use of alcohol and drugs in relation to the operation of motorized transportation of any kind and that this contract is not a complete summary of those laws. Furthermore, no portion of this agreement shall be construed to limit Parent/Guardian's right to otherwise monitor and control Teen's use of motorized transportation of any kind.
- Teen's Initials _____ 8. Upon evidence of Teen's first offense of using alcohol or illegal drugs, regardless of whether motorized transportation of any kind is involved with that use, Teen will forfeit Teen's driving privileges for a period of _____ (____) days. This forfeiture shall apply to motorized transportation of any kind, including but not limited to the operation of automobiles or motorized transportation of any kind owned by persons other than Parent/Guardian. In Parent/Guardian's sole discretion, Teen may be allowed to earn "good time" restriction credits by completing such educational programs/classes, community service, or alcohol/drug awareness courses ("Restriction Credits") that Parent/Guardian may prescribe. Parent/Guardian acknowledges that, in the event of an offense by Teen, Parent/Guardian's failure to follow through with agreed upon sanctions will impair his or her moral authority with Teen. By their initials to this specific provision, both Teen and Parent /Guardian acknowledge specifically that the degree and severity of these sanctions have been carefully considered and that each of them is prepared to abide by the same. In the event of an offense, Teen will not seek a relaxation of these sanctions from Parent/Guardian, nor will Parent/Guardian fail to enforce them.
- Parent or Guardian Initials _____
- Teen's Initials _____ 9. Upon evidence of Teen's second offense of using alcohol or illegal drugs, regardless of whether motorized transportation of any kind is involved with that use, Teen will forfeit Teen's driving privileges for a period of _____ (____) days. This forfeiture shall apply to motorized transportation of any kind, including but not limited to the operation of motorized vehicles owned by persons other than Parent/Guardian. No Restriction Credits will be allowed. Parent/Guardian acknowledges that, in the event of an offense by Teen, Parent/Guardian's failure to follow through with agreed upon sanctions will impair his or her moral authority with Teen. By their initials to this specific provision, both Teen and Parent/Guardian acknowledge specifically that the degree and severity of these sanctions have been carefully considered and that each of them is prepared to abide by the same. In the event of an offense, Teen will not seek a relaxation of these sanctions from Parent/Guardian, nor will Parent/Guardian fail to enforce them.
- Parent or Guardian Initials _____
- Teen's Initials _____ 10. Upon evidence of Teen's third offense of using alcohol or illegal drugs, regardless of whether a motorized transportation of any kind is involved with that use, Teen will forfeit Teen's driving privileges for so long as Teen lives in Parent/Guardian's household. This forfeiture shall apply to all motorized transportation, including but not limited to the operation of motorized transportation of any kind owned by persons other than Parent/Guardian. No Restriction Credits will be allowed, nor will Parent/Guardian transport Teen to any place for an activity not attended by Parent/Guardian. Parent/Guardian acknowledges that, in the event of an offense by Teen, Parent/Guardian's failure to follow through with agreed upon sanctions will impair his or her moral authority with Teen. By their initials to this specific provision, both Teen and Parent/Guardian acknowledge specifically that the degree and severity of these sanctions have been carefully considered and that each of them is prepared to abide by the same. In the event of an offense, Teen will not seek a relaxation of these sanctions from Parent/Guardian, nor will Parent/Guardian fail to enforce them.
- Parent or Guardian Initials _____
- Teen's Initials _____ 11. Teen will not ride as a passenger with any person who Teen knows, or should know, to be under the influence of drugs or alcohol. Under such circumstance, Parent/Guardian agrees to pick up Teen at any hour or place. If Parent/Guardian is unable to do so, Teen is authorized to hire a Taxi at Parent/Guardian's expense to secure such transport.
- Parent or Guardian Initials _____
- Agreed to this _____ day of _____, _____
- TEEN: _____
- PARENT/GUARDIAN(s): _____

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