

Parent-Teen Driving Agreements

*Improving an Underutilized Tool
for Teen Driver Safety*

*With National Model Agreements
in English and Spanish*



March 2016

Tim Hollister

www.fromreidsdad.org

Hartford, Connecticut

Author, *Not So Fast: Parenting Your Teen Through the Dangers of Driving* (2013), www.nsfteendriving.com

TABLE OF CONTENTS

- I. INTRODUCTION: TOWARD BETTER PARENT-TEEN DRIVING AGREEMENTS
 - A. Audiences for this Report
 - B. Purposes of a PTDA
 - C. The Evolution of this Report
- II. WHAT A PTDA IS AND ISN'T
- III. PARTICULAR DRAFTING ISSUES
 - A. What Provisions Should be Customizable?
 - B. Formatting an Agreement
 - C. Should Suspensions and Penalties be in Addition to State Laws?
 - D. Will a "Violation" Result in a "Consequence"?
 - E. Counting the Length of a Suspension
 - F. Who Can Report Misconduct?
- IV. PROVISIONS, WORDS, AND PHRASES TO AVOID
- V. NEGOTIATING AND ENFORCING AN AGREEMENT
- VI. ESSENTIAL TERMS OF AN AGREEMENT

NATIONAL MODEL PARENT-TEEN DRIVING AGREEMENT

- English
- Spanish

Acknowledgements:

*My thanks to Marisol Feliciano of St. Francis Hospital;
Amy Parmenter of AAA, West Hartford;
Sherry Chapman; Cathy Gillen; Pam Fischer; Kevin Borrup; Garry Lapidus;
Bill Seymour of the Connecticut Department of Motor Vehicles; and the Commissioner's Advisory Committee on Safe
Teen Driving for their help in drafting this report.*

I. INTRODUCTION: TOWARD BETTER PARENT-TEEN DRIVING AGREEMENTS

Written agreements are one of the foundations of our society. We manage our most important relationships and endeavors by putting terms and conditions into agreed-upon words, and then signing our names as a symbol of our commitment to carry out the stated understandings and promises. We do this when buying or selling a home or business, starting a new job, performing a service, and arranging countless other situations. Discussing and drafting clear terms and complying with them are how we define expectations, manage risks, reduce tensions, and create certainty and predictability.

Few relationships are more important than that of parent and teen, and this is especially true when a teen is newly-licensed to drive. Car crashes are the leading cause of death and injury among teens. Parent oversight of the dangerous activity of teen driving is one relationship that can be managed through a written agreement. In light of the risks of teen driving, parents need every tool available, and a good written agreement is one that traffic safety advocates can provide.

Parent oversight of the dangerous activity of teen driving is one relationship that can be managed through a written agreement.

The “problem” is that there are literally hundreds of driving parent-teen agreements available to families. They vary widely in length, style, and provisions. Agreements are written, promoted, and distributed by government agencies, insurance companies, driving schools, cellular service providers, traffic safety organizations, hospitals, youth groups, personal injury attorneys, and many others. Many of these agreements are customizable, while some may only be used exactly as written. Topics covered sometimes range well beyond basic safe driving, to include such matters as financial cost allocation, grade-point averages, smoking, carrying firearms, performing household chores, respecting law enforcement, and picking up hitchhikers.

There lies the issue: there is such an array of agreements available to parents (who are presumably the ones most likely to search for one) that finding one that is user-friendly, well-written, appropriately-focused, customizable, and consistent with state law can be a difficult task. As a result, the few studies that have been done of teen driving agreements conclude that while they can be a valuable safe driving tool, relatively few households negotiate, sign, and enforce one. Thus, we have an opportunity to improve and promote the use of parent-teen driving agreements.

A. Audiences for this Report.

The primary audiences for this report are state highway safety offices and motor vehicle departments. The goal is to provide each state with *guidance to create an agreement that is consistent with its specific teen driver laws, and offer essential and recommended provisions that reflect the principles and best practices discussed in this report.* The second audience for this report is all other organizations that publish a model agreement, with the goal of asking them to consider modifying their existing agreements to reflect these best practices discussed here. A third audience, of course, is parents and their teen drivers.

B. Purposes of a PTDA.

For simplicity, we will refer here to parent-teen driving agreements as “PTDAs.”

Model PTDA's should aim for: (1) striking the right balance between simplicity and complexity; (2) aligning prohibitions and requirements with the major causes of teen driver crashes; (3) ensuring consistency with state laws while allowing parents and teens to adopt stricter, customized rules; and (4) weeding out words, phrases, and provisions that can inadvertently confuse the situation or undercut the agreement and compliance.

The weaker a state's teen driving laws, the greater the need for a good, customizable model PTDA.

One of the most important purposes of a PTDA is to allow parents and teens to *establish rules for new teen drivers that exceed a state's teen driving laws or fill gaps in a state's rules*. Although many individuals and organizations at both the state and federal levels are working to adopt stricter rules in state teen driver laws, requirements still vary widely from state to state, ranging from New Jersey's prohibition on driving before age seventeen, to states that allow fourteen-year-olds to drive with few restrictions. By using a PTDA, families can establish standards that go beyond a state's lenient provisions and bring the rules for their household into better alignment with established teen driver safety research and

best practices. *In other words, the weaker a state's teen driving laws, the greater the need for a good, customizable model PTDA.* Publishing a state-specific, family-adaptable PTDA is a way for state officials and safe teen driving advocates to help parents improve the critical element of oversight, and thus teen driver safety.

This report explains the elements of a good agreement and presents an adaptable template, in English and Spanish, that reflects the principles and practices discussed. This report does not contain an in-depth review of the causes of teen driver crash rates, and it assumes a baseline of familiarity with why teen drivers have such high crash rates.

C. The Evolution of this Report.

This report evolved from my work as a safe teen driving advocate. My son Reid, the driver, seventeen years old, died in a one car crash in 2006, eleven months after getting his license. During those months that Reid was on the road, we did not sign a PTDA. I knew that such agreements existed, but I did not appreciate their value, and so did not go searching for one.

A year after Reid's death, I served on a task force in Connecticut that overhauled our state's teen driver law, and in doing so, I received a re-education in the dangers of teen driving. I learned that I *had not been* a well-informed parent during the year I supervised my son's driving. After the task force finished its work and Connecticut transformed its teen driver law from one of the nation's most lenient to one of the strictest, I kept reading and researching. In 2009, I started my national blog for parents of teen drivers, "From Reid's Dad," www.fromreidsdad.org. This led me in 2010-11 to research PTDA's; over the course of eighteen months, I reviewed more than one hundred agreements. As I applied my improved knowledge of safe teen driving, as well as my professional experience as a lawyer, to dozens of teen driving agreements, I quickly realized that many agreements available online and on paper could be improved, and that PTDA's might be used more frequently if their purpose was better explained and their provisions better written and aligned with safe teen driving research.

In 2012, I published on my blog a national model teen driving agreement. Later in 2012, with help from Yale-New Haven Hospital, I had that model translated into Spanish and also posted on my blog. In 2013, I published my book, **Not So Fast: Parenting Your Teen Through the Dangers of Driving** (www.nsfteendriving.com), and included a more condensed national model as an Appendix to the book. In 2015, **Not So Fast** was translated into Spanish and published under the title, **No Tan Rápido**.

Also in 2013, the Connecticut Department of Motor Vehicles formed a committee to create a new statewide model agreement that would implement best practices and would specifically reflect the state's overhauled teen driver laws as adopted in 2008. The committee used my model as one resource. That committee's result was the type of state-specific agreement¹ that this report promotes. The purpose of this report is to see if we can replicate this process in as many states as possible.

II. WHAT A PTDA IS AND ISN'T.

At a minimum, a PTDA is a written, signed agreement between a teen driver and his or her parent, guardian, or supervising adult that states rules for the teen driver's conduct for a defined time period, and establishes what will happen if the teen violates those rules. A PTDA **is not**:

- A legally binding agreement that a parent/guardian or teen may enforce in court;
- A substitute for on-the-road driver training;
- A basis to allow a teen who is not yet ready to drive safely to get behind the wheel;
- A reason for a parent, guardian, or supervising adult to be less vigilant about safety risks; or
- A defense against liability if a parent is sued.

The keys to a strong agreement are mutually accepted statements about why an agreement is necessary, rules that can be followed without excessive difficulty or cost, and consensus about what will happen in the event of a violation.

A PTDA is also not a "contract," but an "agreement." It is not intended to be a treaty between adversaries, but a consensus between partners. One primary purpose of a PTDA is to lead parents and teens to have discussions, before the teen starts driving, instead of after a crash or a ticket, about when and how permission to drive will be granted on a daily basis, and what will happen in the event of misconduct or a violation.

The keys to a strong agreement are mutually accepted statements about why an agreement is necessary, rules that can be followed without excessive difficulty or cost, and consensus about what will happen in the event of a violation. Additionally, to successfully direct and control conduct, PTDA's should be clearly written and easily understood, and focused on the conduct that the parties are concerned about – and nothing more. A strong PTDA will include the dangers of teen driving and the need for the agreement; provisions that remind all involved that parents retain ultimate responsibility and should act as role models for their teens; and the key factors affecting teen driver safety, including delayed brain development, speeding and reckless driving, alcohol and drug use, seat belts, electronic devices, and passengers.

1 http://www.ct.gov/dmv/lib/dmv/parent_teen_agreement.pdf#49381.

III. PARTICULAR DRAFTING ISSUES.

A. What Provisions Should be Customizable?

The ability to customize some (but certainly not all) provisions of a PTDA is critical to the goal of drawing parents and teens into negotiating and signing an agreement. Achieving this, however, requires balancing competing factors. If parents and teens are invited or required to draft too many provisions on their own, they may give up, or they may write provisions that are ineffective, unclear, or even contrary to state law or safety. An example is seat belts. A model agreement shouldn't simply say that a provision about seat belts is needed, but then allow a parent and teen to draft and negotiate. Statistics and research compel a simple, strong uniform rule: every PTDA should mandate use of seat belts at all times by everyone in a teen driver's vehicle. Similarly, texting should also be addressed with a straightforward, zero-tolerance provision.



Thus, the customizable terms in a PTDA should be: the time period the agreement will be in effect; curfews/night driving restrictions, passenger restrictions; the length of suspension in the event of a violation; allocating the costs of driving; parent use of monitoring technology; and use of a mediator for when problems arise. Non-negotiable provisions should include seat belts; the parent's ultimate authority; a "driving plan" for each time a teen gets behind the wheel; obeying rules of the road; cellphone and electronic device prohibitions; alcohol and drug rules; fatigue warnings; and calls for a "safe ride."

B. Formatting an Agreement.

Every drafter of a PTDA should consider format, including font, type size, grammar, spelling, and punctuation. A good agreement should be two pages maximum, and should use a readable type size. Font is also critical; a PTDA addresses a serious subject, so a common business font such as Times New Roman should be used, and elaborate scripts avoided. Graphic design can enhance readability, but should not come at the price of eliminating an important provision or compromising clarity. Finally, proofreading for spelling, grammar, and punctuation are important.

C. Should Suspensions and Penalties be in Addition to State Laws?

Suppose a teen receives a ticket and a conviction that will result in the state motor vehicle department suspending his or her license for 30 days. Should the state's suspension be in addition to a suspension stated in the PTDA? The answer is yes, for two reasons. First, the police and state agencies can take weeks or months to process a license suspension; only a parent can invoke the suspension immediately, when it is most needed. Second, the teen should understand that parents/families and the police/state government have different interests in safe teen driving. As a matter of deterring misconduct, the teen should understand that one violation may result in two suspensions.

D. Will a "Violation" Result in a "Consequence"?

Many PTDA's use the word "consequence" to describe what happens after a teen driver violation. However, this word is often used for young children, so "impact of violation" or "suspension" are better

terms. These words also reinforce that driving is a privilege, not a right.

E. Counting the Length of a Suspension.

Since suspension of driving privileges is the most likely enforcement tool in a PTDA (assuming that parents are unlikely to impose a monetary fine on their own teen), it is important to state how suspension time will be calculated. Some currently available PTDA's use "weeks" or "months", but counting days (seven days instead of a week, 30 days instead of a month) is an easier standard. The words "week" and "month" create an issue as to when the suspension starts and ends; specifying the exact number of days is more precise. If a suspension is "seven days," it starts immediately and the next time Noon occurs, it continues after that for seven consecutive twenty-four-hour periods.

F. Who Can Report Misconduct?

Many model PTDA's refer only to a ticket or citation issued by law enforcement, but what if a teacher, coach, neighbor, friend, relative, or even a fellow student tells a parent that they saw their teen texting while driving, or saw illegal passengers in their teen's car? It is a parent's judgment call about whether the report is from a credible source, but the agreement should note that suspensions/impacts may result from reports other than official, police-issued tickets.

IV. PROVISIONS, WORDS, AND PHRASES TO AVOID.

There are several situations and provisions that can undercut any agreement's effectiveness, such as one party dictating all or most of the terms; using provisions that are so wordy or vague as to make the obligation unclear; using terms that are contrary to law; and stating provisions for which compliance is so difficult or costly as to give one party an incentive to violate the terms. As such, PTDA's must be negotiated, not dictated; easily understood; written so compliance with law is the minimum standard; and consistent within a family's circumstances and lifestyle.

All PTDA's should avoid the use of bare-bones wording that doesn't adequately explain the teen driving risks or rules that the agreement is trying to establish (for example, "I will drive safely at all times"). Wordiness that tries to sound legal but instead sows confusion should be avoided as well ("The party of the first part, hereinafter called the 'Teen Driver' . . ."). Other provisions, words, and phrases to avoid include:

- Lengthy instructions and special notes that carve out major exceptions;
- Complex, graduated penalty or suspension rules;
- Unclear or vague definition of violations;
- Absence of a defined timeframe, such as a statement that the agreement will be amended or renegotiated "soon" after signing;
- Incentive provisions, where the incentive is an unsafe practice ("If I obey the Agreement for three straight months, I will be permitted to drive around with my friends on weekend nights");
- Provisions that are contrary to research, such as those that only prohibit passengers "at night" (numerous studies show that teen passengers of teen drivers increase crash risks at any hour of the

day, especially after school lets out);

- Coverage of subjects that are unrelated to driving, such as homework, grades, allowance, life responsibilities, household chores, parental respect, or firearms;
- Using the term "accident": among traffic safety professionals and government agencies, the word "crash" is preferred, to emphasize preventability;
- Allowing grace periods for violations, such as a seven day suspension for arriving home more than 45 minutes after curfew – which excuses violations of up to 44 minutes, undermining the standard;
- Encouraging illegal conduct, such as "If I drink, I will not drive for at least 24 hours"; a PTDA should not state that alcohol consumption by those under 21 is inevitable, unavoidable, or acceptable; and
- Provisions that undermine other sections of the PTDA, such as provisions that say, "I will obey all state law passenger limits," but later, "I will drive no more than 'x' passengers at any one time."

When drafting a PTDA, each sentence should be considered for enforceability. Drafters should be aware of words or phrases that can cause confusion about a teen driver's conduct and a parent's oversight, including:

- "I will not drive when emotionally upset or when overly tired or angry";
- "I will check in regularly" (which might encourage texting);
- "I will not race, rush, or hurry" (an agreement to obey the speed limit and drive appropriately based on road conditions is preferable);
- "I will not drive in bad weather" (What is "bad" weather?); and
- "I will not play around while driving.



V. NEGOTIATING AND ENFORCING AN AGREEMENT.

A model agreement should be accompanied by a short statement of instructions for its use, including:

- Who signs the agreement? Obviously, the teen driver must sign, but the agreement should also be signed by every adult who will have some role in supervision of the teen's driving.
- Where to keep the agreement? Keep one copy of the signed agreement in the car, and one with each person who signed it.
- What about a teen who is already licensed? Can a PTDA be negotiated with a teen who is already licensed and driving? Yes. A violation or crash may provide an opening for a parent to insist on one as a condition of further driving.

Signing a PTDA should never distract a parent from the essential question of whether a teen is ready to be licensed or should get behind the wheel in particular circumstances. A PTDA is an upfront agreement about driving conduct, but should not allow an unready teen to drive.

There are a number of keys to negotiating a PTDA:

- **Mutual objectives:** Start with the mind-set that the ultimate, mutual goal is the safety of the driver, passengers, and everyone who shares the road with the teen. A PTDA should be a cooperative process that ends in achievement, not victory.
- **Need to compromise:** A parent – the person with the keys and thus the power – must make it clear that negotiating and signing an agreement is a non-negotiable part of the teen being allowed to drive. The parent then needs to show the teen a willingness to be reasonable, to listen, and to accommodate the teen’s viewpoint.
- **Single parents:** When parents are divorced, separated, or otherwise not jointly supervising a teen’s driving, it is essential that all who have any supervisory role (such as during visitation) be aware that an agreement exists and what it says, to avoid one parent/adult undermining the PTDA.
- **Vehicle maintenance:** If a PTDA contains a teen’s agreement to “maintain” a vehicle, a few words about what this means will be helpful. At a minimum, safety features such as brakes, wipers, and tires should be identified tasks; a second level is routine upkeep, such as oil changes.
- **Car keys:** Research shows that teen drivers who have primary or exclusive access to a vehicle, have higher crash rates. Car keys are a critical part of a parent’s control and leverage. A PTDA should spell out where keys will be kept when the car is not in use.

VI. ESSENTIAL TERMS OF AN AGREEMENT.

Turning specifically to the rules that should govern a teen’s driving, below is a list of topics that should be included in every agreement, and why. The specific, recommended model wording for each topic can be found in the attached model agreement.



1. **Time Period:** The agreement should be in effect for a defined minimum period. Teen driver safety research suggests one year from when the teen becomes a licensed driver (that is, authorized to drive solo) as a reasonable period. A more stringent provision is a term of one year or until the teen’s eighteenth birthday, whichever is longer. The agreement should state that it will be changed before the stated term ends only if state laws change or the family or teen undergoes a major life change (such as parents separating or divorcing, a geographic move, injury or disability, or a change in economic circumstances).
2. **Parent’s/Supervising Adult’s Overriding Authority:** The agreement should state that parents are ultimately responsible for the safety of their teens, and that supervision of teen driving requires day-by-day judgment, because circumstances can arise in the life of a teen or family such that driving on that particular day will be unsafe. A parent needs to have on-the-spot license suspension authority. This provision also reinforces that teen driving is a privilege, not a right.
3. **Driving Plan:** Teen driving experts emphasize that supervision of teen drivers is a daily undertaking that has three parts: (a) the teen must ask for permission to drive each and every time; (b) permission should be granted only after parent and teen go through a safety checklist (destination, route, timetable, weather, passengers, and fatigue); and (c) only “purposeful” driving (driving to a destination

for a specific purpose) should be allowed, while “joyriding” (teens in the car for fun, with no destination or timetable) should be prohibited.

4. Seat Belts: Seat belts have been proven repeatedly to be the most effective way for any driver to avoid injury or death. Yet, the most recent research shows that approximately 50 percent of teen drivers who die in crashes were not belted. A simple, clear seat belt requirement, no exceptions, is an essential PTDA provision. The teen driver must wear his or her seat belt at all times, and must require every passenger to wear one as well.

5. Speeding and Rules of the Road: Again, it should go without saying that every teen driver will obey traffic laws and signs, as well as the “rules of the road,” such as who has the right-of-way (confusion about this is a major cause of teen driver crashes). In addition, the agreement should require drivers to adjust their speed to road conditions such as weather, visibility, and steep slopes.

6. Cellphones and Electronic Devices: The dangers of sending text messages and using hand-held cell phones while driving are well-documented, and why the majority of states ban both for teen drivers. However, the latest research also shows that hands-free and voice-activated devices can cause distraction. In addition, many new car models feature dashboard-mounted screens with a variety of interactive features and controls that have raised concerns about distraction. *In a PTDA, the goal should be “zero tolerance” for distraction from cellphones and electronic devices that are unrelated to the safe operation of the vehicle.* The agreement’s focus should be to target teen driver conduct, that is, the use of these devices *while driving*, rather than trying to list particular (and ever-changing) electronic devices (such as an iPod or laptop, or taking selfies). An electronic device provision in a PTDA should be a blanket ban on any use of a device that has the potential to take a teen driver’s hands off the wheel, eyes off the road, or mind off the driving situation.



7. Curfews/Night Driving/Exceptions: A definitive time, without a grace period, is essential. Most state curfew laws have exceptions, such as school-related activities or employment; each family needs to judge whether its teen may need to invoke one of the exceptions (such as, the teen has a late evening job). If a teen will be invoking one of these exceptions, the PTDA should recognize this.

8. Passengers: Teen passengers of teen drivers are probably the least understood danger of teen driving. Each and every teen passenger in a teen driver’s car adds to the already-high crash risk. Strict limits on teen passengers during at least the first year of licensed driving are a must. While recognizing state law as the baseline, passenger provisions in a PTDA are an opportunity for parents and teens to customize the agreement by establishing a stricter standard than state law. This passenger provision can be further customized to address when a teen driver may transport family members and siblings.

9. Alcohol or Drug Use, and Fatigue: Prohibiting a teen from driving while under the influence of alcohol should not require extended discussion, yet about one-third of teen driver fatalities involve alcohol. Every PTDA should say that a teen will “never drive under the influence of alcohol,” a phrase intended to recognize that even one drink can impair driving ability. Drugs present a different problem, because there are legal and illegal drugs for teens, and some drugs actually improve driving. For example, teen drivers

with attention deficit/hyperactivity disorder face a unique, heightened risk when driving, and we certainly want teens who control their symptoms with prescribed medication to take them. Thus, PTDA's should not ban driving after taking drugs, but under the influence of illegal or impairing drugs, to address only those substances that are unlawful or interfere with reflexes, vision, or reaction time.

Fatigue, also called drowsy driving, may be the most difficult factor for a parent to monitor (or a teen to recognize or admit), because it can change from day to day, or even within the course of one day. Some believe that the answer to fatigue is caffeine or an energy drink. Still, drowsy driving is a major cause of teen driver crashes, and a PTDA requires a clear statement acknowledging this fact as a joint teen-parent responsibility.

10. Suspension of Driving Privileges: A critical decision is whether the teen will lose his or her privilege of driving solo, or driving altogether. Will the consequence be to revert to the learner's permit mode? There are two schools of thought here. One is that teens need on-the-road experience, and suspending all driving interferes with continued training. Another is that misconduct should result in no driving at all. Also factored here is how the teen, under a suspension, will get to school, a job, or activities. Some parents will say, "You lost your license, you find a ride." However, the teen then might try to find a ride with a peer in a way that would violate the state's passenger restrictions. This is not an easy issue with a simple answer, but a template provision is included at this end of this report.



11. Call for Safe Ride: To balance the parent override, the agreement should also state that driving privileges will not be suspended if a teen calls for a ride to avoid an unsafe situation.

12. Costs of Driving: Driving is expensive, a fact that every teen should learn. Insurance rates for teens have always been much higher than they are for older drivers (and with good reason, given teens' crash rates). The cost of driving is an important way for parents to control their teen drivers.

13. Monitoring Technology: If a parent can afford to install one of the evolving technologies for tracking teen drivers, this should be written into the agreement, with the understanding that data from that device can result in a violation and suspension.

14. Mediator: This provision may be most useful for single-parent households, where a trusted intermediary, such as a relative or neighbor, might be needed if parent and teen disagree or reach an impasse about a particular situation.

15. Other Issues: In the interest of family customization, a model agreement can end with an open-ended "Other Issues" provision. Here, a parent and teen can address which vehicle or vehicles the teen is permitted to drive; where car keys will be kept; and whether the teen will be permitted to use a GPS device.

NATIONAL MODEL 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 re-sign 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 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: _____.
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. (Contact number: _____).
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.

MODELO NACIONAL DE ACUERDO DE CONDUCCIÓN PARA PADRES-ADOLESCENTES

Conducir es la principal causa de muerte y lesiones en menores de 24 años. Los cuerdos de conducción para padres y adolescentes son un método probado para reducir el riesgo de accidentes. Complete y firme este acuerdo cuando el adolescente obtenga un permiso de aprendizaje, y revíselo y vuelva a firmarlo cuando el adolescente obtenga la licencia.

PRECAUCIONES PARA PADRES Y ADULTOS A CARGO DE LA SUPERVISIÓN

- Las leyes estatales *permiten* que los adolescentes obtengan un permiso de aprendizaje, pero los padres y tutores pueden prohibirles a los menores de 18 años que comiencen a conducir. *Lea los riesgos de seguridad que se indican a continuación y use su sentido común.*
- Usted es un *ejemplo para su conductor adolescente* y debe enseñarle hábitos de conducción segura al ser un conductor responsable y defensivo en todo momento.

RIESGOS DE SEGURIDAD PARA CONDUCTORES ADOLESCENTES

- Conducir es especialmente peligroso para los adolescentes ya que *el cerebro humano no desarrolla completamente* su capacidad de evaluar riesgos y peligros *hasta los 22 a 25 años, y ninguna capacitación en conducción puede contrarrestar este riesgo.*
- Un conductor adolescente que viole las leyes estatales puede provocar *lesiones o la muerte a otras personas, como también daños a la propiedad, lo que, a su vez, puede tener como consecuencia sanciones penales y civiles, y responsabilidad financiera para padres o tutores.*
- La capacitación de los conductores es fundamental, pero aprobar un curso y obtener una licencia solo significa que un adolescente es un principiante realizando una tarea peligrosa; *no significa que el adolescente sea un conductor seguro.*
- El aumento de la velocidad, conducir de forma imprudente, el uso de drogas o alcohol, no usar el cinturón de seguridad, los dispositivos electrónicos que desvían la atención, los pasajeros adolescentes y la fatiga *ponen en riesgo la vida del conductor, los pasajeros, otros conductores, pasajeros en otros vehículos y peatones.*

ACUERDOS PARA CONDUCTORES ADOLESCENTES

1. **Vigencia:** Este acuerdo tendrá vigencia hasta (*recomendado: un año a partir del otorgamiento de la licencia inicial, o hasta que el adolescente cumpla 18 años, lo que ocurra más tarde*) _____.
2. **Padres/adultos a cargo de la supervisión** Mi capacidad de conducción estará supervisada por uno de mis padres u otro adulto, quien decidirá día a día si es seguro que yo conduzca.
3. **Plan de conducción:** Obtendré permiso de uno de los adultos a cargo de mi supervisión cada vez que conduzca, y nos pondremos de acuerdo con respecto a mi destino, al trayecto, al horario de salida y regreso y a los pasajeros. Los paseos (conducir sin destino ni propósito) no están permitidos.
4. **Cinturones de seguridad:** Usaré el cinturón de seguridad y me aseguraré de que todos los pasajeros en mi automóvil, de cualquier edad, usen el suyo.
5. **Exceso de velocidad y señales de tránsito:** Respetaré los límites de velocidad, los carteles de detención, los semáforos y las señales de tránsito. Conduciré a una velocidad razonable y reduciré la velocidad cuando las condiciones de la carretera así lo requieran (*por ejemplo, por cuestiones climáticas, oscuridad, curvas cerradas, colinas, visibilidad, congestión, carreteras desconocidas*).
6. **Teléfonos celulares y dispositivos electrónicos:** A menos que el vehículo esté en Park (estacionamiento), no usaré dispositivos electrónicos, ya sean manuales, manos libres o en modo activado por voz, para ningún fin que no esté relacionado con la operación segura del vehículo. Específicamente, no usaré un dispositivo electrónico para enviar o leer mensajes de texto, enviar o ver fotos o videos ni para hacer una llamada o comunicarme con una persona fuera del vehículo.

7. **Horarios permitidos:** No conduciré entre las (*ingrese el horario permitido por el estado o un horario más estricto*) _____, a excepción de (*completar las excepciones que indica la ley estatal: escuela, trabajo, motivos médicos o religiosos*) _____. Si necesito hacer uso de una excepción, obtendré un permiso por escrito y lo llevaré en mi vehículo.
8. **Pasajeros** (*debe atenerse a la ley estatal; puede ser más estricto; se recomiendan tres etapas*): Durante los primeros _____ meses después de obtener mi licencia, solo llevaré a un adulto a cargo de la supervisión de mis capacidades de conducción. Cuando haya tenido la licencia por _____ meses, solo llevaré a un conductor a cargo de mi supervisión y familiares directos. No transportaré a otras personas hasta que haya tenido mi licencia por _____.
9. **Consumo de drogas o alcohol, fatiga:** Nunca conduciré bajo la influencia de alcohol o drogas ilegales ni de drogas incapacitantes, ni cuando, debido a un descanso insuficiente, exista la posibilidad de no mantener la concentración necesaria para conducir de forma segura.
10. **Informe de violación, suspensión de los privilegios de conducción:** Fuerzas del orden público, vecinos, personal de la escuela o amigos pueden informar violaciones de este acuerdo o de las leyes estatales a uno de los adultos a cargo de mi supervisión. **SI VIOLÓ ALGUNA DE ESTAS OBLIGACIONES, SE SUSPENDERÁN MIS PRIVILEGIOS DE CONDUCCIÓN DURANTE _____ DÍAS.** Esta suspensión será adicional a las multas, sanciones o suspensiones que exija la ley estatal. Si conduzco mientras mis privilegios se encuentran suspendidos, se suspenderán por tiempo indefinido.
11. **Solicitud de transporte seguro:** En cualquier momento y por cualquier motivo, podré solicitar transporte seguro para evitar una situación peligrosa. El motivo por el que solicite el transporte no violará este acuerdo.
12. **Costos derivados de la conducción:** Durante este acuerdo, mis padres/adultos a cargo de la supervisión y yo dividiremos los costos del seguro, el combustible y el mantenimiento de la siguiente manera:
_____.
13. **Tecnología de control:** (*Indique todo dispositivo que se instalará en el vehículo o se usará para registrar información acerca de la operación del vehículo por parte del adolescente.*) _____.
14. **Mediador** (*opcional*): Designamos a _____ como mediador. Si surge una disputa en relación con este acuerdo, le pediremos asesoramiento a nuestro mediador. (Número de contacto: _____).
15. **Otros acuerdos:** _____

AL FIRMAR A CONTINUACIÓN, NOS COMPROMETEMOS CON LA SEGURIDAD.

Conductor adolescente

Fecha

Padre/adulto a cargo de la supervisión

Fecha

Padre/adulto a cargo de la supervisión

Fecha

Conserve una copia en un lugar visible en su hogar y una copia en la guantera del vehículo.