

*AGREEMENT BETWEEN*  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
AND  
SITE PROVIDER

THIS AGREEMENT is entered into by and between the Kentucky Transportation Cabinet, Division of Driver Licensing, hereinafter referred to as "KYTCDL" and \_\_\_\_\_ the Site Provider, hereinafter referred to as "SP". THIS AGREEMENT is administered by Kentucky Safe Driver, hereinafter referred to as "KSD". THIS AGREEMENT is in reference to the Kentucky Graduated Licensing Program as mandated by the Kentucky House Bill 400, of 1996. The term of agreement is one year. Dates being \_\_\_\_\_ through \_\_\_\_\_.

WITNESSETH

The parties have deemed it appropriate and necessary that KYTCDL utilize the services of SP for the use of facilities in the distribution of classroom instruction associated with the Kentucky Graduated Licensing Program. A Memorandum of Agreement is an appropriate and proper mechanism for implementing the required services. This agreement is hereby made and entered into by KYTCDL and SP as follows:

**Section I Responsibilities of Site Provider**

The SP shall be responsible for the following:

1. Provide a list of dates when classrooms are not available.
2. Provide adequate seating in conjunction with the number of participants attending the class.
3. Make reasonable efforts to ensure that heating / cooling is provided and working properly for the duration of the class time scheduled.
4. Provide access to the classroom, appropriate lighting and directional information for participants taking the classes.
5. Provide access to restrooms and furnish required necessities for use.
6. Provide a facility that is ADA compliant.
7. Provide and keep all Emergency Procedures up to date with KSD.
8. Keep all contact information up to date by contacting KSD at:

106-C St. James Court  
Frankfort, KY 40601  
Office: (502) 699-2295  
Email: [information@kentuckysafedriver.org](mailto:information@kentuckysafedriver.org)

## Section II Responsibilities of KSD

KSD shall be responsible for the following:

1. Provide classroom frequency and number of individuals scheduled to attend based on enrollment each month.
2. Provide classroom instructor for each class.
3. Provide SP with a Certificate of Liability Insurance, upon request.

## Section III Responsibilities of KYTCDL

KYTCDL shall be responsible for the following:

1. Maintaining communication with KSD regarding individual's eligibility to attend the classes.

By signing the MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law. **This Memorandum of Agreement may be cancelled by either party at any time for, or without cause, by providing a thirty (30) day written notice to the other party.**

\_\_\_\_\_  
(Signature, Title)

\_\_\_\_\_  
(Signature, Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)