Financial Responsibility Agreement

I understand when I register for any class at Idaho State University or receive any service from Idaho State University, I accept full responsibility to pay all tuition, fees, and other associated costs assessed as a result of my registration and/or receipt of services. I further understand and agree my registration and acceptance of these terms constitutes a contractual agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which Idaho State University is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees, and other associated costs by the published or assigned due date.

I understand and agree if I drop or withdraw from some or all of the classes for which I register, I will be responsible for paying all or a portion of tuition and fees in accordance with the published tuition refund schedule at <u>Refund Policy</u>. I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated herein by reference. I further understand my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

Financial Hold: I understand and agree if I fail to pay my student account bill or any monies due and owing Idaho State University by the scheduled due date, Idaho State University may place a financial hold on my student account, preventing me from registering for future classes or receiving my diploma.

Late Payment Charge: I understand and agree if I fail to pay my student account bill or any monies due and owing Idaho State University by the scheduled due date, Idaho State University will assess late payment charges at the rate of \$50.00 per month on the past due portion of my student account until my past due account is paid in full.

Pre-Collection Fees: I understand that Idaho State University will attempt to notify me by mail regarding my delinquent account before referring the account to a collection agency. I further understand that Idaho State University may charge pre-collection fees for each attempt to notify me by mail.

Collection Agency Fees: I understand and accept if I fail to pay my student account bill or any monies due and owing Idaho State University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Idaho State University may refer my account to a collection agency. If Idaho State University refers my account balance to a third party for collection, whether an attorney or collection agency, I will be responsible for any costs (including, but not limited to collection fees) associated with attempting to collect the monies due and owing. I understand a collection fee will be assessed and will be due and owing in full at the time of the referral to the third party. The collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 33% of the amount outstanding. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I will also be responsible for any costs associated with the lawsuit

such as court costs, attorney's fees, or other applicable costs. Finally, I understand my delinquent account may be furnished to one or more of the national credit bureaus.

Method of Communication: I understand and agree Idaho State University uses e-mail as an official method of communication with me, and I am responsible for reading the e-mails I receive from Idaho State University on a timely basis.

Contact: I authorize Idaho State University and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Idaho State University, or to receive general information from Idaho State University. I authorize Idaho State University and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails in their efforts to contact me.

Updating Contact Information: I understand and agree that I am responsible for keeping Idaho State University records up to date with my current mailing addresses, email addresses, and phone numbers. Upon leaving Idaho State University for any reason, it is my responsibility to provide Idaho State University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Idaho State University.

Severability Clause: If any provision, term, or clause of this Agreement is declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, this Agreement shall be deemed severable, and all other provisions, terms, and clauses of the Agreement will remain valid and binding on the Parties.

Financial Aid: I understand aid described as "estimated" on my Financial Aid Offer does not represent actual or guaranteed payment. I understand it is an estimate of the aid I may receive if I meet all requirements stipulated by that specific aid program.

Iunderstand my Financial Aid Offer is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility was calculated. If I drop any class before completion, I understand my financial aid eligibility may decrease and some or all of the financial aid awarded to me may be revoked.

If some or all of my financial aid is revoked because I dropped or failed to attend a class, I agree to repay all revoked aid disbursed to my account and resulted in a credit balance refunded to me.

I agree to allow financial aid I receive to pay any and all charges assessed to my account at Idaho State University such as tuition, fees, campus housing and meal plans, service fees, fines, bookstore charges, or any other amount, in accordance with the terms of the aid.

Federal Aid: I understand any federal Title IV financial aid I receive, except for Federal Work-Study wages, will first be applied to any outstanding balance on my account for tuition, fees, and room and board. Title IV financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, and PLUS Loan programs.

Scholarships, Grants: I understand all scholarships and grants awarded to me by Idaho State University will be credited to my student account and may be applied toward any outstanding balance. I further understand my receipt of a scholarship or grant is considered a financial resource according to federal Title IV financial aid regulations and may therefore reduce my eligibility for other federal and/or state financial aid (i.e., loans, grants, Federal Work-Study) which, if already disbursed to my student account, may be reversed and returned to the aid source.

Method of Billing: I understand Idaho State University uses electronic billing (e-bill) as its official billing method, and I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand failure to review my e-bill does not constitute a valid reason for paying my bill after the due date. E-bill information is available at <u>Understanding Your</u> <u>Bill</u>.

Billing Errors: I understand administrative, clerical, or technical billing errors do not absolve me of my financial responsibility to pay the correct amount of tuition, fees, and other associated financial obligations assessed as a result of my registration at Idaho State University.

Returned Payments/Failed Payment Agreements: If a payment made to my student account is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$35.00. I understand multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Idaho State University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Idaho State University.

Withdrawal: If I decide to completely withdraw from Idaho State University, I will follow the instructions at <u>Withdrawal Procedures</u>, which I understand and agree are incorporated herein by reference.

IRS Form 1098-T: I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Idaho State University upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from Idaho State University. I understand if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided.

Privacy Rights & Responsibilities: I understand Idaho State University is bound by the <u>Family</u> <u>Educational Rights and Privacy Act (FERPA)</u> which generally prohibits Idaho State University from releasing any non-directory information from my education record without my written permission or a statutory exception. Therefore, I understand if I want Idaho State University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at <u>Student FERPA Release</u>.