

# **MISSOURI WESTERN STATE UNIVERSITY**

## **Student Financial Responsibility Agreement**

Please carefully read the following information. Once you are confident that you understand all of the terms and conditions of this Student Financial Responsibility Agreement (“Agreement”), you may indicate your consent and continue to register for your class(es). Students at Missouri Western State University must complete the Agreement for each registration period.

You will not be able to proceed with registration activity until you have read and agreed to the terms and conditions of this Agreement. By signing this Agreement, it is understood and acknowledged that you agree to the terms within each time you make a change to course registrations.

### **Legal Obligation**

By electronically agreeing to this Student Financial Responsibility Agreement, I am undertaking a legal obligation that requires me to pay for tuition, fees, and other Missouri Western State University charges in connection with my enrollment and/or attendance at Missouri Western State University (or the “University”). Any financial aid I receive will be applied to charges assessed to my student account in accordance with financial aid regulations. My account could be issued a refund even though I still have a balance owed. I understand it is my responsibility to pay all remaining fees, regardless of financial aid coverage. I further understand it is my responsibility to pay the amount of any funds erroneously disbursed to me and that any administrative, clerical or technical billing errors by the University will 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 the University.

### **My Responsibility – Promise to Pay**

By signing this Agreement, I understand that when I register for class(es) at a Missouri Western State University, I promise to take financial responsibility for the payment of all tuition, fees, and other University charges on my student account relating to my enrollment and/or attendance at the University. I further understand and agree that my registration and acceptance of these terms constitutes 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 Missouri Western 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, and other associated costs by the published or assigned due date.

### **Class Attendance**

I understand that my failure to attend class does not absolve me of my financial responsibility as described above. I understand and agree that I must attend classes to be eligible for federal financial aid. Once aid has been disbursed, if I drop classes or fail to attend classes, I may immediately owe part or all of my federal financial aid back to the U.S. Department of Education. This is true even if the financial aid disbursement covered my tuition bill and I did not receive a credit balance refund.

### **Drop/Withdrawal**

I understand and agree that if I drop, withdraw, or am involuntarily removed from classes under a student conduct process, including but not limited to emergency removal, exclusion, suspension or expulsion, after the semester or other period of enrollment begins, from some or all of the classes for which I register, I will be responsible for paying all or a percentage of the tuition and fees charged. Any adjustments of tuition will be made in accordance with the published [registration deadlines and tuition refund schedule](#). If I decide to completely withdraw from classes, I understand and agree to review and follow the University [Withdrawing from Classes](#) instructions.

**Payment Due Date**

I understand there are scheduled due dates for tuition and fees for each semester or other period of enrollment. Due dates can be found online [here](#).

**Placement of Financial Holds**

I understand and agree that if I fail to pay my student account bill or any monies due and owing the University by the scheduled due date(s), the University will place a financial hold on my student account, preventing me from registering for future classes or changing my schedule until resolved with the Business Office.

**Collection Agency Fees**

I understand and accept that if I fail to pay my student account bill or any monies due and owing the University by the scheduled due dates, and/or fail to make acceptable payment arrangements to bring my account current, the University may refer my delinquent account to a collection agency. I further understand that if the University refers my student account balance to a third party for collection, a collection fee will be assessed and will be due 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 1/3 percent 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 shall also be responsible for any costs associated with the lawsuit such as court costs, reasonable attorney fees or other applicable costs. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

**Method of Communication**

I understand and agree that the University uses my University email as an official method of communication with me, and that I am responsible for reading the emails I receive from the University on a timely basis. I understand that the Office of Financial Aid communicates with enrolled and prospective students using the student's Missouri Western email and through Goldlink, the University's online student information system. By entering into this Agreement, I understand that I am responsible for monitoring my status online through and for ALL communications sent to my Missouri Western email account. I also understand that I can end the authorization to be communicated with electronically at any time by submitting a written request to the University's Financial Aid Office.

**Contact**

I authorize the University and its agents and contractors to contact me at my current and any future mobile phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the University, or to receive general information from the University. I authorize the 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. Furthermore, I understand that I may withdraw my consent to call my mobile telephone number using automated telephone dialing equipment by submitting a clear revocation of my consent in writing to the University Business Office, 104 Eder Hall, 4525 Downs Drive, St. Joseph, MO 64507 or in writing to the applicable contractor or agent contacting me on behalf of the University.

**Updating Contact Information**

I understand and agree that I am responsible for keeping the University records up to date with my current physical addresses, email addresses, and phone numbers in Goldlink. Upon leaving the University for any reason, it is my responsibility to provide the University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the University.

**Financial Aid Award**

I understand that aid described as “estimated” on my Financial Aid Award does not represent actual or guaranteed payment, but is an estimate of the aid I may receive if I meet all requirements stipulated by that aid program.

I understand that my Financial Aid Award 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 that my financial aid eligibility may decrease and/or be revoked in accordance with federal, institutional and state laws, rules, and/or guidelines.

If some or all of my financial aid is revoked because I dropped or failed to attend class, I agree to repay all revoked aid that was disbursed to my account and resulted in a credit balance that was refunded to me consistent with the University’s published [Financial Aid Policies](#).

### **Federal, State or Institutional Aid**

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

I authorize the University to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees and fines, and any other education related charges. I authorize the University to apply up to \$200 of any excess Title IV financial aid toward payment of other educationally-related charges on my student account from a prior term. I understand that this authorization will remain in effect until I stop attending the University. I also understand that I can end the authorization at any time by submitting a written request to the University Business Office.

### **Electronic Billing**

I understand that the University uses electronic billing (e-bill) as its official billing method, and therefore I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand that failure to review my e-bill does not constitute a valid reason for not paying my bill on time. I understand I may access my bill and set up a payment plan by visiting the [University Business Office](#).

### **Billing Errors**

I understand that 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 the University. I understand that if I believe a charge on my bill is incorrect, it is my responsibility to notify the Business Office in writing.

### **Returned Payments/Failed Payment Plan 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 \$20.00. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with the University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at the University.

### **IRS FORM 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to the University upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T

reporting purposes. If I fail to provide my SSN or TIN to the University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from the University. I understand that if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand that I can withdraw this consent or request a paper copy by following the instructions at [1098T TUITION STATEMENT PAPER REQUEST FORM](#).

### **Privacy Rights and Responsibilities**

I understand that the University is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits the University from releasing any information from my education record without my written permission. Therefore, I understand that if I want the University to share information from my education record with someone else, I must provide permission by completing the FERPA Release Form through my Goldlink account. I further understand that I may revoke my permission at any time by contacting the Registrar's Office.

### **Student Age**

I understand and agree that if I am younger than the applicable age of majority when I execute this agreement that the educational services provided by the University are a necessity, and I am contractually obligated pursuant to the "doctrine of necessities."

### **Entire Agreement**

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and the University, constitutes the entire agreement between the parties with respect to the matters described, and shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by the University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

### **Governing Law**

This Agreement will be governed by the laws of the State of Missouri and any disputes arising from this Agreement shall be determined in accordance with the law of this jurisdiction. Any suit, action, or proceeding arising in connection with this Agreement must be brought in the courts of Buchanan County, Missouri, or where federal jurisdiction exists, in the United States District Court for the Western District State of Missouri.

### **Severability**

If any provision, term, or clause of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or ineffective, this Agreement shall be deemed severable, and all other provisions, terms, and clauses of the Agreement will remain valid and binding on the parties.

### **Acknowledgement**

I hereby acknowledge I have read this Agreement in its entirety and understand it. By clicking on the I AGREE button below, I am consenting to be bound by this Agreement, thereby obligating me to pay my outstanding balance, together with all fees and costs set forth above, due Missouri Western State University. For reference, a copy of this Agreement will be made available on the Business Office website.

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