SJC St. John's College

FINANCIAL RESPONSIBILITY AGREEMENT

PAYMENT OF FEES/PROMISE TO PAY - I understand that when I register for any class at St John's (the college) or receive any service from the college 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 that my registration and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan) in which the college 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 that 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 per the current Student Handbook available on the college web-site. 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 that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

FEES – I understand and agree that the college Board of Visitors and Governors has the right to change the tuition and fees for the college at any time and in its sole discretion.

DELINQUENT ACCOUNT/COLLECTION

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

Late Payment Charge: I understand and agree that if I fail to pay my student account bill or any monies due and owing the college by the scheduled due date, I will be assessed a late fee equal to \$300 or 10% of the outstanding balance, whichever is less. I understand that graduate students and undergraduates are assessed late fees on September 1st (Fall Semester), February 1st (Spring Semester), and July 1st (Summer Semester). Further, late fees are assessed on these dates if payment plans approved by St. John's College are delinquent or if financial aid files are incomplete, resulting in a balance due. In addition, Tuition Management Systems (TMS) will also assess a late fee, on or about the 5th of each month if monthly payments are not received timely for my TMS Payment Plan.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill or any monies due and owing St. John's College upon voluntary or involuntary withdrawal or graduation, the college may refer my delinquent account to a collection agency. I further understand that I am responsible for paying the collection agency fee, which is calculated on a fee-based percentage up to a maximum forty percent (40%), as well as reasonable attorney's fees necessary for the collection of my delinquent account. 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 college may use SJC e-mail as an official method of communication with me, and that therefore I am responsible for reading e-mails I receive from the college on a timely basis. **Contact:** I authorize the college and its agents and contractors to contact me at my current and any future cellular phone number(s), e-mail address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the college, or to receive general information from the college. I authorize the college and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and e- mails, in their efforts to contact me. Furthermore, I understand that I may withdraw my consent to call my cellular phone by submitting my request in writing to the registrar or in writing to the applicable contractor or agent contacting me on behalf of the college.

Updating Contact Information: I understand and agree that I am responsible for keeping the college records up to date with my current physical addresses, e-mail addresses, and phone numbers by contacting the Office of the Registrar. Upon leaving the college for any reason, it is my responsibility to provide the college with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the college.

FINANCIAL AID - 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 upon which my financial aid eligibility was calculated. If I drop any class or withdraw before completion, I understand that 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 class, I agree to repay all revoked aid that was disbursed to my account and, if applicable, resulted in a credit balance that was refunded to me. I agree to allow any financial aid I receive to be applied to any and all charges assessed to my account at the college such as tuition, fees, campus housing and meal plans, student health insurance, parking permits, service fees, fines, bookstore charges, or any other amount, in accordance with the terms of the aid.

Federal 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, and TEACH Grant programs. I authorize The college 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, including any other educationally related charges from the prior year. I further understand that this authorization will remain in effect until I rescind it, which I may do by providing a written notice to the college financial aid office. I further understand that any balance at the time of rescinding this authorization, is due immediately.

Prizes, Awards, Scholarships, and Grants: I understand that all prizes, awards, scholarships and grants awarded to me by the college will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of a prize, award, 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, must be reversed and returned to the aid source.

METHOD OF BILLING – I understand that the college uses electronic billing via the MySJC web portal (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. E-bill information is available at https://mysjc.sjc.edu/ICS.

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 college.

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 or the amount charged by the bank, whichever is greater. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with the college may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at the college.

WITHDRAWAL -If I decide to completely withdraw from the college, I will follow the instructions per the then current Student Handbook available on the college website. I understand and agree to the withdrawal policy, which is incorporated herein by reference.

IRS FORM 1098-T - I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to the college 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 college, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

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 college are a necessity, and I am contractually obligated pursuant to the "doctrine of necessaries." **GOVERNING LAW** - This Agreement shall be governed by the laws of the State of Maryland and/or the State of New Mexico. ARBITRATION - All claims or disputes arising or relating to this Agreement are to be settled by binding arbitration in the State of Maryland and/or the State of New Mexico. Said arbitration is to be resolved through the Commercial Arbitration Rules of the American Arbitration Association and the parties agree to abide by these rules. Any decision or award as a result of any such

arbitration shall be issued in writing and the arbitrator shall be mutually selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration award may be confirmed in a court of competent jurisdiction.

ENTIRE AGREEMENT

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and the college, 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 college if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

Date: _

I have reviewed, understand and agree to the financial responsibilities stated in this agreement.

| Student Name (please print): | Date: |
|--|-------|
| Student Signature: | |
| I am the parent or legal guardian of the minor listed above and I am siging this document on his/her behalf. | |
| Parent Signature: | Date: |