

COLORADO MESA UNIVERSITY
STUDENT FINANCIAL RESPONSIBILITY AGREEMENT

I. Payment of Fees/Promise to Pay

I understand that when I register for any class at Colorado Mesa University (CMU) or when CMU provides services to me, 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 an agreement in which CMU 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.

In the event that any financial obligation arising under or related to this Agreement is not timely paid in full by me, I agree that such failure to pay automatically results in an extension of credit to me by CMU, subject to applicable due dates and service charges as identified in my student account bill and this Agreement.

Payments made to any student account through the Office of Financial Aid will be applied as mandated by the state or federal government or the organization providing the funds. Federal financial aid regulations do not permit CMU to automatically apply an upcoming financial aid refund to a past due balance from a prior aid year.

I understand that these services and benefits are for educational purposes and constitute educational loans or benefits extended to me to finance my education. Pursuant to 11 U.S.C. §523(a)(8), these educational loans and benefits extended to me by CMU may not be discharged in bankruptcy.

II. Add/Drop/Withdraw Policy

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 at:

<http://www.coloradomesa.edu/registrar/dates.html>.

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.

III. 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 CMU by the scheduled due date, CMU will place a financial hold on my student account, preventing me from registering for future classes, requesting 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 CMU by the scheduled due date, CMU will assess a one-time late payment fee of \$100.00 or 25% of the amount past due, whichever is less. In addition, CMU will assess a service charge at the rate of 1% per month on the past due portion of my student account until my past due account is paid in full.

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 \$11.25. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with CMU may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at CMU. CMU reserves the right to pursue all legal remedies available to collect on my returned payment.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill or any monies due and owing CMU by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, CMU may refer my delinquent account to a collection agency. I authorized CMU to release my personal and financial information under such circumstances. I further understand that I am responsible for paying any collection agency fees assessed which may be based on a percentage at a maximum of 40% percent of my delinquent account, together with all costs and expenses, including reasonable attorneys' 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.

IV. Communication

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

Billing Statement: I understand that CMU uses electronic billing (eBill) as its official billing method, and therefore I am responsible for viewing and paying my eBill by the scheduled due date. I understand my student account history is available to review on MAVzone under the application "ePay" and it is my responsibility to review my student account status regularly. Failure by me to view my student account or the CMU-issued billing statement is not valid grounds for absolving me of my financial obligations or waiving the late payment fees or registration, diploma, or transcript holds.

Contact: I authorize CMU and its agents and contractors to contact me at my current and any future mailing address(es), 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 CMU, or to receive general information from CMU. I authorize CMU 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 cellular phone number by submitting my request in writing to the Office of Student Accounts or in writing to the applicable contractor or agent contacting me on behalf of CMU.

Updating Contact Information: I understand and agree that I am responsible for keeping CMU records up to date with my current physical addresses, email addresses, and phone numbers by updating this information on MAVzone as appropriate. Upon leaving CMU for any reason, it is my responsibility to provide CMU with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to CMU. Contact information can be updated via a student's MAVzone, by selecting "Personal" and then "Other Personal Information" under the "My Account" section. Contact information may also be updated in-person at the Registrar's Office.

V. Billing Questions

In case of errors, inaccuracies or questions regarding my billing statements, I will contact the IRIS, whose main telephone number is (970) 248-1177. Additional information may be found at: <http://www.coloradomesa.edu/student-accounts/index.html>.

VI. Tax Intercept Notice

Pursuant to C.R.S. § 23-5-115, in the event of a default on an amount owed to CMU, CMU may certify to the Colorado Department of Revenue information regarding persons with past due accounts. The Colorado Department of Revenue may then disburse funds to CMU in satisfaction of that debt from tax refund amounts owed to the individual, if any.

VII. 1098-T/SSN Notice

I agree to provide my Social Security Number (SSN) or tax payer identification number (TIN) to CMU 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 CMU, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN. I understand that the IRS Form 1098-T that reports tuition and related expenses will also be available electronically and notifications for the 1098-T tax document will be sent to my CMU-issued e-mail account on record.

VIII. 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 CMU are a necessity, and I am contractually obligated pursuant the "doctrine of necessities."

IX. Privacy Rights & Responsibilities

I understand that CMU is bound by the Family Education Rights and Privacy Act (FERPA) which prohibits CMU from releasing any information from my education

record without my written or electronic permission. Therefore, I understand that if I want CMU to share information from my education record with someone else, I must follow the procedure outlined at <http://www.coloradomesa.edu/registrar/ferpa.html>. I further understand that I may revoke my permission at any time as instructed in the same procedure.

X. Governing Law

This Agreement is governed by the laws of the State of Colorado and all applicable federal laws. Any provision of this Agreement that is rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

XI. Entire Agreement

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

I understand that by clicking the “Agree” button, I agree that I have carefully read this CMU Student Financial Responsibility Agreement, fully understand it, and agree to be legally bound by it. I waive any defense to enforcement of this CMU Student Financial Responsibility Agreement, including but not limited to, any defense that it is invalid or unenforceable and the method of its execution.