



## Student Financial Responsibility Agreement

### Payment of Fees / Promise to Pay

I understand that when I register for any class at Alderson Broaddus University (“the University”) or receive any service from the 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 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 covered by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which the 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 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 in the applicable University catalog for my program(s). 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 or participate in a class (whether on-campus or online) or receive a bill does not absolve me of my financial responsibility as described above.

**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.

**Returned Payments:** 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 per returned check/payment.

### 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 University by the scheduled due date, the University will place a financial hold on my student account; preventing me from registering for future classes, obtaining transcripts, receiving my diploma, or receiving any other good or service from the University.

**Late Payment Charge:** 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, the University may assess a late payment charge of \$150.00.

**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 date, and 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 up to the maximum amount permitted by applicable law. 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 or other applicable costs. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

## Communication

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

**Contact:** I authorize the 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 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 cellular telephone using automated telephone dialing equipment by submitting my request in writing to the Business Office 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's records up to date with my current physical addresses, email addresses, and phone numbers by contacting the Office of the Registrar. 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.

**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.

## Miscellaneous

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. In the event any provision of this agreement is deemed by a court to be unenforceable, all other provisions of this agreement shall remain in full force and effect.

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."

This agreement will remain in full force and effect for as long as I am enrolled in any class or program at the University, and thereafter for as long as I owe any amount of money to the University.

---

***Student Name***

---

***Student ID Number***

---

***Student Signature***

---

***Date***