



## Student Financial Responsibility Agreement

### **Payment of Fees/Promise to Pay**

I understand that when I register for any class at Upper Iowa University or receive any service from Upper Iowa 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 as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which Upper Iowa 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 at Upper Iowa University. 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.

### **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 Upper Iowa University by the scheduled due date, Upper Iowa University 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 Upper Iowa University by the scheduled due date, Upper Iowa University may assess a \$25.00 late payment to my student account until my past due account is paid in full.

**Collection Agency Fees:** I understand and accept that if I fail to pay my student account bill or any monies due and owing Upper Iowa University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Upper Iowa University may refer my delinquent account to a collection agency. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage of my delinquent account, together with all costs and expenses, including 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.

### **COMMUNICATION**

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

**Contact:** I authorize Upper Iowa 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 Upper Iowa University, or to receive general information from Upper Iowa University. I authorize Upper Iowa 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 phone by submitting my request in writing.



**Updating Contact Information:** I understand and agree that I am responsible for keeping Upper Iowa University records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure Upper Iowa University has in place. Upon leaving Upper Iowa University for any reason, it is my responsibility to provide Upper Iowa University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Upper Iowa University.

### **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 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 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 resulted in a credit balance that was refunded to me. I agree to allow financial aid I receive to pay any and all charges assessed to my account at Upper Iowa University 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 Upper Iowa 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 further understand that this authorization will remain in effect until I rescind it and that I may withdraw it at any time by following the instructions at Upper Iowa University.

### **METHOD OF BILLING**

I understand that Upper Iowa 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.

**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 Upper Iowa 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 that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Upper Iowa University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Upper Iowa University.

### **Withdrawal**

If I decide to completely withdraw from Upper Iowa University, I will follow the instructions and procedure, noted in the [University catalog](#), in place with Upper Iowa University which I understand and agree are incorporated herein by reference.



### **Privacy Rights & Responsibilities**

I understand that Upper Iowa University is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Upper Iowa University from releasing any information from my education record without my permission. Therefore, I understand that if I want Upper Iowa University to share information from my education record with someone else, I must grant [FERPA permissions](#) to those whom I wish to have information released. I further understand that I may revoke my permission at any time as instructed in the same procedure.

### **IRS 1098-T Form**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Upper Iowa 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 Upper Iowa University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

### **GOVERNING LAW AND CHOICE OF FORUM**

This Agreement is governed by and shall be construed in accordance with the laws of the State of Iowa. The parties agree to submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Fayette County Iowa, District Court.

### **ENTIRE AGREEMENT**

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