

## Financial Responsibility Agreement

### PAYMENT OF FEES/PROMISE TO PAY

**I understand that when I register or enroll in any class at Baylor University (Baylor) or receive any service from Baylor, 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 at Baylor and acceptance of the terms of this Financial Responsibility Agreement (Agreement) 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 Baylor 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 scheduled due date as reflected in emails to me; in the invoices, statements, and schedules within the *My Account* tab of Baylor's electronic billing called the E-Bill System; or in the following link: [www.baylor.edu/sfs/duedates](http://www.baylor.edu/sfs/duedates). These three sources for the due date information are hereinafter collectively referred to as the "PUBLISHED/ASSIGNED DUE DATE".

I understand that, regardless of any expected reliance on third-party resources, including but not limited to financial aid, family resources, employer reimbursement, government assistance, or any other external resources, I remain personally responsible for paying any and all outstanding balances. I further understand and agree that Baylor may charge, credit or deduct all or any part of the amounts due as a result of my registration and/or receipt of services against any deposits or accounts that I may have with Baylor, at any time and without notice.

### DROP/WITHDRAWAL

**In order to receive a full refund of applicable paid tuition and fees or a credit for applicable assessed tuition and fees, I must drop my classes via BearWeb or notify the Cashier's Office by email at [Cashiers\\_Office@baylor.edu](mailto:Cashiers_Office@baylor.edu) before the first class day of a term.** I understand and agree that if I drop or withdraw from some or all of my classes on or after the first class day, I will be responsible for paying all or a portion of tuition and fees in accordance with the published refund schedule at [www.baylor.edu/sfs/refunds](http://www.baylor.edu/sfs/refunds), which I have read, understand, and agree is incorporated herein by reference. I further understand that my failure to attend class or my failure to review my E-Bill does not absolve me of my financial responsibility as described above. If I decide to completely withdraw from Baylor, I will follow the instructions at [www.baylor.edu/support\\_programs/withdraw](http://www.baylor.edu/support_programs/withdraw), which I have read, understand, and agree are incorporated herein by reference.

### DELINQUENT ACCOUNT/COLLECTION

**Financial Hold:** I understand and agree that if I fail to complete financial settlement or pay my student account balance or any monies due and owing Baylor by the scheduled due date as reflected in the PUBLISHED/ASSIGNED DUE DATE, Baylor may place a financial hold on my student account, preventing me from registering for future classes or obtaining transcripts.

**Late Payment Charge:** I understand and agree that if I fail to complete financial settlement or pay my student account balance or any monies due and owing Baylor by the scheduled due date as reflected in the PUBLISHED/ASSIGNED DUE DATE, Baylor may impose an administrative late charge and any other charges and/or fees permitted by law for the collection of the amount due. Baylor may add the administrative late charge to my student account.

**Collections:** I understand and agree that if I fail to complete financial settlement or pay my student account balance or any monies due and owing Baylor by the scheduled due date as reflected in the PUBLISHED/ASSIGNED DUE DATE, I may enter into a written payment plan on terms acceptable to Baylor. If I otherwise fail to make acceptable payment arrangements to bring my account current, including but not limited to entering into a written payment plan on terms acceptable to Baylor, or if I fail to make payments as agreed under such payment plan or as originally specified in the PUBLISHED/ASSIGNED DUE DATE, Baylor may refer my delinquent account to a third party for collection. The third party may be a debt collection agency or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for reasonable and necessary attorney fees and costs. I understand that my delinquent account may be reported to one or more of the national credit bureaus.

**No Excess Interest:** No provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess interest is provided for herein, or is adjudicated to be provided for herein, the provisions of this paragraph shall govern, and I shall not be obligated to pay the excess of the interest provided for herein over the maximum permitted by law. If an amount in excess of the maximum permitted by law is contracted for, received, charged, collected, or applied as interest, it shall be construed as a mutual mistake of the parties, and any excess paid to Baylor shall be credited as principal, or, if the loan has been repaid, refunded to me or the party entitled thereto. All sums paid or agreed to be paid to Baylor hereof for the use, forbearance, or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of this Agreement.

### **CREDIT AND DEBIT CARD PAYMENTS**

I understand that Baylor uses a third-party servicer to process all credit card and debit card payments and that credit card and debit card payments will be assessed a convenience fee which is due and payable at the time of payment. I agree to pay such convenience fees if I make payment via credit or debit card.

### **COMMUNICATION**

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

**Contact:** I authorize Baylor 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 amounts I owe to Baylor, or to receive general information from Baylor. I authorize Baylor 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 Cashier's Office or in writing to the applicable contractor or agent contacting me on behalf of Baylor.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Baylor records up to date with my current physical addresses, email addresses, and phone numbers via BearWeb. Upon leaving Baylor for any reason, it is my responsibility to provide Baylor with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Baylor.

**Authorized Users:** I understand and agree it is my responsibility to notify my parent(s)/legal guardian of my account balance or set up my parent(s)/legal guardian as an Authorized User to access my statement and account activity through the authorized user link located at [www.baylor.edu/ebill](http://www.baylor.edu/ebill).

### **FINANCIAL AID**

I understand that aid described as "estimated" on my student account, E-Bill, or Financial Aid Award does not represent actual or guaranteed payment of that aid to me, 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.

### **METHOD OF BILLING**

I understand that Baylor uses electronic billing (E-Bill System), as described in the first paragraph above, as its official billing method, and therefore I am responsible for viewing and paying my student account by the scheduled due date reflected in the PUBLISHED/ASSIGNED 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 [www.baylor.edu/ebill](http://www.baylor.edu/ebill).

### **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 Baylor.

#### **INSTALLMENT PAYMENT PLANS**

If I enter into a payment plan agreement and fail to make payment(s) by the due date(s), I may be prevented from registering for future classes or obtaining transcripts until my account is current. Payments that are returned as a result of insufficient funds or due to a stop payment do not constitute payment. Baylor also has the other remedies set out herein and in the payment plan agreement.

#### **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 \$25. I understand that if multiple payments are returned, my payment methods may be restricted to a manner which provides for immediate guaranteed payment. If I am allowed to register on the basis of a payment that is returned, my class schedule may be cancelled if the payment is not replaced within two business days from the date of Baylor's notice of returned payment to me.

#### **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand that Baylor is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Baylor from releasing any information from my education record without my written permission. Therefore, I understand that if I want Baylor to share information from my education record with someone else, I must provide written permission by following the procedure outlined at [www.baylor.edu/registrar/ferpa](http://www.baylor.edu/registrar/ferpa). I further understand that I may revoke my permission at any time as instructed in the same procedure.

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

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Baylor 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 Baylor, 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 Baylor. 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 [www.baylor.edu/sfs/1098t](http://www.baylor.edu/sfs/1098t).

#### **STUDENT AGE**

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

#### **GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Venue of any action pertaining to this Agreement shall be in McLennan County, Texas.

#### **ENTIRE AGREEMENT**

This Agreement supersedes all prior understandings, representations, negotiations, and correspondence between the student and Baylor, 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.