

University of Denver
FINANCIAL RESPONSIBILITY AGREEMENT

By agreeing to the terms and conditions of this Financial Responsibility Agreement (“Agreement”), I understand and agree to accept full financial responsibility for the payment of tuition and all other applicable fees assessed based upon my registration to attend classes at the University of Denver owned and operated by Colorado Seminary (“DU”) or my receipt of any service from DU in connection therewith. I further understand and agree that tuition and fees will be added to an account with DU which I automatically establish by registering for classes (“Student Account”). This Agreement covers my financial obligations to DU for as long as I continue to incur financial obligations to DU by registering to attend DU, receive services from DU and/or have an outstanding balance on my Student Account.

1. Use of Account- I authorize DU to add to my Student Account all tuition and all other applicable fees incurred by me as a result of registering to attend DU and receiving services from DU. I understand that once I have registered if I do not officially drop by the 100% refund deadline, I am responsible for tuition and fees charged to my Student Account. I am aware that the Drop/Refund and Withdrawal Deadlines are published at www.du.edu/registrar and understand that I am bound by the Drop/Refund and Withdrawal Deadlines.

2. Promise to pay – Registration to attend classes at DU constitutes a financial obligation between DU and me. In accordance with DU policy, listed at www.du.edu/bursar, I acknowledge that any tuition, fees (including housing or meal plan fees) and fines that are not paid in full by the payment due date, the amount of funds erroneously disbursed to me, and any other financial obligations to DU will automatically be considered past due and/or owing and incur applicable late payment fees as listed at <http://www.du.edu/bursar/tuition/index.html>. I acknowledge that I have read and understood the payment due dates and that the applicable payment due dates are expressly incorporated in this Agreement by reference. I understand that if any of my financial obligations to DU are not paid in full by the payment due dates or any funds erroneously disbursed to me are not returned to DU, DU will, to the extent permitted by law, refuse to allow me to register for additional classes, withhold release of my transcripts and diploma and take action against me to collect any unpaid or unreturned amounts owing under my Student Account, including assignment of the Student Account for collections, in which case I am responsible for paying any additional fees and costs incurred to collect the Student Account. I understand that amounts owing under my Student Account are amounts incurred by me to pay qualified higher education expenses and, pursuant to 11 U.S.C § 523(a)(8), might not be discharged in bankruptcy. I further understand that my failure to attend class does not absolve me of my financial obligations as described above.

3. Student Account, Billing Statement and 1098-T– I understand and agree that DU communicates all Student Account information via electronic services using online secured portals via PioneerWeb at <https://pioneerweb.du.edu> and DU may send me important notices via my DU-issued e-mail account. I agree to review my Student Account history available on PioneerWeb prior to and after registering for classes and before the payment due date each term. I further understand that the IRS Tax 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 DU-issued email account. If I wish to opt out of electronic delivery of the 1098-T tax form, I must notify the Bursar’s Office in writing. I agree that it is my responsibility to review my PioneerWeb Student Account status and my DU-issued email account regularly. Failure by me to view my Student Account or DU-issued email account or receive any 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.

4. Other Fees

Returned Check Fee – A returned check fee in the amount of \$20.00 will be added to my Student Account for any check returned by my financial institution. DU reserves the right to pursue all legal remedies available to collect on any returned check.

Late Payment Fee – A late payment fee equal to the greater of \$75.00 or 1.5% of the unpaid balance may be assessed each month that my Student Account has an overdue outstanding balance. The late payment fee will accrue monthly until the outstanding balance is paid in full. More information, including the late fee waiver process, can be found at <http://www.du.edu/bursar/tuition/latepayment.html>.

5. Payments – Payments and credits posted to my Student Account after the due date or totaling less than the entire balance owed to DU will reduce the balance due as of the date posted but will not remove restrictions and holds on registration, diplomas, and transcripts. All payments received will be applied to my unpaid Student Account balance. Any

excess amount paid to my Student Account will be automatically refunded to me without a request on my part, in accordance with DU's refund policy listed at <http://www.du.edu/bursar/tuition/refunds.html>.

Please note: *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 DU to automatically apply an upcoming financial aid refund to a past due balance from a prior aid year. If a refund of financial aid is expected to pay off a prior term balance from a previous financial aid year, then I understand that I will need to personally receive the refund and pay the balance due separately at the Cashier's Office, <http://www.du.edu/bursar/cashier/index.html>. Title IV Federal Financial Aid will automatically pay the current year institutional charges (.i.e. tuition, fees, etc.) and up to \$200 of the prior year institutional charges.*

6. Collection Agency – If DU's internal collection efforts have failed to induce me to pay the amount due on my Student Account, my Student Account will be sent to a collection agency and may be reported to one or more credit bureau reporting service(s). I explicitly authorize DU to release my personal and financial information under those circumstances. If DU is required to retain a collection agency, then, to the extent permitted by applicable law, I agree to reimburse DU all reasonable collection costs, including but not limited to attorney fees and expenses incurred by DU. I also acknowledge that collection agency fees may be based on a percentage (up to the maximum of 40% of the collected balance) and that all such fees will be added to my Student Account.

7. Notices – All notices required to be given by DU in connection with my Student Account shall be sent to my DU-issued email account and deemed received when the email enters the DU information processing system for my DU-issued email account. Student Account information is considered received when the information is posted on the secure student portal via PioneerWeb. Any notices sent to my mailing address are deemed to have been delivered on the day they are deposited in the United States mail, properly addressed and with postage prepaid. It is my responsibility to keep all of my contact information up to date.

8. Telephone Consumer Protection Act (TCPA) and Colorado Fair Debt Collection Practices Act – I authorize DU and its respective agent(s) and contractors, including collection agencies, to contact me regarding my Student Account at the current or any future telephone number provided by me for my landline, cellular phone or other wireless device for the purpose of receiving notifications pursuant to this Agreement using automated telephone dialing equipment or artificial or pre-recorded voice or text messages and in compliance with the requirements of the Colorado Fair Debt Collection Practices Act, section 12-14-101 et seq., C.R.S. Furthermore, I understand that I may withdraw my consent by submitting my request in writing to the Bursar's Office or in writing to the applicable contractor or agent contacting me on behalf of DU.

9. Entire Agreement, Change of Terms – This Agreement supersedes all prior understandings, representations, negotiations and correspondence between me and DU, constitutes the entire agreement between me and DU with respect to the matters described, and shall not be modified or affected by any course of dealing or course of performance. DU reserves the right to change the terms of this Agreement at any time. Notice of such a change will be provided on my student portal via PioneerWeb, and will allow me the opportunity to pay my Student Account in full if I dispute the change. It is my responsibility to ensure that I am aware of any changes, including changes to any and all tuition and fees. Changes may apply to all outstanding balances and to any future transactions on my Student Account.

10. Billing Rights Summary – In case of errors, inaccuracies, or questions about my Student Account, or if I need more information about a transaction on my Student Account, I will write or call the Bursar's Office immediately via the address or phone number provided at <http://www.du.edu/bursar/index.html>.

11. Governing Laws – 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.

I agree that I have carefully read this statement, fully understand it, and agree to be legally bound by it.

Student Name: _____

Student DU ID: _____

Student Signature: _____

Date: _____