University of Delaware Financial Responsibility Agreement

TUITION & FEES

- I understand when I register for any class at the University of Delaware or receive any service from the University of Delaware, 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 my registration and acceptance of these terms constitutes a contractual 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 the University of Delaware 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 if I drop or withdraw from some or all of the classes for which I register after the last date to add or drop courses (as noted in the <u>Academic Calendar</u>), I will be responsible for paying all tuition. I further understand my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.
- In the event of a natural disaster, public health emergency, epidemic, pandemic, extreme weather, acts or threatened acts of terrorism or war, or any act(s) or event(s) beyond the University of Delaware's control (including an executive order forbidding in-person instruction as occurred during Spring 2020), the University of Delaware may suspend, reduce, terminate and/or modify its operations, in whole or in part, which may or may not include offering online or other alternative learning options. In any such event, the University of Delaware is under no obligation to refund or credit any portion of tuition, fees, or other charges paid or owed.

DELINQUENT ACCOUNT/COLLECTION

- **Financial Hold**: I understand and agree if I fail to pay my student account bill or any monies due and owing the University of Delaware by the scheduled due date, the University of Delaware will place a financial hold on my student account, preventing me from registering for future classes, obtaining transcripts, or receiving my diploma.
- Late Payment Charge: I understand and agree if I fail to pay my student account bill or any monies due and owing the University of Delaware by the scheduled due date, the University of Delaware will assess late payment fees at the rate of \$55 per month (\$25 per month if I have enrolled in the monthly installment plan) on my student account until my past-due account is paid in full.
- Collection Agency Fees: I understand and accept if I fail to pay my student account bill or any monies due and owing the University of Delaware by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, the University of Delaware may refer my account to a collection agency. 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 will 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 the University of Delaware uses email as an official method of communication with me and that, therefore, I am responsible for reading the emails I receive from the University of Delaware on a timely basis.
- Contact: I authorize the University of Delaware and its agents and contractors to contact me at my current and any future cellphone 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 of Delaware, or to receive general information from the University of Delaware. I authorize the University of Delaware and its agents and contractors to use automated telephone dialing equipment, artificial or prerecorded 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 or text my cellphone using automated telephone dialing equipment by submitting a clear revocation request to Student Financial Services or to the applicable contractor or agent contacting me on behalf of the University of Delaware.
- Updating Contact Information: I understand and agree that I am responsible for keeping the
 University of Delaware records up to date with my current mailing addresses, email addresses,
 and phone numbers by following the procedure on the Registrar's personal information
 webpage. The linked procedure is incorporated herein by reference. Upon leaving the University
 of Delaware for any reason, it is my responsibility to provide the University of Delaware with
 updated contact information for purposes of continued communication regarding any amounts
 that remain due and owing to the University of Delaware.

ENTIRE AGREEMENT

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

SEVERABILITY CLAUSE

 If any provision, term, or clause of this Agreement is declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, this Agreement shall be deemed severable, and all other provisions, terms, and clauses of the Agreement will remain valid and binding on the Parties

FINANCIAL AID

- I understand aid described as "estimated" or "pending" on my Financial Aid Award or on My
 Finances 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 specific aid program.
- I understand 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 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 or changed registration status (e.g. full time to part time), I agree to repay all revoked aid disbursed to my account and resulted in a credit balance refunded to me.
- I agree to allow financial aid I receive to pay any and all charges assessed to my account at the University of Delaware such 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 any federal Title IV financial aid I receive, except for Federal Work Study (FWS) wages, will first be applied to any outstanding balance on my account for tuition, fees, and 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 the University of Delaware 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. In addition, I authorize the University to use Title IV funds to pay other education-related charges from the prior year for a total of not more than \$200. I further understand this authorization will remain in effect until I rescind it, and I may withdraw it at any time by contacting Student Financial Services.
- Prizes, Awards, Scholarships, Grants: I understand all prizes, awards, scholarships, and
 grants awarded to me by the University of Delaware will be credited to my student account
 and applied toward any outstanding balance. I further understand my receipt of a prize,
 award, scholarship, or grant is considered a financial resource according to federal Title IV
 financial aid regulations and may, therefore, reduce my eligibility for other federal and/or
 state financial aid (i.e., loans, grants, Federal Work Study), which if already disbursed to my
 student account, must be reversed and returned to the aid source.

METHOD OF BILLING

• I understand the University of Delaware uses electronic billing (e-bill) as its official billing method; therefore, I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand failure to review my e-bill does not constitute a valid reason for paying my bill after the due date. E-bill information is available to me and authorized users by logging into the My Finances billing and aid system.

BILLING ERRORS

I understand administrative, clerical, financial aid, billing, or payment application 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 of
Delaware.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENT

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

WITHDRAWAL

If I decide to completely withdraw from the University of Delaware, I will follow the instructions
on the Registrar's withdrawal webpage, which I understand and agree are incorporated herein
by reference.

PRIVACY RIGHTS & RESPONSIBILITIES

• I understand the University of Delaware is bound by the Family Educational Rights and Privacy Act (FERPA), which prohibits the University of Delaware from releasing any information to third-parties, other than directory information, from my education record without my written permission. Therefore, I understand if I want the University of Delaware to share information from my education record with someone else, I must provide written permission by following the procedure outlined on the Registrar's FERPA webpage. I further understand I may revoke my permission at any time as instructed in the same procedure.

INTERNAL REVENUE SERVICE (IRS) FORM 1098-T

• I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to the University of Delaware upon request as required by IRS regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to the University of Delaware, 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 the University of Delaware. I understand if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand I can withdraw this consent or request a paper copy by contacting Student Financial Services.

STUDENT AGE

• I understand and agree if I am younger than the applicable age of majority when I execute this agreement, the educational services provided by the University of Delaware are a necessity, and I am contractually obligated pursuant to the "doctrine of necessaries."



By selecting the "I accept" button below, I understand and agree that I am signing this agreement electronically and my electric signature is the legal equivalent of my manual signature of this agreement under Delaware state law. I understand and agree that the electronic signature appearing on this agreement is the same as my handwritten signature for purpose of validity, enforceability, and admissibility. The "I accept" button will be unavailable until you check the box above and complete the information below:

<u>Student Name:</u> First name, last name <u>UDID:</u> XXXXXXXXX

Email address: username@udel.edu **Date:** mm/dd/yyyy

I Accept

The Student Financial Responsibility Agreement (SFRA) is a mandatory agreement that outlines financial obligations and responsibilities for attendance at the University of Delaware. All students must complete the SFRA each year to have access to university services including registration. Please refer to the SRFA FAQs in <u>askSFS</u> for additional information.