# Clarion University of PA Financial Terms and Conditions Agreement

#### **PAYMENT OF FEES/PROMISE TO PAY**

I understand that when I register for any class at Clarion University of PA or receive any service from Clarion University of PA I accept full responsibility to pay all tuition, fees and other associated costs assessed, including late fees and interest, 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 Clarion University of PA 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 (whether voluntarily or involuntarily), I will be responsible for paying all or a portion of tuition, fees and costs in accordance with the published tuition refund schedule at <a href="www.clarion.edu/refundpolicy">www.clarion.edu/refundpolicy</a>. 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.

I understand that, despite my expectations for payment from financial aid or other sources, I am ultimately responsible for all charges incurred and costs assessed.

# **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 to Clarion University of PA by the scheduled due date, Clarion University of PA will place a financial hold on my student account, preventing me from registering for future classes or on campus housing, 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 to Clarion University of PA by the scheduled due date, Clarion University of PA will assess the following late fees:

Unpaid Balance	Late Fee	
\$100 - \$999.99	\$10	
\$1000 - \$1999.99	\$20	
\$2000 - \$3999.99	\$40	
\$4000+	\$50	

Maximum Late Fees per Semester = \$150

**Collection Agency Fees:** I understand and accept that if I fail to pay my student account bill or any monies due and owing to Clarion University of PA by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Clarion University of PA may refer my delinquent account to the Commonwealth of Pennsylvania Office of Attorney General and/or

collection agencies. I further understand that I am responsible for paying any collection fee which may be based on a percentage at a maximum of 25% percent 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 Clarion University of PA uses e-mail to your official **Clarion University eaglemail account** as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from Clarion University of PA on a timely basis.

**Contact:** I authorize Clarion University of PA 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 Clarion University of PA, or to receive general information from Clarion University of PA. I authorize Clarion University of PA 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 to Student Financial Services at stfinservice@clarion.edu or in writing to the applicable contractor or agent contacting me on behalf of Clarion University of PA.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Clarion University of PA records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at <a href="http://www.clarion.edu/about-clarion/computing-services/myclarion/for-students.html">http://www.clarion.edu/about-clarion/computing-services/myclarion/for-students.html</a>. The linked procedure is incorporated herein by reference. Upon leaving Clarion University of PA for any reason, it is my responsibility to provide Clarion University of PA with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Clarion University of PA.

#### **ENTIRE AGREEMENT**

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

#### **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.

**Prizes, Awards, Scholarships, Grants:** I understand that all prizes, awards, scholarships and grants awarded to me by Clarion University of PA will be credited to my student account and applied toward any outstanding balance. I further understand that 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, may need to be reversed and returned to the aid source.

I agree to allow Non-Federal Title IV financial aid I receive to pay any and all charges assessed to my account at Clarion University of PA 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.

#### METHOD OF BILLING

I understand that Clarion University of PA 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. E-bill information is available at <a href="http://www.clarion.edu/tuition-and-financial-aid/billing-and-payments/index.html">http://www.clarion.edu/tuition-and-financial-aid/billing-and-payments/index.html</a>.

#### **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 Clarion University of PA.

#### 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 \$40. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Clarion University of PA may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Clarion University of PA

# **WITHDRAWAL**

I understand that I must abide by the official university policies regarding withdrawal from the university. Withdrawal from the university, whether voluntary or at the direction of the university, does not exempt me from payment in full for charges incurred while attending the university. Similarly, simply ceasing attending courses does not exempt me from the payment of the course or courses. If I decide to completely withdraw from Clarion University of PA, I will review the Refund Policy found at <a href="http://www.clarion.edu/tuition-and-financial-aid/billing-and-payments/refunds.html">http://www.clarion.edu/tuition-and-financial-aid/billing-and-payments/refunds.html</a> and the withdrawal policy at <a href="http://www.clarion.edu/academics/registrars-office/for-students/how-to.html">http://www.clarion.edu/academics/registrars-office/for-students/how-to.html</a>.

If I reduce my credit load after the 100% drop period, I understand that I will not be eligible for a refund. I will follow the instructions at <a href="www.clarion.edu/refundpolicy">www.clarion.edu/refundpolicy</a> or in the catalog or other policy which I understand and agree are incorporated herein by reference.

# **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand that Clarion University of PA is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Clarion University of PA from releasing any information from my education record without my written permission. Therefore, I understand that if I want Clarion University of PA to share information from my education record with someone else, I must provide written permission by following the procedure outlined at <a href="http://www.clarion.edu/academics/registrars-office/confidentiality-of-student-records/">http://www.clarion.edu/academics/registrars-office/confidentiality-of-student-records/</a>. 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 Clarion University of PA 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 Clarion University of PA, 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 Clarion University of PA. 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 <a href="http://www.clarion.edu/tuition-and-financial-aid/billing-and-payments/1098-t-information.html">http://www.clarion.edu/tuition-and-financial-aid/billing-and-payments/1098-t-information.html</a>.

#### **GOVERNING LAW**

I understand and agree that the provisions of this Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law's provisions) and the decisions of the Pennsylvania courts. I consent to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. I agree that any such court shall have in personam jurisdiction over it, and consent to service of process in any matter authorized by Pennsylvania law.

# SIGNATURE LANGUAGE

I understand by checking this box I am acknowledging that I am 18 years of age and have read this entire agreement and am legally bound to these financial terms and conditions, which are binding upon me, my heirs, executors, administrators, successors and assigns.

I understand and agree that if I am younger than 18 years of age when I execute this agreement I will be required to obtain a signature from my parent or guardian agreeing to this Financial Terms and Conditions Agreement.

	Term/Session	
Student's Name	Clarion ID	
Student signature (Parent/Guardian if student is a minor)	Date	

Completed forms should be returned to: Registrar's Office, 840 Wood Street, Clarion, PA 16214