PAYMENT AGREEMENT FORM

Dear Student:

The following is the Agreement between us (Colorado Community College System) and you, regarding our delivery of educational services for which you agree to pay in the future in accordance with this agreement. The Colorado Community College System includes Arapahoe Community College, Community College of Aurora, Community College of Denver, Colorado Northwestern Community College, Front Range Community College, Lamar Community College, Morgan Community College, Northeastern Junior College, Otero Community College, Pueblo Community College, Pikes Peak Community College, Red Rocks Community College, Trinidad State Junior College, and the System Office hereinafter collectively referred to as `the College'. By allowing charges to be applied to your student account, you will be bound by this Agreement.

1. Use of Account - You authorize us to add to your account all tuition, fees, and other charges incurred by you as a result of attending the College.

2. Promise to pay - By registering for classes or authorizing charges to be added to your account, you represent to us that you have the intention and ability to pay and you promise to pay for all charges placed on your account as well as any service fees or collection agency fees, if any, that may be due. This includes subsequent registrations for this term and any part of term within this term of registration. It also includes 100% of the tuition and fees for all withdrawn courses.

3. Student Account and Billing Statement - Student Account activity is available electronically via the student portal. In addition, the College may send electronic billing statement notices to the student's College-issued email address on record. The College may also send paper billing statements to the student's physical address on record with the college of attendance, but is not required to do so. Failure by a student to view their Student Account or receive any billing statement does not constitute valid grounds for waiving late payment penalties, collection fees, or registration, grade, diploma or transcript holds.

4. Minimum Payment - Billed tuition, fees, and other charges are due in full by the payment deadline determined by each college. Check with your college of attendance for more information. Accounts not paid in full by the college deadline will be placed on hold for future registration, grades, diplomas, and transcripts. This hold on services includes all Colorado Community Colleges.

5. Types of Payments - The College is able to accept payment on your account by cash, check, money order, and most major credit cards. Deferred payment plans and third party payer authorizations may also be available at the college of attendance. Check with your college of attendance for more information. Payments are accepted in person or by mail at the cashier's office of the College. Credit card payments are accepted online through your student web portal. For more information on paying online, contact the cashier's office at the College you are attending. Students who have previously provided a check that was dishonored by their financial institution (insufficient funds check or EFT) and students who have previously filed bankruptcy may be required to pay in cash or with other certified funds. Check with your college of attendance for more information.

6. Other Fees

- **Returned Check Fee** - A returned check fee will be added to your account for any check returned by your financial institution. The College reserves the right to pursue all legal remedies available to collect on a returned check.
- **Collection Agency Fees -** Collection agency fees will be assessed on the unpaid balance of your account, including internal collection fees of no more than 40% of the unpaid balance, after internal collection efforts have failed to induce you to pay your account or enter into a payment Agreement. Your account will be sent to a collection agency and may be reported to one or more credit bureau reporting service(s). To the extent permitted by applicable law, you agree to pay all costs, fees and disbursements, including collection fees and reasonable attorney's fees, incurred by us in legal proceedings to collect or enforce your indebtedness.
- **Interest-**The college you are attending or the collection agency may assess interest on the unpaid portion of your past due student account. Interest may be assessed up to the maximum permitted under Colorado law.

7. Payments - Payments and credits posted after the due date totaling less than the entire balance owed to your college will reduce the balance due as of the date posted but will not remove restrictions and holds on registration, grades, diplomas, and transcripts. All payments received will be applied to the billed unpaid balance. Payments made to your account through the Office of Financial Aid will be applied as mandated by the State, the Federal government or the organization providing the funds. Any excess amount paid to your account through the Office of Financial Aid will be automatically refunded to you, without a request on your part. If you have activated your Higher One card, your refund will be processed according to the refunding preference you established with Higher One. If you do not have a Higher One account a check will be mailed to your current address on file.

Please note: Federal financial aid regulations do not permit the College to automatically apply your upcoming financial aid refund to a past due balance from a previous term. If you expect a refund of financial aid to pay off a prior term balance from a previous financial aid year, you will need to personally receive the refund and then separately pay your balance due at the Cashier's Office for your college of attendance. Similarly, financial aid received for one college may not be applied to a balance you owe at a different Colorado Community College.

8. Hold on Services - The Colleges will not permit you to register for classes, release a diploma, or provide a transcript, if you have an outstanding financial obligation to **any** of the Colleges other than a loan that is not yet due or on which payments are current. In addition, the Colleges may withhold other services if you have an outstanding financial obligation with any other school within the Community College System.

9. Credit Reports - We may release information to credit reporting agencies about our experience with your account. We may obtain a credit report on you at any time in the future to review your account and information from that review may be used to influence your ability to obtain credit with the College.

10. Entire Balance Due - If you fail to make a required payment when due or break any other promise under this Agreement or a separate payment Agreement, we can declare the entire balance of your account due and payable at once without notice or demand.

11. Removal from Classes - The College reserves the right to drop your enrollment in class for failure to abide by this Agreement or any other payment Agreement you have entered into with the College.

12. Collection Fees - To the extent permitted by applicable law, you agree to pay all fees and disbursements and to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 40% of the debt, and all costs and expenses, including reasonable attorney's fees, we incur in such collection efforts or in legal proceedings to collect or enforce your indebtedness.

13. Bankruptcy - Enrollment in (a) class(es) constitutes a financial obligation between the student and the College. Any and all services received by the student under this Agreement are for educational purposes and constitute an educational loan pursuant to 11 U.S.C. § 523(a) (8) that is non-dischargeable in bankruptcy.

14. Telephone Consumer Protection Act (TCPA) - I authorize the College and their respective agent(s) and contractors to contact me regarding my loan request or my loans(s), including repayment of my loan(s), at the current or any future telephone number either provided or acquired for my cellular phone or other wireless device using an automated telephone dialing equipment or artificial or pre-recorded voice or text messages.

15. Change of Terms - The College may change the terms of this Agreement at any time. The College will provide notice of such change on your student portal account and allow you the opportunity to pay your account in full if you dispute the change. It is your responsibility to ensure you are aware of any changes, including changes to any and all tuition and fees. Changes may apply to all outstanding unpaid indebtedness and to any future transactions on your account.

16. Disclaimer of Liability - The College offers your account in our own interests and disclaims any duty or responsibility other than those expressly set forth in this Agreement.

17. Assignment - The College may assign your account and any of our rights under this Agreement without your consent or notice to you.

18. Governing Laws - This Agreement will be 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.

19. Notices - All notices required to be given by the College in connection with your account shall be deemed to have been delivered on the day when they are deposited in the United States mail, properly addressed and with postage prepaid. Any *notice by email is considered received when the email enters the information processing system that the recipient has designated or uses for the purpose of receiving email. Student account information is considered received when the information is posted on the student portal.*

20. Billing Rights Summary - In case of errors or questions about your account, if you think your account is inaccurate, or if you need more information about a transaction on your account, write to the College immediately at the address shown on your bill, or call the College Cashier's Office at the number on your bill.

21. State of Colorado Offset - As an agency of the State of Colorado, the College has the authority to intercept state income tax refunds or other funds due you from the State of Colorado (vendor, lottery, gaming etc.) for debts owed to the state.

Term/Year _____ **Student ID** _____

Student Name _____

Student Signature _____ **Date** _____

**In order to register for classes, students under the age of 18 must complete this Agreement in paper form with student and parent signatures.*

**Parent/Legal Guardian Name (Print)* _____

**Parent/Legal Guardian Signature* _____ *Date* _____

MORGAN COMMUNITY COLLEGE

Return Signed, Printed form to:
MCC Student Services
920 Barlow Road Ft. Morgan, CO 80701
or Image & email to
student.services@morgancc.edu
or FAX 970-542-3114

Print Form

OFFICE: SGAUSDF Line 8