

## **STUDENT FINANCIAL RESPONSIBILITY AGREEMENT**

This Agreement is made by and between you and the Colorado Community College System, including 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 College, Pueblo Community College, Pikes Peak State College, Red Rocks Community College, Trinidad State College, and the System Office, hereinafter collectively referred to as the “College”.

I agree that at registration, all tuition, fees, and other associated costs will be added to my account, and I accept full responsibility to pay my account by the payment deadline

The College is able to accept payment on your student account by check, money order, and most major credit cards. Deferred payment plans and third party payer authorizations may also be available upon checking with the College. The College reserves the right to terminate a payment plan at any time and demand immediate payment. Payments made to your student account through the Office of Financial Aid will be applied by the State government, the Federal government, or the organization providing the funds. Any excess amount paid to your student account through the Office of Financial Aid will be automatically refunded to you.

I agree that my registration and acceptance of these terms constitutes a financial obligation agreement under federal law. My acceptance of the Student Financial Responsibility 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 the College is providing me educational services and deferring some or all of my payment obligations for those services. All outstanding tuition account balances are also considered qualified educational loans subject to future repayment per United States Internal Revenue Code 221, and as such, my student account balance is exempt from discharge under the federal bankruptcy code, 11 USC (USC) § 523(a)(8). I understand this means my obligations are not dischargeable in Bankruptcy.

I agree to regularly monitor my online student account for billing statements and keep my contact information up to date

I am responsible for keeping the College records up to date with my current physical address, email addresses, and phone numbers by notifying my College’s Registrar’s Office in writing. Upon leaving the College for any reason, it is my responsibility to provide the College with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the College. The College may also obtain updated contact information for me from other sources.

I give the College or its agents permission to contact me on any phone number or at any address I provide to the College (or any future phone number or address obtained by the College or its agents from outside sources) regarding my student account(s)/loan(s)

I authorize the College and its agents 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. I understand that I may withdraw my consent to call my cellular phone by submitting my request in writing to the College or to the applicable contractor or agent contacting me on behalf of the College.

I agree that technical billing mistakes do not affect my responsibility to pay any amount due

I understand that if I believe there are errors or questions about my student account or I think my student account is inaccurate, I must notify the College immediately.

I agree to drop from a class by the College’s deadline or be responsible for all costs associated with the class

I understand that if I do not officially drop from registered courses during the 100 percent tuition refund/credit period as established by my College, I will be responsible for paying the full tuition amount and any other applicable College fees, including, but not limited to room and board, based on the date that I officially withdraw.

I agree to pay any late fees, finance charges, internal/external collection fees, attorneys’ fees, returned check fees or other late charges associated with any late payments or returned checks

If I fail to pay my student account balance each month by the scheduled due dates, the College will assess a late payment fee until the balance is paid in full.

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 the applicable returned check fee and other late charges. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with the College may result in financial holds

and/or financial suspension, which would prevent me from registering for future classes at the College.

I agree that failure to pay amounts due will result in a hold on my student account and prevent me from registering for classes, etc.

I understand and accept that if I fail to pay my student account bill or any money due and owed to the College by the scheduled due date, the following penalties apply at the discretion of the College:

1. Registration for future classes at the Colorado Community College System will not be allowed.
2. My past due account may be referred to the College for collection and the College may assess internal collection fees of up to 40% of the unpaid balance.
3. My past due account may be referred to a private collection agency and the delinquency may be reported to national credit bureaus.
4. If my account is referred to a private collection agency, I will be responsible for reimbursing the College for any and all collection agency costs, expenses, and fees, including reasonable attorney's fees, incurred in such collection efforts. I understand that any collections costs are charged in addition to the principal, fees and interest due on my student account.

I understand that the College, as a State agency, has the authority to intercept State income tax refunds due to me from the State of Colorado for debts owed to the State.

I agree to be bound by any changes to these payment terms as communicated to my student account

I understand that the College will provide notice of such change to me via my student portal and that I will have the opportunity to pay my account in full if I dispute any changes. I further understand that it is my responsibility to ensure that I am aware of any changes, including changes to any and all tuition and fees.

**FINANCIAL DISCLAIMER FOR THE 2022-23 SCHOOL YEAR:** During the 2022-23 academic year, some or all of the instructional formats may change due to an emergency situation affecting college operations, public safety, or public health, including the COVID-19 pandemic. Tuition and fees are charged at the beginning of the semester and will remain in place regardless of any changes in instructional format. Tuition and fees will not be refunded in the event the curriculum delivery format changes for any part of the 2022-23 academic year.

Students under the age of 18 must complete this Student Financial Responsibility Agreement in paper form with the student and parent signature.

**By signing, I hereby acknowledge that I have read and consent to the Student Financial Responsibility Agreement. I agree that I have carefully read this statement, fully understand it, and agree to be legally bound by it.**

Student Name: \_\_\_\_\_ S#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*If the above signatory is under 18 years of age, the parent or guardian must also complete the following:*

**I am the parent or guardian of the student listed above. I hereby acknowledge that I have read and consent to the Student Financial Responsibility Agreement on behalf of the student. I agree that I have carefully read this statement, fully understand it, and agree to be legally bound by it.**

Parent/Guardian Name: \_\_\_\_\_ Student S#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_