

STUDENT FINANCIAL RESPONSIBILITY AGREEMENT

Office of Business and Finance

45 S. National Ave.

Fond du Lac, WI 54935

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I agree that when I register for any class at Marian University or receive any service from Marian University, I accept full responsibility to pay all tuition, fees and other associated costs assessed as a result of my registration and/or receipt of educational services, by the published or assigned due date. I further 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)) between myself and Marian University.

I agree that this Student Financial Responsibility Agreement will remain in full effect for any and all periods of my enrollment; and for any and all programs in which I enroll and am a student at Marian University regardless of whether or not those periods of enrollment or programs run concurrently.

Marian University will provide me with access to Sabrenet via MyMarian where I will be able to register for classes, access my grades and schedule, view billing information, amounts owed and due dates for such amounts. Marian University will also provide me with access to MyFinancialAid where I can view, accept or decline any financial aid I may be entitled to receive.

By registering for classes at Marian University:

- I promise to pay all assessed tuition and fees as a result of this registration, **unless I cancel prior to the first day of the class.**
- If I do not cancel my class(es) prior to the first day I agree that I will be held responsible for paying all or some portion of tuition and fees based on my date of cancellation.
- I also agree to pay any additional charges I incur including but not limited to charges for room, board, parking, citations, class materials, and other departmental or college charges.
- I agree to reimburse the University the fees of any collection agency, which may be based on a percentage of the debt (maximum 50%), and all costs and expenses.
- I agree that if my account goes to collections, I am subject to credit bureau reporting.

DELINQUENT ACCOUNT/COLLECTION

Financial Hold: I agree that Marian University will place a Financial Hold on my student account if I fail to pay by the designated date. I agree that this financial hold will prevent me from registering for future classes, requesting transcripts, or receiving my diploma.

Late Payment Charge: I agree that Marian University may assess the following charges and penalties to my student account if I fail to pay all charges assessed to my student account in full by the due date:

- 1% monthly service charge on any past due balance.
- Additional \$10.00/month late fee for non-payment.

Non-Sufficient Funds Returned Payment: I agree to repay the original amount of the payment plus a \$35.00 NSF fee if a payment made to my student account is returned by the bank for any reason.

Collection Costs: I agree that Marian University may refer my past due student account at the University for collection and authorize legal action against me for the collection of this debt. I agree to pay all costs of collection incurred by Marian University including but not limited to collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees, reasonable attorney fees and recording fees. I also agree that Marian University may certify my past due balance to the Wisconsin Department of Revenue and make a claim for the total due against refunds, overpayments, lottery payments, or other assets available to the Department in its collection efforts.

Bankruptcy: I agree that funds advanced under this Financial Responsibility Agreement are for educational benefit, and constitute a student loan which is not generally dischargeable under U.S. Bankruptcy Code. Bankruptcy of a financial sponsor in no way changes the underlying financial obligation of the student to pay the account and/or student loans.

COMMUNICATION

Contact and Release of Information: I agree that Marian University uses my assigned University email address as an official method of communication with me, and therefore agree that I am responsible for reading the emails I receive from Marian University on a timely basis. I agree to inform the University of any change in my name, address, telephone number, or social security number in a timely manner. I acknowledge that I am being notified of, and give my consent, as may be required by law, to allow Marian University at its option to report credit information pertaining to myself to credit bureaus and other non-campus third parties and also release my social security number to these non-campus third parties in the conduct of the University's credit granting and collection activities. I authorize Marian University 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 Marian University, or to receive general information from Marian University. I authorize Marian University and its agents and contractors to use automated telephone equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact me.

FINANCIAL AID

I agree 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 agree 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, withdrew, 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.

I agree to allow financial aid I receive to pay any and all charges assessed to my account at Marian University 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 agree that any federal Title IV financial aid that I receive, except for Federal Work Study wages, will first be applied to any outstanding balance on my account for tuition, fees, room and board. Title IV financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, PLUS Loan, and TEACH Grant programs.

Prizes, Awards, Scholarships, Grants: I agree that all prizes, awards, scholarships and grants awarded to me by Marian University 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, must be reversed and returned to the aid source.

METHOD OF BILLING

I agree that Marian University uses both paper and electronic billing. I agree that I am responsible for viewing and paying my student account by the scheduled due date. I further agree that failure to review my bill does not constitute a valid reason for not paying my bill on time. I agree that current charge and credit detail is available to me 24/7 via my MyMarian Sabrenet account.

BILLING ERRORS

I agree 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 Marian University.

PRIVACY RIGHTS & RESPONSIBILITIES

I agree that Marian University is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits the release of any information from my education record without my written permission. I agree that if I want Marian University to share information from my education record with someone else, I must provide written permission utilizing the FERPA release form also found in the Student Forms folder under the Office of the Registrar page. I further agree that I may revoke my permission at any time.

IRS FORM 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Marian University upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. I agree to receive my annual IRS Form 1098-T (tuition statement) in the form of a paper copy which will be mailed to the address I have on file with Marian University.

STUDENT AGE

I understand and agree that if I am younger than the applicable age of majority (18 years old) when I execute this agreement that the educational services provided by Marian University are a necessity, and I am contractually obligated pursuant to the "doctrine of necessities." I further agree that my continued acceptance of educational services provided by Marian University in exchange for payment after I reach the age of majority constitutes ratification of the original agreement.

ENTIRE AGREEMENT

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

READ THIS ENTIRE AGREEMENT CAREFULLY. IT CONSTITUTES A PROMISSORY NOTE CREATING FINANCIAL OBLIGATIONS THAT CANNOT BE DISCHARGED IN BANKRUPTCY. IT ALSO GRANTS TO MARIAN UNIVERSITY THE RIGHT TO WITHHOLD STUDENT AID IF YOU FAIL TO MEET YOUR OBLIGATIONS.

Today's Date: _____

Student ID: _____

Date of Birth: _____

Student Printed Name: _____

Student Signature: _____

ADDITIONAL TITLE IV AUTHORIZATIONS

I authorize and agree to allow Marian University to apply any excess Title IV funds from a current academic year and/or semester to unpaid balances from a previous academic year and/or semester in excess of the current Title IV \$200.00 guideline. I agree that Marian University will refund me any remaining Title IV funds resulting in a credit balance once the previous academic year and/or semester balance is paid in full. I further understand that this authorization will remain in effect until I rescind it.

Student Signature: _____ Date: _____

FOR OFFICE USE ONLY

PC updated

Date: _____

Initial: _____

Revised: 5/1/18, 1/10/19, 9/24/19, 10/17/19, 3/24/20