

## Student Financial Responsibility Agreement

If you or your parents would like more information about the Student Financial Responsibility Agreement, you may contact the Student Cashiers Office 903.566.7227 or [cashiers@uttyler.edu](mailto:cashiers@uttyler.edu).

Student Financial responsibility Agreement Acknowledgements – Your agreement to these items are required for your registration at The University of Texas at Tyler.

### PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at The University of Texas at Tyler or receive any service from The University of Texas at Tyler 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 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 The University of Texas at Tyler 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, I will be responsible for paying all or a portion of tuition and fees in accordance with the published tuition refund schedule at [Tuition & Fee Refund Schedule](#). 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.

### 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 The University of Texas at Tyler by the scheduled due date, The University of Texas at Tyler will place a financial hold on my student account, preventing me from registering for future classes, 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 The University of Texas at Tyler by the scheduled due date, The University of Texas at Tyler will assess late payment and/or finance charges at the rate of \$25 for each late payment or payment made after the institutional due date as approved by the Board of Regents.

**Collection Agency Fees:** I understand and accept that if I fail to pay my student account bill or any monies due and owing The University of Texas at Tyler by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, The University of Texas at Tyler may refer my delinquent account to a collection agency. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage at a maximum of thirty percent 30% of my delinquent account or the maximum rate allowed by state and federal regulations, together with all costs and expenses, including reasonable attorney's fees, The University of Texas at Tyler incurs in such collection efforts in accordance

with Texas Government Code Sec. 2107.003. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus and a state of Texas warrant hold may be placed on my account.

## COMMUNICATION

**Method of Communication:** I understand and acknowledge that The University of Texas at Tyler uses e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from The University of Texas at Tyler on a timely basis.

**Contact:** I authorize The University of Texas at Tyler 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 The University of Texas at Tyler, or to receive general information from The University of Texas at Tyler. I authorize The University of Texas at Tyler 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 The University of Texas at Tyler Student Business Services Office or in writing to the applicable contractor or agent contacting me on behalf of The University of Texas at Tyler. The University of Texas at Tyler will comply with all relevant debt collection laws.

**Updating Contact Information:** I understand and agree that I am responsible for keeping The University of Texas at Tyler records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at [Request to Change Student Record Information](#). The linked procedure is incorporated herein by reference. Upon leaving The University of Texas at Tyler for any reason, it is my responsibility to provide The University of Texas at Tyler with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to The University of Texas at Tyler.

## FINANCIAL AID

I understand that any outside resources such as scholarships, stipends, service awards, contract payments (including Texas pre-paid tuition plans or other 529 plan payments), exemptions, or any other payments received from an outside agency may affect my financial aid award. I am responsible for notifying The University of Texas at Tyler Financial Aid Office if I receive funds before or after receiving financial aid so that adjustments can be made to eliminate possible overawards. Any funds disbursed to my student account causing an overaward, must be reversed and returned to the aid source.

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 do not attend one/all of my classes or 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 monetary prizes, awards, scholarships and grants awarded to me by The University of Texas at Tyler 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 understand that The University of Texas at Tyler 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. Information on how to view your E-bill is available at [How to View your Bill](#).

#### **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 The University of Texas at Tyler.

#### **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 of \$25. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with The University of Texas at Tyler may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at The University of Texas at Tyler.

#### **WITHDRAWAL**

If I decide to completely withdraw from The University of Texas at Tyler, I will follow the instructions at [Withdrawals](#) which I understand and agree are incorporated herein by reference.

#### **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand that The University of Texas at Tyler is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits The University of Texas at Tyler from releasing any information from my education record, subject to certain responsibilities and exceptions under law, without my written permission. Therefore, I understand that if I want The University of Texas at Tyler to share information from my education record with someone else, I must provide written permission by following the procedure outlined at [Releasing Your Information](#) 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 The University of Texas at Tyler upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes in accord with relevant privacy rights and laws. If I fail to provide my SSN or TIN to The University of Texas at Tyler, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

#### **STUDENT AGE**

I understand and agree that even if I am younger than the applicable age of majority when I execute this agreement that I am obligated to repay according to the terms of the agreements I execute. Amendments to the Higher Education Act of 1965 permit students under the age of 18 to sign legally binding contracts for education loans. Additionally, the University may employ other statutory and common-law doctrines to obligate individuals (including those under the age of 18) for the agreements they execute.

#### **GOVERNING LAW**

Any disputes under this agreement shall be brought in a court of competent jurisdiction in Tyler or Smith County, Texas and governed by Texas law.

#### **ENTIRE AGREEMENT**

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