## **Wesleyan University**

# **Financial Responsibility Agreement and Disclosure Statement**

I understand when I register for any class at Wesleyan University or receive any service from Wesleyan 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 services. I further understand and agree my registration and acceptance of these terms constitutes a contractual 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 Wesleyan University 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 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 <a href="https://www.wesleyan.edu/studentaccounts/refunds.html">https://www.wesleyan.edu/studentaccounts/refunds.html</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 my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

#### **Account Terms**

<u>Applicability</u> – I understand my student account is the instrument through which Wesleyan will process all of my financial transactions with Wesleyan University. The terms of this Agreement apply to all purchases, charges, fees, fines, tuition and mandatory charges made or obtained by me, made or obtained by someone else with my permission, or assessed to me, by, from, or with respect to Wesleyan, including, but not limited to:

- a) Tuition and fees;
- b) Food and Housing;
- c) Student Activity Fee;
- d) Matriculation Fee (new students only);
- e) Green Fund Fee (optional);
- f) Health insurance;
- g) Bookstore;
- h) Campus Store;
- i) Various department charges/fines

<u>Promise to Pay</u> – I promise to pay the total amount of all charges by the statement "Due Date" listed on my current statement. I also promise to pay all late payment penalties and other fees and expenses due under this Agreement.

## **Student Mandatory Fees and Charges**

I understand the fees listed below are not subject to dispute and are due regardless if services are utilized.

<u>Student Activity Fee</u> –The student body at Wesleyan assesses a Student Activity Fee to support its activities. The Student Activity fee entitles students to participate in or attend supported activities, readership of a weekly student newspaper, and admission to lectures, athletic and other events.

<u>Matriculation Fee</u> – First-time students will be assessed this fee upon entering Wesleyan.

<u>Student Health Insurance</u> – University policy requires that all students have medical insurance. Prior to the fall semester, full details are sent regarding the Wesleyan-sponsored insurance plan. The online health insurance enrollment/waiver process will need to be completed to either enroll or decline this coverage. I understand if I do not respond by the deadline, I will automatically be enrolled in this plan and charged the annual premium. Students not on campus during the fall semester, but returning for spring must also comply and will be charged a prorated amount. Returning student insurance information will be

sent home in December. Coverage under the student health insurance plan is not refundable and continues for the length of the plan.

Your Bill — I understand Wesleyan uses electronic billing (E-Bill) as its official billing method; therefore, I am responsible for viewing and paying my student account E-Bill by the scheduled due date. I further understand failure to review my E-Bill does not constitute a valid reason for paying my bill after the due date. E-Bill information is available at <a href="https://www.wesleyan.edu/studentaccounts/ebilling/ebillhowto.html">www.wesleyan.edu/studentaccounts/ebilling/ebillhowto.html</a>. I understand and agree if I fail to pay my student account bill or any monies due and owing Wesleyan by the scheduled due date, a late payment penalty of \$200.00 may be assessed if any portion of the "Balance Due" shown on the bill remains unpaid after the due date.

For any other person to receive the E-Bill notification, I must establish that person as an "Authorized User." The "Authorized User" will receive future E-bills, view student account information, have the ability to make on-line payments and enroll in the monthly payment plan.

<u>Cancellation/Entire Balance Due</u> – I understand Wesleyan may cancel my account, take away my account privileges and/or administratively withdraw my enrollment at any time for failure to comply with this Agreement. If my account is cancelled I agree to immediately pay the outstanding balance on my account in full including, without limitation, all late payment penalties and other fees and expenses due under this Agreement.

<u>Returned Payments</u> – If a payment made to my student account is returned by the bank for any reason or otherwise not credited to Wesleyan, I agree to repay the original amount of the payment plus a returned payment fee of \$30.00. I understand multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Wesleyan may result in cancellation of my courses and/or suspension of my eligibility to register for future courses at Wesleyan.

<u>Financial Hold</u> – I understand and agree if I fail to pay my student account bill or any monies due and owing Wesleyan by the scheduled due date, Wesleyan will place a financial hold on my student account, preventing me from registering for future courses, general room selection, non-resident study and enrollment, or receiving my diploma.

<u>Late Payment Charge</u> - I understand and agree if I fail to pay my student account bill or any monies due and owing Wesleyan University by the scheduled due date, Wesleyan University will assess late payment and/or finance charges at the rate of \$200 per term on the past due portion of my student account until my past due account is paid in full.

Collection Agency and Costs – I understand and accept if I fail to pay my student account bill or any monies due and owing Wesleyan University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Wesleyan University may refer my account to a collection agency. If Wesleyan University refers my account balance to a third party for collection, whether an attorney or collection agency, I will be responsible for any costs (including, but not limited to collection fees) associated with attempting to collect the monies due and owing. I understand a collection fee may be assessed and will be due and owing in full at the time of the referral to the third party. The collection fee will be calculated at the maximum amount permitted by applicable law. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I will also be responsible for any costs associated with the lawsuit such as court costs, attorney's fees, or other applicable costs. Finally, I understand my delinquent account may be furnished to one or more of the national credit bureaus.

<u>Method of Communication</u> – I understand and agree Wesleyan University uses e-mail as an official method of communication with me, and I am responsible for reading the e-mails I receive from Wesleyan University on a timely basis.

Contact — I authorize Wesleyan 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 Wesleyan, or to receive general information from Wesleyan. I authorize Wesleyan 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 or text my cellphone using automated telephone dialing equipment by submitting a clear revocation request to the Office of Student Accounts or to the applicable contractor or agent contacting me on behalf of Wesleyan.

<u>Updating Contact Information</u> - I understand and agree that I am responsible for keeping Wesleyan University records up to date with my current mailing addresses, email addresses, and phone numbers by following the procedure at <a href="https://www.wesleyan.edu/registrar/forms/addresses.html">www.wesleyan.edu/registrar/forms/addresses.html</a>. The linked procedure is incorporated herein by reference. Upon leaving Wesleyan for any reason, it is my responsibility to provide Wesleyan with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Wesleyan. If I receive a letter, notice, or statement to the last address I gave Wesleyan, I agree that I will be bound by the information contained in that mailing.

<u>Billing Errors</u> – I understand 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 Wesleyan.

Notify Us in Case of Errors or Questions About your Bill – If you think your bill is incorrect, or if you need more information about a transaction on your bill, e-mail us at <a href="mailto:student-accounts@wesleyan.edu">student-accounts@wesleyan.edu</a> or write us at Wesleyan University, Student Accounts, 237 High Street, Middletown, Connecticut 06459.

Financial Aid — I understand aid described as "estimated" on my Financial Aid Award does not represent actual or guaranteed payment. I understand it is an estimate of the aid I may receive if I meet all requirements stipulated by that specific aid program. I understand 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 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 a class, I agree to repay all revoked aid disbursed to my account and resulted in a credit balance refunded to me. I agree to allow financial aid I receive to pay any and all charges assessed to my account at Wesleyan 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.

<u>Federal Aid</u>: I understand any federal Title IV financial aid I receive, except for Federal Work-Study wages, will first be applied to any outstanding balance on my account for tuition, fees, and room and board. Title IV financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, PLUS Loan, Perkins Loan, and TEACH Grant programs. I authorize Wesleyan University to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees and fines, and any other education related charges. I further understand this authorization will remain in effect until I rescind it or the end of Wesleyan University's authorization term.

<u>Prizes, Awards, Scholarships, Grants:</u> I understand all prizes, awards, scholarships, and grants awarded to me by Wesleyan University will be credited to my student account and applied toward any outstanding balance. I further understand 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.

### Refunds

<u>Student Refunds</u> – I understand all student refunds will be processed through my student account, including, without limitation, financial aid, tuition refunds, etc. If a credit balance exists on my account, a request for a refund must be made by submitting an online "Credit Balance Withdrawal Request Form" at https://www.wesleyan.edu/studentaccounts/studentrefunds.html.

<u>Tuition Refund Plan</u> – In circumstances where I am unable to complete a semester due to personal injury or sickness, an optional insurance program that extends Wesleyan's refund policy (as published on our website) is available. Enrollment in the plan must be complete by the first day of classes. Wesleyan does not endorse any such insurance nor would it affect any student's obligation(s) to Wesleyan.

## Internal Revenue Service (IRS) Form 1098-T

I agree to provide my social security number (SSN) or tax payer identification number (TIN) to Wesleyan upon request as required by IRS regulations for form 1098-T reporting purposes. If I fail to provide my SSN or TIN to Wesleyan, 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 Wesleyan. I understand if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand I can withdraw this consent or request a paper copy by following the instructions at <a href="https://www.wesleyan.edu/studentaccounts/taxcredits.html">www.wesleyan.edu/studentaccounts/taxcredits.html</a>.

## **Student Age**

I understand and agree if I am younger than the applicable age of majority when I execute this agreement, the educational services provided by {Institution Name} are a necessity, and I am contractually obligated pursuant to the "doctrine of necessaries."

## **Entire Agreement Terms**

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

<u>Severability Clause</u> – If any provision, term, or clause of this Agreement is declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, this Agreement shall be deemed severable, and all other provisions, terms, and clauses of the Agreement will remain valid and binding on the Parties.

<u>Governing Law and Jurisdiction</u> – I understand and agree that this Agreement shall be governed by the laws of the State of Connecticut and I consent to the exclusive jurisdiction of the State and Federal Courts located in the State of Connecticut.