



## FINANCIAL RESPONSIBILITY AGREEMENT

### PAYMENT OF FEES/PROMISE TO PAY

I understand when I register for any class at the University of Montana or receive any service from the University of Montana, 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 the University of Montana 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 the [Montana Board of Regents](#). 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.

### DELINQUENT ACCOUNT/COLLECTION

**Financial Hold:** I understand and agree if I fail to pay my student account bill or any monies due and owing the University of Montana by the scheduled due date, the University of Montana will place a financial hold on my student account, preventing me from registering for future classes, obtaining transcripts, or receiving my diploma.

**Late Payment Charge:** I understand and agree if I fail to pay my student account bill or any monies due and owing the University of Montana by the scheduled due date, the University of Montana will assess late payment and/or finance charges at the rate of 0.834% per month (10% APR) on the past-due portion of my student account until my past-due account is paid in full.

**Collection Agency Fees:** I understand and accept if I fail to pay my student account bill or any monies due and owing the University of Montana by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, the University of Montana may refer my account to a collection agency. I further understand if the University of Montana refers my student 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 will 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 shall also be responsible for any costs I incur associated with the lawsuit such as court costs or other applicable costs. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

## **COMMUNICATION**

**Method of Communication:** I understand and agree the University of Montana uses email as an official method of communication with me and that, therefore, I am responsible for reading the emails I receive from the University of Montana on a timely basis.

**Contact:** I understand that the University of Montana and its agents and contractors may contact me at my current and any future cellphone number(s), email address(es), physical address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the University of Montana, or to receive general information from the University of Montana. I authorize the University of Montana and its agents and contractors to use automated telephone dialing equipment, artificial or prerecorded 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 Student Account Services or to the applicable contractor or agent contacting me on behalf of the University of Montana.

**Updating Contact Information:** I understand and agree that I am responsible for keeping the University of Montana records up to date with my current mailing addresses, email addresses, and phone numbers. Upon leaving the University of Montana for any reason, it is my responsibility to provide the University of Montana with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the University of Montana.

## **BILLING ERRORS**

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 the University of Montana.

## **RETURNED PAYMENTS/FAILED PAYMENT AGREEMENT**

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 \$30.00. I understand multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with the University of Montana may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at the University of Montana.

## **INTERNAL REVENUE SERVICE (IRS) FORM 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to the University of Montana upon request as required by IRS regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to the University of Montana, 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 the University of Montana. 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 the University of Montana's Student Accounts website.

## **REFUNDS**

I understand that it is the policy of Student Account Services not to retain funds due to me on my student account, and that I may receive refunds authorized by Student Account Services. In the event that adjustments to my student account after a refund has been sent to me result in me owing money

back to the University, I promise to return that money to the University of Montana, and I acknowledge that I may incur a Student Financial hold until that money has been returned.

#### **ENTIRE AGREEMENT**

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

#### **SEVERABILITY CLAUSE**

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.

#### **CHOICE OF LAW**

This Agreement and the performance of this Agreement are governed by the laws of the State of Montana, without giving effect to its principles of conflict of laws, and I agree that the state and federal courts located in Missoula County, Montana will have jurisdiction to resolve any dispute arising out of this Agreement.