

# Dickinson College

## Student Financial Responsibility Agreement

### **PAYMENT OF FEES/PROMISE TO PAY**

I understand when I register for any class at Dickinson College or receive any service from Dickinson College, 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 Dickinson College 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 policy at the [Payment and Refund Policy](#), I have read the terms and conditions of the published tuition refund policy. 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**

**Default:** I understand and accept that if I fail to pay my student account bill or any monies due and owing to Dickinson College by the scheduled due date or fail to make acceptable payment arrangements to bring my student account current, I will be in default of my obligation to Dickinson College and my student account will be considered delinquent. As a result, I understand and accept the following:

**Financial Hold:** I understand and agree if I fail to pay my student account bill or any monies due and owing Dickinson College by the scheduled due date, Dickinson College may place a financial hold on my student account, preventing me from registering for future classes 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 Dickinson College by the scheduled due date, Dickinson College will assess late payment and/or finance charges at the rate of 1.5% per month on the past due portion of my student account until my past due account is paid in full.

**Collection Fees:** If I am in default (as noted above), I understand Dickinson College may refer my account to a collection agency or law office. If Dickinson College 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 or attorneys' 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, but not to exceed 33 percent of the amount outstanding. 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.

**Credit Reporting:** Finally, I understand my delinquent account may be furnished to one or more of the national credit bureaus.

### **METHOD OF BILLING**

I understand Dickinson College uses electronic billing (e-bill) as its official billing method, and 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 [www.dickinson.edu](http://www.dickinson.edu) (scroll to the bottom of the web page to log into the Gateway).

### **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 Dickinson College.

### **RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS**

If a payment made to my student account is returned by the financial institution 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 Dickinson College may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Dickinson College.

### **WITHDRAWAL**

If I decide to completely withdraw from Dickinson College, I will contact the Registrar's Office at [reg@dickinson.edu](mailto:reg@dickinson.edu) to receive and complete the appropriate paperwork for the withdrawal from Dickinson College.

### **COMMUNICATION**

**Method of Communication:** I understand and agree Dickinson College uses e-mail as an official method of communication with me, and I am responsible for reading and responding or taking action on the e-mails I receive from Dickinson College on a timely basis.

**Contact:** I authorize Dickinson College 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 Dickinson College, or to receive general information from Dickinson College. I authorize Dickinson College 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 cellular telephone using automated telephone dialing equipment by submitting a clear written revocation request to Dickinson College, Attn Bursar's Office, PO Box 1773, Carlisle, PA 17013, or to the applicable contractor or agent contacting me on behalf of Dickinson College.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Dickinson College records up to date with my current mailing addresses, email addresses, and phone numbers by sending an email to Student Accounts at [stuacct@ Dickinson.edu](mailto:stuacct@ Dickinson.edu). Upon leaving Dickinson College for any reason, it is my responsibility to provide Dickinson College with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Dickinson College, including Dickinson College Institutional loans.

### **Governing Law**

I agree my acceptance of these terms and conditions governing my student account has been executed and delivered in Pennsylvania and the validity, construction, and enforceability of these terms and conditions shall be governed by the laws of the Commonwealth of Pennsylvania. In any court action, the Courts of Pennsylvania shall have exclusive jurisdiction of such legal actions, venue to be in Cumberland, County, Pennsylvania.

### **IRS FORM 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Dickinson College upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to Dickinson College, 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 Dickinson College. 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 emailing the [Student Accounts](mailto:stuacct@ Dickinson.edu) office ([stuacct@ Dickinson.edu](mailto:stuacct@ Dickinson.edu)).

### **ENTIRE AGREEMENT**

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Dickinson College, 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 Dickinson College 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.