

## **NDUS Financial Obligation Agreement**

*Please read the following information carefully:*

By registering for courses at an institution (or institutions) within the North Dakota University System (Bismarck State College, Dakota College at Bottineau, Dickinson State University, Lake Region State College, Mayville State University, Minot State University, North Dakota State College of Science, North Dakota State University, University of North Dakota, Valley City State University, Williston State College; with a separate agreement required for each institution of enrollment):

### **A. Prior to enrollment for the selected term, I understand and agree to the following:**

1. My authorization to enroll in courses by this institution is expressly conditioned upon acceptance of all terms and conditions set forth in this agreement. I must sign this agreement only upon initial enrollment each term, and all assessed charges thereafter are covered by this initial agreement.
2. I am incurring a legal obligation to pay all charges assessed to my Campus Connection account by my institution's published or assigned due date, including, but not limited to tuition and fees, housing charges, and late payment fees. I will check my Campus Connection account frequently throughout the term to ensure that I am aware of and pay for any charges that are assessed.
3. I am personally responsible for payment of all costs when due, regardless of my eligibility for financial aid or other financial assistance.
4. If I expect financial aid or a third party to pay all or part of my financial obligations to my institution, it is my responsibility to meet all requirements for timely disbursement to my student account. My financial aid may be adjusted due to eligibility, and I agree to pay back to my institution any amounts for which I am or may later become ineligible under financial aid regulations.
5. I accept full financial responsibility for each registered course, including those I may add after the initial registration for the term, at the applicable tuition rate and finalized course delivery method. I acknowledge that non-attendance or non-participation does not relieve me of financial responsibility for the courses in which I am enrolled.
6. Sanctions that result from academic misconduct (including, but not limited to cheating, plagiarism, fabrication, sabotage, and collusion) may include the forfeiture of my eligibility to receive a prorated refund of tuition, fees and/or other charges originally assessed to my Campus Connection account.
7. I must adhere to my institution's procedures for dropping or withdrawing from courses, whether I have attended these courses or not. I have the ability to drop some, but not all courses, through Campus Connection. If I intend to withdraw, I should not drop any courses and must instead withdraw using the appropriate process and through the appropriate office required by my institution. I may be fully responsible for my financial obligation to my institution for those courses, in accordance with my institution's refund policy.
8. My registration and acceptance of this Financial Obligation Agreement 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 my institution is providing me educational services, may defer some or all of my payment obligation until the published or assigned due date, at which time I promise to pay for all assessed charges. My financial obligation to my institution may not be dischargeable under the United States Bankruptcy Code.

### **B. If I fail to meet my financial obligations, I understand and agree to the following:**

1. I may be assessed late fees on my outstanding balance.
2. I may be restricted from future registration.
3. My transcripts and/or diploma may be placed on hold.
4. I may be denied campus services.
5. I may be required to pre-pay for future semesters.

6. My account may be referred to a collection agency, and that I will pay all collection costs and fees associated with such a referral, including but not limited to attorney fees, collection agency fees, which may include a percentage-based collection fee of up to 50%, court costs, and other fees, on top of any amounts that I owe to my institution.
7. My account may be reported to one or more of the national credit bureaus if my student account becomes 30 days or more behind in payments.

**C. In order for my institution to effectively communicate with me, I understand and agree to the following:**

1. I am responsible for keeping my institutional records up to date in Campus Connection, while I am enrolled and after I am no longer enrolled, with my current and future physical addresses, email addresses and phone numbers, for purpose of continued communication regarding any amounts that remain due and owing to my institution. I certify that the contact information I have provided or will provide in the future will be valid, and in the case of phone numbers, that I am permitted to receive calls at each number provided.
2. My institution uses e-mail as an official method of communication with me, and therefore I am responsible for reading the e-mails I receive from my institution in a timely basis, including emails that may be diverted to a "spam," "junk mail," or another folder.
3. My institution uses phone calls and text messaging as an official method of communication with me, and therefore I am responsible for answering calls, listening to voicemails, and reading text messages I receive from my institution in a timely basis.
4. I expressly consent to the following:
  - a. I may be contacted by my institution, or agencies contracted to act on their behalf, for any and all purposes arising out of or related to my student account, educational loan, and/or any other debt I owe now or may owe in the future, or to receive general information.
  - b. I may be contacted in any way, including mail, email, text messaging, phone calls (including prerecorded messages or artificial voice), and calls and messages delivered using an automatic phone dialing system or an automatic texting system, using the contact information I provide to the institution or through other contact information my institution can reasonably associate with my debt, including skip tracing, caller ID capture, or other methods. Messages may be left via the contact method used, such as an answering machine, voice mail, text message or email. Automated messages may be played when my phone is answered, whether by me or by someone else.
  - c. Any communications with me may be recorded or listened to.
  - d. My phone or cellular provider may charge me for any attempts made to contact me.
  - e. I may withdraw the consent given in Section C.4 at any time by submitting a request in writing or other approved request methods to my institution or to the person contacting me on my institution's behalf.

Student's name – printed Student's signature

Student ID number Date