Financial Responsibility Agreement

At the point of registration for any semester or term, every student is required to accept the Texas A&M International University (TAMIU) Financial Responsibility Agreement –the terms of which follow below. If the agreement is declined, registration will not be allowed.

PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Texas A&M International University or receive any service from TAMIU I accept full responsibility to pay all tuition, fees as listed in the University Catalog 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 Texas A&M International 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 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 as listed in the University Catalog. 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 Texas A&M International University by the established due date, TAMIU will place a financial hold on my student account, preventing me from registering for future classes, obtaining transcripts, receiving my diploma, viewing my grades, and applying for installment plans/emergency loans for future classes. A State Hold (alert) to the State of Texas Comptroller's Office will be issued until the unpaid balance and other collection fees are paid in full.

Late Payment Charge: I understand and agree that if I fail to pay my student account bill or any monies due and owing Texas A&M International University by the established due date, TAMIU will assess late payment as listed in the University Catalog.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill or any monies due and owing Texas A&M International University by the established due date, and fail to make acceptable payment arrangements to bring my account current, TAMIU may refer my delinquent account to a collection agency. I further understand that if TAMIU refers my student account balance to a third party for collection, a collection fee will be assessed and will be due 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 to not exceed 30% 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 shall also be responsible for any costs 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.

FINANCIAL AID

I understand that aid described as "estimated" on my Financial Aid Award does not represent actual or guaranteed payment, but is an estimate of the aid I may receive if I meet all requirements stipulated by that aid program. 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 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.

I agree to allow financial aid that I receive to pay any and all charges assessed to my account at Texas A&M International 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.

Federal Aid: I understand that any federal Title IV financial aid that I receive, except for Federal Work Study wages, will first be applied to any outstanding balance on my account for tuition, fees, 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 Texas A&M International 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.

Prizes, Awards, Scholarships, and Grants: I understand that all prizes, awards, scholarships and grants awarded to me by Texas A&M International University 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.

THIRD PARTY PAYMENTS

I understand that it is my responsibility to submit third party letters of credit or payment agreements to the Bursar's Office every semester by the established due date. The University will apply third party credits to my student account charges based on the terms of the letter/agreement and I must pay any balance not covered by the third party by the established due date. I further understand that if the third party fails to pay the University the full amount of third party credits applied to my account, I am responsible for the balance and that the balance must be satisfied before I will be allowed to register for future semesters or receive official university documents. I understand that receipt of third party benefits may affect my financial aid award and could result in an adjustment of the award.

METHOD OF BILLING

I understand that TAMIU 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 established 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. E-bills are available at www.tamiu.edu/pay.

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 Texas A&M International University.

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 as listed in the University Catalog. I understand that failure to comply with the terms of any payment plan or agreement sign with TAMIU may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at TAMIU.

WITHDRAWAL

If I decide to completely withdraw from Texas A&M International University I will follow the instructions provided in the University

Catalog under Registration Policies which I understand and agree are incorporated herein by reference. PRIVACY RIGHTS & RESPONSIBILITIES I understand that Texas A&M International University is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits TAMIU from releasing any information from my education record without my written permission. Therefore, I understand that if I want TAMIU to share information from my education record with someone else, I must provide written permission by following the procedure outlined at http://www.tamiu.edu/registrar/ferpa.shtml. 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 Texas A&M International University 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 TAMIU, 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 TAMIU. I understand that I can withdraw this consent or request a paper copy by submitting my request to <u>businessoffice@tamiu.edu</u>.

STUDENT AGE

I understand and agree that if I am younger than the applicable age of majority when I execute this agreement that the educational services provided by Texas A&M International are a necessity, and I am contractually obligated pursuant to the "doctrine of necessaries."

COMMUNICATION

Method of Communication: I understand and agree that Texas A&M International University uses e-mail to the University assigned email address (dusty.tamiu.edu) as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from TAMIU on a timely basis.

Contact: I authorize Texas A&M International University 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 TAMIU, or to receive general information from TAMIU. I authorize TAMIU 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 using automated telephone dialing equipment by submitting my request in writing to the Bursar's Office or in writing to the applicable contractor or agent contacting me on behalf of TAMIU.

Updating Contact Information: I understand and agree that I am responsible for keeping TAMIU records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at http://www.tamiu.edu/registrar/changeinformation.shtml. The linked procedure is incorporated herein by reference. Upon leaving TAMIU for any reason, it is my responsibility to provide TAMIU with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to TAMIU.

ENTIRE AGREEMENT

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