

## **Student Financial Responsibility Agreement**

I understand that when I register for any class at Delaware State University or receive any service from Delaware State University I accept full responsibility to pay all tuition, fees and other associated costs assessed because 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 Delaware State 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 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 Delaware State University according to university refund policy. 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.

**I understand that if I'm not planning to attend, it is my responsibility to drop my classes as the university will not automatically cancel my registration.**

I understand that Delaware State University will notify me about my outstanding charges and debt via myDESU.edu e-mail account or through the DESU portal. I further acknowledge that payments must be received on or before the due dates listed on my e-bills and that I may be charged late payment fees for delinquent payments.

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

**Late Payment Charge:** I understand and agree that if I fail to pay my student account bill or any monies due and owing Delaware State University by the scheduled due date, Delaware State University will assess late payment and/or finance charges at the rate of \$100.00 per term 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 that if I fail to pay my student account bill or any monies due and owing Delaware State University by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, Delaware State University may refer my delinquent account to a collection agency. I further understand that if Delaware State University 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, and not to exceed the allowable amount 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.

**Method of Communication:** I understand and agree that Delaware State University uses e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from Delaware State University on a timely basis.

**Contact:** I authorize Delaware State 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 Delaware State University, or to receive general information from Delaware State University. I authorize Delaware State University 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 telephone using automated telephone dialing equipment by submitting my request in writing to Delaware State University or in writing to the applicable contractor or agent contacting me on behalf of Delaware State University.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Delaware State University records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at MyDESU for updating student address/email address/phone number. The linked procedure is incorporated herein by reference. Upon leaving Delaware State University for any reason, it is my responsibility to provide Delaware State University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Delaware State University.

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

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 the financial aid awarded to me may be revoked. If some or all 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 and resulted in a credit balance that was refunded to me.

I agree to allow financial aid I receive to pay all charges assessed to my account at Delaware State 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 Delaware State 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 that this authorization will remain in effect until I rescind it or the end of Delaware State University's authorization term and that I may withdraw it at any time by following the instructions at Delaware State University's authorization website.

**Prizes, Awards, Scholarships, Grants:** I understand that all prizes, awards, scholarships and grants awarded to me by Delaware State University's 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.

I understand that Delaware State University uses electronic billing (e-bill) and mailing statements as its official billing method, and therefore I am responsible for viewing and paying my student account e-bill and statement by the scheduled 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-bill information is available on Delaware State University website.

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 because of my registration at Delaware State University.

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 \$25.00. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Delaware State University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Delaware State University.

If I decide to completely withdraw from Delaware State University, I will follow the instructions at Delaware State University withdrawal policy website which I understand and agree are incorporated herein by reference.

I understand that Delaware State University is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Delaware State University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Delaware State University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at MyDESU to address FERPA release of information. I further understand that I may revoke my permission at any time as instructed in the same procedure.

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Delaware State 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 Delaware

State University, I agree to pay all IRS fines assessed because of my missing SSN/TIN.

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from Delaware State University. I understand that if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand that I can withdraw this consent or request a paper copy by following the instructions at MyDESU for the IRS Form 1098-T reporting.

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 Delaware State University are a necessity, and I am contractually obligated pursuant to the “doctrine of necessities.”

In addition, I agree to allow Delaware State University and its agents to contact me at any cell phone number that I provide now or use in the future, using automated telephone dialing systems, artificial or pre-recorded voice or text messages, or personal calls regarding my obligation to repay my debts to Delaware State University. I also authorize Delaware State University or its agents to contact me via my desu.edu address or an email address that I provide to the University. I understand that others may be able to review my messages and/or emails related to my debts sent to or from Delaware State University, including their contents, which may include information about my debt and its status.

\_\_\_\_\_ I have read and agree to these registration requirements.

\_\_\_\_\_ I do not agree with these registration requirements and understand that I am not permitted to register.

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Student ID#

\_\_\_\_\_  
Date