

## **Accept Financial Responsibility**

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

I understand that when I register for any class at Butler University or receive any service from Butler University 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 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 Butler 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 tuition is set regardless of the method of instruction, and will not be refunded in the event that instruction occurs remotely for any part of the academic year.

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 at <https://www.butler.edu/student-accounts/billing-payment/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.

### **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 Butler University by the scheduled due date, Butler University will place a financial hold on my student account, preventing me from registering for future classes, receiving 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 Butler University by the scheduled due date, Butler University will assess late payment and/or finance charges at the rate of 1.5% per month (18% 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 that if I fail to pay my student account bill or any monies due and owing Butler University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Butler University may refer my delinquent account to a collection agency. I further understand that if Butler 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. Finally, I understand that my delinquent account, including but not limited to tuition, fees, books, fines, room and meals, may be reported to one or more of the national credit bureaus.

### **COMMUNICATION**

Method of Communication: I understand and agree that Butler 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 Butler University on a timely basis.

Contact: I authorize Butler 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 Butler University or to receive general information from Butler University. I authorize Butler 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 phone by submitting my request in writing to the Office of Student Accounts at Butler University or in writing to the applicable contractor or agent contacting me on behalf of Butler University.

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

### **Accept Financial Responsibility (continued next page)**

## **Accept Financial Responsibility**

### **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 including any that resulted in a credit balance that was refunded to me.

### **METHOD OF BILLING**

I understand that Butler University 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 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 at <https://www.butler.edu/student-accounts/billing-payment/epay-ebill>

### **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 Butler 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 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 Butler University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Butler University.

### **WITHDRAWAL**

If I decide to completely withdraw from Butler University, I will follow the instructions at <https://www.butler.edu/student-accounts/billing-payment/withdrawal-policy> which I understand and agree are incorporated herein by reference.

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

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Butler 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 Butler University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

### **GENERAL**

Any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, will be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified or supplemented under this section. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accounting presented or pled to the arbitrators.

This Agreement and any dispute arising out of this Agreement shall be governed by laws of the State of Indiana.

### **ENTIRE AGREEMENT**

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