

## Avila University Statement of Financial Responsibility

### PAYMENT OF FEES/PROMISE TO PAY

I understand that, regardless of how or when I become registered for coursework, when I register for any class at Avila University or receive any service from Avila University I accept full responsibility to pay all tuition, fees, fines 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 Avila 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, including any tuition associated with added classes or activities.

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.avila.edu/registrar/withdraw.asp>. 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.

### ACCOUNT COLLECTIONS AND DELINQUENCY

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

Payments and Payment Plan: I understand I may enroll, at my option, in Avila University's payment plan. The cost to enroll is \$75 annually or \$50 each ~~semester~~ ~~semester term~~ and is due at the time I elect the plan. Depending on when I elect the plan, payments may be equally spread across up to five payments for the Fall ~~s~~Semester and ~~four~~ ~~five~~ payments for the Spring ~~s~~Semester. The minimum payment due will automatically adjust if classes are added or dropped, amounts owed increase or decrease, or financial aid is adjusted during the semester. -There is no service fee for payments made online via eCheck. Payments made by credit card (Visa, MasterCard, Discover, American Express, or Diner's Club) will be subject to a 2.75% convenience fee.

Late Payment Fee: I understand and agree that if I fail to pay my student account bill or any monies due and owing Avila University by the scheduled due date, Avila University ~~will~~ ~~may~~ assess a late payment fee of \$25 per month when payment is not received and processed by the scheduled due date as communicated on the student account bill.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill or any monies due and owing Avila University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Avila University may refer my delinquent account to a collection agency. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage at a maximum of twenty (20%) percent of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection

of my delinquent account. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

Bankruptcy: Tuition and related fees are generally non-dischargeable in bankruptcy and will survive after the bankruptcy has closed. Except in certain limited situations, I understand I will still owe the full debt to the university even after filing bankruptcy.

#### COMMUNICATION

Method of Communication: I understand and agree that Avila University uses [my assigned University email e-mail](#) as an official method of communication with me, and that therefore I am responsible for reading the [e-mails/emails](#) I receive from Avila University on a timely basis. I expressly authorize Avila to communicate with me by email.

Contact: I authorize Avila 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 Avila University, or to receive general information from Avila University. I authorize Avila 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.

Updating Contact Information: I understand and agree that I am responsible for keeping Avila University records up to date with my current physical addresses, email addresses, and phone numbers by using the forms provided at the following links: <http://www.avila.edu/registrar/resources.asp>. Or by accessing MyAU at: <https://myau.avila.edu/ICS/>. The linked procedure is incorporated herein by reference. Upon leaving Avila University for any reason, it is my responsibility to provide Avila University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Avila University.

[Add FERPA information](#)

#### ENTIRE AGREEMENT

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

#### FINANCIAL AID

I understand that aid 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 my financial aid package is subject to revision if changes occur in: 1) Cost of attendance; 2) Grade level; 3) Enrollment level; 4) Federal or state funding; 5) Additional scholarships or resources; or 6) Adjustments made through Verification, Budget Adjustments, or Professional Judgment Review.

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

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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 and resulted in a credit balance that was refunded to me.

I agree to allow financial aid I receive to pay any and all charges assessed to my account at Avila University such as tuition, fees, campus housing and meal plans, 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 Avila University to apply my Title IV financial aid to other charges assessed to my student account such as bookstore charges, service fees and fines, and any other education related charges to the extent that federal regulations allow. I further understand that this authorization will remain in effect until I rescind it or the end of the current academic year and that I may withdraw it at any time.

Prizes, Awards, Scholarships, Grants: I understand that all prizes, awards, scholarships, and grants awarded to me by Avila 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. My subsequent receipt of any scholarships or other aid may result in an adjustment to financial aid.

#### METHOD OF BILLING

I understand that Avila 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://myau.avila.edu/ICS/> and upon logging on to MyAU navigating to FINANCES > [STUDENT ACCOUNT View Bill-Payment Options](#).

#### 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 Avila 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. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I elect with Avila University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Avila University, to request transcripts or receive my diploma.

#### WITHDRAWAL

If I decide to completely withdraw from Avila University, I will follow the instructions at <https://www.avila.edu/registrar/withdraw.asp> which I understand and agree are incorporated herein by reference.

#### PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Avila University is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Avila University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Avila University to share information from my education record with someone else, I must provide written permission to the Registration and Student Records Office. I further understand that I may revoke my permission at any time. For more information, please review the following link: <https://www.avila.edu/sci/ferpa.asp>.

#### IRS FORM 1098-T

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

#### 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 Avila University are a necessity, and I am contractually obligated pursuant to the "doctrine of necessities."