

Student Financial Responsibility Agreement

If you or your parents would like more information about the Student Financial Responsibility Agreement you can contact the Student Business Services at 936-468-6960 or sbs@sfasu.edu

Student Financial Responsibility Agreement Acknowledgments – Your agreement to these items are required for your registration at Stephen F. Austin State University.

PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Stephen F. Austin State University or receive any service from Stephen F. Austin State 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 Stephen F. Austin 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 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.sfasu.edu/sbs/refunds/balances>. 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 Stephen F. Austin State University by the scheduled due date, Stephen F. Austin State University will place a financial hold on my student account, preventing me from registering for future classes, or requesting transcripts.

Late Payment Charge: I understand and agree that if I fail to pay my student account bill or any monies due and owing Stephen F. Austin State University by the scheduled due date, Stephen F. Austin State University will assess late payment and/or finance charges at the rate of \$25 for each late payment or payment made after an institutional due date as approved by the Board of Regents.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill or any monies due and owing Stephen F. Austin State University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Stephen F. Austin State 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 rate at a maximum of thirty percent (30%) of my delinquent account or the maximum rate allowed by state and federal regulations, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. (For Federal Perkins Loans the collection fee may not exceed thirty percent (30%) for first placements and forty percent (40%) on second placements per federal guidelines.) Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus and a state of Texas warrant hold may be placed on my account.

COMMUNICATION

Method of Communication: I understand and acknowledge that Stephen F. Austin 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 Stephen F. Austin State University on a timely basis.

Contact: I authorize Stephen F. Austin 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 Stephen F. Austin State University, or to receive general information from Stephen F. Austin State University. I authorize Stephen F. Austin 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 phone by submitting my request in writing to Stephen F. Austin State University's Business Office or in writing to the applicable contractor or agent contacting me on behalf of Stephen F. Austin State University.

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

FINANCIAL AID

I understand that as a recipient of financial aid (grants, loans, scholarships, and/or employment), that I must agree to the electronic Financial Aid Terms, Conditions, and Authorizations prior to accepting any aid. This agreement can be viewed at: <https://www.sfasu.edu/docs/financial-aid/terms-conditions-authorizations.pdf>

I understand that any outside resources such as scholarships, stipends, service awards, contract payments (including Texas prepaid tuition plans or other 529 plan payments), exemptions, or any other payment received from an outside agency may affect my financial aid award. I am responsible for notifying the SFA Financial Aid Office if I receive funds before or after receiving financial aid so that

adjustments can be made to eliminate possible overawards. Any funds disbursed to my student account causing an overaward, must be reversed and returned to the aid source.

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 and authorize Stephen F. Austin State University to allow Title IV and other aid sources I receive to pay any permissible 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, including prior year educational charges up to \$200, unless rescinded by contacting the Financial Aid Office.

PRIZES, AWARDS, SCHOLARSHIPS AND GRANTS

I understand that all monetary prizes, awards, scholarships and grants awarded to me by Stephen F. Austin State University will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of a monetary prize, award, scholarship or grant may be 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.

METHOD OF BILLING

I understand that Stephen F. Austin State University uses electronic billing (eBill) as its official billing method, and therefore I am responsible for viewing and paying my student account eBill by the scheduled due date. I further understand that failure to review my eBill does not constitute a valid reason for not paying my bill on time. EBill information is available by logging into mySFA. Instructions for accessing eBill are available at <https://www.sfasu.edu/sbs/paying/billing>.

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 Stephen F. Austin State 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 \$30 plus applicable sales tax. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Stephen F. Austin State University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Stephen F. Austin State University.

WITHDRAWAL

If I decide to completely withdraw from Stephen F. Austin State University, I will follow the instructions at <https://www.sfasu.edu/registrar/registration-information/how-to-drop-withdraw> which I understand and agree are incorporated herein by reference.

PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Stephen F. Austin State University is bound by the **Family Educational Rights and Privacy Act (FERPA)** (<https://www.sfasu.edu/registrar/about/ferpa>) which prohibits Stephen F. Austin State University from releasing any information from my education record without my written permission, subject to certain exceptions under law. Therefore, I understand that if I want Stephen F. Austin State University to share information from my education record with someone else, I must provide written permission by contacting the Registrar's Office and filling in the necessary forms there. I further understand that I may revoke my permission at any time as instructed in the same procedure.

SOCIAL SECURITY NUMBERS

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Stephen F. Austin 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 Stephen F. Austin State 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 Stephen F. Austin State University are a necessity, and I am contractually obligated pursuant to the "doctrine of necessities."

GOVERNING LAW

Any disputes under this agreement shall be brought in a court of competent jurisdiction in Nacogdoches or Angelina County, Texas and governed by Texas law.

ENTIRE AGREEMENT

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Stephen F. Austin State University, and along with the policies and procedures of Stephen F. Austin State University and applicable laws and regulations, 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 Stephen F. Austin State University as necessary to comply with changes in law, regulation or policy, or if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.