



Financial Responsibility Agreements with Students

PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at SUNY Erie Community College or receive any service from SUNY Erie Community College, 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 SUNY Erie Community College 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 SUNY Erie Community College tuition refund schedule. 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 SUNY Erie Community College by the scheduled due date, SUNY Erie Community College 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 SUNY Erie Community College by the scheduled due date, SUNY Erie Community College will assess late payment and/or finance charges per month 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 SUNY Erie Community College by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, SUNY Erie Community College may refer my delinquent account to a collection agency. I further understand that if

SUNY Erie Community College 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 not to 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

COMMUNICATION

Method of Communication: I understand and agree that SUNY Erie Community College 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 SUNY Erie Community College on a timely basis.

Contact: I authorize SUNY Erie Community College 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 SUNY Erie Community College, or to receive general information from SUNY Erie Community College. I authorize SUNY Erie Community College 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 SUNY Erie Community College, 4041 Southwestern Blvd. Orchard Park, New York 14127 Attn: Office of Student Accounts, or in writing to the applicable contractor or agent contacting me on behalf of SUNY Erie Community College.

Updating Contact Information: I understand and agree that I am responsible for keeping SUNY Erie Community College records up to date with my current physical addresses, email addresses, and phone numbers. Upon leaving SUNY Erie Community College for any reason, it is my responsibility to update my contact information for purposes of continued communication regarding any amounts that remain due and owing to SUNY Erie Community College.

ENTIRE AGREEMENT

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

METHOD OF BILLING

I understand that SUNY Erie Community College 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.

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 SUNY Erie Community College.

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. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with SUNY Erie Community College may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at SUNY Erie Community College.

PRIVACY RIGHTS & RESPONSIBILITIES

I understand that SUNY Erie Community College is bound by The Family Educational Rights and Privacy Act of 1974 (FERPA) which prohibits SUNY Erie Community College from releasing any information from my education record without my written permission.

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 SUNY Erie Community College are a necessity, and I am contractually obligated pursuant to the “doctrine of necessities.”