

## SFRA-04 | 6/5/20-Current

**Students who register at UVU must read and agree annually.**

**FINANCIAL RESPONSIBILITY:** I agree to pay all tuition, fees, and other related costs that result from my initial registration, any future registration, and/or future drop/add activity and understand that acceptance of these terms constitutes a promise to pay agreement.

**Payment of Tuition and Fees/Promise to Pay:** I understand and agree that when I register for classes at Utah Valley University or receive any service from Utah Valley University, I am accepting full responsibility to pay all tuition, fees, and other incurred costs, both direct and indirect, that result from my initial registration, any future registration, future add/drop activity, and other receipt of services. I understand that when I register I am reserving a seat in those classes, and that I am responsible to pay for all classes for which I am registered or do not drop prior to the 100% refund deadline.

[Registration Dates and Deadlines \(Student Timetable\)](#)

[Drop Procedures](#)

I understand that if I am unable to pay my tuition in full by the published payment due date, I may have the option of enrolling in a [Short-Term Tuition Payment Plan](#).

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. I further understand that registration for a course incurs immediate charges and my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

In addition, I agree to assume any unpaid financial obligations that my third-party sponsor (i.e. private employer, military installation, government agency, etc.) fails to pay to UVU on my behalf by the end of the semester.

**Returned Payments:** Returned Check Fees are charged when a paper check or electronic check is returned by your bank. Check payments are typically returned because of insufficient funds, check cancellation, or account closure but can also be returned if bank information is entered incorrectly for an online payment.

I understand and agree that if I submit a paper check or electronic check to Utah Valley University that is returned unpaid for ANY REASON I must pay the original payment amount plus a \$20.00 returned check charge. I further understand that consequences of not paying a returned check may include the withholding of registration, transcripts, or immediate

cancellation of my classes and that UVU may refuse to accept personal check payments from me in the future.

**DROPPING/WITHDRAWING FROM COURSES:** I understand and agree it is my responsibility to drop my own classes if I decide not to attend and further understand that I must drop my classes and/or file a Leave of Absence before the 100% Refund Deadline or I will be responsible for all tuition and fees.

I acknowledge that if I am not planning to attend, it is my responsibility to [drop my classes](#). I understand and agree that I must drop my courses prior to the 100% refund deadline as published on the [Registration Dates and Deadlines](#) (Student Timetable) or I am obligated to pay all tuition and fee charges.

I understand that submitting a [Leave of Absence](#) does not absolve me of any financial obligation to Utah Valley University unless it is completed prior to the 100% refund deadline. I understand and agree that if I choose to submit a Leave of Absence after the 100% refund deadline I will still be responsible to pay for the classes I have dropped. I further understand and agree that withdrawal from my classes may affect my financial aid eligibility and I will be responsible to repay any disbursements that are reversed on my student account and returned to the original aid source.

**CONSEQUENCES OF DELINQUENT ACCOUNT/COLLECTION:** I agree to pay all charges by the published deadlines and understand the consequences of delinquencies on my account including late payment charges, registration holds, and possible collection fees.

- **Financial Hold:** I understand and agree that if I fail to pay my student account balance or any monies due and owing Utah Valley University by the scheduled due date, Utah Valley University may restrict my right to register or receive other University services (including transcripts and my diploma) in accordance with [University policy](#) until I have paid all past due balances in full.
- **Late Payment Charge:** I acknowledge that payments must be received on or before the due dates published on the [Registration Dates and Deadlines \(Student Timetable\)](#) for the semester, and further acknowledge that if my balance is not paid by the published payment due date, I will be assessed a Late Payment Charge calculated on my outstanding account balance at 20%, not to exceed \$200.00 per semester. I further understand that payment for charges incurred after the Payment Deadline are due immediately.
- **Collection Agency Fees:** I understand and agree that if my student account remains unpaid beyond the end of the semester for which I incur charges, interest of 1.5% per month (18% APR) will begin to accrue on my unpaid balance. I further understand that my delinquent account may be reported to one or more of the nationwide credit reporting bureaus and may be turned over to an outside agency for collection.

In the event that I default on this agreement and it becomes necessary to place this account for collection, I agree to pay collection fees, not to exceed 50% of the debt, plus any court costs and/or attorney fees resulting from the enforcement of this agreement. (Collection fees are in

addition to the principal amount, fees, and interest charges.) Additionally, I agree that UVU shall have the right to offset any monies due me from UVU against the balance due on my student account.

**COMMUNICATION:** I understand all correspondence from Utah Valley University will be sent to my myUVU email account and therefore I am responsible for reading the e-mails I receive from UVU on a timely basis. I agree to keep my contact information current with UVU and further agree to allow Utah Valley University and its agents to contact me at any address, telephone, or cell phone number that I provide now or in the future.

**Method of Communication:** I understand that Utah Valley University uses electronic billing as its official billing method and that all correspondence from Utah Valley University, including notifications of outstanding debt, will be sent to my myUVU email account. I further understand that the University may send correspondence and paper bills via the U.S. Postal Service to my Local and/or Permanent address(es) listed in myUVU. Therefore, I acknowledge that I am responsible for reading the emails and all other correspondence I receive from UVU on a timely basis. I understand that failure to review my bill does not constitute a valid reason for not paying my bill on time.

**Contact Information and Consent to Communication:** I agree to keep my contact information current with UVU for purposes of continued communication regarding any amounts that remain due and owing to UVU or to receive general information from UVU.

I further agree to allow Utah Valley University and its agents to contact me at any address, telephone, or cell phone number that I provide now or in the future, using automated telephone dialing systems, artificial or pre-recorded voice or text message, or personal calls. I also authorize UVU or its agents to contact me not only at my myUVU email address but also at any other email address that I provide to the University.

**FINANCIAL AID DISBURSEMENTS:** Not all UVU students will apply for or receive Federal Financial Aid but in anticipation of students applying for and receiving aid at a later date in the award year, UVU asks all students to review and agree to the following:

I understand that if I am expecting Financial Aid, I am responsible to follow up and ensure I have met all requirements to receive it, and acknowledge that I may be charged a late fee if my Financial Aid has not disbursed by the Late Fee Deadline. I further acknowledge that aid is contingent upon my enrollment and attendance in each class.

I understand that I am responsible to follow up on the status of my Financial Aid Award and ensure that I have met all the requirements to receive it. I agree that it is my responsibility to ensure that it has been credited to my student account by the first day of classes and that I am responsible for any remaining balance not paid by my Financial Aid Award. I understand that if I

have not been offered a Financial Aid Award by the Payment Deadline, it is my responsibility to make other payment arrangements until my aid disburses. I understand that even if I am waiting for financial aid, I may still be charged a late payment fee if I have not made other payment arrangements by the Late Fee Deadline.

**Federal 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 returned to the Department of Education (ED). If some or all of my financial aid is returned to the Department of Education because I dropped or failed to attend class, I agree to repay all returned aid that was disbursed to my account and resulted in a credit balance that was refunded to me.

Prizes, Awards, Scholarships, and Grants: I understand that all prizes, awards, scholarships, and grants awarded to me 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.

## **Additional Terms and Conditions**

### **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

Except as may specifically be provided by pertinent statute or regulations, I understand that the Family Educational Rights and Privacy Act prohibits Utah Valley University from releasing information from my education record to a third party (including my parents or spouse) without my written permission. I further understand that all students taking courses at UVU are protected under FERPA regardless of age and if I want UVU to share my information with someone else, I must provide written permission by following the procedure outlined [HERE](#).

I understand that I may revoke my permission at any time as instructed in the same procedure.

Every student must read and agree to the following three additional statements in order to register at UVU:

## **ENTIRE AGREEMENT**

With respect to the matters described herein, this agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Utah Valley 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. No change or modification of this Agreement shall be valid unless it be in writing and signed by both the student and the University. Any modification is specifically limited to those policies and/or terms addressed in the modification.

## **GOVERNING LAW AND EFFECT OF PARTIAL INVALIDATION**

This Agreement shall be construed under and interpreted in accordance with the laws of the State of Utah. In the event that any portion of this Agreement is found invalid, that portion may be severed from and shall not affect the validity of the remaining provisions.

## **CONSENT TO JURISDICTION/CHOICE OF FORUM**

The student consents and agrees that all legal proceedings relating to subject matters covered in this Agreement shall be maintained in courts in the State of Utah and the student consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with courts located in the State of Utah.

## **Please indicate your acceptance of the following:**

Federal Financial Aid regulations require UVU to obtain authorization from each student regarding payment of non- institutional charges. Not all UVU students will apply for or receive Federal Financial Aid but in anticipation of students applying and receiving aid at a later date in the award year, UVU asks all students to review and respond to the following options.

**Financial Aid Consent 1:** I authorize UVU to use my Federal Financial Aid funds to pay non-institutional charges (items such as late registration fees, late payment fees, parking citations, book fines, etc.) in addition to tuition and fee charges for the current award year.

I understand that I may use my Federal Financial Aid (Pell Grant, Stafford Loans, SEOG, Perkins, and other such funds, including late disbursements) to pay non-institutional charges and other educationally related charges in addition to tuition and fees. These non-institutional charges may include items such as late registration fees, late payment fees, library fines, parking citations, returned check fees, etc. This consent will remain intact for the remainder of my time at UVU unless I choose to rescind my decision in writing.

I understand I may rescind my decision to have Federal Financial Aid pay my non-institutional charges for the current award year by contacting the Bursar's Office (BA-108) and completing a Rescinding Financial Aid Authorization form prior to my last day of enrollment during the academic year. I understand that any revocation of my decision is not retroactive but will take

effect on the date my signed request is received by the Bursar's Office.

**Financial Aid Consent 2:** I authorize UVU to use my Federal Financial Aid funds to pay non-institutional charges (items such as late registration fees, late payment fees, parking citations, book fines, etc.) for the prior award year (total amount up to but not exceeding \$200).

I understand that I may use my Federal Financial Aid (Pell Grant, Stafford Loans, SEOG, Perkins, and other such funds, including late disbursements) to pay non-institutional charges for the prior award year (total amount up to but not exceeding \$200). These non-institutional charges may include items such as late registration fees, late payment fees, library fines, parking citations, returned check fees, etc. This consent will remain intact for the remainder of my time at UVU unless I choose to rescind my decision in writing.

I understand I may rescind my decision to have Federal Financial Aid pay my non-institutional charges of up to \$200 for the prior award year by contacting the Bursar's Office (BA-108) and completing a Rescinding Financial Aid Authorization form prior to my last day of enrollment during the academic year. I understand that any revocation of my decision is not retroactive but will take effect on the date my signed request is received by the Bursar's Office.

**Electronic 1098-T:** I understand and consent that if I am eligible to receive a 1098-T tax document, it will be provided to me in electronic form through Tuition Payment PLUS, and I understand that I will not receive a paper copy through the mail. I understand that my consent will remain in effect for each year that I attend Utah Valley University. I further understand that I may choose to opt-out of the electronic format by contacting the UVU Bursar's Office, after which future 1098-T tax documents would be sent to me in paper form through the U.S. Postal Service.

I understand I must provide my Social Security number (SSN) or taxpayer identification number (TIN) to Utah Valley University upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes.

I understand that Utah Valley University will provide my 1098-T tax document to me in electronic form and understand I may view or print this form through Tuition Payment PLUS when it becomes available. I further understand that I will receive an email notification to my myUVU email account when the completed form is available to access from Tuition Payment PLUS. I understand Adobe Reader software must be installed on my computer to view 1098-T statements and acknowledge that I can [download Adobe Reader free of charge by visiting the Adobe home page](#).

I further understand I can grant authorized user access to my parent(s) or guardian(s) and allow them the ability to view my 1098-T tax document through Tuition Payment PLUS. I understand this choice is optional but may be particularly helpful to me if I plan to be away for a

humanitarian or religious mission, military service, or any event where I may be absent during tax season. I understand that this access can be granted and rescinded by me at any time.

I understand that my consent for electronic delivery will remain in effect for each year I attend Utah Valley University unless I choose to opt-out or withdraw my consent. To opt-out of the electronic notification method and choose to receive the 1098-T tax document in paper form, I understand I must contact the Bursar's Office in person (BA-108), by phone (801-863-8955), or through email at [bursar@uvu.edu](mailto:bursar@uvu.edu).

In further compliance with IRS Regulations, complete information regarding [1098-T electronic consent, delivery methods, opt-out instructions](#).

**Student Financial Responsibility Agreement is signed annually.**