

## Financial Terms and Conditions Agreement

### Acknowledgment of Responsibility

1. By registering for courses at **Pennsylvania Western University of PA** (the "University"), I hereby acknowledge that I am entering into a contractual arrangement and agree to accept financial responsibility for payment of all tuition, fees and other charges on my student account associated with enrollment and/or attendance.
2. I understand and agree that if I decide to not attend a course or courses, it is my obligation to "drop" or withdraw from these courses myself, or with the assistance of the Registrar's Office. The date used for this withdrawal is the date the Registrar's Office receives the document, not when I stop attending the class. I understand simply telling the professor I am not going to attend is not sufficient. See Withdrawal information below.
3. I acknowledge the current published tuition and fees schedules are available at <https://www.pennwest.edu/tuition-and-aid> and that I have read and understand the schedules and that tuition and fee charges are subject to change every semester.

### General Provisions

1. My student account(s), **MyPennWest**, reflects a balance I currently owe for educational services obtained from and the associated costs of attending the University or registrations I have already processed (or were processed on my behalf).
2. The University will not bill third parties on my behalf.
3. I understand by accepting this agreement that the official method of notification regarding **MyPennWest**, registrations, invoicing, financial aid and other related communications regarding my attendance at the University, will be via my University email account. Financial Aid communications will include but not be limited to award letters/notifications and disbursement notifications. I understand it is my obligation to check this email account regularly and I will be held responsible for the communications there within.
4. I understand that I am agreeing to receive electronic notices and communication from the University. I agree to allow the University and its representatives, attorneys and agents (including third parties attempting to collect a debt) to contact me at my current or any future mobile phone number, home phone number and email address I provide, including by way of automated telephone dialing systems, artificial or pre-recorded voice or text messages, or personal calls for purposes of collecting any portion of my debt which is past due as well as any other loan, default or education matter pertaining to my enrollment in or attendance at the University. I understand that others may be able to review my messages and/or emails sent to, from or on behalf of the University, which may include information about my debt and its status.
5. I understand and agree that I am responsible for keeping the University up to date with my current mailing addresses, email addresses, and phone numbers by following the procedure at the University's Website <https://www.pennwest.edu>. Upon leaving the University for any reason, it is my responsibility to provide the University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the University.
6. The University is an institution of higher education. As such, all or a portion of my student account is considered to be an educational loan offered for the sole purpose of financing an education and is not dischargeable in bankruptcy proceedings.
7. This agreement will be in effect until I have fulfilled all financial obligations to the University and the University has terminated this agreement.

### Repayment

1. I understand that when I register for any class at the University or receive any service from the University I accept full responsibility to pay all tuition, fees and other associated costs assessed, including late fees and interest that may be 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. ss523(a)(8)) in which the 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.

2. If payment is made by check and the check is returned, I agree that a fee of \$30 for a returned item will be charged to my student account. If payment is made by electronic check and the item cannot be processed successfully for any reason, I agree that a fee of \$30 for the item will be charged to my student account.
3. If I expect financial aid to pay all or part of my financial obligations to the University, I understand that it is my responsibility to meet all requirements for disbursement to my student account. I authorize the University to use the financial aid to pay for all education costs charged to my student account for my entire period of enrollment or attendance at the University. Should the lender or provider of the funds make an adjustment for any reason that would reduce my aid, the resulting balance is due by me.
4. I understand that it is my responsibility to ensure that all requirements of grantors, lenders, employers, and other third-party payers are met on a timely basis. I understand that, despite my expectations for payment from financial aid or other sources, I am ultimately responsible for all charges incurred.
5. I understand that my financial aid may be adjusted due to eligibility. I agree to pay back to the University any amounts that I am not eligible for under applicable financial aid guidelines.

### **Late Fees**

1. If I fail to pay my student account, I understand the University will assess a \$100 late fee for account balances in excess of \$500.
2. Late fees will be assessed approximately 30 days into the semester. (based on first financial aid disbursement date.)

### **Billing Disputes**

I understand that if I believe a charge on my bill is incorrect, it is my responsibility to notify the Student Accounts office by emailing or mailing a letter containing (1) my name and student identification number, (2) the dollar amount of the contested charge, and (3) why I believe the charge is incorrect, to

Student Accounts Office  
[studentaccounts@pennwest.edu](mailto:studentaccounts@pennwest.edu) or

PennWest University of PA  
Student Accounts Office  
250 University Ave  
California, PA 15419

### **Default**

I will be in default if I break any promise made to the University or fail to perform promptly at the time and in the manner provided in my housing plan, meal plan, or tuition plan agreement with the University or fail to pay other charges (including, but not limited to, parking fees or fines, health center charges, ID card replacements, or financial aid adjustments) that post to my student account by the due date on the bill.

### **Collections & Rights of University Under Default**

1. I understand and agree that if I fail to pay my student account bill or any monies due and owing to the University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, the University may attempt to collect the debt or may refer my delinquent account to the Office of Attorney General or a third-party collection agency or attorney for collection.

2. I further understand that if the University refers my student account balance for collection, I will be responsible for all costs and expenses (including reasonable attorney's fees) associated with attempting to collect the monies due and owing. The collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 33% of the amount outstanding. If a lawsuit is filed to recover an outstanding balance, I will also pay any court costs, in addition to all other sums provided by law.
3. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

### **Withdrawal**

1. I understand that I must abide by official University policies regarding withdrawal from the university. Withdrawal from the University, whether voluntary or at the request of the University, does not exempt me from payment in full for charges incurred while attending the University. Similarly, I understand my failure to attend a course or courses does not exempt me from my payment obligations for course or courses and associated fees. I must follow the process for withdrawing, and complete the appropriate paperwork.
2. Depending on the date I withdraw, I understand that any financial aid previously disbursed, or not yet disbursed may be reduced and returned to the lender or provider, and repayment of these to the University may be required to cover the charges remaining. Additionally, any previously issued refunds may no longer be valid, and due back to the University in full or in part. The order in which financial aid is returned, and the calculation thereof, resides within the scope of the Financial Aid Office. The Financial Aid Office should always be consulted prior to any withdrawal activity to discuss the consequences of these potential actions.
3. Reduction in charges resulting from a withdrawal is governed by the Refund Policy issued by Pennsylvania State System of Higher Education. Current withdrawal dates, Add Drop periods, and policies are posted on the University's website. Not all withdrawals will result in reduced charges.

### **Withhold Diplomas, Transcripts, Grades**

The University may withhold my official transcript, diploma, or grades until all my financial obligations have been met.

### **Preventing Registration Activities**

The University may prevent future registration until all my financial obligations have been met. I understand if I make a payment to clear a prior debt and have a restriction removed to register, any registrations obtained may be removed should that payment be returned unpaid for any reason.

### **Privacy Rights & Responsibilities**

I understand the University is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits the University from releasing any information from my education record without my written permission. Therefore, I understand that if I want the University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at: <https://www.pennwest.edu>. I further understand that I may revoke my permission at any time as instructed in the same procedure.

### **IRS Form 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to the 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 the University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN. I consent to receive my annual IRS Form 1098-T, tuition Statement, electronically from the University. I understand that if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand that I can withdraw this consent or request a paper copy by following the instructions at: <https://www.pennwest.edu>.

## Governing Law

This agreement will be governed by the laws of the Commonwealth of Pennsylvania and any disputes arising from this Agreement shall be determined in accordance with the law of this jurisdiction.

## Entire Agreement

1. This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and the 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 the University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.
2. If any provision, term, or clause of this agreement is declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, this agreement shall be deemed severable, and all other provisions, terms, and clauses of the agreement will remain valid and binding on the parties.
3. I understand by checking this box I am acknowledging that I have read this entire agreement and am legally bound to these terms and conditions, which are binding upon me, my heirs, executors, administrators, successors and assigns.
4. I understand and agree that if I am younger than 18 years of age when I execute this agreement I will be required to obtain a signature from my parent or guardian agreeing to this Financial Terms and Conditions Agreement.

PARENT/LEGAL GUARDIAN SIGNATURE REQUIRED FOR STUDENTS UNDER THE AGE OF 18:

Parent/Guardian Name (Please Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student Name (please print): \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student ID #: P\_\_\_\_\_