



**FINANCIAL RESPONSIBILITY AGREEMENT**  
**(With agreement of parent (s) or other representative)**

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**PAYMENT OF FEES/PROMISE TO PAY**

I understand that when I register for any class or receive any service from Thames at Mitchell, 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 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 withdraw from Thames, I will be responsible for paying all or a portion of the tuition and fees in accordance with the Thames tuition refund policy located at <http://mitchell.edu/wp-content/uploads/2018/02/Thames-Refund-Policy-Web.pdf>. I have read the terms and conditions of the refund policy and understand those terms are incorporated in this agreement by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility.

**DELINQUENT ACCOUNT/COLLECTION**

**Financial Hold:** I understand and agree that my failure to pay my student account bill or any other amounts due and owing to Thames by the scheduled due date may result in my removal from classes.

**Collection Agency Fees:** I understand and agree that if I fail to pay any amounts due by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, I will be responsible for all collection costs, including reasonable attorneys' fees, court costs and other expenses. Thames may refer my delinquent account to a collection agency and I further understand that I am responsible for paying the collection agency fee which may be an amount up to 15% of my delinquent account. Finally, I understand that my delinquent account may be reported to one or more national credit bureaus.

**COMMUNICATION**

**Method of Communication:** I understand and agree that Thames uses email as an official method of communication with me, and that therefore I am responsible for reading the emails I receive from Thames on a timely basis. Thames will provide me with a Mitchell College email address that will be the primary email we will use.

**Contact:** I authorize Thames 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) for any purpose, including without limitation, regarding my student account(s)/loan(s), any other debt I owe to Thames, or to receive general information from Thames. I authorize Thames and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails to contact me. I understand that my consent to receiving automated calls and artificial or prerecorded text messages on my cellular phone is not required as a condition of receiving services from Thames at Mitchell.

**Updating Contact Information:** I understand and agree that I am responsible for contacting Thames staff to keep records up to date with my current physical addresses, email addresses, and phone numbers. Upon leaving Thames at Mitchell for any reason, it is my responsibility to provide the school with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Thames.

**METHOD OF BILLING**

I understand that Thames uses electronic billing (e-bill) as its official billing method, and 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. **All students will receive their e-bill via their Mitchell College email address.** If a parent or other party is responsible for payments, Thames will arrange the method of billing with such other responsible party.

**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 to Thames at Mitchell.

### **RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS**

If a payment made by me 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 sign with Thames may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Thames.

### **WITHDRAWAL**

If I decide to completely withdraw from Thames, I will follow the instructions at <http://mitchell.edu/wp-content/uploads/2018/02/Thames-Refund-Policy-Web.pdf> which I understand and agree are incorporated in this Agreement by reference.

### **IRS FORM 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Thames upon request if required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes.

### **ENTIRE AGREEMENT**

This Agreement supersedes all prior understandings, representations, negotiations and correspondence between me and Thames, constitutes our entire agreement 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 Thames if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

I understand that this Agreement will govern my financial responsibility to Thames throughout the entire period of my registration for any classes or receipt of any services from Thames at Mitchell, even if my registration or receipt of services covers multiple years and/or is not continuous. This Agreement supplements any current or future agreements signed by me with respect to my financial obligations to Thames at Mitchell (such as payment plan agreements) and it is not limited by these agreements.

I understand that the specific links provided to Thames at Mitchell website in this document may change from time to time and that this document incorporates any future links covering the same or updated information.

### **GOVERNING LAW**

This Agreement will be governed by the laws of the State of Connecticut, without regard to choice of law rules.

### **SIGNATURES**

Student's Name (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Student's Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

### **AGREEMENT OF PARENT(S) OR OTHER REPRESENTATIVE(S)**

*(To be signed by parent(s) or other representative(s) if designated by the student to receive information and manage student's financial arrangements with Thames at Mitchell.)*

The signature(s) below confirm the intent of the individuals below to be legally bound, jointly and severally with the student, to all provisions of this Financial Responsibility Agreement, including without limitation, the responsibility to pay all tuition, fees and other costs, and responsibility for delinquent accounts and collection fees.

Name (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Name (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_