



## FINANCIAL RESPONSIBILITY AGREEMENT

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### **PAYMENT OF FEES/PROMISE TO PAY**

I understand that when I register for any class or receive any service from Mitchell 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 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 the tuition and fees in accordance with the published tuition refund schedule in Mitchell College's tuition refund policy (<http://mitchell.edu/financial-policies/>). I have read the terms and conditions of the published tuition refund schedule 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 if I fail to pay my student account bill or any other amounts due and owing to the College by the scheduled due date, Mitchell College will place a financial hold on my student account and I will be unable to register for future classes, receive transcripts, or receive my diploma.

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

**Contact:** I authorize Mitchell 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) for any purpose, including without limitation, regarding my student account(s)/loan(s), any other debt I owe to Mitchell College, or to receive general information from Mitchell College. I authorize Mitchell 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 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 the College.

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

### **METHOD OF BILLING**

I understand that Mitchell College 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, the College 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 at Mitchell College.

**RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS**

If a payment made by me to the College is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$35. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Mitchell College may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at the College.

**WITHDRAWAL**

If I decide to completely withdraw from Mitchell College, I will follow the instructions at <http://mitchell.edu/financial-policies/> 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 Mitchell College upon request as 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 Mitchell College, 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 Mitchell College 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 Mitchell College throughout the entire period of my registration for any classes or receipt of any services from the College, 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 the College (such as payment plan agreements) and it is not limited by these agreements.

I understand that the specific links provided to the College’s 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:** The signature(s) below express the intent of the individual(s) below to be legally bound by this Agreement.

Student’s Name (Print): \_\_\_\_\_

Student’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent’s Name (Print) \_\_\_\_\_  
(Required where student is under 18 years of age.)

Parent’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required where student is under 18 years of age.)