FINANCIAL RESPONSIBILITY AGREEMENT

Student Name:_____ Semester: Summer ☐ Year_____ Initials_____

Student ID# _____ Fall ☐ Year_____ Initials_____

Spring ☐ Year_____ Initials_____

PAYMENT OF FEES/PROMISE TO PAY

I understand when I register for any class at Moberly Area Community College (hereafter referred to as MACC) or receive any service from MACC, 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 my registration and acceptance of these terms constitutes a contractual 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 MACC 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 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 tuition and fees in accordance with the published tuition refund schedule at https://www.macc.edu/refund-information. 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 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 if I fail to pay my student account bill, or any monies due and owing MACC by the scheduled due date, MACC will place a financial hold on my student account, preventing me from registering for future classes, obtaining transcripts, or receiving my diploma.

Late Payment Charge: I understand and agree if I fail to pay my student account bill, or any monies due and owing MACC by the scheduled due date, MACC will assess a late payment fee at a minimum of $75.

Collection Agency Fees: I understand and accept if I fail to pay my student account bill or any monies due and owing MACC by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, MACC may refer my account to a collection agency. I further understand if MACC refers my student account balance to a third party for collection, whether an attorney or collection agency, I will be responsible for any costs (including but not limited to collection fees) associated with attempting to collect the monies due and owing. I understand a collection fee will be assessed and will be due and owing 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 40% 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 MACC uses email as an official method of communication with me and I am responsible for reading the emails I receive from MACC on a timely basis.

Contact: I authorize MACC and its agents and contractors to contact me at my current and any future cellphone number(s), email address(es), or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to MACC, or to receive general information from MACC. I authorize MACC and its agents and contractors to use automated telephone dialing equipment, artificial or prerecorded 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 or text my cellphone using automated telephone dialing equipment by submitting a clear revocation request to MACC Student Affairs or to the applicable contractor or agent contacting me on behalf of MACC.

Updating Contact Information: I understand and agree that I am responsible for keeping MACC records up to date with my current mailing addresses, email addresses, and phone numbers by logging into https://my.macc.edu/ics and submitting an Information Update Form. The linked procedure is incorporated herein by reference. Upon leaving MACC for any reason, it is my responsibility to provide MACC with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to MACC.

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

SEVERABILITY CLAUSE
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.

FINANCIAL AID
I understand 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 specific aid program. I understand 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 my financial aid eligibility may decrease and some or all of the financial aid awarded to me may be revoked.

If some or all of my financial aid is revoked because I dropped or failed to attend class, I agree to repay all revoked aid disbursed to my account and resulted in a credit balance refunded to me.

METHOD OF BILLING
I understand MACC uses electronic billing (e-bill) as its official billing method. I am responsible for logging into https://my.macc.edu/ics to view my e-bill and account balance, and to make a payment, by the scheduled due date. I further understand failure to review my e-bill does not constitute a valid reason for not paying my bill on time. Instruction on how to view a student account balance is found at www.macc.edu/payment-information/

BILLING ERRORS
I understand 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 MACC.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENT
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 multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with MACC may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at MACC.

WITHDRAWAL
If I decide to completely withdraw from MACC, I will follow the instructions https://www.macc.edu/admissions-advising/, which I understand and agree are incorporated herein by reference.

PRIVACY RIGHTS & RESPONSIBILITIES
I understand MACC is bound by the Family Educational Rights and Privacy Act (FERPA) (https://studentprivacy.ed.gov/ferpa), which prohibits MACC from releasing any information from my education record without my written permission. Therefore, I understand if I want MACC to share information from my education record with someone else, I must provide written permission by completing the Consent to Release Form at https://my.macc.edu/ics. I further understand I may revoke my permission at any time as instructed in the same procedure.

INTERNAL REVENUE SERVICE (IRS) FORM 1098-T
I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to MACC as required by IRS regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to MACC, 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 MACC. I understand if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand I can withdraw this consent or request a paper copy by following the instructions at https://www.macc.edu/1098-t-faq.

Please email the completed form to heatherh@macc.edu or drop off at any MACC Student Affairs Front Office.

☐ **ELECTRONIC SIGNATURE**
I hereby acknowledge that I have read this agreement and understand it. I understand I am consenting to be bound by this agreement which shall serve as a promissory note, thereby obligating me to pay all outstanding balances due MACC.

Name:_____ Date:_____