



### **Student Financial Responsibility Agreement**

**Promise to Pay** – By agreeing to the terms and conditions of this Financial Responsibility Agreement (“Agreement”), I understand and agree to accept full financial responsibility for the payment of all applicable tuition and fees assessed based upon registration at the Colorado School of Mines (“Mines”). I further understand that if I drop or withdraw from all or some 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 refund schedule. I further understand that I will not be absolved of my financial responsibility even if I fail to attend a class, fail to submit my confirmation of attendance, do not receive an eBill, or fail to drop/withdraw properly.

Tuition and Fees are always due the first business day after Census Day. There is a 5 business day grace period. Therefore, any payment not received by the close of business (4pm MST) on the last day of the grace period will be assessed a late fee. I acknowledge that any tuition, fees, and fines that are not paid in full by the end of the grace period, the amount of funds erroneously disbursed to me, and any other financial obligations to Mines will automatically be considered past due and/or owing and incur applicable late payment fees. I understand that if any of my financial obligations to Mines are not paid in full or any funds erroneously disbursed to me are not returned to Mines, Mines will, to the extent permitted by law, refuse to allow me to register for additional classes, withhold release of my transcripts and diploma, and take action against me to collect any unpaid or unreturned amounts owing under my Student Account, including assignment of the Student Account for collections, in which case I am responsible for paying any additional fees incurred to collect the amounts owing on the Student Account. I understand that amounts owing under my Student Account are amounts incurred by me to pay qualified higher education expenses and, pursuant to 11 U.S.C § 523(a)(8), might not be discharged in bankruptcy.

**Student Account, Billing Statement, and 1098-T**– I understand and agree that Mines communicates all Student Account information via electronic services using online secured portals via Trailhead, and that Mines may send me important notices via my Mines-issued e-mail account. Mines generates electronic statements (eBills) only. I agree to review my Student Account activity available in Trailhead prior to and after registering for classes and before the payment due date each term. I further understand that the IRS Tax Form 1098-T for any reportable transactions will also be available electronically and notifications for the 1098-T tax document will be sent to my Mines-issued email account. If I wish to opt out of electronic delivery of the 1098-T tax form, I must notify the Bursar Office in writing. I agree that it is my responsibility to review my Trailhead Student Account status and my Mines-issued email account regularly. Failure by me to view my Student Account or Mines-issued email account or receive any billing statement is not valid grounds for absolving me of my financial obligations or waiving the late payment fees or registration, diploma, grades, or transcript holds.

#### **Other Fees-**

**Returned Check Fee** – A returned check fee in the amount of \$35.00 will be added to my Student Account for any check returned by the financial institution for payment made to my Student Account. I understand if this occurs, I must remit payment for the original payment amount in addition to the returned check fee in the form of a cashier’s check. Mines reserves the right to pursue all legal remedies available to collect on any returned check. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Mines may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Mines.

**Late Payment Fee** – A late payment fee of 1.5% of the unpaid balance may be assessed monthly on my Student Account that has an overdue outstanding balance. The late payment fee will accrue monthly on the outstanding balance.

**Payments** – Payments received will be applied to my unpaid Student Account balance. Payments received in excess of the outstanding balance due on my account will not be accepted. If a credit balance results on a student account from financial aid, withdrawing from courses that were already paid for, etc., I understand that I must enroll in eRefund and submit an electronic refund request form to receive my disbursement. If the credit balance results from Title IV Federal funding, I understand that the electronic disbursement may occur without me submitting an electronic refund request form.

**Please note:** *Payments made to any Student Account through the Office of Financial Aid will be applied as mandated by the State or Federal government or the organization providing the funds. Federal financial aid regulations do not permit Mines to automatically apply an upcoming financial aid refund to a past due balance from a prior aid year. If a refund of financial aid is expected to pay off a prior term balance from a previous financial aid year, then I understand that I will need to personally receive the refund and pay the balance due separately, immediately. Title IV Federal Financial Aid will automatically pay the current year institutional charges (i.e. tuition, fees, etc.) and up to \$200 of the prior year institutional charges.*

**Collection Agency** – If Mines’ internal collection efforts have failed to induce me to pay the amount due on my Student Account, my Student Account will be sent to a collection agency and may be reported to one or more credit bureau reporting service(s). I explicitly authorize Mines to release my personal and financial information under those circumstances. If Mines refers my account to a collection agency, then, to the extent permitted by applicable law, I understand I am responsible for paying all the collection fees, including but not limited to attorney fees and expenses incurred by Mines. I also acknowledge that collection agency fees may be based on a percentage (up to the maximum of 40% of the collected balance). If my account is sent to Collections, then I pay the account in full at Collections and wish to return to Mines for a future semester, I understand that payment is due in full not later than the first day of classes for the term in which I am seeking to register. If I register after the first day of classes, I understand that payment is due in full on the date of enrollment. If payment is not received in full by the applicable deadlines set forth above, I will be withdrawn from all courses prior to Census Day and will be unable to attend Colorado School of Mines for that term, with no option to appeal for re-enrollment for that term.

**Notices** – All notices given by Mines in connection with my Student Account shall be sent to my Mines-issued email account. Student Account information is considered received when the information is posted on the secure student portal via Trailhead. Any notices sent to my mailing address are deemed to have been delivered on the day they are deposited in the United States mail. It is my responsibility to keep all of my contact information up to date.

**Telephone Consumer Protection Act (TCPA) and Colorado Fair Debt Collection Practices Act** – I authorize Mines and its respective agent(s) and contractors, including collection agencies, to contact me regarding my Student Account at the current or any future telephone number provided by me for my landline, cellular phone or other wireless device for the purpose of receiving notifications pursuant to this Agreement using automated telephone dialing equipment or artificial or pre-recorded voice or text messages and in compliance with the requirements of the Telephone Consumer Protection Act, 47 U.S.C. § 227 and the Colorado Fair Debt Collection Practices Act, §§ 12-14-101 et seq., C.R.S. Furthermore, I understand that consent is not required and I may withdraw my consent by submitting my request in person or in writing to the Bursar Office or in writing to the applicable contractor or agent contacting me on behalf of Mines.

**Change of Terms** – Mines reserves the right to change the terms of this Agreement at any time. Notice of such a change will be provided via email to my Mines email address and I will be able to resign the modified agreement for it to take effect. It is my responsibility to ensure that I am aware of any changes, including changes to any and all tuition and fees. Changes may apply to all outstanding balances and to any future transactions on my Student Account.

**Billing Rights Summary** – In case of errors, inaccuracies, or questions about my Student Account, or if I need more information about a transaction on my Student Account, I will contact the Bursar Office immediately via the address or phone number provided at <http://mines.edu/bursar> or email the Bursar Office at [bursar@mines.edu](mailto:bursar@mines.edu).

**Governing Laws** – This Agreement is governed by the laws of the State of Colorado and all applicable federal laws. Any provision of this Agreement that is rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

**By choosing to enroll at Mines, I agree that I have carefully read this statement, fully understand it, and agree to be legally bound by it.**