

## Student Financial Responsibility Agreement

*This is a legally binding contract. Please review it carefully before electronically signing.*

**I fully understand and agree that my authorization to enroll and continue to register for courses at Niagara County Community College is expressly conditioned on my acceptance of the terms and conditions set forth below. In exchange for the opportunity to enroll at NCCC, to receive educational services, and for other valuable consideration, I agree to the following terms and conditions.**

**INSTRUCTIONS: Please put a mark in the I Agree box at the end of this Agreement to indicate your acceptance of these terms and conditions, the statement under the check box and the information provided in the links contained in the Agreement.**

**Payment Responsibility:** I understand and agree that when I register for any class at Niagara County Community College (the “College”) or receive any service from the College, I accept full responsibility to pay all tuition, fees, and other charges assessed as a result of my registration and/or receipt of services. Other charges may include course materials, bookstore charges and any other charges that appear on my Schedule/Bill. If I live in Student Housing Village or sign up for a meal plan, I further agree to pay all charges associated with my housing and/or dining.

I further understand and agree that 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 the College is providing me educational services and deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees, and other associated charges by the published or assigned due date.

**Billing Method:** I understand that the College uses electronic billing as its official billing method and will not send a paper bill to me or to anyone else who may make payments on my behalf. I acknowledge that I am responsible for viewing and paying all student account charges by the posted due date. I further understand and agree that failure to attend class or review my Schedule/Bill does not absolve me of my financial responsibility as described above or constitute a valid reason for not paying my charges by the posted due date.

**Billing Errors:** I understand that administrative, clerical, or technical billing errors, while rare, 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 the College.

**Due Dates & Late Payment Fee:** I promise to pay the College by the due dates stated on my student account and in applicable College catalogs and/or websites. I acknowledge that failure to make a payment by the due date may result in a \$35 late fee. If I elect to make payments in installments, I understand that a \$35 late fee will be assessed for each late installment payment.

**Class Drop/College Withdrawal:** I understand and agree that I must abide by College policies regarding withdrawal from the College. I understand and agree that if I drop or withdraw from some or all of the classes for which I registered, I will be responsible for paying all or a portion of the tuition and associated fees in accordance with the published Refund/Liability Schedule at <https://www.niagaracc.suny.edu/tuition/refund>. I understand that withdrawal from the College, whether voluntary or at the request of the College, does not exempt me from payment in full for charges incurred while attending the College.

**Refunds:** I understand that it is the College policy not to retain funds due to me on my student account, and that I may receive refunds authorized by the Cashier's Office. In the event that adjustments to my student account after a refund has been sent to me results in me owing money back to the College, I promise to return that money to the College, and I acknowledge that I may incur a financial hold on my account until that money has been returned.

**Financial Aid:** I acknowledge and agree that I am ultimately responsible for payment of all charges, regardless of my expectations for payment from financial aid or other sources. I understand that my financial aid may be adjusted after the initial award has been processed, based on required supplemental information or correction of erroneous data. I agree to return to the College any amounts for which I am found ineligible under applicable financial aid guidelines.

If I expect financial aid to pay all or part of my financial obligations to the College, I understand and agree that it is my responsibility to satisfy all requirements for disbursement to my student account, including the completion of a master promissory note or loan entrance counseling. 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 that was disbursed to my account and that may have resulted in a credit balance that was refunded to me.

I understand that all awards, scholarships, grants, or other benefits awarded to me are considered financial resources according to federal Title IV financial aid regulations and institutional policies and may therefore reduce my eligibility for other federal and/or institutional financial aid (e.g., loans, grants, Federal Work Study) which, if already disbursed to my student account, must be reversed and returned to the aid source.

**Method of Communication:** I understand and agree that the College uses my TWolves e-mail as an official method of communication with me and that, therefore, I am responsible for reading all e-mails I receive from the College and for responding in a timely manner. I understand and agree that the College may also use other methods and contact information, such as mailing addresses and/or mobile phone numbers, to contact me.

I authorize the College and its agents and contractors to contact me at my current and any future cellular phone number(s), e-mail address(es), or wireless devices(s) regarding any aspect of my student account, any other debt I owe the College, or to receive general information from the College. I authorize the College and its agents and contractors to use automated telephone dialing equipment, artificial or prerecorded voice or text messages, and personal calls and e-mails 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 the Cashier's Office or to the applicable contractor or agent contacting me on behalf of the College.

**Updating Current Contact Information:** I understand and agree that I am responsible for keeping College records up to date with my current physical addresses, e-mail addresses, and phone numbers by following the procedure at <https://www.niagaracc.suny.edu/registration-records/updateinfo>. The linked procedure is incorporated herein by reference. Upon leaving the College for any reason, it is my responsibility to provide updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the College.

**Compliance with College Policies:** I understand and agree that there are other policies regarding financial aid and I understand and agree that I will abide by the policies found at <https://www.niagaracc.suny.edu/fin-aid/eligibility> and incorporated herein by reference.

**Failure to Pay College Financial Obligations:** I understand that enrolled students may be prevented from course enrollment for future terms for past due financial obligations. Current students will have their debts offset against any credit balances and other proceeds, as allowed, such as loan checks. Current and former students will have a finance hold placed on their student account preventing them from adding classes.

**Collection Costs:** I understand and accept that if I fail to pay my student account bill or any monies due and owing the College by the posted due date and fail to make acceptable payment arrangements to bring my account current, the College may refer my delinquent account to a collection agency. I further understand that if the College 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 reasonable collection agency fees) associated with attempting to collect the monies due and owing. I understand that 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 and may be based on a percentage not to exceed 33.3% of the amount outstanding. I acknowledge that the collection costs may not reflect the actual costs of collection incurred in the course of collecting the debt. 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, attorneys' fees, or other applicable costs. Finally, I understand that my delinquent account may be reported by a third-party collection agency to one or more of the national credit bureaus.

**Returned Payments:** I acknowledge that a return check/charge fee will be assessed to my student account for all eCheck (ACH) or paper checks processed as nonsufficient funds (NSF), or disputed credit card payment, or bad faith stop payment in accordance with New York law.

**Financial Hold:** I understand and agree that if I do not make payment for all charges on my student account, I may incur a financial hold which will prevent me from adding classes to my schedule or receiving my diploma.

**IRS Form 1098-T:** I agree to provide my social security number (SSN) or taxpayer identification number (TIN) to the College upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes.

I understand that if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided.

**Governing Law, Venue and Jurisdiction:** I agree that this agreement shall be governed by and construed in accordance with the laws of the State of New York. I further agree that any legal suit, action or proceeding arising out of or related to this agreement or the matters contemplated hereunder may be instituted in the County of Niagara and agree to submit to the jurisdiction of such courts.

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

**Severability:** If any portion of this agreement is found to be illegal, unenforceable, or ineffective, that portion shall be deemed severable, and all other provisions, terms, and clauses of this agreement will remain valid and binding on the parties.

**Miscellaneous:** I understand and agree if I am younger than the applicable age of majority when I execute this agreement, the educational services provided by the College are a necessity, and I am contractually obligated pursuant to the “doctrine of necessities.”

The agreement will remain in full force and effect for as long as I am enrolled in any class or program at the College, and therefore for as long as I owe any amount of money to the College.

I understand that I can access and print a copy of the Student Financial Responsibility Agreement at <https://www.niagaracc.suny.edu/tuition> and that I can obtain a copy of this executed Agreement by writing to Cashier’s Office at [cashier@niagaracc.suny.edu](mailto:cashier@niagaracc.suny.edu).

I Agree

By checking the box, I **[Student Name]** agree, and it is my intent to electronically sign this document. By submitting the Student Financial Responsibility Agreement e-document to Niagara County Community College in this way, I understand my e-signing and submitting is the legal equivalent of having placed my handwritten signature and affirmation on the submitted document for purposes of validity, enforceability and admissibility.