

Financial Responsibility Agreement

PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Ashland University or receive any service from Ashland University 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 Ashland University 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 [24-25 R2T4 Policy_0.pdf \(ashland.edu\)](#). 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 Ashland University by the scheduled due date, Ashland University may place a financial hold on my student account, preventing me from registering for future classes 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 Ashland University by the scheduled due date, Ashland University will assess late payment and/or finance charges at the rate of 1.5% per month on the past due portion of my student account until my past due account is paid in full.

Collection Agency Fees: I understand and accept if I fail to pay my student account bill or any monies due and owing Ashland University by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, Ashland University may refer my account to a collection agency. If Ashland University refers my account balance to a third-party 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 exceed 30 percent 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, attorney's fees or other applicable costs. Finally, I understand that my delinquent account may be furnished to one or more of the national credit bureaus.

COMMUNICATION

Method of Communication: I understand and agree Ashland University uses e-mail as an official method of communication with me, and I am responsible for reading the e-mails I receive from Ashland University on a timely basis.

Contact: I authorize Ashland University 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) regarding my delinquent student account(s)/loan(s), any other debt I owe to Ashland University, or to receive general information from Ashland University. I authorize Ashland University and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded 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 cellular telephone using automated telephone dialing equipment by submitting a clear revocation request to the Office of Records and Registration or in writing to the applicable contractor or agent contacting me on behalf of Ashland University.

Updating Contact Information: I understand and agree that I am responsible for keeping Ashland University records up to date with my current mailing addresses, email addresses, and phone numbers by following the procedure at <https://ashlandcentral.etrive.cloud/Index#/form/85> or by emailing my updated information

to the Registrar's Office at regis@ashland.edu. The linked procedure is incorporated herein by reference. Upon leaving Ashland University for any reason, it is my responsibility to provide Ashland University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Ashland University.

FINANCIAL AID

I understand that aid described as "estimated" on my Financial Aid Award does not represent actual or guaranteed payment. I understand it is an estimate of the aid I may receive if I meet all requirements stipulated by that aid program.

I understand that 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 that 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 that was disbursed to my account and resulted in a credit balance that was refunded to me.

I agree to allow financial aid I receive to pay any and all charges assessed to my account at Ashland University such as tuition, fees, campus housing and meal plans, student health insurance, parking permits, service fees, fines, bookstore charges, or any other amount, in accordance with the terms of the aid.

Federal Aid: I understand that any federal Title IV financial aid that I receive, except for Federal Work Study wages, will first be applied to any outstanding balance on my account for tuition, fees, room and board. Title IV financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, PLUS Loan, Nursing Faculty Loan, and TEACH Grant programs. I authorize Ashland University to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees and fines, and any other education related charges. I further understand that this authorization will remain in effect until I rescind it or the end of the current academic year and I may withdraw it at any time by following the instructions at <https://www.ashland.edu/policies-terms>.

Prizes, Awards, Scholarships, Grants: I understand all prizes, awards, scholarships and grants awarded to me by Ashland University will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of a prize, award, scholarship or grant is considered a financial resource according to federal Title IV financial aid regulations and may therefore reduce my eligibility for other federal and/or state financial aid (i.e., loans, grants, Federal Work Study) which, if already disbursed to my student account, must be reversed and returned to the aid source.

WITHDRAWAL

If I decide to completely withdraw from Ashland University, I will follow the instructions at <https://www.ashland.edu/policies-terms> and complete the <https://ashlandcentral.etrive.cloud/#/form/56> which I understand and agree are incorporated herein by reference.

PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Ashland University is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits Ashland University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Ashland University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at <https://catalog.ashland.edu/rights> and complete the form <https://ashlandcentral.etrive.cloud/#/form/34>. I further understand I may revoke my permission at any time as instructed in the same procedure..

IRS FORM 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Ashland University upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to Ashland University, 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 Ashland University. I understand if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand

that I can withdraw this consent or request a paper copy by following the instructions at <https://www.ashland.edu/tuition-fees>.

STUDENT AGE

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

ENTIRE AGREEMENT

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Ashland University, 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 Ashland University 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 in effective 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.

GOVERNING LAW, VENUE AND JURISDICTION

I agree that this agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio. 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 applicable court in the County of Ashland, Ohio and agree to submit to the jurisdiction of such courts.