

**Student Financial Responsibility Agreement Acknowledgements** – Your agreement to the terms and conditions contained herein are required for your registration at California State University San Marcos.

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

I understand that when I register for any class or receive any service from California State University San Marcos, 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 that my registration and acceptance of these terms constitutes a promissory note 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 California State University San Marcos 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 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, tuition and fees in accordance with the published tuition refund schedule at <http://www.csusm.edu/sfs/policyinfo.html#refunds>.

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 that 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 that if I fail to pay my student account bill or any monies due and owing to California State University San Marcos by the scheduled due date, California State University San Marcos will place a financial hold on my student account, preventing me from registering for future classes, or requesting transcripts.

Late Payment Charge: I understand and agree that if I fail to pay my student account bill or any monies due and owing to

California State University San Marcos by the scheduled due date, California State University San Marcos may assess late payment charges at a rate of \$15 for each late payment, up to a maximum of \$45 per semester.

Collection Agency Proceedings: I understand and accept that if I fail to pay my student account bill or any monies due and owing to California State University San Marcos by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, California State University San Marcos may refer my delinquent account to a collection agency and submit to the State of California Franchise Tax Board for intercept of any monies owed to me from the State of California (California Government Code Sections 12419.5, 12419.7, 12419.9, 12419.10, and 12419.11 authorize the Office of the State Controller to collect money owed to a state agency or an education institution by intercepting any money that the state owes the debtor, including a tax refund or state lottery winnings). I further understand that my delinquent account may be reported to one or more of the national credit bureaus and a hold may be placed on my account, preventing future enrollment, access to official transcript, and receiving a diploma.

## **COMMUNICATION**

Method of Communication: I understand and acknowledge that California State University San Marcos uses email as an official method of communication with me, and I am responsible for reading the emails I receive from California State University San Marcos on a timely basis.

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Contact: I authorize California State University San Marcos and its employees, 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 California State University San Marcos, or to receive general information from or about California State University San Marcos. I authorize California State University and its employees, 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 for California State University to call my cellular phone by submitting my request in writing to California State University San Marcos (any department in Cougar Central), or in writing to the applicable employee, contractor or agent contacting me on behalf of California State University.

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Updating Contact Information: I understand and agree that I am responsible for keeping California State University San Marcos up to date with my current physical address, email address, and phone number by following the procedures at:

[http://www.csusm.edu/em/notification\\_system/em\\_notif\\_system\\_update.html](http://www.csusm.edu/em/notification_system/em_notif_system_update.html). The linked procedure is incorporated herein by reference.

Upon leaving California State University San Marcos for any reason, it is my responsibility to provide California State University San Marcos with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to California State University San Marcos.

## **FINANCIAL AID**

I understand that if I am a recipient of financial aid (grants, loans, scholarships, and/or employment), I must adhere to federal, state, and institutional policy ([http://www.csusm.edu/finaid/documents/2017/fa\\_termsandconditions\\_2017.pdf](http://www.csusm.edu/finaid/documents/2017/fa_termsandconditions_2017.pdf)). I understand that any outside resources such as scholarships, stipends, service awards, contract payments, exemptions, or any other payment received from an outside agency may affect my financial aid award. I am responsible for notifying the CSUSM Financial Aid Office if I receive funds before or after receiving financial aid.

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

## **PRIZES, AWARDS, SCHOLARSHIPS AND GRANTS**

I understand that in certain situations, monetary prizes, awards, scholarships and grants awarded to me by California State University San Marcos may be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of a monetary prize, award, scholarship or grant may be considered a financial resource according to federal or state 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.

## **METHOD OF BILLING**

I understand that California State University San Marcos uses electronic notification of outstanding debts and due dates as its official billing method, and therefore I am responsible for viewing and paying outstanding debts by their scheduled due date. I further understand that failure to review my account and due dates does not constitute a valid reason for not paying my debts on time.

## **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 California State University San Marcos.

## **RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS**

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 dishonored payment fee of \$20. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with California State University San Marcos may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at California State University San Marcos.

## **WITHDRAWAL**

If I decide to completely withdraw from California State University San Marcos, I will follow the instructions at

<http://www.csusm.edu/policies/active/documents/withdrawal.html>, which I understand and agree are incorporated herein by reference.

## **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand that California State University San Marcos is bound by the Family Educational Rights and Privacy Act (FERPA)

which prohibits California State University San Marcos from releasing information from my education records without my permission, subject to certain exceptions under law. Therefore, I understand that if I want California State University San Marcos to share information from my education records with someone else, I must provide permission by visiting Cougar Central or online in my Student Center. I further understand that I may revoke my permission at any time by utilizing these same procedures.