

# Lehigh University Financial Responsibility Agreement

## PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Lehigh University or receive any service from Lehigh 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 that my registration and acceptance of these terms may constitute 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)) to the extent that Lehigh University provides me educational services and defers some or all of my payment obligation for those services. I agree 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 then current published tuition refund schedule, which is incorporated herein by reference. I have read the terms and conditions of the tuition refund schedule published as of the effective date of this agreement as set forth at [Bursar's Office Refund](https://financeadmin.lehigh.edu/content/refund) (<https://financeadmin.lehigh.edu/content/refund>). I acknowledge that these terms and conditions may be amended or modified from time to time and that I am bound by such amended or modified terms. 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 Lehigh University by the scheduled due date, Lehigh University will place a financial hold on my student account, preventing me from registering for future classes, requesting transcripts, or receiving my diploma.

**Late Payment Charge:** I understand and agree that if I fail to pay my student account bill or any monies due and owing to Lehigh University by the scheduled due date, the outstanding balance will be subject to a \$200 late fee, and if the balance remains outstanding, additional fees may be assessed not to exceed \$400.

**Collection Agency Fees:** I understand and accept that if I fail to pay my student account bill or any monies due and owing to Lehigh University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Lehigh University may refer my account to an attorney or other third party (such as a collection agency) for collection. In that case, in addition to all other amounts I owe (including assessed interest), I may also be obligated to pay, at Lehigh University's option (except where prohibited by applicable law, and only to the extent prohibited), all reasonable costs and expenses of collection, including, without limitation, reasonable court costs and attorneys' fees and/or collection agency fees and charges. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

**Remedies Not Exclusive:** The rights and remedies of Lehigh University in this agreement are not exclusive. Lehigh University expressly reserves all rights and remedies that are available to it at law, in equity or otherwise.

## COMMUNICATION

**Method of Communication:** I understand and agree that I am responsible for reading all written communication from Lehigh University to me on a timely basis, in whatever manner delivered. I specifically understand and agree that Lehigh University uses e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from Lehigh University on a timely basis.

**Contact:** I authorize Lehigh University and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) and/or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Lehigh University, or to receive general information from Lehigh University. I authorize Lehigh 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 Lehigh University Collections Office or in writing to the applicable contractor or agent contacting me on behalf of Lehigh University.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Lehigh University records up to date with my current physical addresses, email addresses, and phone numbers. Current students can visit [go.Lehigh.edu/updateaddress](https://go.lehigh.edu/updateaddress). Alumni can update their records by following the procedure at [Alumni Help Desk \(https://mylehigh.lehigh.edu/s/1127/interior-hybrid.aspx?sid=1127&gid=1&pgid=59&cid=211\)](https://mylehigh.lehigh.edu/s/1127/interior-hybrid.aspx?sid=1127&gid=1&pgid=59&cid=211). The linked procedure is incorporated herein by reference. Upon leaving Lehigh University for any reason, it is my responsibility to provide Lehigh University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Lehigh University.

## METHOD OF BILLING

I understand that Lehigh University uses electronic billing (e-bill) as its official billing method, and therefore I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand that failure to review my e-bill does not constitute a valid reason for paying my bill after the due date. E-bill information is available at [Accessing the eBill Suite \(https://financeadmin.lehigh.edu/content/accessing-ebill-suite\)](https://financeadmin.lehigh.edu/content/accessing-ebill-suite)

## BILLING ERRORS

I understand that administrative, clerical, technical or other 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 Lehigh University

## 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 returned payment fee of \$35. I understand that multiple returned payments and/or failures to comply with the terms of any payment plan or agreement I sign with Lehigh University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Lehigh University. Lehigh University reserves the right to prohibit participation in a payment plan, in cases where there has been a history of delinquent payments.

## WITHDRAWAL

If I decide to completely withdraw from Lehigh University, I will follow the then current non-return and withdraw process instructions, which I understand and agree are incorporated herein by reference. For ease of reference, the current [Non-Return & Withdrawal Process](https://studentaffairs.lehigh.edu/content/non-return-withdrawal-process) is available at <https://studentaffairs.lehigh.edu/content/non-return-withdrawal-process>.

## PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Lehigh University is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html) (<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>) which prohibits Lehigh University from releasing certain information from my education record without my written permission. Therefore, I understand that if I want Lehigh University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at [go.lehigh.edu/GrantProxy](http://go.lehigh.edu/GrantProxy). I further understand that 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 Lehigh 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 Lehigh University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

I understand that I can consent to receive the 1098T electronically from Lehigh University. I understand that 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 by following the instructions at [1098T Information](https://financeadmin.lehigh.edu/content/1098t-information) (<https://financeadmin.lehigh.edu/content/1098t-information>).

## FINANCIAL AID

I understand that 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 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 promptly (but in any event as of any applicable deadline) repay all revoked aid that was disbursed to my account and resulted in a credit balance that was refunded to me.

I understand that in the event that my financial aid is reduced or cancelled for any reason, including if I have not met the specified requirements for receiving such aid, I will be responsible for the full balance of outstanding charges.

I agree that Lehigh University may, without the requirement of additional consent or notice, use any financial aid I receive to pay any and all charges assessed to my account at Lehigh 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 (FWS) 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, Perkins Loan, and TEACH Grant programs. I authorize Lehigh 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 academic year and that I may withdraw it at any time by following the instructions at [Lehigh Financial Aid \(https://www2.lehigh.edu/financial-aid\)](https://www2.lehigh.edu/financial-aid).

I may also authorize Lehigh University to hold my Title IV funds in my student account rather than pay out a credit balance, or to pay other educationally related charges from prior semesters by emailing the Bursar's Office at [bursar@lehigh.edu](mailto:bursar@lehigh.edu).

**Prizes, Awards, Scholarships, Grants:** I understand that all prizes, awards, scholarships and grants awarded to me by Lehigh 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.

## **NO OTHER REPRESENTATIONS; AMENDMENT**

I acknowledge and agree that Lehigh University has not made any representations or covenants to me related to the subject matter of this agreement other than as set forth in this agreement or other contractually binding agreements. This agreement shall not be modified or affected by any course of dealing or course of performance. Lehigh University may in its discretion amend or change these terms at any time and from time to time. I agree to be bound by any such

amendments or changes for any amounts owed by me to Lehigh University accruing on or after such amendments or changes.

### **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, and such offending provision, term or clause shall be modified so as to most closely reflect the parties' intent, subject to applicable law.