

# UNIVERSITY OF THE PACIFIC

## FINANCIAL RESPONSIBILITY AGREEMENT ACKNOWLEDGEMENTS

Student Financial Responsibility Agreement Acknowledgements – Your agreement to the terms and conditions contained herein are required for your registration at the University of the Pacific.

### Terms & Conditions

I acknowledge that when I register for any courses with the University of the Pacific or receive services or purchase goods, I am responsible for all “charges” as they are posted to my account but are not limited to tuition, fees, room and board, meal plans, Laptop Agreement, bookstore charges and library fees. 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 the University of the Pacific 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 fail to satisfy my financial obligation to the University of the Pacific, I will receive no benefits from the University of the Pacific until my account is brought current. The benefits which may be terminated include but are not limited to, course registration, grades, and diplomas. Any outstanding charges due on your student account will be transferred to a Student Note Loan with the Student Loan Department, of the University of the Pacific for servicing.

Upon transfer, the University of the Pacific will begin charging interest at the rate of 10% each month on the Student Note Loan Balance. This defaulted Student Note Loan balance is subject to agency collection fees, which may be based on a percentage, with a maximum of 40% of debt, and all costs and expenses, including reasonable attorney fees we incur in such collection efforts after the University’s efforts have failed to result in the full payment of my account.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your financial obligations to the University of the Pacific. Failure to make payments on time will result in loss of housing, suspension of meal plans, and termination of enrolled student status and will result in being declined future payment plan options with the University of the Pacific. It is your responsibility to ensure that all financial aid is properly credited to your account. The University of the Pacific has the right to increase their fees and charges as needed. Registration constitutes my agreement to all the forgoing terms and conditions.

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I understand and agree that if I drop enrollment in some or all of the classes or decide to withdraw from the University, I must complete and submit all required online or hard-copy documentation by the applicable deadlines listed at [www.pacific.edu](http://www.pacific.edu). I acknowledge that lack of class attendance does not constitute an official drop or withdrawal, and I will still be responsible for payment of my tuition and fees.

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.

A financial hold will be placed on my account whenever charges are not paid by the due date, and late fees will be assessed. If my account balance becomes delinquent and a hold is placed on my account, it will prevent enrollment in classes. Additionally, I cannot be issued a diploma until my account balance is paid in full or brought into a current status. At the discretion of the University, I may be administratively dropped from my courses for nonpayment.

As a material part of this agreement, I understand and agree, in order for the University of the Pacific to manage my account or to collect any amounts I may owe, the University of the Pacific, or its agent and contractors may contact me at my current, and any future, home phone number(s), work phone number(s), cellular phone number(s), email(s), address(es), or wireless device(s) regarding my delinquent student account, which may result in additional charges to me. Note that the University will continue to communicate with you at your school email address unless you notify the University that you no longer use the school email address or provide the University with a different email address. Methods of contact may include, text messages, voice messages and/or use of an automatic dialing device, as applicable. I understand that email communications or voicemail messages may disclose financial information if you give permission for someone to access your email or voicemail or if you access or disclose the contents of an email or voicemail in the presence of a third party. I have read this disclosure and despite the possibility of third-party disclosures, I agree that the University of the Pacific and its appointed agents may contact me as described above.

I will immediately communicate any change of my legal name, SSN/TIN, address, phone number, email and citizenship/visa, or other contact information, to the University of the Pacific and keep my student account information up to date, per the instructions found at [www.pacific.edu](http://www.pacific.edu) or by contacting the Student Loans office at 209-946-2446. If I have not updated my contact information as required, I am aware that communications may be sent to the wrong address.

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If I wish to allow the University of the Pacific to communicate with my parents or a third party about my personal information, I must complete the appropriate FERPA forms, which can be found at [www.insidepacific.edu](http://www.insidepacific.edu). The University of the Pacific may disclose personal information to servicing agencies and other agents for the purpose of conducting university business while maintaining data security as required by law.

I consent to have any financial credits apply to any miscellaneous campus fees assessed to my billing account. I understand that my payment obligation remains whether or not I view my billing statement, and whether or not my account is being paid by me or someone else.

I understand that the University of the Pacific 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 for due dates does not constitute a valid reason for not paying my debts on time.

I consent to electronic delivery of IRS Form 1098-T, which is necessary to obtain a tax credit, exclusively online at [www.1098t.com](http://www.1098t.com). I understand that I can withdraw consent by contacting the appropriate office below to identify the paper process by which to request paper 1098-Ts.

I will receive written confirmation of my request when completed. After giving consent, I can obtain a paper copy of Form 1098-T by requesting in person at Student Business Services. I understand that I only need to consent once for current and future years. Not consenting or withdrawing consent to electronic delivery will result in having the 1098-T Form go through the postal service to an address on file, which I must keep up to date. If my e-mail address or mailing address is not current, I may not receive my Form 1098-T.

If I do not waive student health insurance, I consent to electronic delivery of the IRS Form 1095-B, which is necessary to avoid a health care tax penalty, to my email address on file. I understand that I can withdraw consent by contacting the student health insurance office to identify the paper process by which to request paper 1095-B. I understand that I only need to consent once for current and future years. Not consenting or withdrawing consent will result in having the 1095-B Form go through the postal service to an address on file which I must keep up to date. If my e-mail address or mailing address is not current, I may not receive my 1095-B form.

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In addition, University of the Pacific has the authority to transition to remote or online learning and operations and to continue charging the same tuition and fees without partial or total refund, unless a fee pertains specifically to a service that is terminated (e.g., on-campus parking, housing, etc.). The transition to remote or online learning and operations may be due to a variety of force majeure reasons (e.g., public health orders). Similarly, the tuition and fee obligations will remain the same and not subject to any refund if, for any reason, a student is permitted by the University of the Pacific to complete a term remotely or in combination of remote and in-person instruction.

I have read, understand, and consent to the terms of this agreement, as applicable, and that I have an opportunity to ask any questions I may have by contacting the Student Accounts Office at 209-946-2517.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Student ID #: \_\_\_\_\_

Date: \_\_\_\_\_

Fall \_\_\_\_\_

Spring \_\_\_\_\_

Summer \_\_\_\_\_