

Each **student** is required to read, initial each section where noted, and accept (via signature) the document below in order to register for future semesters. Accepting this document allows the student to **register for classes**.

FINANCIAL RESPONSIBILITY AGREEMENT

PAYMENT OF FEES/PROMISE TO PAY

_____ I understand when I register for any class at Eureka College or receive any service from Eureka College, 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 contract or 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 Eureka College 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 dates on the Business Office Web page at <https://www.eureka.edu/business-office> or College Catalog.

_____ I understand Eureka College has an online electronic billing system and paper bills are NOT guaranteed to be mailed to me. It is my responsibility as a registered student to view my bill online by logging into my Eureka College student account/Financials. I further understand failure to review my account does not constitute a valid reason for paying my bill after the due date. I further understand I may obtain a printout of my bill or ask questions about my account by visiting the Business Office located in the Burrus Dickinson Hall or calling the Business Office at (309) 467-6312.

_____ 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 policy at <https://www.eureka.edu/business-office> or the College Catalog. 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 Eureka College by the scheduled due date, Eureka College will place a financial hold on my student account, preventing me from registering for future classes or receiving my diploma. Eureka College will provide an official transcript of current or former students to a current or potential employer regardless of account balance owed to the college. Normal transcript fees will be required to be paid at time of request. I further understand that in addition to a financial hold on my student account, Eureka College has the right to withdraw me from any courses.

_____ **Late Payment Charge:** I understand and agree that if I fail to pay my student account bill or any monies due and owing Eureka College by the scheduled due date, Eureka College will assess a late payment fee of \$100.00 and/or finance charges at a rate of 12% annually 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 that if I fail to pay my student account bill or any monies due and owing Eureka College by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, Eureka College may refer my delinquent account to a collection agency. I further understand if Eureka 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 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 to exceed 50% 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 or other applicable costs.

COMMUNICATION

_____ **Method of Communication:** I understand and agree that Eureka College 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 Eureka College on a timely basis.

_____ **Contact:** I authorize Eureka College 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 Eureka College, or to receive general information from Eureka College. I authorize Eureka College 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 my cellular telephone using automated telephone dialing equipment by submitting my request in writing to Eureka College Business Office or in writing to the applicable contractor or agent contacting me on behalf of Eureka College.

_____ **Updating Contact Information:** I understand and agree that I am responsible for keeping Eureka College records up to date with my current physical addresses, email addresses, and phone numbers by contacting the Eureka College Records Office at 309-467-6303. Upon leaving Eureka College for any reason, it is my responsibility to provide Eureka College with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Eureka College.

PRIVACY RIGHTS & RESPONSIBILITIES

_____ I understand Eureka College is bound by the Family Educational Rights and Privacy Act (FERPA), which prohibits Eureka College from releasing any information from my education record without my written permission. Therefore, I understand if I want Eureka College to share information from my education record with someone else, I must provide written permission by following the procedure outlined at <https://www.eureka.edu/about/consumer-information/category/general-institutional->

information/topic/privacy. I further understand I may revoke my permission at any time as instructed in the same procedure.

ENTIRE AGREEMENT

_____ This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Eureka College, 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 Eureka College if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification. 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. I understand and agree if I am younger than the applicable age of majority when I execute this agreement, the educational services provided by Eureka College are a necessity, and I am contractually obligated pursuant to the “doctrine of necessities.”

1098T TAX FORMS

_____ I agree to provide my Social Security number (SSN) or individual taxpayer identification number (ITIN) to Eureka College upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or ITIN to Eureka College, I agree to pay any and all IRS fines assessed as a result of my missing SSN/ITIN.

_____ I agree to receive my 1098-T Tax Form electronically through my SonisWeb Student Portal. I understand, I may opt-out of electronic delivery by providing written notice to the Eureka College Business Office by October 31st of the current tax year.

Student Name (Printed)

Student Signature

Date effective