

# Tuition and Fee Agreement and Disclosure

The payment of all tuition, fees and charges becomes an obligation of the student upon registration at the University of Colorado Boulder ("university"). By agreeing to these terms and conditions, I authorize the university to add to my account all tuition and fees, as approved by the Board of Regents. 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 11 U.S.C. §523(a)(8)) in which the 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.

#### Bills

Except for programs where payment is required before or upon enrollment (See Special Programs section), I understand that my bill will be made available online and I will be sent notification of its availability at my university (@colorado.edu) email address. If I do not receive an email notification, I agree that I am still responsible for payment. See <u>Billing</u> on the Bursar's Office website for specific dates and deadlines each semester.

### **Payments**

I understand that I am registering for educational courses at the university. I hereby acknowledge and agree that I am fully responsible for the cost and expense of all tuition, fees and other related educational expenses associated with my receipt of educational services at the university. I am responsible for reviewing the current tuition and fee charges in CUBill&Pay, accessible via the student portal. Tuition and fees are subject to change every term or at any time.

If I expect financial aid to pay all or part of my financial obligation to the university, I understand that it is my responsibility to meet all requirements for disbursement to my student account. It is my responsibility to ensure that all requirements of grantors, lenders, employers and other third party payers are met on a timely basis. I understand that if my financial aid is reduced or cancelled due to eligibility, I am responsible for paying back to the university any amounts that I am not eligible for under applicable financial aid guidelines. I understand that some programs may not be eligible for financial aid.



# **Payment Plans**

I understand that I may have the option to pay my tuition bill over a period of time by enrolling in a payment plan if I am eligible. (Payment plans are not available for some programs.) If I am eligible and choose to enroll in a payment plan, the following terms apply:

- 1. Payments must be made through automatic bank payment (ACH) from a regular checking or savings account, or a credit/debit card. (A nonrefundable 2.75 percent (2.75%) service fee applies to each credit/debit card transaction.)
- 2. An enrollment fee of \$25 applies, depending on the plan.
- 3. A \$30 returned payment fee applies to returned payment plan payments.
- 4. The amounts I need to pay may change due to recalculations resulting from changes to my bill, such as adding or dropping classes, tuition waivers, financial aid, etc. If this occurs, I understand and agree to take action to rebalance my payment plan by logging in to the student portal and following the on-screen instructions.
- 5. I agree to abide by the Terms and Conditions of the Payment Plan Agreement if I choose to enroll.

For more information, visit <u>Payment Plans</u>. If I do not pay an installment by the deadline, I will be assessed a late payment charge, as described below (see Failure to Pay section), as well as a one percent (1%) per month finance charge on the unpaid balance.

I understand that if I or my authorized payer enroll in a payment plan, I am responsible for any unpaid balance on my student account if an authorized payer and plan owner fails to honor the terms and conditions of the Payment Plan Agreement.

# **Returned Payment Policy**

I understand that I may be assessed a \$20 fee for each payment returned (regardless of the amount). I may be assessed a late payment charge as described below (see Failure to Pay section), and a one percent (1%) finance charge on the unpaid balance. I may be required to use certified funds to make payments.

I understand that the university will review credit card chargeback transactions on a case-bycase basis. I hereby acknowledge that, as a result of a credit card chargeback, I may be subject to adverse enrollment action and may be assessed additional fees and associated costs.

### Withdrawal

I understand that if I do not officially withdraw from registered courses by published deadlines, I will be responsible for paying all or part of tuition and fees based on the date that I officially withdraw. I may incur additional charges, including but not limited to, room, board and other



departmental or university fees. See <u>Withdraw from the Semester</u>. I understand that it is my responsibility to know and honor the deadlines that apply to my particular program.

# Failure to Pay

If I do not make the required payment on time and if my student account becomes past due, I will pay a finance charge on the unpaid balance of my tuition and fees. The university will calculate the finance charge by applying the periodic rate of one percent (1%) per month (Annual Percentage Rate of 12%) to the unpaid balance amount less any payments or credits made in accordance with applicable law. In addition, I will pay a late charge per semester according to the late charge table below. I understand that I may avoid assessment of finance charges and late charges by paying the full amount of the tuition and fees due by the published date or upon enrollment, depending on the program.

#### Late Payment Charge Table

Balance Due Late Charge

\$10 - 99.99	\$5
\$100 - 299.99	\$10
\$300 - 499.99	\$20
\$500 - 699.99	\$30
\$700 - 899.99	\$40
\$900 and over	\$50

### **Past Due Outstanding Balances**

Students who owe a past due outstanding balance are prevented from enrolling in classes. I understand that if I owe the university a past due outstanding balance, my payment will first be applied toward that balance. The remainder of my payment, if any, will be returned to me and I will re-submit payment in full for this class or these classes.



I understand that I can check for a past due outstanding balance in the student portal before I attempt to enroll in classes. I understand that I will need to pay the outstanding balance in full before I can pay for and enroll in classes.

#### **Consequences for Late or Nonpayment of Classes**

I understand that if I fail to pay the total amount due for all charges, I am subject to the following consequences:

- 1. Registration for future terms will not be allowed.
- 2. No transcripts, diplomas, or certification materials will be issued to me until my bill is paid in full.
- 3. My past due account may be referred to the university's Student Debt Management Department for collection.
- 4. If my account is referred to a private collection agency, the delinquency may be reported to national credit bureaus.
- 5. If my account is referred to a private collection agency, I agree to reimburse the university for collection agency costs, expenses and fees incurred by the university in such collection efforts in accordance with Colorado Revised Statute (C.R.S.) §23-5-113; and, I understand that such collection costs, expenses and fees may include fees charged to the university by the collection agency, including percentage-based fees of up to 30 percent (30%) of the debt collected. Any collections costs stated above are charged in addition to the principal, fees and interest due on my student account.
- 6. I am responsible for paying reasonable attorneys' fees and court costs associated with collecting or enforcing my past due account as allowed under C.R.S. §23-5-113.
- 7. Pursuant to C.R.S. §23-5-115, in the event of a default of my account owed to the university, the university may certify to the Colorado Department of Revenue information about me, including my name, social security number, the amount of the debt and any other identifying information required by the Department of Revenue. The Department of Revenue may then disburse funds to the university in satisfaction of that debt from tax refunds owed to me, if any.

All outstanding tuition account balances are considered qualified educational loans under 26 United States Code (U.S.C.) §221 and are extended with the express understanding that future repayment shall be made to the university. 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 education loan as defined by U.S. Bankruptcy Code 11 (U.S.C.) §523(a)(8)) in which the university is providing me education services. I promise to pay for all assessed tuition, fees and other associated costs by the published or assigned due date.



### **Billing Disputes & Inquiries**

If I think a bill is wrong or if I need additional information about a transaction on my bill, I understand that I must write to the Bursar's Office as soon as possible at the address below:

Bursar's Office University of Colorado Boulder 43 UCB Boulder, CO 80309-0043 Phone: 303-492-5381 Fax: 303-492-1017 Email: bursar@colorado.edu

I understand that the Bursar's Office must hear from me within 60 days from the end of the term, or my right to dispute the bill will be waived. I understand that I can call the Bursar's Office at 303-492-5381 but doing so will not preserve my rights. In my letter, the following information is required:

- name and 9-digit student identification number;
- the dollar amount of the suspected error;
- a description of the error and explanation of why I think there is an error; and
- a description of my request.

### **Release of Information**

In the event that my account becomes past due, I authorize the university to release personal and financial information about my account to national credit bureaus and others concerned with collecting the balance due.

I understand the university and/or collection agency acting on behalf of the university, may contact me regarding any outstanding balance. I authorize and give my consent for the University of Colorado Boulder and collection agencies acting on behalf of the University of Colorado Boulder to contact me via email and/or on all phone numbers associated with my account including my mobile phone or other wireless devices using automated telephone dialing equipment, text messaging and artificial or pre-recorded voice messages to discuss my past due tuition account, loan(s) and other institutional services now and in the future, as long as they comply with the requirements of Colorado Fair Debt Collection Practices Act, C.R.S. §12-14-101 et seq. I understand that I may withdraw my consent to call my mobile phone number by submitting my request in writing to the address above or in writing to the applicable contractor or agent contacting me on behalf of the university.

I further understand and agree that I am responsible for keeping my records and contact information up to date with my current physical addresses, email addresses and phone numbers



by following the procedure at <u>Update Your Personal Information</u>. Upon leaving the university for any reason, it is my responsibility to provide the university with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the university.

# **Entire Agreement**

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and the university and constitutes the entire agreement between the parties with respect to the matters described. This agreement shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by the university if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

# Severability

If any term of this agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

### **Colorado Law**

The parties agree and acknowledge that Colorado law applies to this agreement and that any dispute between them arising out of or in connection with this agreement shall be adjudicated before a court located in Boulder county or Denver county, Colorado, and they submit to the exclusive jurisdiction of the federal and state courts of the state of Colorado with respect to any action or legal proceedings commenced by any party.

# **Special Programs**

Students enrolling in programs (i.e., classes on Coursera, online certificates and degrees) are subject to the payment terms, instructions, withdrawal policies and deadlines published for those particular programs in addition to the terms in this Tuition and Fee Agreement and Disclosure.



# Agreements

I hereby acknowledge and accept full financial responsibility to pay for the cost and expense of all tuition and all related educational services, fees and expenses associated with my receipt of educational services at the university, even if course modality (online, remote, hybrid, in-person) changes or circumstances result in modification, termination, or suspension of some services.

I acknowledge that I have read and consent to the university's Tuition and Fee Agreement and Disclosure. By checking the box, I agree that I have carefully read this statement, fully understand it and agree to be legally bound by it.

Actual agreement is presented to students upon enrollment in the student portal.

Last updated June 24, 2020