

Agreement to Pay Statement

Dear Student:

The following is the Agreement between us (Colorado Community College System) and you, regarding our delivery of educational services for which you agree to pay in the future in accordance with this Agreement. The Colorado Community College System includes Arapahoe Community College, Community College of Aurora, Community College of Denver, Colorado Northwestern Community College, Front Range Community College, Lamar Community College, Morgan Community College, Northeastern Junior College, Otero Junior College, Pueblo Community College, Pikes Peak Community College, Red Rocks Community College, Trinidad State Junior College, and the System Office hereinafter collectively referred to as the 'College'. By signing or clicking below, or by registering and/or attending classes, you show your agreement with, and are legally bound by this Agreement.

- 1. Use of Account** - You authorize us to add to your account all tuition, fees, fines, and other charges incurred by you as a result of registering and/or attending classes provided by College.
- 2. Promise to pay** - By registering for classes or authorizing charges to be added to your account, you represent to us that you have the intention and ability to pay and you promise to pay for all charges placed on your student account as well as any service fees or collection fees, if any, that may be due. This includes subsequent registrations for this term and any part of term during this period of registration. It also includes 100% of the tuition and fees for all withdrawn courses and any outstanding balances that may be the result of an overpayment to you, return of Title IV or financial aid funding to the federal government or grantor, or College error.
- 3. Student Account and Billing Statement** - Your student account activity is available electronically via the student portal. In addition, the College may send electronic billing statement notices to your College-issued email address on record. The College may also send paper billing statements to your physical address on record with the College of attendance, but is not required to do so. Failure by you to view your student account or receive any billing statement does not constitute valid grounds for waiving late payment penalties, collection fees, or registration, grade, diploma or transcript holds.
- 4. Updating Contact Information and Information Sharing** - You understand and agree that you are responsible for keeping College records up to date with your current physical addresses, email addresses, and phone numbers by updating the student portal or providing this information in writing to the College. Upon leaving the College for any reason, it is your responsibility to provide the College with updated contact information for purposes of continued communication

regarding any amounts that remain due and owing to the College. You also agree the College may update your student account information with information received from the U.S. Postal Service the National Student Loan Database Service, or other sources. Moreover, you specifically authorize us to share your contact information with other education loan providers solely for the purpose of collecting an educational debt from you. You may withdraw this authorization by writing to the College, at any time.

5. **Minimum Payment** - Billed tuition, fees, and other charges are due in full by the payment deadline determined by the College. Check with your College of attendance for more information. Accounts not paid in full by the College deadline will be placed on hold for future registration, grades, diplomas, and transcripts. This hold on services will be upheld by all Colleges within the Colorado Community College System.
6. **Types of Payments** - The College is able to accept payment on your student account by cash, check, money order, and most major credit cards. Deferred payment plans and third party payer authorizations may also be available at your College of attendance. Check with your College of attendance for more information. Payments are accepted in person or by mail at your College's cashier's office. Credit card payments are accepted online through your student portal.

For more information on paying online, contact your College's cashier's office. If you have previously provided a check that was dishonored by your financial institution (insufficient funds check or EFT) or you have previously filed bankruptcy, you may be required to pay in cash or with other certified funds. Check with your College of attendance for more information.

7. Other Fees

- **Returned Check Fee** - A returned check fee will be added to your student account for any check returned by your financial institution. The College reserves the right to pursue all legal remedies available to collect on a returned check.
- **Collection Fees** – Collection fees will be charged on the unpaid balance of your student account, including internal collection fees of no more than 40% of the unpaid balance, after internal collection efforts have failed to encourage you to pay your account or enter into a payment agreement. Your student account will be sent to a collection agency and you may be reported to one or more credit bureau reporting service(s). To the extent permitted by law, you agree to pay all costs, fees and disbursements, including collection fees and reasonable attorney's fees, incurred by the College in legal proceedings to collect or enforce your indebtedness.

- **Interest and Late Charges**– The College or the collection agency may charge interest and/or late charges on the unpaid portion of your past due student account. Interest and/or late charges may be charged up to the maximum permitted under Colorado law.

8. Payments - Payments and credits posted after the due date totaling less than the entire balance you owed will reduce your balance due as of the date posted but will not remove restrictions and holds on registration, grades, diplomas, and transcripts. All payments received by the College will be applied to the billed unpaid balance. Payments made to your student account through the Office of Financial Aid will be applied as mandated by the State, the Federal government or the organization providing the funds. Any excess amount paid to your student account through the Office of Financial Aid will be automatically refunded to you, without a request on your part. If you have activated your student refund payment account, your refund will be processed according to the refunding preference you established with the student refund processor. If you do not have a current account with the process, a check will be mailed to your address on file.

Please note that federal financial aid regulations do not permit the College to automatically apply your upcoming financial aid refund to a past due balance from a previous term. If you expect a refund of financial aid to pay-off a prior term balance from a previous financial aid year, you will need to personally receive the refund and then separately pay your balance due at the College's cashier's office. Similarly, financial aid received at one College may not be applied to a balance you owe at a different College.

9. Hold on Services - You will not be permitted to register for class, receive your diploma or transcript, if you have an outstanding financial obligation at any College other than a loan that is not yet due or on which payments are current. Outstanding financial obligations may result from student tuition and fees or from any other activity with a system College, including, but not limited to: unpaid parking tickets, library fines, field trips, international trips, activities, health clinic services, childcare service, or any other applicable charges. In addition, the College may withhold other services if you have an outstanding financial obligation with any other College within the Colorado Community College System.

10. Credit Reports - The College may release information to credit reporting agencies about our experience with your student account. The College may obtain a credit report on you at any time in the future to review your student account and information from that review may be used to influence your ability to obtain credit with the College.

11. Entire Balance Due - If you fail to make a required payment when due or break any other promise under this Agreement or a separate payment agreement, the

College can declare the entire balance of your student account due and payable at once without notice or demand.

12. Removal from Classes - The College reserves the right to drop you from all enrolled classes for failure to abide by this Agreement or any other payment agreement you have entered into with the College.

13. Collection Fees - To the extent permitted by law, you agree to pay all fees and costs, including collection fees, which are based on a maximum percentage of 40% of the debt, and all costs and expenses, including reasonable attorney's fees, the College incurs in such collection efforts, or in legal proceedings to collect or enforce your indebtedness.

14. Agreement not Dischargeable in Bankruptcy - If you have a balance due on your student account for any reason, this Agreement acts as a promissory note for that balance due as defined by the U.S. Bankruptcy Code at 11 U.S.C. § 523(a)(8). Under the terms of this promissory note and Agreement, the College agrees to provide you with educational and other services and to provide some or all of those services without first receiving payment in full from you. Under the terms of this promissory note and Agreement, you agree: 1) you have received services provided by the College in advance of receiving full payment from you; 2) to pay for tuition, fees, and other costs charged by the College by the published or assigned due date; and, 3) that as an educational loan defined in 11 U.S.C. § 523(a)(8), your debt to the college shall not be discharged by your bankruptcy.

15. Telephone Consumer Protection Act (TCPA) - You authorize the College and their respective agent(s) and contractor(s) to contact you regarding your overdue student account balance, your loan request or your loans(s), including repayment of your loan(s), at the current or any future telephone number either provided or acquired from your cellular phone or other wireless device using an automated telephone dialing equipment or artificial or pre-recorded voice or text messages. You also acknowledge you may withdraw consent to call your cellular phone by submitting a request in writing to the College or to the applicable contractor or agent contacting you on behalf of the College.

16. Change of Terms - The College may change the terms of this Agreement at any time. The College will provide notice of such change to you on your student portal and allow you the opportunity to pay your student account in full if you dispute any changes. It is your responsibility to ensure you are aware of any changes, including changes to any and all tuition and fees. Changes may apply to all outstanding unpaid indebtedness and to any future transactions on your student account.

17. Disclaimer of Liability - The College offers your student account in our own interests and disclaims any duty or responsibility other than those expressly set forth in this Agreement.

18. Assignment - The College may assign your student account and any of our rights under this Agreement without your consent or notice to you.

19. Governing Laws - This Agreement will be governed by the laws of the State of Colorado and all applicable federal laws. Any provision of this Agreement that is rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

20. Notices - All notices required to be given by the College in connection with your student account shall be deemed to have been delivered on the day when they are deposited in the United States mail, properly addressed and with postage prepaid. *Any notice by email is considered received when the email enters the information processing system that you have designated or use for the purpose of receiving email. Your student account information is considered received when the information is posted on your student portal.*

21. Billing Rights Summary – In case of errors or questions about your student account, if you think your student account is inaccurate, or if you need more information about a transaction on your student account, notify the College immediately at the address shown on your bill, or call the College cashier's office at the number on your bill.

22. State of Colorado Offset – As an agency of the State of Colorado, the College has the authority to intercept state income tax refunds or other funds due to you from the State of Colorado (vendor, lottery, gaming etc.) for debts owed to the State. You will receive notification from the Colorado Department of Revenue if your state income tax refund is intercepted as a result of debts owed to the State.

In order to register for classes, students under the age of 18 must complete this Agreement in paper form with the student's and parent's signature.