



## **STUDENT FINANCIAL RESPONSIBILITIES AGREEMENT**

The following is the Agreement between Framingham State University (FSU) and myself (the undersigned) regarding the delivery of educational services and products ("Education Benefits") to me, and my later/future payment for those Education Benefits. For more information on this form, please visit the FSU Student Accounts webpage FAQs. If you have further questions, please contact [studentaccounts@framingham.edu](mailto:studentaccounts@framingham.edu) or 508-626-4514.

I fully understand and agree that my ability to enroll and continue to register for courses at FSU and to receive Education Benefits is expressly conditioned on my acceptance of the terms and conditions set forth below. I agree to the following terms and conditions as well as those provided in the other information links contained in this Agreement and the Student Account policies and procedures located at <https://www.framingham.edu/admissions-and-aid/student-accounts/index>, where a printable copy of this agreement resides. INSTRUCTIONS: Please select the check box and click the "I Accept" button at the end of this Agreement to indicate your acceptance of these terms and conditions.

### **PAYMENT OF FEES/PROMISE TO PAY**

I understand and agree that the Educational Benefits that I receive from FSU without advance payment are being provided on credit and such extension of credit by FSU constitutes a qualified educational loan that may not be dischargeable in bankruptcy proceedings pursuant to 11 U.S.C. § 523 (a) (8). I understand that I am personally responsible for payment of all costs incurred by me for Educational Benefits, and I intend to pay for the Educational Benefits that I receive from FSU. I expressly authorize FSU to charge to my account all tuition, fees, costs, interest and other charges incurred by me as a result of registration/enrollment at FSU.

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, depending upon my withdrawal date in relationship to FSU's published refund schedules. I have read the refund schedule (available at <https://www.framingham.edu/admissions-and-aid/student-accounts/refund-policy>) and understand those terms are incorporated herein by reference.

I agree that my failure to attend class or review my bill does not release me from my financial responsibility as described above. I understand that I am required to officially withdraw from my classes and that non-attendance does not constitute being "dropped or withdrawn" from a course, just as attending a course without being officially "added or registered" to the course does not constitute enrollment in the course. I agree that I must follow the FSU withdrawal process located at: <https://www.framingham.edu/Assets/uploads/academics/registrar/documents/forms/ug-withdrawal-from-university.pdf> and that the timeliness of my withdrawal will affect the amount of reduction in costs, if any, based upon the published refund schedule mentioned above.

### **DELINQUENT ACCOUNT/COLLECTION**

If it becomes necessary for FSU to enforce payment of my account, I understand and agree that I am financially responsible to reimburse FSU for any collections fees, which may be based upon a percentage of my student account balance, up to a maximum of 33.3 %, plus all lawful costs and expenses, including reasonable attorney's fees. I further understand that FSU retains a security interest and/or to the extent permissible under law, the right to hold all transcripts, diplomas, certificates, letters of recommendation, or grade reports, which may not be released until all debts and my student account are fully paid. FSU may prevent future registration or classes may be dropped until all my financial obligations have been satisfied.

### **COMMUNICATION**

I understand and agree that FSU uses email and messaging as official methods of communication with me, and that I am, therefore, responsible for reading the emails and messages that I receive from FSU on a timely basis.

I expressly authorize FSU and its agents, representatives, attorneys, and contractors (including collection agencies) to contact me at my current and any future cellular/mobile phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to FSU, or to receive general information from the university associated with my status as a present or former student. I authorize FSU and its agents/contractors to use automated telephone dialing, 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 (i) call my cellular phone; or (ii) contact me via automated telephone dialing, artificial or pre-recorded voice or text messages by submitting my written request to: Framingham State University, Attn: Student Accounts Office, or in writing to the applicable contractor/agent contacting me on behalf of FSU.

All required notices from FSU regarding my account or educational loan shall be deemed to have been delivered on the U.S.P.S postmark date, properly addressed and postage prepaid, or electronically into my FSU student email. I agree and understand that it is my responsibility to ensure that my contact information with FSU is up to date and accurate.

## MISCELLANEOUS

I agree that should FSU determine that it must suspend or alter its operations in whole or in part due to a public health emergency, pandemic, epidemic, extreme weather, natural disaster, acts or threatened acts of terrorism or war, or any single act or combination of events beyond its control, FSU may suspend, reduce, terminate and/or modify operations in whole or in part, which may/may not include offering online or other alternative learning options, at its discretion.

I certify that I am at least 18 years of age on the day that I sign this Agreement. I understand and agree that if I am younger than the applicable age of majority (generally, 18) when I execute this agreement that the educational services provided by FSU are a necessity or essential service, and I am contractually obligated by this agreement.

If any provision of this agreement, or any amount charged under this agreement, is determined to be illegal or unenforceable, the remaining provisions of the agreement will remain valid and enforceable to the extent permitted by law. This agreement and the performance of this agreement are governed by the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflict of laws, and I agree that the state and federal courts located in Massachusetts will have jurisdiction to resolve any dispute arising out of this agreement.

This agreement will remain in full force and effect for as long as I am registered/enrolled in any class or program at Framingham State University, and thereafter for as long as I owe any amount of money to FSU.

By clicking the "accept terms and register" button, or by signing a paper copy of this Agreement, I affix my electronic or actual signature, consent to this Agreement, and agree to pay FSU my outstanding balance, plus fees and costs as noted above. I understand and agree that I am signing this agreement electronically and my electronic signature is the legal equivalent of my manual signature under Massachusetts state law. I understand and agree that the electronic signature on this agreement is the same as my handwritten signature for purposes of validity, enforceability and admissibility.

*If you do not agree, you will not be able to schedule classes. You may navigate away from this screen or close your browser.*

[insert Accept button] Accept Terms and Register

*"Accept Terms & Register" button will be unavailable until you select the check box*

Date \_\_\_\_\_ Signature \_\_\_\_\_

FSU Student ID \_\_\_\_\_ Name printed \_\_\_\_\_

Email Address: (e.g. [username@framingham.edu](mailto:username@framingham.edu)) \_\_\_\_\_