

**Saint Bonaventure University**  
**Student Financial Responsibility Agreement**  
(Revised 7/2/2022)

I understand that, when I register for any class at St. Bonaventure University (the “University”) or receive any services from the University, 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 that my registration and acceptance of these terms constitutes a financial obligation with the University. I understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described in this Agreement. 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 the tuition and fees in accordance with the published tuition refund schedule at <http://www.sbu.edu/admission-aid/freshman-admissions/scholarships-financial-aid/student-financial-services/withdrawal-policy> (the “Tuition Refund Schedule”). I acknowledge that I have read the terms and conditions of the published Tuition Refund Schedule and understand that those terms are incorporated herein by reference with the same force and effect as if such terms and conditions were set forth in full in this Student Financial Responsibility Agreement (this “Agreement”).

**Financial Hold**

I understand and agree that, if I fail to pay my student account bill or any monies due and owing to the University by the scheduled due date, the University will place a financial hold on my student account which will prevent me from registering for future classes, participating in activities, or receiving my diploma.

**Late Payment Charge**

I understand and agree that, if I fail to pay my student account bill or any monies due and owing to the University by the scheduled due date, the University will assess a late payment fee at the rate of \$100 per semester.

**Collection Agency Fees**

I understand and agree that, if I fail to pay my student account bill or any other monies due and owing to the University by the scheduled due date and fail to make arrangements acceptable to the University to bring my account current, the University may refer my delinquent account to a collection agency. I further understand and agree that, in the event my delinquent account is referred 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 agency fee will be deemed due and payable at the time the delinquent account is referred to such collection agency, and will be calculated at the maximum amount permitted by applicable law, but not to

exceed 33% of the delinquent account (the "Collection Agency Fee"). I understand that any such Collection Agency Fee is not intended as a penalty, but rather constitutes liquidated damages based on a reasonable estimate of the costs the University will incur if my delinquent account is referred to a collection agency, and that the actual amount of the damages the University would suffer under such circumstances would be extremely difficult to ascertain. I also understand and agree that I will also be responsible for paying all other costs and expenses, including reasonable attorney's fees, which the University incurs in connection with the collection of my account if the account becomes delinquent. Should any such Collection Agency Fees, any late payment charges, and/or other costs and expenses which the University adds to my student account pursuant to this Agreement be deemed excessive or unlawful under a final judicial interpretation of applicable law, then the same shall be deemed to have been assessed by mistake, shall automatically be canceled, and, if received by the University, shall be refunded to me by the University with interest. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus, which could negatively impact my personal credit scores.

### **Method of Communication**

I understand and agree that the University uses e-mail and text messaging as official methods of communication with me, and that therefore I am responsible for reading the e-mails and text messages (opt-out available) I receive from the University on a timely basis.

### **Contact**

I authorize the University 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 the University, or to receive general information from the University. I authorize the University 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 or text my cellular phone using automated telephone dialing equipment by submitting a clear revocation request to the Office of Student Accounts at [studentaccounts@sbu.edu](mailto:studentaccounts@sbu.edu) or to the applicable contractor or agent contacting me on behalf of the University.

### **Updating Contact Information**

I understand and agree that I am responsible for keeping the University's records up to date with my current physical addresses, email addresses, and phone numbers by contacting the Office of the Registrar. 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.

### **FINANCIAL AID**

I understand that any Title IV financial aid which I receive – i.e., aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, PLUS Loan, Perkins Loan and TEACH grant programs – may only be used cover "institutional charges" as defined by the U.S. Department of Education unless I authorize the University to apply such Title IV financial aid to cover other education-related charges. I also understand that "institutional charges", as defined by the U.S. Department of Education, includes current year charges for tuition and fees, on-campus room and board, as well as lab fees, fees for workshops, University registration fees, facilities usage fees, and certain other University fees associated directly with taking a class (collectively, "University Institutional Charges"). Accordingly, I understand that any such federal Title IV financial aid that I receive (except for Federal Work Study wages) will first be applied by the University to cover any unpaid University Institutional Charges on my account. To the extent any such federal Title IV financial aid that I receive exceeds the amount necessary to cover any unpaid balance of University Institutional Charges, I hereby authorize the University to apply the excess Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees, fines and any other education-related charges which are not directly related to taking a class.

I understand that all awards, scholarships, and grants awarded to me by the University will be credited to my student account and applied toward any outstanding balance on my account. I further understand that my receipt of an award, scholarship, or grant is considered a financial resource according to federal Title IV financial aid regulations and may, therefore, reduce my eligibility for other federal and/or state financial aid (i.e., loans, grants, Federal Work Study) which, if already disbursed to my student account, must be reversed and returned to the aid source.

#### **METHOD OF BILLING**

I understand that the University currently uses electronic billing (e-bill) as its official billing method, and therefore I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand that my failure to receive and/or review my e-bill does not constitute a valid reason for not paying my bill on time. If I do not receive an e-bill from the University, it is my responsibility to access the e-bill electronically through the University's website. E-bill information is available at <https://my.sbu.edu>.

#### **BILLING ERRORS**

I understand that administrative, clerical or technical billing errors do not absolve me of my financial responsibility to pay the correct amount of tuition, fees and other associated financial obligations assessed as a result of my registration at the University.

#### **RETUNED PAYMENTS/FAILED PAYMENT AGREEMENTS**

If a payment made to my student account is returned by the bank or on-line processor for any reason, I agree to repay the original amount of the payment plus a return payment fee of \$35.00. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I enter into with the University may result in cancellations of my classes and/or suspension of my eligibility to register for future classes at the University.

### **WITHDRAWAL**

If I decide to completely withdraw from the University, I will follow the instructions at <http://www.sbu.edu/admission-aid/freshman-admissions/scholarships-financial-aid/student-financial-services/withdrawal-policy> which I understand and agree are incorporated herein by reference with the same force and effect as if set forth in this Agreement at length.

### **COVID-19 & OTHER THREATS TO HEALTH/SAFETY**

The COVID-19/coronavirus disease continues to create risks and uncertainties associated with on-campus educational programs offered by colleges and universities. The potential continuing impacts of COVID 19 are still uncertain and may impact the feasibility and/or structure of on-campus learning. In response to COVID 19 and/or other pandemics or other threats to health or safety, the University may alter the structure of its on-campus educational programs or transition students to remote learning models (in whole or in part) from time to time. I acknowledge and agree that the tuition, fees and other associated costs charged by the University are not dependent on the format of the educational programs for which they are payable. Accordingly, if the University is required to alter the structure of its on-campus educational programs or transition students to remote learning models (in whole or in part) due to restrictions imposed by federal, state or local governmental authorities or applicable law, or if the University determines, in its sole discretion, that such changes are warranted in light of continuing or potential impacts of COVID 19, other pandemics, or other threats to health or safety, I understand and agree that, to the extent permitted by applicable law, no reduction or refund of tuition, fees and other associated costs will be made based on the resulting changes to the courses or programs in which I am enrolled or based on any resulting closure, relocation, or other interruption in my right to receive in-person instruction or otherwise use University facilities or receive University services on campus.

### **AGREEMENT**

Unless and until this Agreement is expressly superseded by another agreement between the University and me regarding my financial responsibility to the University for payment of tuition, fees and other associated costs assessed as a result of my registration and/or my receipt of services from the University, this Agreement shall continue in full force and effect and shall apply to my obligations with respect to each and every semester or partial semester for which I am enrolled at the University or otherwise incur financial obligations to the University.

I also acknowledge and agree that (a) this Agreement supersedes all prior understandings, representations, negotiations and correspondence between the University and me with respect to the subject matter of this Agreement, (b) this Agreement constitutes the entire agreement between the University and me regarding the subject matter of this Agreement, (c) this Agreement may not be modified or affected, nor may any of the parties' rights under this agreement rights be waived by any course of dealing or course of performance, (d) any modification of this Agreement and/or any waiver of rights by either party to this Agreement will be enforceable only if the same is in writing, specifically refers to this Agreement, and has been signed by the party against whom enforcement is sought, (e) no act, delay or omission by the University in enforcing this Agreement or exercising any right or remedy shall operate as a waiver by the University of right or remedy, (f) any action or proceeding commenced to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction located in the County of Cattaraugus and State of New York, and (g) if any provision or provisions of this Agreement are found to be illegal, ineffective, invalid or unenforceable under any applicable statute, regulation, or rule of law, such provision or provisions shall be deemed severable and omitted, but the invalidation of any such provision or provisions shall not impair or otherwise affect the enforceability of the remaining provisions of this Agreement, which shall remain valid and binding on me and the University.

#### **ARBITRATION AND WAIVER OF CLASS-ACTION**

I acknowledge and agree that, to the extent permitted by applicable law, all claims and disputes relating to the terms and conditions of this Agreement with the University are to be settled by binding arbitration in the State of New York. Unless the parties mutually agree otherwise in writing, such arbitration shall be submitted to a single arbitrator, with the arbitration to be held in the City of Buffalo, New York and administered by the American Arbitration Association, in accordance with its rules that are in effect on the date a demand for arbitration is made by either party. Demand for arbitration shall be made in writing, delivered to the other party, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. To the extent permitted by applicable law, I further acknowledge and agree that: (i) any claim or dispute regarding this agreement shall be deemed personal in nature and shall only be conducted as an individual arbitration and not as a class action or other form of representative action; (ii) I expressly waive any right to file or participate in a class action or seek relief on a class or representative basis; and (iii) the arbitrator may only conduct an individual arbitration, may not consolidate more than one individual's claims, and may not preside over any form of representative or class proceeding relating to such claims.

**BY SELECTING "I AGREE AND UNDERSTAND" BELOW, I ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO BE BOUND BY THE ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE IN THIS AGREEMENT.**

PLEASE NOTE, HOWEVER, THAT EVERY STUDENT WHO IS NOTIFIED OF THE TERMS OF THIS AGREEMENT AND ELECTS TO ENROLL AS A STUDENT OF THE UNIVERSITY AND/OR RESIDE ON THE UNIVERSITY'S CAMPUS OR IN OTHER RESIDENTIAL FACILITIES OWNED OR CONTROLLED BY THE UNIVERSITY SHALL AUTOMATICALLY BE DEEMED TO HAVE AGREED TO AND BE BOUND BY ALL OF THE TERMS, COVENANTS, CONDITIONS, AND PROVISIONS OF THIS AGREEMENT, AND NO FAILURE OR REFUSAL BY SUCH STUDENT TO EXECUTE THIS AGREEMENT THIS SHALL INVALIDATE OR OTHERWISE AFFECT THE ENFORCEABILITY BY THE UNIVERSITY OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

**<<I AGREE and UNDERSTAND>>**