

Financial Responsibility Agreement

I understand that when I register for any class at Boise State University or receive any service from Boise State 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 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 on the [Academic Calendar](#). I have read and understand all of the terms and conditions of the published tuition refund schedule. I further understand that my failure to attend class or receive a billing statement 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 amounts due and owing Boise State University by the scheduled due date, Boise State University will place a financial hold on my student account, preventing me from registering for future classes or requesting transcripts until I pay the outstanding amount due the University.

Late Payment Charge: I understand and agree that if I fail to pay my student account bill or any amount due and owing Boise State University by the scheduled due date, Boise State University will assess late payment fees of \$10.00 per month and/or finance charges of 1.75% per month, whichever is greater, until the balance I owe the University is paid in full.

Collection Agency Fees: I understand and agree that if I fail to pay my student account bill or any amount due and owing Boise State University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Boise State University may refer my delinquent account to a collection agency. I further understand and agree that if Boise State University refers my student account balance to a third party for collection, a collection fee will be assessed and will be due in full at the time of the referral to the third party. I further understand and agree that the collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 33% of the outstanding amount I owe the University at the time my account is referred to a collection agency. Finally, I understand and agree that my delinquent account may be reported to one or more of the national credit bureaus.

Arbitration or Mediation: I understand and agree that any dispute which may arise requiring litigation or mediation/arbitration shall be brought in state district court in Boise, Ada County, Idaho.

COMMUNICATION:

Method of Communication: I understand and agree that Boise State University uses e-mail as an official method of communication, and that I am therefore responsible for reading the e-mails I receive from Boise State University on a timely basis.

Contact Authorization: I authorize Boise State 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) and any other debt I may owe to Boise State University, or to receive general information from Boise State University. I authorize Boise State 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. I further understand that I may withdraw my consent and authorization to call my cellular telephone using automated telephone dialing equipment by submitting my request in writing to the applicable contractor or agent contacting me on behalf of Boise State University.

Updating Contact Information: I understand and agree that I am responsible for keeping Boise State University records up to date with my current physical address, email addresses, and phone numbers by following the procedure at [myBoiseState](#) for updating student address/email address/phone number. The linked [myBoiseState](#) procedure is incorporated herein by reference. Upon leaving Boise State University for any reason, it is my responsibility to provide Boise State University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Boise State University.

METHOD OF BILLING: I understand that Boise State University sends Balance on Account(BOA) emails, and therefore I am responsible for viewing and paying my student account on or before the scheduled due date. I further understand that my failure to review my BOA does not constitute a valid reason for not paying the balance due on time. BOA information is available at [myBoiseState](#).

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

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS: If a payment made to my student account is returned by the bank for any reason, I agree to pay Boise State University the original amount of the returned payment plus a returned payment fee of \$25.00. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Boise State University may result in cancellation of my ability to make online payments and suspension of my eligibility to register for future classes at Boise State University.

PRIVACY RIGHTS & RESPONSIBILITIES: I understand that Boise State University is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits Boise State University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Boise State University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at [Release of Information](#). I further understand that I may revoke my permission at any time as instructed in the same procedure.

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

I understand that Boise State University will deliver my IRS form 1098-T electronically every year I have a reportable transaction, and that I may view and print IRS Form 1098-T by logging into [myBoiseState](#) then clicking on the Student Financials tile and look for the 1098-T link on the left hand navigation bar. I further understand and agree that by consenting to receive this information electronically, a paper copy of my 1098-T will not be mailed.

STUDENT AGE: I understand and agree that if I am younger than the applicable age of majority when I execute this Agreement that the educational services provided by Boise State University are a necessity, and I am contractually obligated pursuant to the “doctrine of necessities.”

ENTIRE AGREEMENT: This Financial Responsibility Agreement supersedes all prior understandings, representations, negotiations and correspondence between me as the student and Boise State University; it constitutes the entire agreement between the parties with respect to the matters described; and it shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by Boise State University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in any such modification.

Acknowledgement of Opportunity to Consult with Advisors: I acknowledge that I have been given a full and fair opportunity to consult with any person, advisors, and/or legal counsel of my choice, concerning the terms and meaning of this Financial Responsibility Agreement.

I understand that by clicking the “Agree” button, I agree that I have carefully read this Financial Responsibility Agreement, fully understand it, and agree to be legally bound by it. I waive any defense to enforcement of this Financial Responsibility Agreement, including but not limited to the method of its execution, and any defense that it is otherwise invalid and unenforceable.