

Metropolitan State University of Denver
FINANCIAL RESPONSIBILITY AND PROMISSORY NOTE AGREEMENT

The following is the Financial Responsibility and Promissory Note Agreement (the "Agreement") between Metropolitan State University of Denver ("MSU Denver") and me, regarding the delivery and payment of educational services in accordance with this Agreement. By allowing charges to be applied to my student account, I am bound by this Agreement.

1. Use of Account – I authorize MSU Denver to add to my student account all tuition, fees, and other charges incurred by me as a result of enrolling to attend MSU Denver. I understand that once enrolled if I do not officially drop by the 100% refund deadline, I am responsible for tuition and fees charged to my student account. I am aware the Drop/Refund and Withdrawal Deadlines are published in my Student Detail Schedule on [the Student Hub](#), and understand that I am bound by the Drop/Refund and Withdrawal Deadlines.

2. Promise to pay – Enrollment constitutes a financial obligation between MSU Denver and me. In accordance with MSU Denver policy, listed in www.msudenver.edu/bursar, I acknowledge that any tuition, fees, fines, the amount of any funds erroneously disbursed to me, and any other debts (collectively, "debt") to MSU Denver that are not paid in full by the Payment Deadline will automatically result in an extension of credit to me with applicable service charges and deadlines as listed in [Tuition Dates and Deadlines](#). I acknowledge that I have read and understand the Tuition Dates and Deadlines and that the applicable Tuition Dates and Deadlines are expressly incorporated in this Agreement by reference. I understand that, to the extent permitted by law, MSU Denver will take action against me to collect any unpaid debt, including withholding of registration, transcripts, release of diploma, and assignment of the debt for collection, in which case I am responsible for paying any additional fees incurred to collect the debt. I understand that all services and benefits I receive under this Agreement are for educational purposes and constitute educational loans or benefits extended to me to finance my education. I further understand that, pursuant to 11 U.S.C. § 523(a)(8), these educational loans and benefits extended to me by MSU Denver might not be discharged in bankruptcy.

3. Student Account and Billing Statement – MSU Denver communicates all student account information via electronic services using online secured portals via [the Student Hub](#) at <http://www.msudenver.edu/studenthub/> and may send me important notices via my MSU Denver e-mail account. I acknowledge that I will review my student account history available on [the Student Hub](#) prior to and after registering for classes and before the tuition payment deadlines each semester. The IRS Tax Form reports tuition and related expenses will also be available electronically. Notification for the 1098-T tax document will be sent to my MSU Denver-issued email address on record. I agree that it is my responsibility to review my [Student Hub](#) account status and my student e-mail account at least weekly. Failure by me to view my student account or receive any billing statement is not valid grounds for waiving late service charges or registration, diploma or transcript holds.

4. Other Fees

- **Returned Check Fee** – A returned check fee will be added to my student account for any check returned by my financial institution. MSU Denver reserves the right to pursue all legal remedies available to collect on any returned check.
- **Service Charges**- MSU Denver or the collection agency may assess service charges on the unpaid portion of my past due student account. Failure to pay by the published due date available on the [Bursar's website](#), will render my student account past due and result in an extension of credit subject to the assessment of a monthly service charge. Service Charges may be assessed up to the maximum percentage permitted under Colorado law.

5. Payments – Payments and credits posted to my student account after the due date or totaling less than the entire balance owed to MSU Denver will reduce the balance due as of the date posted but will not remove restrictions and holds on registration, diplomas, and transcripts. All payments received will be applied to my unpaid student account balance. Any excess amount paid to my student account will be automatically refunded to me, without a request on my part, in accordance with MSU Denver's refund policy.

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FINANCIAL RESPONSIBILITY AND PROMISSORY NOTE AGREEMENT

Please note: Payments made to any 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. Federal financial aid regulations do not permit MSU Denver to automatically apply an upcoming financial aid refund to a past due balance from a prior aid year. If a refund of financial aid is expected to pay off a prior term balance from a previous financial aid year, then the student will need to personally receive the refund and pay the balance due separately at the Cashier's Office. Title IV Federal Financial Aid will automatically pay the current year institutional charges (i.e. tuition, fees, etc.) and up to \$200 of prior year institutional charges.

6. Collection Agency –If MSU Denver's internal collection efforts have failed to induce me to pay the amount due on my student account, my account will be sent to a collection agency and may be reported to one or more credit bureau reporting service(s); I explicitly authorize MSU Denver to release my personal and financial information under those circumstances. **If MSU is required to retain a collection agency, to the extent permitted by applicable law, I agree to reimburse MSU Denver all reasonable collection costs, including but not limited to attorney fees and expenses incurred by MSU Denver. I also acknowledge these fees may be based on a percentage at a maximum of 40% of the debt and that all such fees will be added to my student account.**

Additionally, as an agency of the State of Colorado, MSU Denver has the authority to intercept state income tax refunds or other funds due from the State of Colorado (vendor, lottery, gaming etc.) for debts owed to the state. Pursuant to Colorado Law (C.R.S. § 23-5-115), in the event of a default of my student account owed to the university, the university may certify to the Colorado Department of Revenue (DOR) information about me, including my name, social security number, the amount of the debt and any other identifying information required by the DOR. The DOR may then disburse funds to the university in satisfaction of that debt from tax refund or other amounts owed to me, if any.

7. Entire Balance Due – If I fail to make a required payment or am considered out of compliance under this Agreement or a separate payment Agreement, MSU Denver can declare the entire balance of my student account due and payable at once without notice or demand.

8. Notices – All notices required to be given by MSU Denver in connection with my student account shall be deemed to have been delivered on the day they are deposited in the United States mail, properly addressed and with postage prepaid. It is the student's responsibility to keep all contact information up to date. *Any notice by email is considered received when the email enters the information processing system that the recipient has designated or uses for the purpose of receiving email. Student's account information is considered received when the information is posted on the student portal.*

9. Telephone Consumer Protection Act (TCPA) – I authorize MSU Denver and its respective agent(s) and contractors to contact me regarding my educational loan or my student account at the current or any future telephone number either provided or acquired for my cellular phone or other wireless device using an automated telephone dialing equipment or artificial or pre-recorded voice or text messages.

10. Change of Terms – MSU Denver can change the terms of this Agreement at any time. Notice of such a change will be provided on my student portal account, and will allow me the opportunity to pay my student account in full if I dispute the change. It is my responsibility to ensure that I am 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 my student account.

11. Billing Rights Summary – In case of errors, inaccuracies, or questions about my student account, or if I need more information about a transaction on my account, I will write or call the Office of the Bursar immediately via the address or phone number provided on my bill.

Metropolitan State University of Denver
FINANCIAL RESPONSIBILITY AND PROMISSORY NOTE AGREEMENT

12. Governing Laws – This Agreement is 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.

I have read, understand, and agree to pay the University pursuant to this Financial Responsibility and Promissory Note Agreement as indicated during the process of scheduling classes. I waive any defense to enforcement of this promissory note, including, but not limited to, any defense that it is invalid or unenforceable due to its contingent nature and the method of its execution. *Liability for claims for injuries or damages to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.*