

TERMS AND CONDITIONS

I understand that when I register for any class at Fort Lewis College or receive any service from Fort Lewis College 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. In addition, I understand that:

- I must follow the formal add/drop, withdrawal, or cancellation procedures of Fort Lewis College to remove my financial obligation. Non-attendance does not relieve me of my financial obligation.
- All bills will be sent electronically to my fortlewis.edu email address. Failure to check for emails is not valid grounds for dismissing charges, late fees, or any holds on my student account.
- Failure to make payments may subject me to late payment charges, financial holds, and possible termination of student status at Fort Lewis College. If my account becomes delinquent, I will be liable for service charges, collection fees based on a percentage of the debt, and legal fees.
- Pursuant to Colorado Law (C.R.S. § 23-5-115), in the event of a default of my account owed to Fort Lewis College, the college may certify to the Colorado Department of Revenue information about me, including my name, social security number, the amount of the debt and any other identifying information required by the Department of Revenue. The Department of Revenue may then disburse funds to Fort Lewis College in satisfaction of that debt from tax refund amounts owed to me, if any.
- I understand that tuition and fees have been set regardless of the method of instruction and will not be refunded in the event instruction occurs remotely for any part of the year. I understand this includes adjustments to instruction due to a public health emergency or a potential public health emergency such as COVID-19.
- I have read and understand the attached Student Payment Policies.
- I will keep a copy of these TERMS AND CONDITIONS & STUDENT PAYMENT POLICIES for future reference.

STUDENT PAYMENT POLICIES/PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Fort Lewis College or receive any service from Fort Lewis College 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 promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which Fort Lewis College is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees and other associated costs by the published or assigned due date.)

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 at <https://www.fortlewis.edu/tuition-aid/student-billing-cashiering/policies/refund-policies>. I have read the terms and conditions of the published

tuition refund schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill 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 monies due and owing Fort Lewis College by the scheduled due date, Fort Lewis College will place a financial hold on my student account, preventing me from registering for future classes, requesting transcripts, 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 Fort Lewis College by the scheduled due date, Fort Lewis College will assess a late payment charge.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill or any monies due and owing Fort Lewis College by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, Fort Lewis College may refer my delinquent account to a collection agency. I further understand that if Fort Lewis College 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. The collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 37 percent of the amount outstanding. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for any costs associated with the lawsuit such as court costs or other applicable costs. I understand that my delinquent account may be reported to one or more of the national credit bureaus. I also understand, agree and authorize Fort Lewis College to use my social security number for internal and external credit reporting and collection purposes for all charges incurred against this account for the duration of my enrollment at Fort Lewis College.

Colorado State Tax Refund Interception: I understand and accept, pursuant to Colorado Law (C.R.S. §23-5-115), that in the event of a default of my account owed to Fort Lewis College, the college may certify to the Colorado Department of Revenue information about me, including my name, social security number, the amount of the debt and any other identifying information required by the Department of Revenue. The Department of Revenue may then disburse funds to Fort Lewis College in satisfaction of that debt from tax refund amounts owed to me, if any.

COMMUNICATION

Method of Communication: I understand and agree that Fort Lewis College uses the Fort Lewis College e-mail account as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from Fort Lewis College on a timely basis.

Contact: I authorize Fort Lewis College 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 Fort Lewis College, or to receive general information from Fort Lewis College. I authorize Fort Lewis College 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 my cellular telephone using automated telephone dialing equipment by submitting my request in writing to the Fort Lewis College Accounting Office or in writing to the applicable contractor or agent contacting me on behalf of Fort Lewis College.

Updating Contact Information: I understand and agree that I am responsible for keeping Fort Lewis College records up to date with my current physical addresses, email addresses, and phone numbers by notifying the Fort Lewis College Registrar's Office. Upon leaving Fort Lewis College for any reason, it is my responsibility to provide Fort Lewis College with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Fort Lewis College.

ENTIRE AGREEMENT

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Fort Lewis College, constitutes the entire agreement between the parties with respect to the matters described, and shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by Fort Lewis College if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

METHOD OF BILLING

I understand that Fort Lewis College 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 failure to review my e-bill does not constitute a valid reason for not paying my bill on time. E-bill information is available at <https://www.fortlewis.edu/studentaccountsuite>.

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 Fort Lewis College.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS

If a payment made to my student account is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$20. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Fort Lewis College may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Fort Lewis College.

WITHDRAWAL

If I decide to completely withdraw from Fort Lewis College, I will follow the instructions at <https://www.fortlewis.edu/life-at-flc/student-services/registrar-office/current->

[students/withdrawing-dropping-classes](#) which I understand and agree are incorporated herein by reference.

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 at <https://www.fortlewis.edu/tuition-aid/student-billing-cashiering/policies/refund-policies>. I have read the terms and conditions of the published refund schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Fort Lewis College is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits Fort Lewis College from releasing any information from my education record without my written permission. Therefore, I understand that if I want Fort Lewis College to share information from my education record with someone else, I must provide written permission by following the procedure outlined at <https://apps.fortlewis.edu/ferpa/default.aspx>. 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 Fort Lewis College 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 Fort Lewis College, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

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 Fort Lewis College are a necessity, and I am contractually obligated pursuant to the “doctrine of necessities.”