



Student Financial Responsibility Agreement

Statement of Financial Responsibility - The following Student Financial Responsibility Agreement ("SFRA" or "Agreement") is an agreement between Colorado School of Mines ("Mines") and me. I fully understand and agree that by allowing charges to be applied to my student account, I am bound by this Agreement.

Promise to Pay - Enrollment constitutes a financial obligation between Mines and me. I acknowledge that I am fully responsible for paying the costs of any tuition, fees, the amount of any funds erroneously disbursed to me, and other associated costs (including but not limited to housing, dining, medical insurance, student health center charges, IT charges, library fines, parking charges and fines, and other incidental charges) assessed as a result of my registration for educational courses and/or receipt of services from Mines, even if course modality (online, remote, hybrid, in-person) changes or circumstances result in modification, termination, or suspension of some services.

I understand that if any of my financial obligations are not paid in full, Mines will, to the extent permitted by law, refuse to allow me to register for additional classes, withhold the release of my transcripts and diploma, and take action against me to collect any unpaid or unreturned amounts owing under my Student Account, including assignment of the Student Account for collections, 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 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 Mines is providing me educational services, deferring some of 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.

Communication - I understand all correspondence from Mines is sent electronically to my Mines e-mail account (including my billing statement). I acknowledge that I am responsible for reading the notifications I receive from Mines on a timely basis. In some situations, Mines may communicate with me via USPS or telephone. I understand it is my responsibility to keep all of my contact information up to date.

Billing- I understand that Mines uses electronic billing (eBill) as its official billing method. I am responsible for viewing and paying my student account eBill by the scheduled due date. I agree to review my Student Account activity available in Trailhead prior to and after registering for classes and before the payment due date each term. Failure by me to view my Student Account or Mines-issued email account or receive any billing statement is not valid grounds for absolving me of my financial obligations or waiving the late payment fees or registration, diploma, grades, or transcript holds.

Payments and Refunds- Payments received will be applied to my unpaid Student Account balance. Payments received in excess of the outstanding balance due on my account will not be accepted. If a credit balance results on a student account from financial aid, withdrawing from courses that were already paid for, etc., I understand that I must enroll in eRefund and submit an electronic refund request form to receive my disbursement. Credit balances resulting from Title IV Federal funding may occur without me submitting an electronic refund request form.

Please note: Payments made to any Student Account through the Financial Aid Office will be applied as mandated by the State or Federal government or the organization providing the funds. Federal financial aid regulations do not permit Mines 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 I understand that I will need to personally



receive the refund and pay the balance due separately, immediately. Title IV Federal Financial Aid will automatically pay the current year institutional charges (i.e. tuition, fees, etc.) and up to \$200 of the prior year institutional charges.

Payment Plans- I understand that Mines offers payment plans. I acknowledge the payment plan is limited to one payment plan per semester. I understand and agree that if I wish to enroll in the payment plan there is a non-refundable enrollment fee of \$25.00 due at the time of enrollment.

Third-Party Billing- Mines requires all sponsored students to submit a '[Sponsored Student Agreement Form](#)' to the Bursar's Office by Census Day. A student will not be considered sponsored until this form is submitted. This also includes students using their VA benefits. In addition, I understand my responsibility to assume any unpaid financial obligations that my third-party sponsor (e.g. private employer, military installation, government agency, etc.) fails to pay to Mines on my behalf by the end of the semester.

Returned Payments - A returned check fee in the amount of \$35.00 will be added to my Student Account for any check, electronic check, or credit card payment returned by the financial institution for any reason on payments made toward my Student Account. I understand if this occurs, I must remit payment for the original payment amount and the additional returned check fee in the form of certified funds. Mines reserves the right to pursue all legal remedies available to collect on any returned check. I understand and agree that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Mines may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Mines. I further understand that if my student account exceeds 3 returned items, I will no longer be able to pay with a personal check.

Late Payment Fee - A late payment fee of 1.5% of the unpaid balance may be assessed monthly on my Student Account that has an overdue balance.

Undergraduate Enrollment Fee- I understand and agree to pay the required non-refundable \$200 enrollment deposit as a confirmation of my acceptance to Mines. I understand that the \$200 enrollment fee will be applied to my account balance at the conclusion of Census Day or will be forfeited if I choose not to attend Mines.

Withdrawal- I understand and agree that if I drop or withdraw from all or part 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 refund schedule. Failure to attend class, receive an eBill, or failure to drop/withdraw properly does not absolve me of my financial responsibility as described above.

Collection Agency - I understand and accept that if I fail to pay my student account or any monies due to Mines by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Mines may refer my delinquent account to a collection agency. I further understand that I am responsible for paying the collection agency fees which may be based on a percentage at a maximum of 40% of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account.

Additionally, as an agency of the State of Colorado, Mines 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.



If my account is sent to Collections, and I pay the account in full at Collections and wish to return to Mines for a future semester, I will be required to sign a Student Account Payment Agreement prior to my return. I understand that payment is due in full no later than the first day of classes for the term in which I am seeking to register. If I register after the first day of classes, I understand that payment is due in full on the date of enrollment. If payment is not received in full by the applicable deadlines set forth above, I will be withdrawn from all courses prior to Census Day and will be unable to attend Colorado School of Mines for that term, with no option to appeal for re-enrollment for that term.

1098-T- I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Mines 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 Mines, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

I consent hereafter to receive my IRS Form 1098-T, Tuition Statement, electronically for each year that I have reportable transactions, and that I may view and print my IRS Form 1098-T by logging into Trailhead and accessing the 'My Account Page'. If I wish to opt out of electronic delivery and receive a paper statement of the 1098-T tax form, I must notify the Bursar Office in writing.

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 Mines are a necessity, and I am contractually obligated pursuant to the "doctrine of necessities."

Privacy Rights and Responsibilities - I understand that Colorado School of Mines is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Mines from releasing any information from my education record without my written permission, unless otherwise permitted or required by law. Therefore, I understand that if I want Mines to share information from my education record with someone else, I must provide written permission by following the procedure outlined at {link to Institution's FERPA release website}. I further understand that I may revoke my permission at any time as instructed in the same procedure.

Telephone Consumer Protection Act (TCPA) and Colorado Fair Debt Collection Practices Act - I authorize Mines and its respective agent(s) and contractors, including collection agencies, to contact me regarding my Student Account at the current or any future telephone number provided by me for my landline, cellular phone or other wireless device for the purpose of receiving notifications pursuant to this Agreement using automated telephone dialing equipment or artificial or pre-recorded voice or text messages and in compliance with the requirements of the Telephone Consumer Protection Act, 47 U.S.C. § 227 and the Colorado Fair Debt Collection Practices Act, §§ 12-14-101 et seq., C.R.S. Furthermore, I understand that consent is not required and I may withdraw my consent by submitting my request in person or in writing to the Bursar Office or in writing to the applicable contractor or agent contacting me on behalf of Mines. It is my responsibility to keep all of my contact information up to date.

Change of Terms - Mines reserves the right to change the terms of this Agreement at any time. Notice of such a change will be provided via email to my Mines email address 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 balances and to any future transactions on my Student Account.

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 Student Account, I will contact the Bursar Office immediately via the address or phone number provided at <http://mines.edu/bursar> or email the Bursar Office at bursar@mines.edu.

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 SFRA as indicated during the process of enrolling in educational courses. I waive any defense to enforcement of this Agreement, 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.