

# Holy Cross Financial Responsibility Agreement

## STUDENT AGREEMENT WITH RESPECT TO FINANCIAL OBLIGATIONS AND COMMUNICATION

If I register for any class at, or receive any service from, the College of the Holy Cross (the “College”), I understand, agree and acknowledge as follows:

1. **Financial Aid Estimate.** The financial aid described as “anticipated” on my Financial Aid Offer does not represent actual or guaranteed payment, but is an estimate of the financial aid that I may receive if I meet all requirements stipulated by that aid program.
2. **Payment of Fees and Promise to Pay.** I accept full responsibility to pay all tuition, fees, and other associated costs assessed as a result of my attendance, registration and/or receipt of services at the College, even if course modality (online, remote, hybrid, in-person) changes or circumstances result in the modification, termination, or suspension of some services. My registration and acceptance of these terms constitutes an educational promissory note agreement (i.e., a financial obligation in the form of an education loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. Section 523 (a)(8) that it is generally non-dischargeable in bankruptcy) in which the College is providing me educational services and 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.
3. **Program Changes.** In the event the College determines it must suspend or alter its operations, programs or activities in whole or in part due to epidemic, pandemic, other public health emergency, extreme weather, natural disaster, acts or threatened acts of terrorism or war, or any single act or combination of events beyond the College’s control, College may suspend, reduce, terminate and/or modify its operations, programs, and activities in whole or in part, which may or may not include offering online or other alternative learning options, in its discretion. In any such event, College is under no obligation to refund or credit any portion of tuition, fees or other charges paid or owed, but it may do so in its discretion. The College reserves the sole right to promulgate and change rules and regulations and to make changes of any nature in its educational, extracurricular, and other programs; calendar; admissions policies, procedures, and standards; degree requirements; fees; and academic schedule whenever necessary or desirable, including, but not limited to limitation, changes in course content and class schedule, the cancellation, suspension, and/or substitution of scheduled classes and other academic activities. In any such case, the College will give whatever notice is reasonably practicable.
4. **Withdrawal.** If I drop or withdraw from any or all of the classes or programs for which I register or if I leave the College for any reason whatsoever, 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.holycross.edu/bursars-office/refunds> and/or any other policy specific to my program or department, which I am responsible for reviewing and understanding. I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated herein by reference. My failure to attend any class or program or to receive a bill does not absolve me of my financial responsibility as described herein. If I decide

to completely withdraw from the College, I will follow the instructions set forth in the catalog, which I understand and agree are incorporated herein by reference.

**5. Delinquent Account and Late Payment Charge; Collection Agency; Credit Bureaus.**

- a. **Delinquent Account and Late Payment Charges.** If I fail to (i) pay my student account bill or any monies due and owing the College by the scheduled due date or (ii) comply with any payment agreement with the College, the College will (A) place a financial hold on my student account which will prevent me from registering for future classes and receiving my diploma except as otherwise prohibited by law; and (B) assess late payment and/or finance charges according to the published fee schedule at <https://www.holycross.edu/bursars-office/frequently-asked-questions#misc1> until my past-due account is paid in full.
- b. **Collection Agency; Credit Bureaus.** If my account is delinquent as described above and I fail to make acceptable payment arrangements to bring my account current, the College may refer my delinquent account to a collection agency or attorneys. **If my account is referred to a third party (which may be attorneys or a collection agency) for collection or enforcement after my failure to promptly honor my payment obligations, I expressly agree, understand, and acknowledge that I will pay all costs, fees, and expenses incident thereto, including, but not limited to, costs, fees, and expenses of any attorneys or any collection agency, which may include, but not are not limited to, a collection fee based on a percentage at a maximum of 33% of the outstanding amount due, and court costs or other applicable costs if a lawsuit is filed to recover the outstanding balance, but not to exceed the maximum amount permitted by applicable law.** I understand that my delinquent account may be reported to one or more of the national credit bureaus.
- c. **Returned Payments.** 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 \$10.00 for online payments and \$30.00 for returned checks. I understand that multiple returned payments may result in the requirement by the College for me to pay by cashier's check or wire transfer.
- d. **Billing Errors.** 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 and/or receipt of services at the College.

**6. Communication.**

- a. The College uses electronic billing (e-bill) as its official billing method. I am responsible for viewing and paying my student account e-bill by the scheduled due date. A failure to review my e-bill does not constitute a valid reason for not paying by bill on time. E-bill information is available at <https://www.holycross.edu/bursars-office/billing-statements>.

- b. The College uses e-mail as an official, but not exclusive, method of communication with me. I am responsible for reading, and taking action on, the e-mails I receive from College on a timely basis.
- c. I authorize the College and its agents and contractors to:
  - i. Contact me at my current and any future cellular phone number(s), email and other address(es), or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the College, or to receive general information from the College.
  - ii. 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 may withdraw my consent to call or text my cellphone using automated telephone dialing equipment by submitting my request in writing to Office of the Bursar or the applicable contractor or agent contacting me on behalf of the College.

- d. I am responsible for keeping the College records up to date with my current physical mailing addresses, email addresses, and phone numbers by following the procedure by providing any updates to the Office of the Registrar. Upon leaving the College for any reason, it is my responsibility to provide the Office of the Bursar with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to the College from my account, any loan or payment agreement.

## 7. **Miscellaneous.**

- a. **Minors.** If I am younger than 18 years of age when I enter into this agreement that the food, housing, medical and counseling services, educational services and other services provided by College are necessities, and I am contractually obligated pursuant to the “doctrine of necessities.”
- b. **IRS Form 1098-T.** I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to the 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 the College, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.
- c. **Holy Cross Loan.** If I have received a College of the Holy Cross Educational Loan, the loan is governed by the Master Educational Loan Promissory Note and Statement of Rights and Responsibilities rather than by this agreement.
- d. **Compliance with College policies, rules, requirements and expectations.** As a condition of registering and being enrolled at the College, I understand and agree

that I am responsible for reading, being familiar with and complying with the requirements and standards of performance and behavior that are described in the College policies, rules, procedures and expectations as set forth in the catalog or on the College's website, and as they may be amended, revised or replaced from time to time.

- e. This agreement supersedes all prior understandings, representations, negotiations, and correspondence between student and College and constitutes the entire agreement between the parties with respect to the matters described herein. This agreement shall not be modified or affected by any course of dealing or course of performance. The failure of either party hereto to enforce any right under the agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under the agreement. In case any provision of the agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- f. Governing Law. The provisions of this agreement are governed by the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflict of laws, and I agree that the state and federal courts located in Massachusetts will have jurisdiction to resolve any dispute arising out of this agreement. I acknowledge that I have read, understand and agree to the terms appearing in this agreement. I understand that the College is bound by the Family Educational Rights and Privacy Act (FERPA) from the [U.S. Department of Education](#).
- g. Electronic Signature. By [selecting the "I accept" button], I understand and agree that I am signing this agreement electronically and my electronic signature is the legal equivalent of my manual signature on this agreement under Massachusetts law.