

Rivier University
Student Academic and Financial Responsibility Agreement

ACADEMIC POLICIES AND PROCEDURES

I have reviewed and understand the academic policies and procedures as outlined in the Rivier University Academic Catalog.

PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for a class at Rivier University or receive service from the University that I accept full responsibility to pay when due 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 Rivier University 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 University's [Withdrawal and Refund Policy](#). 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, Rivier University 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, the University will assess late payment fees and finance charges per the University's [Payment Policies](#) on the past due portion of my student account until my past due account is paid in full.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill and fail to make acceptable payment arrangements to bring my account current, the University may refer my delinquent account to a collection agency.

I further understand that if Rivier University refers my 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 40% 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. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

FINANCIAL AID:

I understand that aid described as "Anticipated Aid" on my billing statement does not represent actual or guaranteed payment, but rather is an estimate of the aid I may receive if I meet all requirements stipulated by that aid program. I understand that my financial aid offer is contingent upon my continued enrollment and participation in each class upon which my financial aid eligibility was calculated. If I drop or withdraw from any class before completion, I understand that my financial aid eligibility may decrease and some or all financial aid awarded to me may be revoked. If some or all financial aid is revoked because I dropped or did not participate in class, I agree to repay all revoked aid that was disbursed to my account. This includes aid that may have resulted in a credit balance that was refunded to me. I understand that any federal Title IV financial aid that I receive, except for Federal Work Study wages, will first be applied to any outstanding balance on my account for tuition, fees, room, and board. I authorize Rivier University to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees and fines, and any other education related charges. I further understand that this authorization will remain in effect until I rescind it or the end of Rivier University's Award Year. I understand that Financial Aid amounts, while not likely to change, are subject to recalculation as the Federal and State Departments of Education deem appropriate. I agree to repay all recalculated aid that was disbursed to my account, including aid that may have resulted in a credit balance that was refunded to me.

AWARDS, SCHOLARSHIPS AND GRANTS:

I understand that all awards, scholarships, and grants awarded to me by Rivier University will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of an award, scholarship or grant may be considered a financial resource according to federal Title IV financial aid regulations and may therefore reduce my eligibility for other federal and/or state financial aid (i.e., loans, grants, Federal Work Study) which, if already disbursed to my student account, must be reversed, and returned to the aid source.

METHOD OF BILLING:

I understand that Rivier University uses online billing statements as its official billing method, and therefore I am responsible for viewing and paying my student account statement by the scheduled due date. I further understand that failure to review my statement does not constitute a valid reason for not paying my bill on time. Statement information is available by logging into your [Colleague Self-Service](#) account and clicking on 'Account Summary'.

BILLING ERRORS:

I understand that administrative, clerical, or technical billing errors do not absolve me of my financial responsibility to pay the amount of tuition, fees and other associated financial obligations assessed as a result of my registration at Rivier University.

COMMUNICATION:

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

Contact: I authorize Rivier 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), any other debt I owe to Rivier University, or to receive general information from the University. I authorize Rivier 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. Furthermore, I understand that I may withdraw my consent to call my cellular phone by submitting my request in writing to the Student Accounts Office or in writing to the applicable contractor or agent contacting me on behalf of Rivier University.

Updating Contact Information: I understand and agree that I am responsible for keeping Rivier University records up to date with my current physical addresses, email addresses, and phone numbers through Colleague Self-Service, by contacting the Office of the Registrar at asktheregistrar@rivier.edu, or by calling 603-897-8488. Upon leaving Rivier University for any reason, it is my responsibility to provide the University with updated contact information for purposes of continued communication regarding any amounts owed to the University.

RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS:

I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Rivier University may result in prevention from participation in payment plans in the future, in cancellation of my classes, and/or suspension of my eligibility to register for future classes at Rivier University.

WITHDRAWAL:

If I decide to completely withdraw from Rivier University, I understand that I must complete a Withdrawal Form. This form is available at [Withdrawal/Leave of Absence Form](#). I also understand that upon any withdrawal it is my responsibility to discuss the impact of my withdrawal with the Financial Aid and Student Accounts offices. Further information regarding withdrawal and Rivier University's return of Title IV funds policy, can be accessed at [Rivier University's Institutional Refund Policy](#) and [U.S. Department of Education Return to Title IV Funds Policy](#).

PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Rivier University is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits Rivier University from releasing any information from my education record without my written permission, except as provided in specified exceptions under FERPA. Therefore, I understand that if I want Rivier University to share information from my education record with someone else not covered by an exception, I must provide written permission by following the procedure outlined at [Rivier University FERPA](#). I further understand that I may revoke my permission at any time as instructed in the same procedure.

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

ENTIRE AGREEMENT:

This agreement supersedes all prior understandings, representations, negotiations, and correspondence between the student and Rivier University, and along with the policies and procedures of the University and applicable laws and regulations, 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 or updated by the University as necessary to comply

with changes in law, regulation, or policy. Any modification is specifically limited to those policies and/or terms addressed in the modification.

I (Student) acknowledge receipt of and state that I have read this promissory note in its entirety, agree to be bound by the foregoing provisions, and agree that such actions shall constitute an "electronic signature" as defined in the New Hampshire Uniform Electronic Transactions Act, RSA 294-E.

If you or your parents would like more information about the Student Financial Responsibility Agreement, you can contact the Student Accounts Office (603) 897-8488 or studentaccounts@rivier.edu.

Student Financial Responsibility Agreement Acknowledgements – Your agreement to these items are required for your registration at Rivier University.