

BALL STATE UNIVERSITY FINANCIAL RESPONSIBILITY AND PROMISSORY NOTE AGREEMENT

By electronically agreeing to this Financial Responsibility and Promissory Note Agreement, I am undertaking a legal obligation that requires me to pay for tuition, fees, and other Ball State University charges advanced in connection with my enrollment and/or attendance at Ball State University (the "University").

Any financial aid I receive for this semester will be applied to charges assessed to my student account for the current semester and against up to \$200 in unpaid educational institutional charges from any prior academic year.

I promise to pay the University:

- (1) all tuition, fees, and other charges assessed by the University in accordance with current University policies in connection with the courses in which I have enrolled;
- (2) all penalties and late fees assessed by the University in accordance with then-current University policies, as published at www.bsu.edu/bursar.
- (3) the amount of any funds erroneously disbursed to me;
- (4) any deficiency in tuition, fees or other University charges that results from non-payment or reversals of payment of loans and advances from federal, state, institutional providers, or other third party providers;
- (5) any costs incurred by the University in connection with the processing of a third party payment on my behalf; and
- (6) all collection fees, incurred in connection with the collection of any of the foregoing, including, without limitation, penalties, late fees, collection agency fees, attorney fees, and court costs; including reimbursing the University for the fees of any collection agency, which may be based on a percentage at a maximum of 40% of the debt, and all costs and expenses, including reasonable attorney fees, incurred in such collection efforts.

The University's Office of Bursar & Loan Administration communicates all financial account information via electronic services using online secured portals via MyBSU at <https://my.bsu.edu> and may send me important notices via my BSU e-mail account. I acknowledge that I will review my account history available on MyBSU prior to registering for classes and before the tuition payment deadlines each semester.

I understand, agree, and promise to pay the (1) Total Amount Due or (2) Deferment Amount shown as due and owing on my MyBSU account on or before the date specified on my eBill and published at www.bsu.edu/bursar. If I do not pay as promised my MyBSU account will be subject to all applicable late fees published at www.bsu.edu/bursar. If I choose to pay the Deferment Amount, the Deferment Option Schedule due dates, deferment percentages, and deferment fees published at www.bsu.edu/bursar will apply to this promissory note and agreement. I further understand that if I cancel my registration by certain dates as specified by the University for the semester, I may be entitled to a credit against my account, which may result in a refund or, if I have made a Deferment Amount payment(s), potentially either a refund or a reduction of the amount then due under my account. Deadlines for payments, information regarding Total Amount Due or Deferment Amount, and other policy information are available at www.bsu.edu/bursar. Special rules apply to [Paying Apartment Rent](#).

I agree that it is my responsibility to review my MyBSU account status and my BSU e-mail account at least weekly.

The Office of Bursar & Loan Administration provides account information electronically for the following categories, and more:

- Account History
- IRS Tax Form 1098-T

I agree that, if I have an active BSU e-mail account, I will receive an e-mail notification to my BSU e-mail account when the account has a balance due. I understand that, whether or not I receive an e-mail, it is my responsibility to review my account and make payment by the published deadlines. If I have not paid my fees or made payment arrangements prior to the tuition payment deadline I will be charged late payment and other applicable fees.

I agree that, if my account becomes delinquent, my records will be placed on hold and I will not be allowed to register for the next semester, make schedule changes or receive transcripts, and, if I am a graduating student, I will not receive a diploma.

I agree that the University may refer my past due student account to collection agencies and authorize legal action against me for the collection of this debt.

Collection Activity Involving Cell Phone Numbers and Email Addresses:

- (1) I understand that the University is asking for a cell phone number and other telephone number as part of the registration process. If I provide a cell phone number, I authorize the University and its agents, including debt collectors, to contact me at that number in accordance with applicable law and/or at any other telephone number or wireless communication service I provide in the future, using automated telephone dialing systems, artificial or pre-recorded voice or text messages, or personal calls, regarding my obligation to repay any debt I owe to the University resulting from my registration.
- (2) I further understand that the University is asking for an email address other than my BSU e-mail account as part of the registration process. If I provide such an email address, I authorize the University and its agents to contact me at that email address and/or any other email address I may provide in the future regarding any failure to pay any amount I am obligated to pay under this Agreement.
- (3) I understand that others may be able to hear telephone calls and/or voice mails and see other collection e-mail messages regarding attempts to collect debt under this agreement. I agree to hold the University, its trustees, officers, employees, and agents harmless against any such communications and collection efforts.
- (4) I am giving these authorizations voluntarily, and that my doing so is not a condition to my enrollment, obtaining a student loan or any other service.
- (5) I understand that if I want to revoke this authorization to contact me at the cell phone numbers and/or email addresses I provide, I will do so only by written email notification to bursar@bsu.edu.

This Agreement and Promise to Pay is governed by the laws of the State of Indiana. **I hereby irrevocably submit to the jurisdiction of the courts of Delaware County, Indiana as to any effort to collect funds pursuant to this Agreement.** No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.

I acknowledge and agree that this Financial Responsibility and Promissory Note Agreement is a promissory note for my cost of attendance at the University, a legal debt instrument giving Ball State University the right to take legal action to collect the debt I have promised to pay. 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.

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.