PAYMENT PLAN CONTRACT

SHSU Installment Payment Plan Contract Provisions:

- I, [STUDENT NAME] ("Student"), hereby agree to all the terms and conditions of the SHSU Installment Payment Plan and to pay Sam Houston State University ("SHSU") the balance deferred as stated in this agreement on or before the due date specified for each installment.
- 2. Student understands that INSTALLMENT AMOUNTS MAY CHANGE over time to account for any new charges, payments, or financial aid adjustments. Student shall adjust payment accordingly during the term of this agreement. SHSU may charge a late fee as established below. Initial payment is due upon enrollment into the installment payment plan.
- **3.** SHSU may assess a thirty dollar (\$30.00) nonrefundable setup fee at enrollment in the installment payment plan. One enrolled in the installment payment plan, Student is not entitled to a refund of the setup fee.
- **4.** If applicable, the student's account will be reduced by any waivers or exemptions awarded. The Student may then elect to pay this net amount on the installment payment plan.
- 5. SHSU may charge a thirty dollar (\$30.00) late fee for each installment payment that is late. Each payment is due on the date outlined in paragraph 8 below. Except for the required minimum first payment due upon enrollment into an installment payment plan, SHSU will provide Student a fifteen (15) day grace period for payment to be received before the Student is charged a late fee. Failure to make an installment payment does not automatically constitute a withdrawal from the University.
- **6.** Students who withdraw from all their classes will be required to officially resign through the Registrar's Office and may be liable for full tuition and fees depending upon the official date of resignation. See, Texas Education Code § 54.006
- 7. PAYMENT IN FULL IS DUE IN THE CASHIER'S OFFICE BY 5:00 PM, OR 10:00 PM IF PAID ONLINE, ON THE APPROPRIATE DATE.
- **8.** Follow Due Date on Payment Page:
- **9.** More about Due Dates Student must be enrolled in billable semester credit hours to be eligible for enrollment into a current term installment payment plan.

- Student may be administratively disenrolled from the current term payment plan if not enrolled in billable semester credit hours.
- **10.** Students will not be able to enroll in another installment payment plan until the prior installment payment plan is paid in full.
- 11. FOR EACH RETURNED PAYMENT, A TWENTY-FIVE DOLLAR (\$25.00) FEE WILL BE ADDED TO THE STUDENT'S ACCOUNT.
- 12. Students with a past due balance are not eligible for enrollment in a current term installment payment plan. Students with a past due balance may be eligible to enroll in a past due installment payment plan offered by Student Financial Services. Past due installment payment plans must be paid in full to enroll or maintain enrollment in a current term.
- 13. Student understands that failure to meet the terms of this agreement may result in grades, diplomas, and official transcripts not being released until all installments and other charges have been paid in full.
- 14. STATUTORY WARNING: A STUDENT WHO FAILS TO MAKE FULL PAYMENT OF TUITION AND MANDATORY FEES, INCLUDING ANY INCIDENTAL FEES, BY THE DUE DATE MAY BE PROHIBITED FROM REGISTERING FOR CLASSES UNTIL FULL PAYMENT IS MADE. A STUDENT WHO FAILS TO MAKE PAYMENT PRIOR TO THE END OF THE SEMESTER OR TERM MAY BE DENIED CREDIT FOR WORK DONE THAT SEMESTER OR TERM.
- **15.** Student Financial Services may offer pre-collection efforts for past due balances. Failure to meet pre-collection efforts, may result in the University employing an outside collection agency to recover the debt. In the event an outside agency is employed to collect the delinquent account, the Student will be required to pay all collections costs, including collection agency fees, legal fees, and other costs incurred in collecting the amounts due.
- **16.** In the event of a default of Student account owed to Sam Houston State University, and all collection efforts have failed, the University is required to place a state warrant hold on the Student account and report debt, along with debtors identifying information, to the Texas State Comptroller of Public Accounts.
- **17.** The enrollment action constitutes a financial obligation between the Student and Sam Houston State University and all proceeds of this agreement will be used for educational purposes and constitute an educational loan pursuant to <u>11 U.S.C</u> 523(a) (8).
- **18.** Student authorizes the school, and their respective agents and contractors to contact the Student regarding the Student financial account, Student loan request, or Student loan(s). This includes, but is not limited to, communications such as payment reminders, notice of late payments, request for information or

- repayment of Student Loan(s). Contact may be made at the current or any future number either provided or acquired for the Student cellular phone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.
- **19.** The university reserves the right to report both positive and negative payment histories to credit-reporting agencies
- **20.** To revoke this authorization agreement, the Student shall notify the Student Account Services Office by written notice, including email. Revocation of this agreement does not entitle the Student to a refund of the thirty dollar (\$30.00) setup fee.
- 21. Student shall monitor their account to make sure payments are made timely and the account is paid-in-full by the end of the current semester or according to the terms of the past due installment payment plan agreement with Student Financial Services. The University may send communications about the status of the Student's installment payment plan as a courtesy service, but the University is not required under this contract to provide any communications about the timing of payments or status of the installment plan.
- **22.** The University has the right to determine when provisions of this contract are violated and to determine the appropriate course of action. If any section or subsection of this contract is ruled to be illegal or invalid, this will not affect the validity or enforceability of the remaining provisions of the contract.
- **23.** The validity of this contract and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction shall be governed and determined by the Constitution and the laws of the State of Texas. Any lawsuit to enforce this contract must be brought in Walker County, Texas.
- 24. BY SUBMITTING THIS AGREEMENT WITH AN ELECTRONIC SIGNATURE BELOW, STUDENT ACKNOWLEDGES THAT ANY FALSE INFORMATION ENTERED HEREON CONSTITUTES AS FRAUD AND SUBJECTS THE PARTY ENTERING SAME TO FELONY PROSECUTION UNDER BOTH FEDERAL AND STATE LAWS OF THE UNITED STATES. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.
- **25.** This agreement is dated [ONLINE ACCEPTANCE DATE].
- **26.** For fraud detection purposes, the Student's internet address has been logged.
- **27.** [STUDENT IP ADDRESS WITH DATE AND TIME]
- **28.** SHSU recommends that the Student print and retain a copy of this agreement for their records.