

Annually students are required to agree to the Statement of Financial Responsibility. Please log into [NEST](#) to sign your agreement or to review your signed statements.

# CREIGHTON UNIVERSITY

## Statement of Financial Responsibility

### PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Creighton University or receive any service related to registration or participation as a registered student in class from Creighton University, I accept full responsibility to pay all tuition, fees and other associated costs assessed as a result of my registration and/or receipt of services related to such class. I further understand and agree that my registration in any class and acceptance of these terms related to that class 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 Creighton 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 published tuition refund schedule at:

<https://www.creighton.edu/businessoffice/policies/refundsoverpaymentsandwithdrawals/>

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 and owing Creighton University by the scheduled due date, Creighton University will place a financial hold on my student account, preventing me from registering for future classes or receiving my diploma.

**Late Payment Charge:** I understand and agree that if I fail to pay my student account bill or any monies due to Creighton University by the scheduled due date, Creighton University will assess late payment and/or finance charges per month on the past due portion of my student account until my past due account is paid in full as outlined at:

<http://www.creighton.edu/businessoffice/policies/latepaymentfees/>

**Collection Agency Fees:** I understand and accept that if I fail to pay my student account bill or any monies due and owing Creighton University by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, Creighton University may refer my delinquent account to a collection agency. I further understand that if Creighton University refers my student 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 percent 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.

## COMMUNICATION

**Method of Communication:** I understand and agree that Creighton 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 Creighton University on a timely basis.

**Contact:** I authorize Creighton 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 Creighton University, or to receive general information from Creighton University. I authorize Creighton University and its agents and contractors to use automated telephone dialing equipment, artificial or prerecorded 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 telephone by submitting my request in writing to the applicable contractor or agent contacting me on behalf of Creighton University.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Creighton University records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at <http://www.creighton.edu/fileadmin/user/Registrar/docs/forms/ChangeAddressForm.pdf>. The linked procedure is incorporated herein by reference. Upon leaving Creighton University for any reason, it is my responsibility to provide Creighton University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Creighton University.

## FINANCIAL AID

I understand that aid described as “estimated” on my Financial Aid Award does not represent actual or guaranteed payment but 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 Award is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility was calculated. If I drop any class before completion, I understand that my financial aid eligibility may decrease and some or all of the financial aid awarded to me may be revoked.

If some or all of my financial aid is revoked because I dropped or failed to attend class, I agree to repay all revoked aid that was disbursed to my account and resulted in a credit balance that was refunded to me.

I agree to allow financial aid I receive to pay any and all charges assessed to my account at Creighton University such as tuition, fees, campus housing and meal plans, student health

insurance, parking permits, service fees, fines, bookstore charges, or any other amount, in accordance with the terms of the aid.

**Federal Aid:** 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. Federal Title IV financial aid includes the following aid types: Federal Pell Grant, Federal Supplemental Educational Opportunity Grant (FSEOG), Federal Direct Loans (Subsidized, Unsubsidized, and Grad PLUS) and PLUS Loan. I authorize Creighton University to apply my federal 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.

**Prizes, Awards, Scholarships, Grants:** I understand that all prizes, awards, scholarships and grants awarded to me by Creighton University will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of a prize, award, scholarship or grant is 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 Creighton University uses electronic billing (e-bill) as its official billing method, and therefore I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand that failure to review my e-bill does not constitute a valid reason for not paying my bill on time.

## **BILLING ERRORS**

I understand that 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 at Creighton University.

## **RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS**

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. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Creighton University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Creighton University. Additional information can be found at <https://www.creighton.edu/businessoffice/policies/returnedpayments/>

## WITHDRAWAL

If I decide to completely withdraw from Creighton University, I will follow the instructions at <https://my.creighton.edu/registrar/temporarywithdrawal/> which I understand and agree are incorporated herein by reference.

## PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Creighton University is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which restricts Creighton University from releasing information from my education record. Therefore, I understand that if I want Creighton University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at <https://www.creighton.edu/registrar/confidentialityprivacyferpa/>. I further understand that I may revoke my permission at any time as instructed in the same procedure.

## IRS FORM 1098-T

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

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from Creighton University.

## GOVERNING LAW

This contract is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this contract must be brought in the District Court of Douglas County, Nebraska. Creighton University does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution.

## ENTIRE AGREEMENT

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Creighton University, 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 by Creighton University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

## STUDENT AGE

I understand and agree that if I am younger than 19 when I execute this agreement that the educational services provided by Creighton University are a necessity, and I am contractually obligated pursuant to the "doctrine of necessities."