

College of the Mainland

Student Financial Responsibility Agreement and Acknowledgement of COM Policies

I acknowledge that enrolling for courses at College of the Mainland (COM) constitutes a financial obligation to the College and that I will abide by the terms and conditions of this agreement to include and incorporate by reference all registration, payment, and financial aid policies and procedures.

PAYMENT OF TUITION AND FEES

I understand that when I register for any class at College of the Mainland (COM) or receive any service from COM, 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. I further understand and agree my registration is in fact acceptance of these terms and 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 COM 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 and/or balances by the published or assigned due date.

I understand and agree that it is my responsibility to drop or withdraw from courses I do not attend, and should I drop or withdraw from some or all of the courses for which I register, I will be responsible for paying all or a portion of tuition and fees in accordance with the published “Refunding of Fees and Charges” schedule located at <http://coursecatalog.com.edu/getting-started-at-COM/payments-refunds/>. I understand that aid described as “estimated” or “pending” on my Financial Aid Award does not represent an actual or guaranteed award 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 the financial aid I receive to pay any and all allowable charges assessed to my account at COM, in accordance with the terms of the aid. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

I agree to pay the balance of my tuition and fees using one of the options below:

OPTION 1

I may choose to pay my balance in FULL upon enrollment or use my pending financial aid award to hold my seat in the class(es) upon enrollment and to pay my balance by awarded financial aid upon its release to my account. I understand that:

- Changes in my class schedule may affect my charges and/or the amount of financial aid I am eligible for or even my eligibility to receive financial aid.

- In the case where the college determines that I am not eligible to receive financial aid and the amount previously awarded is withdrawn, I am fully responsible to pay all charges including refunds that may have been released to me prior to the final determination of my eligibility.

OPTION 2

I may choose to pay my balance by enrolling in the Nelnet Solutions Installment/Payment Plan option offered for the semester or term. By doing so, I understand that:

- I must enroll for this option online by the payment deadline through the student self-service page of the college's website.
- If a down payment is required, it must be made at the time of enrollment in the plan.
- A Nelnet processing fee will be assessed at the time of enrollment in the plan.
- Installment amounts may be updated for any new charges and/or payments.

OPTION 3 – SPONSORED (THIRD PARTY) ACCOUNTS

I understand that as a sponsored student:

- I am responsible for submitting to the college's business office any third-party letter of credit or payment agreement within the period allowed by the enrollment process for every change to my enrollment.
- I am responsible for any charge(s) not covered by my sponsor's letter of credit or payment agreement and/or any charges not paid by my sponsor.

FAILED PAYMENT/DELINQUENT ACCOUNT:

A STUDENT WHO FAILS TO MAKE FULL PAYMENT OF TUITION AND FEES OR FAILS TO ESTABLISH AN INSTALLMENT PAYMENT PLAN FOR TUITION AND FEES BY THE DUE DATE WILL BE DEREGISTERED FROM CLASSES. A STUDENT WHO FAILS TO RESOLVE ALL BALANCES PRIOR TO THE END OF THE SEMESTER/TERM WILL HAVE A HOLD PLACED ON THEIR STUDENT RECORDS.

I understand and agree that returned payments and/or failure to comply with the terms of any payment plan or agreement I have entered into with COM or Nelnet Business Solutions may result in my withdrawal from the plan and may consequently result in the cancellation of my classes and/or suspension of my eligibility to register for future classes at COM. I also understand that any account balance must be satisfied before I will be allowed to register for future classes. If a payment made by check to my student account is returned by the bank for any reason, I understand that COM has the option to withdraw me from classes. I agree to repay the original amount of the payment plus a returned check fee of \$25.00. I understand and agree that this repayment must be made in cash at the cashier's office. I understand that if the reason for my payment being returned is due to Non-Sufficient Funds (NSF), or an account not found, COM may refuse to accept further check payments from me. If a payment to my student account made by credit card is refused settlement by the credit card company for any reason, I understand that COM has the option to withdraw me from classes.

I understand and accept that unpaid balances are subject to collection activity and COM may place for collection any unpaid balance/delinquent account with a professional collection agency or collection attorney. Should my account be placed with a collection agency or collection attorney, I understand and accept that I will be responsible for the collection fees in accordance with Texas statutes. The delinquency may be reported to the State of Texas preventing reimbursement of funds due to me from any state agency. I understand and agree my financial obligation to COM constitutes an educational loan to assist in financing my education and therefore is not dischargeable pursuant to the United States Bankruptcy Code section 523(a)(8). I also understand and agree that all disputes relating to registration and payment will be governed by the laws of the State of Texas, without regard to the principles of conflicts of laws. The venue for any legal disputes shall be Galveston County, Texas.

I understand that any federal Title IV financial aid that I receive, except for Federal Work-Study wages, will first be applied to any current term outstanding balance on my account for tuition and fees. Title IV financial aid includes aid from Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Texas Educational Opportunity Grant (TEOG), Direct Loan, PLUS Loan, Perkins Loan, and Texas Public Educational Grant Program (TPEG). I authorize COM to apply my Title IV financial aid to pay toward allowable charges assessed to my student account, in accordance with the terms of the aid. I understand that all prizes, awards, scholarships, and grants awarded to me by COM will be credited to my student account and applied toward any outstanding balance in accordance with the terms of the aid. 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, may be reversed and returned to the aid source.

REFUNDS:

I understand that College of the Mainland (COM) has engaged the services of a Third Party (BankMobile Disbursements/BMTX) to handle all refunds electronically. As a student, I agree to complete the steps required for any refunds to be directed to a BankMobile checking account or an existing bank account.

To complete the registration of my refund option, COM will provide my directory information (i.e., Name, Student ID Number, Mailing Address and Date of Birth) to the Third Party for completion of a student profile in order for me to activate and choose my refund preference. Further information is located at <https://www.com.edu/financial-aid/refunds/index.html>.

BILLING ERRORS:

I am responsible for viewing and paying my student account bill by the scheduled due date. I further understand that failure to review my bill does not constitute a valid reason for not paying my bill on time. 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 COM.

IRS FORM 1098-T

I understand and agree to provide COM with social security number (SSN) or taxpayer identification number (TIN) as required by the IRS for Form 1098-T reporting purposes. If I fail to provide my social security number (SSN) or taxpayer identification number (TIN) to COM, I understand that I may be subject to IRS fines and agree to pay any and all IRS fines resulting from my failure to provide my SSN or TIN. I consent to receive my annual IRS Form 1098-T electronically from COM. I understand that I can contact the business office after the release date of January 31 of each calendar year to request that a paper copy be mailed to the address I have on file with College of the Mainland. I understand that COM will not email IRS Form 1098-T and that I can only receive a paper copy via in-person pick up at the cashier's office or by requesting a mailed copy to the address on file.

COMMUNICATION:

I understand and agree that COM uses the school issued email address as an official method of communication with me and, therefore, I am responsible for reading the emails I receive from COM.

I authorize COM 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) to receive general information from COM or to inform me of my due and/or delinquent account, or any other debt I owe to COM. I also authorize COM 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.

I understand and agree that I am responsible for keeping COM records up to date with my current physical address, email address, and phone numbers. Upon leaving COM, it is my responsibility to provide COM with updated contact information for the purposes of continued communication regarding any amounts that remain due and owing to COM.

PRIVACY RIGHTS AND RESPONSIBILITIES:

I understand that College of the Mainland is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits College of the Mainland from releasing any information from my education record without my written permission. Therefore, I understand that if I want College of the Mainland to share information from my education record with someone else, I must provide permission by following the procedure outlined at <https://www.com.edu/admissions/academic-records.html>. I further understand that I may revoke my permission at any time as instructed in the same procedure.

I further understand and agree that:

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

I understand and agree that any disputes arising out of my registration and/or relating to the terms and conditions of this agreement with COM shall be settled through mediation or arbitration.

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

COM's annual security report is available for review at <https://www.com.edu/campus-police/annual-security-report.html>. This report includes an overview of how the COM Police Department is structured, the types of activities in which it becomes involved and a statistical accounting of COM campus crimes.

College of the Mainland (COM) is committed to providing its students a drug and alcohol free workplace and learning environment to promote the reputation of COM as responsible citizens of public trust, and to provide a consistent model of substance-free behavior for students. COM prohibits the unlawful possession, use, manufacture, or distribution of unauthorized drugs and alcohol in the workplace, on the campuses, or at any COM activities. COM, including all of its colleges and campuses, shall provide a safe, responsive environment for all students. Information can be found online at <https://www.com.edu/campus-police/police-policies.html>.

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