



## University of Wisconsin - Whitewater Terms and Conditions for Enrollment / Credit Agreement

### I. GENERAL ENROLLMENT REQUIREMENTS:

- A. Payment of Educational Expenses: In order to enroll as a student at the University of Wisconsin-Whitewater (UWW) and register for classes at UWW, I understand that I am responsible for payment in full of all educational expenses, including applicable tuition, fees, housing costs, meal plan costs, and other miscellaneous charges incurred in connection with my registration and attendance at UWW. Such payment must be received in full by the established due dates set by UWW for each term. (To see such due dates, please visit <http://www.uww.edu/adminaffairs/finance/sfs/>). In order to complete my enrollment and registration at UWW, I am required to enter into this agreement for the purpose of clarifying the UWW requirements in regard to payment for UWW educational services, online account services and other related terms and conditions which relate to my receipt of educational services from UWW. I understand that if I am eligible for the payment plan option below, UWW shall have the right to automatically initiate the payment plan option described below in accordance with these terms and conditions.
- B. Access to WINS Account: UWW will provide me with access to an on-line WINS account. Through my WINS account, I will be able to register for classes, access my grades and class schedule, view billing information and amounts owed to UWW, the due dates for such amounts, and the status of any financial aid I may be entitled to receive.
- C. Payment Plan: Although all eligible educational expenses are payable on the relevant Term Due Date indicated for such amounts in WINS, UWW recognizes that students, including myself, may not make such payments in full on the relevant Term Due Dates for each term. At its discretion and if certain requirements are met, UWW would like to extend credit to me to allow me to pay certain past due amounts pursuant to a payment plan detailed below (the **Payment Plan**). Tuition, segregated fees, housing and meal plan costs are eligible for placement on the Payment Plan.

The Payment Plan will allow me to make payments in two installments later in the term. An Activation Fee of 1.25% per month on the amount owed for eligible charges will be assessed when the two-month Payment Plan is activated. Finance charges will not be assessed on any

amounts placed on the Payment Plan unless and until any such installment payment becomes past due. In order to avoid a material breach of this agreement, all outstanding amounts due and owed must be paid by the due dates indicated on the student account. Failure to make all payments shall result in the UWW initiating collection action as described herein.

In the event that I am unable to pay the entire balance of tuition, segregated fees, housing and meal plans by the Term Due Date for any fall or spring term, I hereby voluntarily authorize UWW to initiate the terms of this Agreement and the Payment Plan which shall control all incurred charges, fees, and payments. The consequences of failure to pay amounts owed by the relevant due dates are outlined in the provisions below.

- D. Withdrawal Requirement: Should I choose not to remain enrolled in some classes, or at UWW, I understand I have an obligation to complete the drop process for classes for which I have registered, or I may be charged for them (may not be eligible for a complete reversal of the charges). If dropping all classes for the term, I will complete the withdrawal process as found on the UWW Registrar's website (<http://www.uww.edu/registrar/>).

## II. TERMS AND CONDITIONS OF AGREEMENT:

By checking the "I accept the Terms & Conditions" option below and in consideration for the educational services provided to me by UWW, I hereby voluntarily acknowledge, agree and consent to the terms and conditions as follows:

- A. Amounts Owed: I agree to pay:

(i) The amount of any and all segregated (seg) fees, tuition, housing, meal plan, and any other charges related to UWW's provision of services to me, assessed by UWW and charged to my WINS account. Such miscellaneous charges may include but not be limited to: administrative, application, athletic team, bad check, child care, collection, copy, damage, deposit forfeit, equipment, finance charge, graduation, health services, insurance, international, library, locker rental, new student, parking, registration, student association, study abroad/away, textbook, transfer student, weight room and withdrawal fees, costs and fines.

(ii) Finance charges at a rate of 15% per year (1.25% per month) on any unpaid amounts from the due date of each such amount (as indicated in WINS), until such principal amount shall be paid in full; provided, however, that a finance charge will not be assessed for any amounts placed on the Payment Plan unless and until any such installment payment becomes past due.

(iii) Any other late charges and collection costs that may become due as provided in this agreement, including but not limited to percentage-based fees not to exceed 33 1/3% and legal fees.

(iv) In the event of default of any of the terms of this agreement, I hereby give to the UW-Whitewater Chancellor, or his/her designee, Power of Attorney to apply all non-Title IV monies due me from UW-Whitewater to any delinquent portion of this note until the principal fees, finance

charges and costs are paid in full. I understand that the principal amount is calculated based on my class load and tuition refund schedule each semester at UW-Whitewater. All outstanding tuition account balances are considered qualified educational loans under I.R.C. 221 and are extended with the express understanding that future repayment shall be made to the University. I further understand that my acceptance of these terms represents my acknowledgement and acceptance of my tuition account balance qualifying as a qualified education loan under I.R.C. 221, and as such, its exemption from discharge under the federal bankruptcy code, 11 U.S.C. 523 (a)(8).

B. Extension of Credit/Payment Plan: By executing this Agreement and in consideration of the educational services received through the extension of credit provided by the University to my student account, I hereby acknowledge and agree that if I fail to pay all eligible charges for the fall or spring term on or before the term due date, the UWW may initiate the Payment Plan to which I will be responsible for fulfilling, as detailed below:

**(i) Payment Plans are only available for the fall and spring terms and only costs incurred for tuition, segregated fees, housing and meal plans for each term may be placed on the Payment Plan;**

(ii) To qualify for the Payment Plan for a given term, I must make a minimum payment towards that term's outstanding charges no later than the relevant Term Due Date. The enrollment deposit paid by Undergraduate students is considered to be this payment;

(iii) At its discretion, UWW may place me on the Payment Plan after the Term Due Date for the relevant term;

(iv) A non-refundable activation fee of 1.25% per month on eligible unpaid charges will be added to my account when I am placed on the two-month Payment Plan and such fee is due no later than the first installment due date (see below);

(v) The Payment Plan for any given term consists of two required installment payments. The first installment payment is due on the date indicated in WINS for such payment; typically 28 days after the Term Due Date. The second installment is due on the date indicated in WINS for such payment; typically 28 days after the first installment due date;

(vi) 50% of the total balance subject to the Payment Plan will be due on each installment due date, plus the activation fee which is due no later than the first installment due date. At its discretion, UWW may allocate any adjusted amounts to one or both installment due dates;

(vii) Any amounts due and unpaid by any installment due date will accrue finance charges as indicated in this section from such date (amounts placed on the installment plan will not accrue finance charges unless and until an installment payment is missed); and

(viii) UWW has the right to deny participation in any Payment Plan for any term without further notice to me.

- C. WINS & Published Fees: I agree to use my WINS account to obtain the most accurate and current information regarding any amounts owed and due dates, to check that account before each due date, and to read the on-line published fee information located at the Student Account's website (<http://www.uww.edu/adminaffairs/sfs/>) each term for additional date and payment information.
- D. Late Enrollment and Changes to Classes or Services: I understand that all tuition, fees, housing and meal charges are due on the term due date even if I have not received a bill for them. In the event that I enroll in the term after the first billing has been sent out, or make adjustments to my class schedule, housing, or meal plan options, I will check my WINS account for the current balance due at the term due date.
- E. Course Cancellation & Registration Hold: I understand that my failure to pay any amounts assessed by UWW when due may result in my registration for courses being cancelled without further advance notice and that registration and enrollment for future terms may not be permitted unless my account balance is current.
- F. Restriction of Records: I understand and agree that UWW will restrict the use of my records to prevent my registration and withhold my transcripts in the event I fail to comply with the payment obligations of this agreement.
- G. Financial Aid: I understand and agree that financial aid awarded to me will be credited to my student account following applicable aid regulations. (See Financial Aid website for applicable regulations). If I do not receive my financial aid award in my WINS account by the term due date, I understand that I will be responsible for making the necessary payment or will incur late fees and/or payment plan fees as stated herein, unless such delay of the financial aid award is caused by the University's actions. Title IV financial aid cannot be used to pay for any incurred late fees or payment plan fees.
- Changes in my credits used for determining aid eligibility may cause the eligibility to be re-calculated and aid to be deducted from my account. I may have to repay aid previously disbursed to me.
- H. Default: I understand and agree that if I fail to make any payment when due, UWW may declare the entire balance of any amounts owed (including principal and finance charges) to be due and payable within 30 days after giving me notice of such default.
- I. Changes To Terms: UWW has the right to unilaterally make changes affecting the terms of my account, including finance charges to be imposed, by having me sign an agreement with the updated terms, or by mailing to me at my last known address notice of any such changes prior to their effective date.
- J. Prepayment: I may pay the remaining balance on my account or more than the minimum payment at any time to avoid or reduce future finance charges.

- K. Term of Agreement: This agreement is effective as of the date agreed and will continue to be in effect until a new agreement is signed.
- L. Changes To Contact Information: I agree to inform the university of any change in my name, address, telephone number, or social security number in a timely manner.
- M. Waiver of Notices: I hereby expressly and severally waive by myself as the debtor, demand of payment, presentment for payment, notice of dishonor, notice of non-payment, and all other notices except those required by law. Any payment made toward satisfying my debt, by myself or another, shall not waive or limit any outstanding amount of debt that remains due and owing to the University.
- N. Release of Information: I am hereby being given notice and give my consent, as may be required by law, (i) to allow UWW at its option, to report favorable and unfavorable credit information pertaining to myself (i.e. credit ratings, etc) to credit bureaus and other non-campus third parties and (ii) in the conduct of its credit granting and collection activities, to release my social security number to these non-campus third parties.
- O. Collection Costs & Late Fees: In the event I fail to timely comply with the payment obligations detailed in this agreement, I agree to pay all costs of collection incurred by UWW including but not limited to collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees, reasonable attorney fees and recording fees and to pay any finance charges assessed by UWW. I also understand that UWW may certify my past due balance to the Wisconsin Department of Revenue and make a claim for the total due against refunds, overpayments, lottery payments, or other assets available to the Department in its collection efforts. I hereby authorize UW-Whitewater and/or its agents, including attorneys and/or collection agencies, to contact me via cellular telephone and/or all forms of electronic technology, including text messaging and email, to collect such outstanding debt, unless I notify such party in writing to cease such communication.
- P. Important Note: Any holder of this contract is subject to all the claims and defenses, which the debtor could assert against the Board of Regents of the University of Wisconsin System, or obtained pursuant hereto. Any recovery by the debtor involving this agreement shall not in any event exceed the amounts paid by the debtor hereunder.
- Q. Marital Property Act: If I am married, I agree that any credit obligations incurred in connection with the Agreement will be incurred in the interest of my marriage or family. Further, I understand that no provision of a marital property agreement, a unilateral statement under Wisconsin Statute §766.59, or a court decree under Wisconsin Statute §766.70 adversely affects the interest of UWW as a creditor unless UWW, prior to the time credit is granted, is furnished with a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to UWW is incurred. I understand that if I wish to have a marital property agreement, unilateral statement or court decree considered in connection with the extension of credit under this Agreement, that I will submit a copy of it to the Student Accounts Office.

In order to comply with the provisions of the Wisconsin Marital Property Act, I understand that it is necessary for me to provide the information requested so that notice of the extension of credit can be provided to my spouse in the event that I am married.

**III. CONSENT TO AGREEMENT/ELECTRONIC SIGNATURE:**

By checking "I accept the Terms & Conditions" below, I hereby confirm that I have read the "electronic signature" terms and conditions, I am voluntarily entering into this electronic "Term and Conditions for Enrollment/Credit Agreement" and I agree to the terms and conditions stated herein above. I hereby consent to the use of this electronic format and my electronic signature (by checking "I accept the Terms & Conditions" below) to enter into this agreement with UWW and understand the legal enforcement and consequences thereof. I also hereby confirm that I have read and understand the terms of this Agreement.

**IV. MARITAL PROPERTY INFORMATION:**

I understand that if I am married, credit will not be extended to me under this Agreement unless I complete the Marital Property information.

Marital Status: (check one)

Non Wisconsin Resident

Unmarried

Married

Legally Separated / Date of Decree \_\_\_\_\_

If Married:

Spouse's Name: \_\_\_\_\_

Spouse's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent if student is under age 18

\_\_\_\_\_  
Date