



**UNIVERSITY OF WISCONSIN COLLEGES
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 Colleges (UWC) and register for classes at UWC, I understand that I am responsible for payment in full of all educational expenses charged to my student account, including applicable tuition, fees, housing costs, meal plan costs, and any and all other miscellaneous charges incurred in connection with my registration and attendance at UWC, including: 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. Such payment must be received in full by the established due dates set by UWC for each term. (To see such due dates, please visit <http://uwc.edu/money-matters/business-office/due-dates>).

In order to complete my enrollment and registration at UWC, I am required to enter into this agreement for the purpose of clarifying the UWC requirements in regard to payment for UWC educational services, online account services and other related terms and conditions which relates to my receipt of educational services from UWC. I understand that if I am eligible for the payment plan option below, UWC shall have the right to automatically initiate the payment plan option described below in accordance with these terms and conditions.

In the event of default of any of the terms of this agreement, I hereby give to the UWC Controller, or his/her designee, Power of Attorney to apply all monies due me from UWC to any delinquent portion of this note until the principal fees, interest and costs are paid in full. I agree that UWC may repay my account balance from any Title IV funds due me. I understand that the principal amount is calculated based on my class load and tuition refund schedule each semester at UWC. 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. **Access to PRISM Account:** UWC will provide me with the access to an on-line PRISM account. Through my PRISM account, I will be able to register for classes, access my grades and class schedule, view billing information and amounts owed to UWC, 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 education expenses are payable on the relevant Term Due Date indicated for such amounts in PRISM, UWC 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, UWC 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, special course fees, and textbooks are eligible for placement on the Payment Plan. I will need to make an initial payment of \$200 by the Term Due Date for the term to be activated on the Payment Plan. The Payment Plan will allow me to make payments in two installments later in the term for my remaining balance. Interest, late fees, or other finance charges will not be assessed on any amounts placed on the Payment Plan unless and until any such installment payment becomes past due.

I am being asked to sign this Agreement now so that, in the event that I am unable to pay the entire balance of tuition, segregated fees, textbooks, etc., by the Term Due Date for Fall and Spring term, UWC will place any eligible amounts on the Payment Plan if there is at least a minimum \$200 payment made on my account by the Term Due Date.

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 UWC, 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 UWC Registrar website (<http://uwc.edu/academics/registration/withdrawal>)

II. **TERMS AND CONDITIONS OF AGREEMENT:**

By checking the "I accept the Terms & Conditions" option below, I hereby acknowledge, agree and consent to the following terms and conditions as follows:

- a. **Amounts Owed:** I agree to pay:
- i. The amount of any and all tuition, fees, fines, and costs chargeable to my student account under this agreement, and any other charges related to UWC provision of services to me, assessed by UWC and charged to my PRISM account.
 - ii. Late payment fee of \$100 if I do not pay my balance in full by the Term Due Date or did not pay \$200 by the Term Due Date to allow me to be put on the Payment Plan or do not have enough Financial Aid to cover my balance by the Term Due Date for Fall and Spring terms.
 - iii. Late payment fee of \$50 per session if I do not pay my balance in full or have enough Financial Aid to cover my balance by the Term Due Date for Winterim and Summer terms.
 - iv. Late installment fee of \$35 (for each late installment) if I am put on the Payment Plan but do not pay the installments on time.
 - v. Any other late charges and collection fees and costs that may become due as provided in this agreement, including, but not limited to percentage-based fees not to exceed 33% and legal fees.
- b. **Extension of Credit/Payment Plan:** In consideration of the extension of credit to me, from time to time, by the Board of Regents of the University of Wisconsin System, on behalf of UWC, I hereby acknowledge and agree that the UWC, at its sole discretion and authority, may initiate the Payment Plan to which I will be responsible for fulfilling in regard to payment of certain eligible educational expenses by the Term Due Date for the applicable term, as detailed below:
- i. Payment Plans are only available for the fall and spring terms and only costs incurred for tuition, segregated fees, special course fees and text rental 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 of \$200 towards outstanding charges for that term no later than the relevant Term Due Date.

- iii. At its discretion, UWC may place me on the Payment Plan after the Term Due Date for the relevant term;
 - iv. The Payment Plan for any given term consists of two required installment payments. The first installment payment is due on the date indicated in PRISM for such payment; typically 21-28 days after the Term Due Date. The second installment is due on the date indicated in PRISM for such payment; typically 28 days after the first installment due date;
 - v. 50% of the total balance subject to the Payment Plan will be due on each installment due date.
 - vi. Any amounts due and unpaid by any installment due date will result in a late installment fee of \$35.
 - vii. UWC has the right to deny participation in any Payment Plan for any term without further notice to me.
- c. **PRISM & Published Fees:** I agree to use my PRISM 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 (<http://uwc.edu/money-matters/business-office>) each term for additional date and payment information.
- d. **Late Enrollment and Changes to Classes or Services:** I understand that all tuition and fees 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, I will check my PRISM 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 UWC 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 UWC 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 to pay fees and costs under this agreement, and excess funds after all charges are paid will be refunded to me. Federal student financial aid can only cover "current" academic year institutional charges as defined by the U.S. Department of Education and I consent to use my current year's excess funds to pay any outstanding charges, costs, or fees associated with my student account that fall within the same academic year without regard to a maximum limit. I consent to use current academic year's financial aid up to a maximum of \$200.00 to pay "prior year" charges per US Department of Education if I have outstanding charges, costs or fees associated with my student account. Any delays in obtaining financial aid will not exempt me from making payments when due on my account. Changes in my credits used for determining aid eligibility may cause the eligibility to be recalculated and aid to be deducted from my account. I may have to repay aid previously disbursed to me. I hereby understand, agree and consent to my student account being charged for any aid overpayment.
- h. **Default:** I understand and agree that if I fail to make any payment when due, UWC may declare the entire balance of any amounts owed to be due and payable within 30 days after giving me notice of such default.
- i. **Changes to Terms:** UWC 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. I understand that this could affect where my tax documents, refund checks or other important documents are sent.
- m. **Waiver of Notices, etc.:** 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 other notices except those required by law, and I further agree that this agreement is controlled by the holding of *Board of Regents of the University of Wisconsin System vs. Mussallem*, 94 Wis. 2d 657,289 N.W. 2d 8-01 (1980), and that UWC may, without notice to myself as the debtor, and without affecting the liability of myself as the debtor, renew and/or extend this agreement, accept partial payment thereon, or settle or compromise the amount due or owing.
- n. **Release of Information:** I am hereby being given notice and give my consent, as may be required by law, (i) to allow UWC 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. **Late Fees:** In the event that I fail to pay my balance in full by the Term Due Date or do not have enough Financial Aid or have not deposited \$200 towards a Pay Plan, I will be charged a late fee of \$100 for the Fall and Spring terms. A late fee of \$50 per session will be charged if I fail to pay in full by the Term Due Date for Winterim and Summer terms.
- p. **Withdrawal Fee:** Should I choose to withdraw from UWC a \$50 withdrawal fee will be charged to my account if the withdrawal date falls between the first day of class through the end of the 100% refund period for all terms.
- q. **Collection Costs:** 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 UWC 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 UWC. I also understand that UWC 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 UWC 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.

- r. **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 UWC as a creditor unless UWC, 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 UWC 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 campus Business Office.

In order to comply with the provision 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:

I hereby confirm that I have read and understand the terms and conditions of this Agreement, I am voluntarily entering into this "Term and Conditions for Enrollment/Credit Agreement" and I agree to the terms and conditions stated herein above. I hereby consent to enter into this agreement with UWC and understand the legal enforcement and consequences thereof. I hereby consent that I am at least 18 years of age and can legally enter into such Agreement.

Signature: _____
Printed Name: _____
Date: _____

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 Name: _____
Spouse Address: _____
