University Student Housing Financial Responsibility Agreement

This agreement is a statement of the terms and conditions of the University Student Housing Financial Responsibility Agreement, as well as a statement of your rights and responsibilities. We recommend that you keep this agreement for your own reference. In the agreement, the words "we," "our," "us," "Texas Tech" and "University" refer to Texas Tech University, Texas Tech University Health Sciences Center or Texas Tech University Health Sciences Center at El Paso. The words "you," "your" and "student" refer to you, the student. The word "agreement" refers to this Agreement and Disclosure Statement.

Applicability - The University will process all of your student-related financial transactions through your account. The terms of this agreement apply to all purchases, charges, fees, fines, tuition and loans made or obtained by you, made or obtained by someone else with your permission or on your behalf, or assessed to you, by, from, or with respect to the University (collectively referred to as "Charges"), including, but not limited to:

a) Tuition, Mandatory fees and Incidental fees;  
  b) Student Housing or Hospitality charges;  
  c) Medical/hospitalization insurance;  
  d) Student Health Center Charges;  
  e) Telecommunications or IT Charges;  
  f) Library fines;  
  g) Traffic and parking charges and fines;  
  h) Student carry-forward and book loans;  
  i) Institutional loans;  
  j) Other Incidental Charges

Promise to Pay - You promise to pay the total amount of all Charges billed to your account, as well as all late fees, service charges, installment option fees, and interest allowed by law. If a collection action is initiated with respect to your account, you agree to reimburse us for the fees charged by a collection agency, which may be based on a percentage (at a maximum of 30%) of the debt, and all costs and expenses, including reasonable attorney fees, we incur in such collection efforts in accordance with Texas Government Code Sec. 2107.003. Your account is not a secured credit account. The delinquency may be reported to the State of Texas and a hold may be activated thus preventing you from receiving any funds payable to you from any state agency.

Student Age – 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 Texas Tech University, Texas Tech University Health Sciences Center, and/or Texas Tech University Health Sciences Center at El Paso are a necessity, and I am contractually obligated pursuant to the “doctrine of necessaries.”

Installment Payment Plans - IF YOU ENTER INTO AN INSTALLMENT OPTION PAYMENT PLAN AND YOU FAIL TO MAKE FULL PAYMENT OF TUITION AND MANDATORY FEES, INCLUDING ANY INCIDENTAL FEES, BY THE DUE DATE, YOU MAY BE PROHIBITED FROM REGISTERING FOR CLASSES UNTIL FULL PAYMENT IS MADE. IF YOU FAIL TO MAKE FULL PAYMENT PRIOR TO THE END OF THE SEMESTER OR TERM, YOU MAY BE DENIED CREDIT FOR THE WORK DONE THAT SEMESTER OR TERM.

PAYMENTS THAT ARE RETURNED AS A RESULT OF INSUFFICIENT FUNDS OR DUE TO A STOP PAYMENT DO NOT CONSTITUTE FULL PAYMENT.

Withdrawals – PLEASE CONTACT THE REGISTRAR’S OFFICE IMMEDIATELY IF YOU INTEND TO WITHDRAW FROM THE UNIVERSITY. Failure to follow the official university drop and withdrawal policies may result in you remaining financially responsible for all of your registered classes. Additionally, you must abide by and follow all contract terms related to cancellation of non-academic services such as housing, dining and parking if you no longer plan to utilize those services.

Notices - You agree to keep us informed of any change in your address. If we mail you a letter, notice, or statement to the last permanent address you have given us, you agree that you will be bound by the information contained in that mailing. All notices or letters sent to us must be sent to:

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<tr>
<th><a href="mailto:sbs@ttu.edu">sbs@ttu.edu</a></th>
<th><a href="mailto:sbs@ttuhsc.edu">sbs@ttuhsc.edu</a></th>
<th><a href="mailto:sbselp@ttuhsc.edu">sbselp@ttuhsc.edu</a></th>
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<td>Texas Tech University</td>
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<td>Health Sciences Center</td>
<td>Health Sciences Center at El Paso</td>
<td>Health Sciences Center</td>
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<td>Student Business Services</td>
<td>Student Business Services</td>
<td>Student Business Services</td>
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<tr>
<td>Box 1099</td>
<td>P. O. Box 5888</td>
<td>5001 El Paso Drive</td>
</tr>
<tr>
<td>Lubbock, TX 79409-1099</td>
<td>Lubbock, TX 79408</td>
<td>El Paso, TX 79905</td>
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Maintenance of contact information listed on your account is your responsibility. The permanent, local and billing addresses and phone numbers (home, cell, and work) on your account may be changed through your MyTech account at http://portal.texastech.edu. By providing such information, you authorize the University or its contracted agents to send correspondence or to contact you via the use of e-mail and telephone (using auto dialer or manual communication) and to contact you using any other information you have supplied to the University.
Release of Information – The University is bound by FERPA regulations, which prohibit our representatives from discussing student information with other parties unless proper authorization is on file. If a student wishes to share his/her financial account information with parents, guardians or other interested parties, the student must complete and return the FERPA Waiver form with appropriate authorization to the Office of the Registrar. This form is available at: http://www.depts.ttu.edu/registrar/FERPA/FERPAWaiverForm.pdf. You are personally liable for Charges to your student account authorized on your behalf by other persons designated by you as “Authorized Users per Federal FERPA Law”. The FERPA Waiver form information enables the University to more quickly comply with student and parent requests without jeopardizing the integrity of the account. By completing this form, you provide consent to the University to disclose to parties listed, all information relating to your University account. You may revoke this consent at any time by notifying the Registrar’s Office in writing.

Returned Payments - If a payment is made on your account and the payment is returned to the University as a result of insufficient funds or otherwise, you agree to pay us the return payment fee in addition to the original amount. Registered classes secured by a returned payment are subject to cancellation.

Account Limit and Collections - You agree not to incur Charges in excess of the amount specifically authorized by the University. The University reserves the right to refuse to allow further Charges to be placed on your account, for any reason, at any time. You consent to the University or its contracted agents, at our option, to report favorable and/or unfavorable credit information regarding your account to credit bureaus and other appropriate organizations. Delinquent accounts will be payable to the University until paid in full, or until the debt has been turned over to a collections agency or other legal authority for collections. Delinquent accounts that have been turned over to a collection agency or other legal authority must be paid directly to that entity. The University will not accept payments on their behalf. If your account is delinquent, your academic record will be placed on hold and the University may restrict access to your grades and/or transcript. Registration for future classes may not be processed and further Charges to your account may not be allowed until the account is paid in full. You agree to reimburse us for the fees of any collection agency, which may be based on a percentage (at a maximum of 30%) of the debt, and all costs and expenses, including reasonable attorney fees, we incur in such collection efforts in accordance with Texas Government Code Sec. 2107.003. The delinquency may be reported to the State of Texas and a hold may be activated thus preventing you from receiving any funds payable to you from any state agency.

The enrollment action constitutes a financial obligation between you and the University and all proceeds of this agreement will be used for educational purposes and constitute an educational loan pursuant to 11 U.S.C. § 523(a) (8).

You authorize the school, the department, and their respective agents and contractors to contact you regarding your loan, student account or any balanced owed to the University including repayment of your loan and student account, at the current or any future number for your cellular phone or other wireless device, either provided or acquired, in any manner chosen by the University, including using automated telephone dialing equipment or artificial or pre-recorded voice or text messages.

Miscellaneous – This agreement is delivered in the State of Texas and governed by Texas law.