By registering for courses at the University of Arkansas at Monticello, I accept responsibility for payment by the due date of all university charges assessed to my student account, including tuition and fees. I fully accept this debt as my personal financial responsibility. I acknowledge that non-attendance does not relieve me of the financial responsibility for the courses in which I am enrolled and, that I may access my bill online to remain abreast of any outstanding balances or other financial obligations I must adhere to university procedures for dropping or withdrawing from courses. I both understand and agree that, should I fail to make the required full payment, sign up for a payment plan or receive financial aid to meet the balance by the established deadline, I may be restricted from registering for additional courses this semester or for future semesters and my transcripts and diplomas will be placed on hold.

I understand that the university sends email notifications to communicate important updates and that I am responsible for reading the emails I receive from the University of Arkansas at Monticello on a timely basis. I hereby authorize the University of Arkansas at Monticello and/or its agents, including attorneys and/or collection agencies, to contact me via cellular telephone, and/or all forms of electronic technology (including, but not limited to, text messaging, e-mail and other technologies now existing or developed in the future) through current or future information obtained. I authorize the University of Arkansas at Monticello 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. Furthermore, I understand that I may withdraw my consent to call my cellular phone by submitting my request in writing to the University of Arkansas at Monticello Cashier's Office or in writing to the applicable contractor or agent contacting me on behalf of the University of Arkansas at Monticello.

I further understand that my acceptance of this agreement represents my covenant and acceptance of my tuition account balance qualifying as a qualified education loan under I.R.C. 221 or 26 U.S.C §221, and as such, its exemption from discharge under the federal bankruptcy code, 11 U.S.C 523(a) (8). In the event I should seek to discharge any unpaid portion of my debt identified in this Agreement, then this Agreement shall serve as conclusive proof that I am indebted to the University, and I hereby appoint and authorize the University to act as my attorney-in-fact to dismiss any action I may file seeking to discharge my debt and/or obligations under this Agreement. As such, I further expressly consent to the immediate entry of an order of dismissal of any action I may file at any time seeking to discharge my debt and/or obligations under this Agreement.

I understand that, under the authority of Act 372 of 1983 (Ark. Code Ann. § 26-36-301 et seq.) and Act 987 of 1985 (Ark. Code Ann. §26-36-309), the University of Arkansas at Monticello is required to certify the amount of my unpaid University debt to the Revenue Division of the Arkansas Department of Finance and Administration for application of any future income tax refunds. Any Arkansas State Income Tax refunds will be sent to the University of Arkansas at Monticello and will be applied to my debt.

In addition, I understand that if I meet the eligibility requirements to receive a 1098-T tax form, I am required to furnish the University with a valid ITIN/SSN per section 6109 of the IRS code. I recognize that if I do not currently have an ITIN/SSN on file with the University, this serves as a request to provide such and will contact the Cashier's Office to provide the information. I also understand that if I am required to provide a valid ITIN/SSN and do not do so, I may be subject to an IRS penalty of \$50.

If there is a dispute or problem with this Agreement then the University will follow the law of the State of Arkansas, and this Agreement is governed by the laws of the State of Arkansas without regard to its choice of law provisions. In the event that any provision of this Agreement is deemed illegal, unenforceable or contrary to law, all remaining provisions shall remain valid and binding.

## **Printed Name**

Term

Signature