

# Molloy University

## Student Financial Services – Office of the Bursar

### Registration Agreement

#### PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Molloy University or receive any service from Molloy University 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 that my registration and acceptance of these terms 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 Molloy University 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 by the published or assigned due date.)

I understand and agree that if I drop or withdraw from some or all of the classes for which I register, I will be responsible for paying all or a portion of tuition and fees in accordance with the published tuition refund schedule at Molloy University found here <https://www.molloy.edu/admissions-aid/bursar/tuition-policies-and-procedures>.

I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

#### DELINQUENT ACCOUNT/COLLECTION

**Financial Hold:** I understand and agree that if I fail to pay my student account bill or any monies due and owing Molloy University by the scheduled due date, Molloy University will place a financial hold on my student account, preventing me from registering for future classes, requesting transcripts, or receiving my diploma.

**Collection Agency Fees:** I understand and accept that if I fail to pay my student account bill or any monies due and owing Molloy University by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, Molloy University may refer my delinquent account to a collection agency. I further understand that if Molloy University refers my student account balance to a third party for collection, I will be responsible for any costs associated with attempting to collect the monies due and owing. I understand a collection fee will be assessed and will be due in full at the time of the referral to the third party but may be collected in installments in accordance with the third party's agreement with Molloy University. The collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 33.3 percent of the amount outstanding. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for any costs associated with the lawsuit such as court costs or other applicable costs. Finally, I

understand that my delinquent account may be reported to one or more of the national credit bureaus.

## COMMUNICATION

**Method of Communication:** I understand and agree that Molloy University uses e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from Molloy University on a timely basis.

**Contact:** I authorize Molloy University 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) regarding my delinquent student account(s)/loan(s), any other debt I owe to Molloy University, or to receive general information from Molloy University. I authorize Molloy University 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 telephone using automated telephone dialing equipment by submitting my request in writing to Office of the Bursar ([officeofthebursar@molloy.edu](mailto:officeofthebursar@molloy.edu)) or in writing to the applicable contractor or agent contacting me on behalf of Molloy University.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Molloy University records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at <https://lionsden.molloy.edu/ics>. The linked procedure is incorporated herein by reference. Upon leaving Molloy University for any reason, it is my responsibility to provide Molloy University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Molloy University.

## FINANCIAL AID

I understand that aid described as “estimated” on my Financial Aid Award does not represent actual or guaranteed payment 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 financial aid I receive to pay any and all charges assessed to my account at Molloy University such as tuition, fees, campus housing and meal plans, student health insurance, parking permits, service fees, fines, bookstore charges, or any other amount, in accordance with the terms of the aid.

**Federal Aid:** I understand that any federal Title IV financial aid that I receive, except for Federal Work Study wages, will first be applied to any outstanding balance on my account for tuition, fees, room and board. Title IV financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, Parent Plus Loan and the Teacher Education Assistance for University and Higher Education (TEACH) Grant programs. I authorize Molloy University to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees and fines, and any other education related charges. I further understand that this authorization will remain in effect until I rescind it or the end of current academic year and that I may withdraw it at any time by following the instructions in the Financial Aid Term and conditions at <https://www.molloy.edu/admissions-aid/financial-aid/printable-forms>.

**Prizes, Awards, Scholarships, Grants:** I understand that all prizes, awards, scholarships and grants awarded to me by Molloy University will be credited to my student account and applied toward any outstanding balance. 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, must be reversed and returned to the aid source.

## **METHOD OF BILLING**

I understand that Molloy University uses electronic billing (e-bill) as its preferred billing method, but that my bill will also be mailed to me twice a year. I am responsible for viewing and paying my student account e-bill or for remitting payment by mail by the scheduled due date. I further understand that failure to review my e-bill or mail does not constitute a valid reason for not paying my bill on time. E-bill information is available at <https://lionsden.molloy.edu/ics/> ; My Finances tab; go to Cashnet

## **BILLING ERRORS**

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 Molloy University.

## **RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS**

If a payment made to my student account is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$25. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Molloy University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Molloy University.

## **WITHDRAWAL**

If I decide to completely withdraw from Molloy University, I will follow the “Separation from University” instructions found under the “My Academics” tab available at <https://lionsden.molloy.edu/ics/> which I understand and agree are incorporated herein by reference.

## PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Molloy University is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits Molloy University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Molloy University to share information from my education record with someone else, I must provide written permission by following the procedure outlined in the Molloy FERPA Statement found at <https://lionsden.molloy.edu/ics/>. I further understand that I may revoke my permission at any time as instructed in the same procedure.

## IRS FORM 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Molloy University upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to Molloy University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from Molloy University. I understand that if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand that I can withdraw this consent or request a paper copy by following the instructions at <https://www.molloy.edu/admissions-aid/bursar/>.

## 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 Molloy University are a necessity, and I am contractually obligated pursuant to the “doctrine of necessities.”

## PHOTO RELEASE AND CONSENT

I hereby authorize Molloy University and those acting pursuant to its authority, to take, edit, alter, copy, exhibit, publish, distribute, and make use of any and all pictures or video taken of me, and/or my testimonial(s) for promotional purposes, including but not limited to Molloy University publications, advertising, flyers, posters, brochures, newsletters, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites, and any other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised.

I hold harmless and release Molloy University and those acting pursuant to its authority from all liability, petitions, and causes of action which I, my heirs, representatives, executors, administrators, or any other person may make while acting on my behalf or on behalf of my estate in connection with such use. I understand that all such recordings, in whatever medium, shall remain the property of Molloy University and I waive any rights, claims or interests I may have to control the use of my identity or likeness in such photographs, video, audio, digital, electronic, or other recording medium.

This release and consent shall continue indefinitely unless I otherwise revoke said authorization in writing. I understand that if I want to revoke this authorization I must still complete this agreement so I am able to register. After completing the agreement I will contact Meta Miller, Creative Services Coordinator, at [mmiller2@molloy.edu](mailto:mmiller2@molloy.edu) to withdraw my consent.

## **FORCE MAJEURE**

I understand that the duties and obligations of Molloy University to provide academic instruction and related services may be suspended or, at Molloy University's discretion, modified to substitute a reasonable alternative for delivering academic instruction and other services immediately without notice during all periods that Molloy University's campus(es) are closed due to circumstances beyond Molloy University's control, including, but not limited to, compliance with any law, decree, or order of any federal, state, or local governmental agency or authority, including travel restrictions, quarantines, or related governmental acts, any omission or delays in acting by any governmental authority, riots, war, public disturbances, strikes, lockouts, labor disputes, fires, floods, extreme weather events, Acts of God, pandemic, epidemic, or any other circumstances beyond the Molloy University's control which make it impossible, illegal, or impractical for Molloy University to provide such academic instruction and related services (a "Force Majeure Event"). In the case of a Force Majeure Event, Molloy University's duties and obligations may be suspended, postponed, or modified to substitute a reasonable alternative until such time as Molloy University, in its sole discretion, may safely reopen its campus(es). I acknowledge and agree that the sole remedy for a Force Majeure Event is future service delivery, if and when possible, and that my obligations under this Agreement will continue. For the sake of clarity, no portion of any tuition and fees paid or outstanding will be refunded or cancelled if Molloy University is closed, unable to provide classes, instruction, or other services, or such classes, instruction, or services are modified to the extent that such closing, inability, or modification has been caused by a Force Majeure Event. I understand that any failure, delay, or modification in the performance of classes, instruction, or other services of Molloy University because of a Force Majeure Event will not relieve me of my obligations to pay any amounts owed under this Agreement.

## **GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

## **SEVERABILITY**

The provisions of this Agreement shall be deemed severable, and if any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, then said provision shall be deemed stricken and remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

## **ENTIRE AGREEMENT**

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

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