



## FINANCIAL RESPONSIBILITY AGREEMENT

By proceeding with my registration, in exchange for being permitted to register for and attend classes, I am entering into a Promissory Note ("Agreement") (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 Bay Atlantic University is providing me educational services and 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) with Bay Atlantic University (known as "BAU" and "The University") obligations me to pay all outstanding monies owed to the University not paid by loans, scholarships, grants and/or other payments.

I acknowledge I have read the Financial Responsibility Agreement and Academic Catalog pages about payments, billing, and total withdrawals. 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 withdrawal refund schedule posted at the Withdrawal/Leave of Absence page and/or any other policy specific to my program or department, which I am responsible for reviewing and understanding. I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated into this agreement by this reference. I further understand that my failure to attend class or receive a bill does not release me from my financial responsibility as described above.

This Agreement will cover my financial obligations to BAU for as long as I continue to incur financial obligations to the University and/or have an outstanding balance on financial obligations to BAU. BAU reserves the right to modify the terms and conditions of this Agreement, prior to registration for any semester, by sending a written notice to me at my last known billing address and my **BAU email address and parent/proxy email address if provided with FERPA Waiver Request Form**. I am responsible for maintaining and supplying BAU with my current billing address and phone number via my student portal (MyBAU).

Consistent with Bay Atlantic University's delivery of services policy, in the event that BAU determines it must suspend or alter its operations in whole or in part due to epidemic, pandemic, other public health emergency, extreme weather, natural disaster, acts, or threatened acts of terrorism or war, or any single act or

[www.bau.edu](http://www.bau.edu)

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combination of events beyond the University's control, Bay Atlantic University may suspend, reduce, terminate and/or modify its operations in whole or in part, which may or may not include offering online or other alternative learning options, in its discretion. In any such event, Bay Atlantic University is under no obligation to refund or credit any portion of tuition, fees, or other charges paid or owed, but it may do so in its discretion.

Should I fail to pay an outstanding balance in full when due, I agree that a \$25 late fee per credit is assessed for each late or insufficient payment. Accounts missing two or more payments will be canceled from the plan and full payment becomes due immediately. I further agree that should my account become delinquent, the University may **withhold future registration, awarding of any degree(s) or diplomas, and/or grades and official transcript and not allow me to attend classes until the balance is paid.**

Further, I understand that, if I fail to pay my student account bill or other monies owing to Bay Atlantic University by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, the University may pursue litigation against me, transfer my account to a collection agency and/or report any delinquency to credit bureau(s). In addition to my balance, I agree to pay the University's cost and fees, including attorneys' fees and cost of collections agencies which will be calculated based on the amount of the outstanding account balance, up to the maximum amount permitted by applicable law. If a lawsuit is filed to recover an outstanding balance, I understand that I will also be responsible for any costs associated with the lawsuit such as court costs.

I authorize the Bay Atlantic University and its agents, representatives, attorneys, and contractors (including collection agencies) to contact me through my mobile phone, home phone and email, including by way of text and automated message calls, for purposes of collecting any portion of my student financial obligation which is past due.

I understand and agree that if I am younger than the applicable age of majority (generally, 18) when I execute this agreement, that the educational services provided by Bay Atlantic University are a necessity or essential service, and I am therefore contractually obligated by this agreement.

This agreement supersedes any previous understandings, representations or correspondence between myself and Bay Atlantic University regarding the specific



terms and conditions contained in this agreement, and cannot be modified or affected by any course of dealing or course of performance. This agreement may be modified by Bay Atlantic University if the modification is signed by me (electronically or otherwise).

If any provision of this agreement, or any amount charged under this agreement, is determined to be illegal or unenforceable, the remaining provisions of the agreement will remain valid and enforceable to the extent permitted by law. This agreement and the performance of this agreement are governed by the laws of the District of Columbia, without giving effect to its principles of conflict of laws, and I agree that the state and federal courts located in the District of Columbia will have jurisdiction to resolve any dispute arising out of this agreement.

This agreement will remain in full force and effect for as long as I am enrolled in any class or program at Bay Atlantic University, and thereafter for as long as I owe any amount of money to the University.

I have read this Agreement and understand it. By selecting the "I accept" button, I understand and agree that I am signing this agreement electronically and my electronic signature is the legal equivalent of my manual signature on this agreement under the District of Columbia law. I understand and agree that the electronic signature appearing on this agreement is the same as my handwritten signature for purposes of validity, enforceability, and admissibility.

Student name: First name, last name

BAU ID: 00XXXXXX

Email address: [username@bau.edu](mailto:username@bau.edu)

Date: mm/dd/yyyy

**I Accept**