

**Southern Methodist University**  
**Student Rights and Responsibilities**

**February 25, 2021**

By signing and agreeing to this agreement with Southern Methodist University, I acknowledge that I will adhere to the terms, policies and procedures as set forth in the [Student Rights and Responsibilities](#) which are hereby incorporated by reference. It is my responsibility to read, understand and remain in compliance. I understand I can direct questions about this document to the Office of the Bursar. [Bursar Contact](#).

**Financial Rights and Responsibilities**

The Office of the University Bursar's mission is to provide quality service in achieving financial resolutions for students and their families. To provide students and their families with a full understanding of their financial obligations, we have incorporated this information into the registration process. Students will be prompted to read and agree to these terms each semester before enrolling in classes.

**Student Financial Obligations and Tuition Repayment Agreement**

I understand that as a student at Southern Methodist University, I am solely responsible and obligated for the timely payment of University tuition, fees, and other charges incurred by myself or on my behalf at Southern Methodist University. Regardless of any expected reliance on third-party resources, including but not limited to financial aid, family gifts, employer reimbursement or any other external resource, I remain personally responsible for paying any and all outstanding balances, which collectively represent my student financial obligation. I understand that the enrollment action constitutes a binding obligation between the student and Southern Methodist 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).

**Withdrawal Policy**

I understand that in accordance with Southern Methodist University's Office of the University Registrar's withdrawal policy and the refund schedule as published in the Financial Information Bulletin, my effective date of withdrawal will determine the amount of credit that I may be eligible to receive, thereby reducing the total amount of fees owed to Southern Methodist University. Students are encouraged to discuss the financial implications of their withdrawal with their Financial Aid advisor and the Office of the University Bursar before making the decision to withdraw. For more information about the withdrawal refund schedule, please refer to the Office of the University Bursar's website. For more information about the withdrawal process, please refer to the Office of the University Registrar's website.

**Failure to Pay**

I understand that SMU generates a statement of my account every semester and emails this statement to my Southern Methodist University email address. I am aware that I may view my statement of account online at my.SMU. I understand that I must pay the amounts due in full or enroll in a monthly payment plan before the

due date. If I fail to do so by the due date, I understand that I may be charged a late fee. I agree to complete my financial aid arrangements consistent with the University's deadlines so that these funds may be credited to my account by the due date. For more information about payment methods, please see the Financial Information Bulletin, accessible on the Office of the University Bursar's website.

I understand that I will be obligated to pay a late payment fee in accordance with the schedule below if I fail to pay SMU the balance due on my account by the due date.

| <b>Balance Amount</b> | <b>Late Fee Charged</b>  |
|-----------------------|--|
| \$250 - \$999.99      | \$50   |
| \$1000 - \$5000       | \$150  |
| \$5000+               | 3% of the outstanding balance, up to a maximum of \$750 per term |

I also understand that should I fail to pay my student financial obligations in full by the date due, the unpaid debt will cause my account to become delinquent and monthly interest will accrue on the unpaid debt at the highest rate permitted by applicable law, or one and one-half percent (1.5%) per month, whichever is lower.

I understand further that if my account is delinquent, SMU may, in addition to assessing applicable late fees, 1) cancel my enrollment; 2) deny me the privilege of registering for classes; 3) withhold the awarding of any degree(s) or diplomas; and/or 4) withhold my official transcripts.

### **Collections for Nonpayment**

I understand and accept that if I fail to pay my student account bill or any monies due and owing Southern Methodist University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Southern Methodist University may refer my delinquent account to a collection agency. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage at a maximum of 50 percent of my delinquent account, together with all **costs** and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. I also understand that Southern Methodist University will charge a \$50 Collection Processing Fee to my student account at the end of the term if I have a remaining balance. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

### **Collection Activity Involving Cell Phone Numbers and Email Addresses**

I authorize Southern Methodist 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 Southern Methodist University.

Also, I authorize Southern Methodist University and its contracted agents to contact me by email address about my delinquent account. I understand that email is not a secure means of communication. As a result, I

am aware that persons other than I may be able to access my emails which may include information regarding my debt and its status.

I agree that I am giving these authorizations voluntarily, and that my doing so is not a condition to my obtaining student financial assistance or any other service. I understand that if I want to revoke either or both of these authorizations to contact me at the cell phone numbers and/or email addresses I provide, I will do so only by written email notification to enrol\_serv@smu.edu.

I further authorize Southern Methodist University and its contracted agents to contact me via any communication method that I have provided to Southern Methodist University in order to collect any debt I owe to the University.

### **IRS Form 1098-T Reporting**

I understand that Southern Methodist University (SMU) will report to the U.S. Internal Revenue Service information that may provide me or my parents with the opportunity to claim certain education credits. I understand that Southern Methodist University uses a third-party servicer to complete this process and my information will be transmitted in a secure way that complies with federal regulations. I also understand that it is my responsibility to report my social security number (SSN) or individual taxpayer identification number (ITIN) to the Southern Methodist University Office of the Registrar if I have one. I agree to pay any and all IRS fines assessed as a result of my missing SSN/ITIN. I understand that if I do not consent to receive my 1098-T form electronically with the third-party servicer, a paper copy will be provided. I understand that the 1098-T form is not provided to students with the United States citizenship status with SMU of non-resident unless I complete a special NRA request for a 1098-T form in February of each year for the prior calendar (tax) year.

### **Governing Law and Place of Disputes**

I understand that my agreement to the terms of this document are governed by, construed, and enforced in accordance with the laws of the state of Texas. If Southern Methodist University chooses, it may enforce its rights in any other court that is appropriate under applicable law. This agreement shall be governed by and construed under the laws of the State of Texas.

If SMU sues me to collect my debt to the University, I hereby agree that this document and other documents related to my debt are governed by, construed, and enforced in accordance with Texas law. In addition, I hereby voluntarily submit to the jurisdiction of any federal or state court in Dallas, Texas, in which SMU may file the suit.

### **Amendments or Changes of Terms**

I understand that Southern Methodist University may in its discretion amend or change these terms at any time and from time to time. I understand that I will be bound by any such amendment or change and such changes will apply to all outstanding unpaid indebtedness and to any future transaction on my account. I recognize that Southern Methodist University will notify me of these amendments each semester through the *Student Financial Rights and Responsibilities*, accessible at the time of registration and online at the Office of the University Bursar's website.

## Billing Rights Summary

I understand that I am responsible for reviewing, understanding, and abiding by all of the University's regulations, procedures, requirements, and deadlines as described in all University publications. As a student, I understand I am also responsible for:

- Registering for classes and knowing the classes that I am enrolled in,
- Reviewing my statement of account for accuracy and addressing any discrepancies,
- Following the correct procedures to withdraw from classes,
- Understanding available payment options and methods,
- Completing any applicable financial assistance requirements on a timely basis; and
- Paying any and all financial obligations by the due date.

## Honor Code and Student Code of Conduct

I acknowledge that I have reviewed and have access to the [SMU Honor Code](#) and [SMU Code of Conduct](#). I understand I can direct questions about these documents to the [Office of Student Conduct & Community Standards](#).

## Appeals and Complaints

I acknowledge that I understand that as a student I have the right to appeal or submit complaints through the appropriate University office, [Student Appeals & Complaints](#) and I have been provided access to this information.

Southern Methodist University

University Bursars' Office

Division of Enrollment Services

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