

**WHITTIER COLLEGE**  
**FINANCIAL RESPONSIBILITY AGREEMENT/PROMISSORY NOTE**



I understand that I am registering for educational courses at Whittier College ("College") and that I am fully responsible for the cost and expense of all tuition, fees, housing, meal plans and other related educational expenses associated with my enrollment and status as a student at the College ("educational expenses"). I further understand that payment for any amounts due for these educational expenses must be made by the deadline that is published at [Whittier College Business Office website](#) for the semesters/terms that I am enrolled. Should I incur any expenses for items not set forth therein, payment is due at the time they are incurred or I am otherwise informed they are due. Any payments not made by these deadlines will be considered an unpaid balance on my account.

I understand and agree that by enrolling at the College, a student account has been opened in my name for the purpose of billing and collecting payment for educational expenses and that the College is thereby extending credit to me. 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. section 532 (a)(8)) in which the College is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for those expenses. By executing this Financial Responsibility Agreement/Promissory Note, I agree to pay for these educational expenses and acknowledge that I understand and agree to the following terms and conditions:

1. I acknowledge that I will not be allowed to register for a subsequent semester/term if there is an unpaid balance due for the previous semester/term or I have not made the appropriate financial arrangements to pay that balance.
2. I understand that the College may withhold further services/issuance of documents until payment is rendered as agreed. Services include but are not limited to the issuance of my grades, transcripts, and diploma and future enrollments.
3. I understand that in the event I withdraw or take a leave of absence from the College, I shall do so according to the Cancellation of Institutional Charges established by the College, which is available at [Whittier College Business Office website](#) and at [Whittier College Registrar website](#) under Catalog in the Expense Section and which is incorporated herein. If I withdraw or take a leave of absence after the established deadline, I hereby agree to pay the College for any and all tuition and mandatory fees associated with these classes and that such charges shall be considered educational expenses to which this Agreement/Note applies.
4. I understand that in the event I withdraw or take a leave of absence from the College, I must notify in person the Dean of Students Office and complete the Withdrawal or Leave of Absence Form to cancel my classes, housing and meal plan. I understand that I am responsible for paying all housing costs according to my Housing and Meal Agreement and that such charges shall be considered educational expenses to which this Agreement/Note applies.
5. I understand that if I incur any additional charges that may increase or create a balance (i.e., bank returned checks, dorm damages, parking citations, library fine, disciplinary fine and miscellaneous costs or reversal of financial aid), I am solely and fully responsible for payment of these charges and that such charges shall be considered educational expenses to which this Agreement/Note applies.
6. I understand that in the event I withdraw or take a leave of absence from the College the Business Office/Student Accounts shall create a payment schedule under which I can make deferred payments toward the balance of my account in order to repay the College. Due dates shall be set in accordance with the payment schedule established by the College. In the event I fail to make payment when due, the College shall assess, and I agree to pay, a finance charge on the unpaid balance of 1% per annum (computed on the basis of a 365 day year).
7. I understand and agree that the College may use a collection agency to collect the debt for any unpaid balance owed to the College. Such agency must abide by the Fair Debt Collection Practices Act. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage at a maximum of 10% APR of my delinquent account/unpaid balance, together with all costs and expenses, including reasonable attorneys' fees, necessary for the collection of my delinquent account/unpaid balance. This account may be reported to the credit bureaus as allowed by the Fair Debt Credit Reporting Act, and may have a negative impact on my credit rating.
8. I acknowledge and agree that the terms and conditions, including rights and remedies, under this Agreement/Note will also apply to any third party to whom the College may assign this note.
9. Pursuant to California Code of Civil Procedure section 360.05, I agree to waive the statutes of limitations as a defense to any demand for payment under the terms of this contract.
10. I acknowledge and agree that any credit extended to me by the College as described herein constitutes a qualified educational loan for the payment of educational expenses as defined in the U.S. Bankruptcy Code section 523(a)(8) and the Internal Revenue Code section 221(d)(1). I understand and agree that should I declare/file bankruptcy, such loans cannot be discharged in bankruptcy.
11. This Agreement/Note shall be construed in accordance with California law, and any lawsuit to collect an unpaid balance may be brought in the appropriate court setting in the State of California regardless of my domicile at the time of bringing such suit. In the event of litigation, I agree to pay all costs associated with such, including but not limited to, attorneys' fees and costs of litigation.
12. I understand that I am responsible for maintaining my current address and phone number at my.whittier.edu or in writing to the Business Office /Student Accounts. I authorize the College and their respective agents and contractors to contact me regarding my student account and unpaid balance, including payment of unpaid balance, at the current or any future number that I provide, including my cellular phone or other wireless device, and e-mails, using automated telephone dialing equipment or artificial or pre-recorded voice or text messages.
13. I understand that if I do not sign and complete this Agreement/Note, I will not be permitted to register for class(es).
14. I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to the College 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 the College, I agree to pay any and all IRS fines as a result of my missing SSN/TIN. I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from the College. 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 contacting the College's Business Office/Student Accounts at 562-907-4207.
15. I understand that this Agreement/Note may be modified by the College if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.
16. I understand that this Agreement/Note applies to all educational expenses incurred while I am a student at the College and that the execution of this Agreement on the date below reflects my understanding of that fact. I acknowledge that I understand I need not sign this Agreement more than one time while a student at the College in order to be bound by the terms contained herein throughout the duration of my status as a student at the College.
17. I understand and agree that should any provision of this Agreement/Note not be enforceable, that will not affect the enforceability of any other provision of this Agreement/Note.

By signing and completing this page, I signify my understanding and agreement to all of the terms and conditions in this Financial Agreement/Promissory Note.

Student's Last Name, First Name (Please Print)	WC Student ID #	Social Security #
Student's Signature	Date	Birth Date
Permanent Address	Driver's License #	
City	State	Zip
Personal Email Address	Home Phone/Cellular Phone #	

**If I am under the age of 18 at the time of this Promissory Note is executed, my parent or legal guardian must also sign.**

Parent or Guardian's Last Name, First Name (Please Print)	Home Phone/Cellular Phone #		
Parent or Guardian's Signature	Date		
Permanent Address	City	State	Zip