

Agreement to Pay Tuition Charges

In consideration of the University allowing me to register for courses, thus incurring the attendant costs to the University, both direct and indirect, I promise to pay Weber State University (WSU), Ogden, Utah, tuition and fees (principal) assessed to me for courses for which I have registered by the published payment due date for each semester. Also, I agree to pay for any additional fees and interest charges that are assessed to my account each semester. I hereby agree to pay a late payment fee of \$40 if my account balance is not paid by the published payment due date. In the event I default on this agreement and it becomes necessary to place this account for collection, I also agree to pay collection fees, not to exceed 50.00% of the original principal balance, plus any court and/or attorney fees resulting from the enforcement of this agreement. Any collection costs stated above are in addition to the principal, fees and interest due on my account. In the event of default of any of the terms of this agreement, I hereby give to the WSU Controller, or his/her designee, Power of Attorney to apply all monies due me from WSU to any delinquent portion of this note until the principal, fees, interest and costs are paid in full. I agree that WSU may repay my account balance from any TITLE IV funds due me. I understand that the principal amount is calculated based on my class-load each semester at WSU. All outstanding tuition account balances are considered qualified educational loans under I.R.C. § 221 and are extended with the express understanding that future repayment shall be made to the university. I further understand that my acceptance of these terms represents my acknowledgement and acceptance of my tuition account balance qualifying as a qualified education loan under I.R.C. § 221, and as such, its exemption from discharge under the federal bankruptcy code, 11 U.S.C. § 523(a)(8).