

LINFIELD COLLEGE EDUCATIONAL SERVICES AGREEMENT (LESA)

Terms and Conditions of Financial Responsibility

By checking “Yes, I have read and agree to the Terms and Conditions of Financial Responsibility” on the WebAdvisor registration page, I am entering into this Linfield College Educational Services Agreement (the “Agreement”) which shall be binding and effective on the date captured by my electronic signature.

RECITALS:

In order to register for, enroll in, and continue to attend classes at Linfield College (the “College”), I agree to pay in full all fees, tuition, books, and other miscellaneous charges required by the College, on such dates indicated by the College for each semester (each such due date, a “Fee Due Date”);

The College will provide me with access to a “Student On-Line WebAdvisor” account. Among other things, I will be able to register for classes, access my grades and class schedule, view billing information, including amounts owed by me to Linfield College and the Fee Due Date for such amounts, and view the status of any financial aid I may be entitled to receive.

I accept all of the consequences of failure to pay amounts owed by the relevant Fee Due Dates as described below.

COVENANTS

I hereby promise and agree as follows:

1. Finance Charges & Amounts Owed. I hereby promise to pay:

(i) By the Fee Due Date each semester, the amount of any and all fees, tuition, books, and any other charges related to the College’s provision of educational services to me as assessed by the College and charged to my student account.

(ii) Interest on any unpaid principal amount of any and all fees, tuition, books, and other charges related to the College’s provision of education services to me, from the Fee Due Date of each such amount (student account), until such principal amount shall be paid in full, at a rate of 12% per year (1% per month).

(iii) Any other late charges (“Late Charges”) and collection costs (“Collection Costs”) that may become due as provided in this Agreement.

2. Student Account. I agree to use my WebAdvisor account each semester to obtain the most accurate and current information regarding any amounts owed and Fee Due Dates, I agree to check my WebAdvisor account monthly, and I agree that by posting amounts owed and Fee Due Dates to my WebAdvisor account, the College will have provided me timely notice of all amounts I owe.

3. Course Cancellation & Registration Hold. I understand that my failure to pay any amounts assessed by the College, when due each semester, may result in my registration for courses being cancelled without further advance notice, and that registration and enrollment for future semesters may not be permitted unless my account balance is current.

4. Consequences for Failure to Pay. In the event that I fail to timely comply with the payment obligations of this Agreement, I hereby authorize the College to withhold all educational and related services, and to restrict the use of my records, including but not limited to preventing my registration, not issuing grades, and withholding my transcript and diploma. I agree that if I leave the College with a balance due under any circumstances, I authorize the College and/or its agents, including attorneys and/or collection agencies, to contact me via cellular telephone and/or all forms of electronic technology (to include text messaging and email) to collect such outstanding debt, unless I notify such party in writing to cease such communication.

5. Financial Aid. I understand that if I receive any type of federal financial aid (including Stafford loans and/or PLUS loans) and then withdraw from the College or reduce my credit load, my financial aid eligibility may be re-calculated. A percentage of the aid I received may be considered unearned and may have to be returned to the funding source (per federal law or other lending regulations) and I will be billed for that amount and any outstanding educational benefit overpayment. At its discretion, the College may allow me to repay this amount in installments but I understand that I may be assessed finance charges on this balance until it is repaid in full.

6. Default. If I fail to make any payment when due, the College may declare the entire balance of any amounts owed (including principal, interest, late charges and collection costs) to be due and payable within 15 days after giving me written notice of such default if I fail to make the payment that is due, within the same 15 day period.

7. Changes to Contact Information. I agree to inform the school of any change in my name, address, telephone number, or Social Security number in a timely manner.

8. Collection Costs & Late Fees. In the event that I fail to timely comply with the payment obligations detailed in this Agreement, I further agree to pay all cost of collection incurred by the College including, but not limited to, collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees, reasonable attorney fees, and recording fees, and I agree to pay any late fees assessed by Linfield College. I further agree that the collection agency fees which I have agreed to pay could be in an amount up to 45% of the balance owed or the maximum amount allowable by law, whichever is lower, which will be assessed and due and owing at the time of the referral to the collection agency.

9. Choice of Law/Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its choice of law rules. I hereby stipulate, agree and consent to both exclusive jurisdiction and venue in the Circuit Court of the State of Oregon for Yamhill County, located in McMinnville, Oregon, in the event that any lawsuit or action is filed to enforce any provision of this Agreement.

I agree that I have carefully read and fully understand and accept the terms of this Agreement.

_____		_____ (*)	
Student Borrower Signature	Date	Co-Signer Signature	Date
		(If student is under the age of 18)	
_____		_____	
Printed Name		Printed Name	
Day Phone: _____		Student Account #: _____	

***NOTICE:** Linfield College requires a co-signer if the source of payment includes a TMS Payment Plan or a loan which requires a co-signer, or, if the Student Borrower is under the age of eighteen years.