

CALIFORNIA WESTERN
SCHOOL OF LAW | San Diego

STUDENT FINANCIAL RESPONSIBILITY AGREEMENT

This agreement is a comprehensive financial responsibility agreement and covers your entire enrollment at California Western School of Law (CWSL) including leaves of absence, withdrawals, or any other types of leave.

I. PAYMENT OF FEES/PROMISE TO PAY

A. Registration

I understand that when I register for any class at CWSL or receive any service from CWSL I accept full responsibility to pay all tuition, fees and other associated costs assessed as a result of my registration and/or receipt of services. 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. §523(a)(8)) in which CWSL is providing me educational services, 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.) Further, I understand that any loans or financial obligations incurred by me at any time during my attendance at CWSL or any funds paid on my behalf by CWSL constitute an educational loan. I agree to pay for all educational loans based on my enrollment at CWSL.

B. Drops or 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 Earned Tuition Schedule published in the Student Handbook in the Business Office Policies and Procedures (BP&P) section 4.5.1 at https://www.cwsl.edu/files/business_office/business_office_policies_procedures.pdf. I have read the terms and conditions of the published earned tuition schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

C. Complete Withdrawal

If I decide to completely withdraw from CWSL, I will follow the withdrawal rules published in BP&P section 4.0 https://www.cwsl.edu/files/business_office/business_office_policies_procedures.pdf, which I understand and agree are incorporated herein by reference.

II. FINANCIAL AID

I understand that aid described as “estimated” on my Financial Aid Award does not represent actual or guaranteed payment but is an estimate of the aid I may receive if I meet all eligibility and payment requirements.

I understand that my Financial Aid Award is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility was calculated. If I drop any class before completion, I understand that my financial aid eligibility may decrease and some or all the financial aid awarded to me may be revoked.

If some or all my financial aid is revoked because I dropped or failed to attend class, I agree to repay all revoked aid that was disbursed to my account.

I agree to allow financial aid I receive to pay all charges assessed to my account at CWSL such as tuition, fees, and other charges listed in the BP&P sections 1.4 and 1.5, service fees, fines, or any other amount, in accordance with the terms of the aid.

A. Federal Aid

I understand that any Federal Direct Loan that I receive will be disbursed/ credited to my student billing account and pay any outstanding balance first (usually, tuition and fees charges). Additionally, I authorize CWSL to apply my Federal Direct Loans to other charges assessed to my student account (such as service fees and fines, and any other education related charges) in accordance with the terms of the aid and/ or apply up to \$200 of the Federal Direct Loan disbursement to a prior year balance. I further understand that this authorization will remain in effect until I rescind it and that I may withdraw it at any time by following the instructions at: https://www.cwsl.edu/files/business_office/student_financial_responsibility_form_opt_out_form.pdf

B. Prizes, Awards, Scholarships, Grants

I understand that all prizes, awards, scholarships, and grants awarded to me by CWSL, or a third-party will be credited to my student account and applied toward any outstanding balance first. I further understand that my receipt of a prize, award, scholarship, or grant is considered a financial resource according to Federal Title IV financial aid regulations and may therefore reduce my eligibility for other federal and/or state financial aid (i.e., loans, grants, Federal Work Study) which, if already disbursed to my student account, may be reversed, and returned to the aid source.

III. COMMUNICATION

A. Method of Communication

I understand and agree that CWSL uses e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from CWSL on a timely basis.

B. Contact

I authorize CWSL 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 CWSL, or to receive general information from CWSL. I authorize CWSL and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact me. Furthermore, I understand that I may withdraw my consent to call my cellular phone by submitting my request in writing to BusinessOffice@cwsl.edu or the applicable contractor or agent contacting me on behalf of CWSL.

C. Updating Contact Information

I understand and agree that I am responsible for keeping CWSL records up to date with my current physical addresses, email addresses, and phone numbers by e-mailing Registrar@cwsl.edu. Upon leaving CWSL for any reason, it is my responsibility to provide CWSL with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to CWSL.

IV. DELINQUENT ACCOUNT/COLLECTION

A. Financial Holds

I understand and agree that if I fail to pay my student account bill or any monies due and owing CWSL by the scheduled due date, CWSL will place a financial hold on my student account, preventing me from accessing my information in the CWSL Student Connection Web portal, to include but not limited to: class schedule, registration activities including adding and dropping classes and academic summary information.

B. Late Payment Charge

I understand and agree that if I fail to pay my student account bill or any monies due and owing CWSL by the scheduled due date, CWSL will assess a late payment fee at the rate of \$50.00 per month on the past due portion of my student account until my past due account is paid in full.

C. Collection Agency Fees

I understand and accept that if I fail to pay my student account bill or any monies due and owing

CWSL by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, CWSL may refer my delinquent account to a collection agency. I further understand that I may be responsible for paying the collection agency fee which may be based on a percentage up to and including forty percent (40%) of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

D. Finance Charges

I understand and accept that finance charges are assessed on all past due balances at the current legal rate in California.

E. Waiver of Statute of Limitations

I AGREE THAT CWSL MAY DELAY OR FORGO ENFORCING ANY OF ITS RIGHTS OR REMEDIES UNDER THIS AGREEMENT WITHOUT LOSING THEM. TO THE EXTENT ALLOWED BY LAW, I HEREBY WAIVE ANY APPLICABLE STATUTE OF LIMITATIONS AND AGREE THAT SUIT MAY BE BROUGHT TO ENFORCE COLLECTION OF DEBT EVIDENCED BY THIS AGREEMENT AND MY STUDENT ACCOUNT.

V. MISCELLANEOUS PROVISIONS

A. Entire Agreement

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and CWSL, constitutes the entire agreement between the parties with respect to the matters described, and shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by CWSL if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

B. Returned Payments/Failed Payment Agreements

If a payment made to my student account is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$25. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with CWSL may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at CWSL.

C. Billing Errors

I understand that administrative, clerical, or technical billing errors do not absolve me of my financial responsibility to pay the correct amount of tuition, fees and other associated financial obligations assessed as a result of my registration at CWSL.

D. Method of Billing

I understand that CWSL uses emailed billing as its official billing method, and therefore I am responsible for keeping the school informed of my current emailing address, monitoring deadlines, and paying my student account bill by the scheduled due date. I further understand that failure to receive my bill does not constitute a valid reason for not paying my bill on time.

E. IRS Form 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to California Western 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 California Western, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from California Western. I understand that if requested, a paper copy will be provided. Information regarding 1098-T reporting may be requested from the CWSL Business Office at StudentAccounts@cwsl.edu or by calling 619-515-1594.

By signing below, I acknowledge that I have read the Student Financial Responsibility Agreement and agree to be bound by its terms.

Student Name: _____
(Printed)

Student ID #: _____

Student Signature: _____

Date: _____