

## STUDENT ACCOUNT GUARANTOR PAYMENT AGREEMENT

### Terms and Conditions of this Agreement:

In consideration of the educational and related services provided to \_\_\_\_\_ (Student) GFU ID# \_\_\_\_\_ by George Fox University (GFU), I, as the undersigned guarantor, accept full responsibility to pay all related charges which include tuition, mandatory fees, and when applicable, room and board, course related charges, parking fees, library fees, fines, damage assessments and all other related charges that may be assessed. I further agree that registration and acceptance of these terms constitute a Promissory Note (Note) unto GFU and any monies owed become a "Student Loan" (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 GFU is providing Student with educational services. I, the undersigned guarantor, agree that all of the obligations of this Note are the joint and several obligations of each and that in the event of a default of one, the other shall remain entirely responsible for all obligations created under this Note.

Furthermore, I, the undersigned guarantor, understand and agree to the following:

1. **Agreement to Pay:** I agree to pay to GFU all amounts on Student's account commencing with the Student's first enrollment at GFU and continuing until the account is paid in full and Student has given formal notice of final separation in accordance with *GFU's financial policies* at <https://www.georgefox.edu/offices/student-accounts/policies/index.html> and *policies for enrollment* as set forth in the George Fox University Catalog at <https://www.georgefox.edu/catalog/index.html>.
2. **Privacy Release:** I understand that Student, by designating a Guarantor(s), must also grant privacy rights regarding said Student's financial account as may exist under the Federal Education Rights and Privacy Act (FERPA) and the related rules and regulations (20 USC 1232g&34CFRpt.99) in order for full access to be possible. (Student may grant consent by completing the Payment Selection Form or through a financial FERPA release available from Student Accounts or Financial Aid.)
3. **Payment Portal:** I understand GFU's payment portal is accessible to me by Student creating a user name and password for my use. I understand if Student does not share access, if my payment method is saved in the portal, I can contact the Student Accounts Office to make payment over the phone or I can mail a personal check to the office knowing that GFU will convert a paper check to an EFT, via the payment portal, for immediate processing.
4. **Cash Payments:** I understand that GFU limits cash payments to under ten thousand dollars receipted in a 12-month period, reserves the right to lower this limit without notice, and due to the time required and risks associated with cash payments, other restrictions may become necessary.
5. **Foreign Payments:** I understand that GFU does business in U.S. Dollars (USD) and that payments that require a currency exchange (International Payments (IFT)) are possible through the MyGeorgeFox payment portal, exclusively, and not by wire. As an alternative, I may transfer funds to a US bank before proceeding to pay.
6. **Financial Aid Retractions:** I understand that Financial Aid disbursed to Student may be subject to change if it is determined that eligibility requirements are no longer met and I agree to repay balances that may result.
7. **Email Communication:** I understand and agree that GFU uses email as its primary method of communication; therefore, I agree to read and respond to emails on a timely basis and I will notify Student Accounts if I change my email address.
8. **Contact:** I authorize GFU and its agents to contact me at my current and any future cellular phone number(s), email address(es), or wireless device(s) concerning matters including, but not limited to, finances and other debts owing to GFU. I authorize GFU and its agents to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails in efforts to contact me. I understand I may withdraw my consent to call my cellular phone by submitting a request to [studentaccountsdir@georgefox.edu](mailto:studentaccountsdir@georgefox.edu) or to the agent contacting me on behalf of GFU.
9. **Updating Contact Information:** I understand and agree that I am responsible for keeping GFU records up to date with current physical and email addresses and phone numbers by emailing [studentaccounts@georgefox.edu](mailto:studentaccounts@georgefox.edu).
10. **Late Payment Fee:** A late payment fee equal to a monthly periodic rate of up to 1.5% (18% annual percentage rate) per month on the past due portion of the Student's account will be assessed for failure to pay by the due date.
11. **Financial Holds:** I understand that payment and completion of financial aid requirements for disbursement, are required by the due date and that failing to make payment will result in a "hold" impacting Student registration. In addition, I understand that in some cases, payment prior to Student registration and, or dropped courses due to delayed payment, may be required and that those delays may impact course availability for Student. I further understand that transcript and diploma holds, as allowed by law, are placed until the total balance on the account is zero and payments have cleared the bank.
12. **Return Payment Fee:** I agree to pay a fee up to \$35 per payment if my payment is rejected for any reason.
13. **Collection Agency Fees:** I understand and accept that if I fail to pay monies due and owing GFU by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, GFU may refer my delinquent account to a collection agency. I further understand that I am responsible to pay the collection agency fees which may be based on a

percentage at a maximum of 40% of Student's 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 past due debts may be reported to one or more national credit bureaus.

14. **Guarantor Release:** As Guarantor, I understand that for future semesters, I may revoke my guarantee of payment agreed to in this Student Account Guarantor Payment Agreement, by providing written or email notice to the Director of Student Accounts twenty-one (21) days before the first day of a new semester and that notice, if by email, must come from the guarantor's email account provided below, and be sent to [studentaccountsdir@georgefox.edu](mailto:studentaccountsdir@georgefox.edu), or if in writing, mailed to GFU Student Accounts Director 414 N. Meridian Street, #6129, Newberg, OR 97132. I understand that notice less than 21 days prior to semester start will be effective for subsequent semesters.
15. **Entire Agreement:** This agreement supersedes all prior understandings, representations, negotiations and correspondence between the Guarantor and GFU, 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 GFU if the modification is signed by Guarantor. Any modification is specifically limited to those policies and/or terms addressed in the modification.

### **STUDENT**

NAME: \_\_\_\_\_

SSN/NID: \_\_\_\_\_ GFU ID#: \_\_\_\_\_ D.O.B (MM/DD/YYYY): \_\_\_\_/\_\_\_\_/\_\_\_\_

### **GUARANTOR #1**

GUARANTOR NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SSN/NID: \_\_\_\_\_ D.O.B (MM/DD/YYYY): \_\_\_\_/\_\_\_\_/\_\_\_\_

PREFERRED EMAIL: \_\_\_\_\_ ALTERNATE EMAIL: \_\_\_\_\_

PREFERRED PHONE: (\_\_\_\_) \_\_\_\_\_ ALTERNATE PHONE: (\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

### **GUARANTOR #2 (optional)**

GUARANTOR NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SSN/NID: \_\_\_\_\_ D.O.B (MM/DD/YYYY): \_\_\_\_/\_\_\_\_/\_\_\_\_

PREFERRED EMAIL: \_\_\_\_\_ ALTERNATE EMAIL: \_\_\_\_\_

PREFERRED PHONE: (\_\_\_\_) \_\_\_\_\_ ALTERNATE PHONE: (\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**AUTHENTICATION QUESTIONS:** In addition to phone # and email, choose two or more identity verification options.

1. Student's birth city?

\_\_\_\_\_

2. Student's mother's maiden name?

\_\_\_\_\_

3. Student's elementary school?

\_\_\_\_\_

4. Student's street name when in elementary school?

\_\_\_\_\_

5. Personalized code word\* (No birthdates, phone numbers, or SSN's): \_\_\_\_\_

\*Warning: Remember or save the personalized code word.

*The information on this agreement is required. We regret that we cannot accept abbreviated responses.*