Student Financial Responsibility Agreement

Promise to Pay – By agreeing to the terms and conditions of this Financial Responsibility Agreement (“Agreement”), I understand and agree to accept full financial responsibility for the payment of all applicable tuition and fees assessed by the National Personal Training Institute of Colorado (“NPTI-CO”) per the Student Enrollment Agreement. I further understand that if I withdraw from the Personal Fitness Trainer (“PFT”) course, I will be responsible for paying all or a pro-rated portion of tuition and fees in accordance with the published refund schedule, non-refundable fees, and pro-rated fees, as is stated in the NPTI Student Enrollment Agreement that I have signed prior to beginning the PFT course. I further understand that I will not be absolved of my financial responsibility even if I fail to attend classes, fail to graduate, withdraw improperly, fail to properly complete any applicable financial aid forms or applications (e.g. FAFSA, VA Education Benefits, Workforce (Unemployment)), or otherwise fail to meet the repayment terms.

Tuition and Fees are due per the NPTI-CO Student Enrollment Agreement and / or any special terms mutually agreed upon in writing by the NPTI-CO Student Financial Aid and Accounting office and me to include personal loans agreed to by me (the current or future) student and paid directly to NPTI-CO, or paid to Tuition Options, or per the terms of other entities of which NPTI-CO has no control (i.e. Title IV Federal Financial Aid (FAFSA), the VA, etc.). Verbal agreements are not valid. Any payment not received by NPTI-CO by the agreed upon due date will be assessed a late fee (typically 10% of the past due amount). Multiple missed payments or other violations of the repayment terms could result in my not graduating until complete repayment of the entire loan balance is satisfied.

I acknowledge that any tuition, fees, and fines that are not paid in full, return of the funds amount erroneously disbursed to me, return of the funds disbursed in excess of the amount due and / or to be returned to any applicable agency i.e. The U.S. Department of Education (per return of Title IV funds, return of Pell Grants, return of any Student Loans, return of any applicable Scholarship funds, and any other financial obligations to NPTI-CO will automatically be considered past due unless otherwise agreed to by both NPTI-CO and me i.e. repayment terms.

I understand that if any of my financial obligations to NPTI-CO are not paid in full or any funds erroneously disbursed to me are not returned to NPTI-CO, then NPTI-CO will, to the extent permitted by law, refuse to allow me to register for additional PFT or elective classes, withhold release of my transcripts and diploma, and take action against me to collect any unpaid or unreturned amounts owed, including assignment of my account to collections, in which case I am responsible for paying any additional fees incurred to collect the amounts owing on the Student Account. I understand that amounts owing under my Student Account are amounts incurred by me to pay qualified higher education expenses and, pursuant to 11 U.S.C § 523(a)(8), might not be discharged in bankruptcy.

Student Account, Billing Statement, and 1098-T – I understand and agree that NPTI-CO communicates all Student Account information via electronic services using online secured portals via STARS, and / or my NPTI-CO student e-mail (e.g. jdoe@personaltraininginstitute.edu), and that NPTI-CO may send me important notices via my NPTI-CO-issued e-mail account. I agree to regularly review my Student Account activity available in STARS. I understand that it is not NPTI-CO’s responsibility to make me aware of a payment due or a payment being late. I further understand that the IRS Tax Form 1098-T for any reportable transactions will also be available electronically and notifications for the 1098-T tax document will be sent to my NPTI-CO email account or to my home address at NPTI-CO’s discretion.

I agree that it is my responsibility to review my STARS Student Account status and my NPTI-CO-issued email account regularly. Failure by me to view my Student Account or NPTI-CO-issued email account or receive any financially related statement is not valid grounds for absolving me of my financial obligations or waiving the late payment fees or registration, diploma, grades, or transcript holds.
Other Fees-

Returned Check Fee – A returned check fee in the amount of $35.00 will be added to my Student Account for any check returned by the financial institution for payment made to my Student Account. I understand if this occurs, I must remit payment for the original payment amount in addition to the returned check fee in the form of a cashier’s check. NPTI-CO reserves the right to pursue all legal remedies available to collect on any returned check.

I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with NPTI-CO may result in suspension of my eligibility to graduate until the balance of my student account is paid in full.

Late Payment Fee – A late payment fee of 10% of the unpaid balance due may be assessed monthly on my Student Account that has an overdue outstanding balance. The late payment fee will accrue monthly on the outstanding balance. The Late Payment Fee is in accordance with the NPTI-CO Student Enrollment Agreement that I have signed.

Excess Payments / Credit Balances - Payments received from me or from any one or any agency on my behalf (i.e. the U.S. Department of Education, the Veterans Administration (VA) in excess of the outstanding balance due on my account will be accepted as and processed as a credit balance. i.e. if the VA / GI Bill has paid for the student’s tuition and Title IV Federal Financial Aid has also disbursed funds resulting in an overage of the total payment due to NPTI-CO for the total course, then those payments will be processed as a credit balance.

Responsibility to Return Credit Balances Upon Withdrawal - If a credit balance results on my account, resulting from a combination of funding sources i.e. financial aid, VA Education Benefits / GI Bill, etc. and I withdraw or leave the PFT course for any reason and prior to graduation such that the overage or credit balance has already been paid to me and those funds are therefore unearned and due back to the funding source or agency (i.e. the U.S. Department of Education / Title IV Federal Financial Aid, the Veterans Administration (VA) and through the U.S. Treasury Department, a scholarship fund, etc.) I understand that I must return those funds immediately or be subject to collections actions as described herein or the Student Enrollment Agreement as applicable.

IMPORTANT NOTE: Payments made to any student (e.g. credit balance payments) by NPTI-CO Financial Aid / Accounting office will be applied as mandated by the State or Federal government or the organization providing the funds. This is also true for Return to Title IV (R2T4). As such, students or former students who leave NPTI-CO prior to graduation and who were disbursed excess funds prior to leaving NPTI-CO relative to time attended as per clock hour school policy are immediately held responsible for the R2T4 funds, pro-rated or otherwise.

Federal financial aid regulations do not permit NPTI-CO to automatically apply an upcoming financial aid refund to a past due balance from a prior aid year. If a refund of financial aid is expected to pay off a prior term balance from a previous financial aid year, then I understand that I will need to personally receive the refund and pay the balance due separately, immediately. Title IV Federal Financial Aid will automatically pay the current year institutional charges (i.e. tuition, fees, etc.) and up to $200 of the prior year institutional charges.

Collection Agency – If NPTI-CO’ internal collection efforts have failed to induce me to pay the amount due, then my Student Account will be sent to a collection agency and may be reported to one or more credit bureau reporting service(s). I explicitly authorize NPTI-CO to release my personal and financial information under those circumstances. If NPTI-CO refers my account to a collection agency, then, to the extent permitted by applicable law,

I understand I am responsible for paying all the collection fees, including but not limited to attorney fees and expenses incurred by NPTI-CO. I also acknowledge that collection agency fees may be based on a percentage (up to the maximum of 40% of the collected balance). If my account is sent to Collections, then I pay the account in full at Collections and wish to return to NPTI-CO for a future class, module, or elective, I understand that payment is due in full not later than the first day of classes for the class, module, or elective in which I am seeking to register. If I register after the first day of class, module, or elective, I understand that payment is due in full on the date of enrollment.
If payment is not received in full by the applicable deadlines, I may be withdrawn from the course and will be unable to attend National Personal Training Institute of Colorado until approved by the President of NPTI-CO.

**Notices** – All notices given by NPTI-CO in connection with my Student Account shall be sent to my NPTI-CO-issued email account and / or to my personal e-mail account if disenrolled with no further access to my NPTI-CO e-mail account. Student Account information is considered received when the information is posted on the secure student portal via STARS. Any notices sent to my mailing address are deemed to have been delivered on the day they are deposited in the United States mail. It is my responsibility to keep all of my contact information up to date.

**Telephone Consumer Protection Act (TCPA) and Colorado Fair Debt Collection Practices Act** – I authorize NPTI-CO and its respective agent(s) and contractors, including collection agencies, to contact me regarding my Student Account at the current or any future telephone number provided by me for my landline, cellular phone or other wireless device for the purpose of receiving notifications pursuant to this Agreement using automated telephone dialing equipment or artificial or pre-recorded voice or text messages and in compliance with the requirements of the Telephone Consumer Protection Act, 47 U.S.C. § 227 and the Colorado Fair Debt Collection Practices Act, §§ 12-14-101 et seq., C.R.S. Furthermore, I understand that consent is not required and I may withdraw my consent by submitting my request in person or in writing to the Director – Financial Aid / Accounting.

**Change of Terms** – NPTI-CO reserves the right to change the terms of this Agreement at any time. Notice of such a change will be provided via email to my NPTI-CO email address and I will be able to resign the modified agreement for it to take effect. It is my responsibility to ensure that I am aware of any changes, including changes to any and all tuition and fees. Changes may apply to all outstanding balances and to any future transactions on my Student Account.

**Billing Rights Summary** – In case of errors, inaccuracies, or questions about my Student Account, or if I need more information about a transaction, I will contact the NPTI-CO Director – Finance / Accounting immediately: Yolanda Wynes, Director – Finance / Accounting, yolanda.wynes@personaltraininginstitute.edu / ph: 303.238.9999

**Laws** – This Agreement is governed by the laws of the State of Colorado and all applicable federal laws. Any provision of this Agreement that is rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

By choosing to enroll at NPTI-CO, I agree that I have carefully read this statement, fully understand it, and agree to be legally bound by it.

___________________________________________   ____ / ____ / _____
Signature of NPTI-CO Student      Date of Signature

PRINTED NAME OF NPTI-CO STUDENT

A copy of this agreement must be both in the NPTI-CO Student’s individual Student Record and also returned to the NPTI-CO Student