



**Bethel University Business Office**

3900 Bethel Drive  
St. Paul, MN 55112  
651.638.6208

**BUILD Program Agreement**

**This form is a one-time agreement that must be signed and notarized on-campus, and then turned in to the Bethel Business Office prior to beginning classes at Bethel University. A notary will be available in the BUILD Office when families come to campus for their Personal Learning Plan Meetings and when first-year students move onto campus. I understand that failure to file this agreement on time will result in a Bethel Business Office “Pay in Advance Hold” being placed on my account. This hold will require me to pay term fees in full prior to the dates below.**

This contract (the “Agreement”) documents the undersigned’s (referred to herein as “I,” “me,” and “my”) agreement to pay all tuition and associated fees for any semester in which the undersigned registers for classes at Bethel University. If there are any questions, please contact the Bethel Business Office at 651.638.6208.

**Program Commitment:** I understand, promise, and agree that by choosing to enroll in Bethel University’s BUILD Program, I will comply with all of the policies and expectations detailed in the BUILD Program Academic Catalog (<https://www.bethel.edu/academics/build/academics/catalog>), Bethel University Student Life Policies and Procedures (<https://www.bethel.edu/undergrad/student-life/community/handbook/>), Campus Policies and Procedures (<https://betheluniversity.atlassian.net/wiki/spaces/stulife/pages/50823905/Campus+Policies+and+Procedures>) and Residence Life Policies (<https://betheluniversity.atlassian.net/wiki/spaces/stulife/pages/50823863/Residence+Life+Policies>).

**My Promise to Pay:** I understand, promise, and agree to pay to Bethel University or any subsequent holder, assignee or collection agent, the amounts payable for my tuition and associated educational expenses, and any fees (which may include, but are not limited to, parking fines, library fees, other charges for violations of Bethel University policies, or any other amount billed to my student account) incurred during each semester in which I register for a course (“My Obligation” or “Obligation”). 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 Bethel University 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.

If I do not pay My Obligation in full for the upcoming term by the dates set forth below, I agree to pay a \$30 fee and register with the University’s Business Office by the dates set forth below to make installment payments for a period up to, but not to exceed, one (1) year. The actual term of my repayment schedule shall depend upon my enrollment, registration, whether I have timely registered to pay installment amounts, and default status, and will be determined by the Bethel Business Office in its sole discretion. A copy of the applicable Repayment Schedule is available to me through the Bethel Business Office. All installment payment plans must be set up through TouchNet, Bethel University’s sole approved servicer.

<b>Bethel University Published Due Dates</b>			
	<b>Fall</b>	<b>Spring</b>	<b>Summer</b>

<b>BUILD Program</b>	August 25	January 25	Start Date of First Course
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**Default:** I understand and agree that I will be in default of this Agreement if I fail to pay the total amount payable when due, any scheduled payment under either a semester payment plan or installment plan, or any other fee (which may include, but are not limited to, charges such as parking fines, library fees, other charges for violations of Bethel University policies, or any other amount billed to my student account) by the 25th day of the month following the month in which I am sent a Bethel billing notice.

**Failure to pay due to the following situations will not exempt me from entering default:**

- withdrawal from Bethel University (whether voluntary or involuntary),
- insufficient funds in an account from which my payment was drawn (or similar circumstances),
- change of address without notifying Bethel University's Business Office in advance in writing,
- providing to Bethel University any false or misleading information,
- a case under the U.S. Bankruptcy Code is started by or against me or any guarantor or cosigner.
- If I am in default, Bethel University may elect, in its discretion, to defer a request for immediate payment in full and may delay enforcing any of its rights without waiving them.

**Late Payments:** If any payment owed by me is not paid in full by the 25th day of the month following the month in which I was sent a Bethel invoice for the amount, I agree to pay Bethel University a late fee of \$10.00. In addition, Bethel University may prohibit me from registering for courses for the current or subsequent terms; remove me from current courses; withhold course credits, academic transcripts, and my diploma without prior notice until the Obligation is paid in full along with any outstanding service or late fees. Bethel University may also exercise any other legal rights it may have, including engaging a collection agency to enforce its rights hereunder and taking legal action to collect amounts due to it. In the event Bethel University incurs expenses to collect My Obligation, I agree to pay all of Bethel's reasonable attorneys' fees, legal expenses, and collections fees (unless prohibited by law).

**Prepayment:** I may prepay any or all of My Obligation at any time without penalty. However, partial prepayment will not excuse me from paying in full My Obligation or the full amount of each installment payment by its due date, as applicable.

**Term of Agreement:** This Agreement will continue in force while I am enrolled at Bethel University and until any Obligation is paid in full, whichever is longer.

**Other Charges:** If I attempt to pay by check or ACH debit and my bank returns the check or the ACH debit to Bethel University unpaid, I will pay Bethel University a \$25 fee (unless prohibited by applicable law).

**Modification:** Bethel University may amend the terms and conditions for this Agreement at any time if such amendment is signed by me. Amended terms may be applied to My Obligation unless prohibited by law. Bethel University is not obligated to allow me to delay payment of any amount I may be obligated to pay Bethel University, including tuition, room and board, and related expenses and fees. Any privileges granted to me under this Agreement or otherwise regarding My Obligation may be revoked at any time without notice.

**Other Amounts Owed Me:** I authorize Bethel University to use any amounts from Title IV funds to reduce My Obligation and any other tuition, room, board, and fees, owing and unpaid, or, in its discretion, hold such amounts in my name. Bethel University will not pay me interest on amounts so held. I may request, but Bethel University is not required to release, amounts held in my name. I may terminate the authorization in this section at any time by written notification to the Bethel Business Office.

**Privacy Rights and Responsibilities:** I understand that Bethel University is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits it from releasing any information from my education record without my written permission, except as provided by the published Bethel University FERPA policy and applicable law. Therefore, I understand that if I want Bethel University to share information from my educational record with someone else, I must provide written permission by following the procedure outlined at

[bethel.edu/financial-aid/proxy](http://bethel.edu/financial-aid/proxy). I further understand that I may revoke my permission at any time as instructed in the same procedure.

**Notice of Changes:** I will notify Bethel University's Business Office immediately of any change in my name, address, telephone number, primary email address, or Social Security Number.

**Telephone Authorization:** I authorize Bethel University and any of 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 Obligation, any other debt I owe to Bethel University, or to receive general information from Bethel University. I authorize Bethel University and any of 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. I understand that I may withdraw this consent by contacting the Bethel University's Business Office.

**Choice of Law:** This Agreement will be governed by the laws of the State of Minnesota without regard to conflict of law rules. I also hereby consent to the jurisdiction of and exclusive venue in the state or federal courts of Minnesota in any action by Bethel University against me.

**Tuition Insurance:** The signature below denotes my acknowledgment that Bethel University has communicated the availability of tuition insurance products through GradGuard, as offered online at the following website: <https://www.bethel.edu/business-office/tuition/grad-guard> Further, I understand events covered under these tuition insurance products will not cause Bethel University to deviate from its published tuition payment and refund policies or this Agreement.

**Notice of Billing Rights:** By signing this Agreement, I certify that I have read the Agreement and agree to all of its terms and conditions.

BUILD Program Academic Catalog (<https://www.bethel.edu/academics/build/academics/catalog>), Bethel University Student Life Policies and Procedures (<https://confluence.bethel.edu/display/stulife/Student+Life+Policies+and+Procedures/>), Campus Policies and Procedures (<https://betheluniversity.atlassian.net/wiki/spaces/stulife/pages/50823905/Campus+Policies+and+Procedures>) and Residence Life Policies (<https://betheluniversity.atlassian.net/wiki/spaces/stulife/pages/50823863/Residence+Life+Policies>).

**SIGNATURE:** By signing below, I agree I have read and understand the terms of this Agreement.

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Student Name Printed Legibly	Student ID #	Phone Number
Student Signature		Date Signed

### NOTICE TO PARENT/GUARDIAN/CONSIGNER

By signing below the undersigned parent, guardian or cosigner of the above named student acknowledges and agrees that the undersigned is financially liable for all sums owed by student to Bethel University and agrees to be bound by all terms and conditions of this BUILD Agreement in addition to all of the policies and expectations detailed in the BUILD Program Academic Catalog (<https://www.bethel.edu/academics/build/academics/catalog>), Bethel University Student Life Policies and Procedures (<https://confluence.bethel.edu/display/stulife/Student+Life+Policies+and+Procedures/>), Campus Policies and Procedures (<https://betheluniversity.atlassian.net/wiki/spaces/stulife/pages/50823905/Campus+Policies+and+Procedures>) and Residence Life Policies (<https://betheluniversity.atlassian.net/wiki/spaces/stulife/pages/50823863/Residence+Life+Policies>).

Parent/Guardian/Cosigner:

Parent/Guardian Name Printed Legibly

Social Security Number #

Phone Number

Parent/Guardian Signature

Date Signed

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGEMENT**

**On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, personally appeared, \_\_\_\_\_, \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.**

**WITNESS my hand and official seal,**

\_\_\_\_\_  
**(Notary Signature)**

\_\_\_\_\_  
**My Commission Expires:** \_\_\_\_\_

**(Print Name)**

**(Seal)**



**There are notarization options available on campus. This list of available notaries on campus can be found through the following link:**

<https://confluence.bethel.edu/pages/viewpage.action?spaceKey=prov&title=Notary+Public>

**Business Office Staff Only:**

Received: \_\_\_\_\_ Date

Received by: \_\_\_\_\_ Initials