

**UNIVERSITY OF WISCONSIN-MILWAUKEE EDUCATIONAL SERVICES
CREDIT AGREEMENT**

Print Name _____ **UWM ID #** _____
Last First MI

By signing below, I am entering into this Agreement, which will become effective on the date indicated next to my signature.

BACKGROUND:

I would like to enroll in and attend classes at the University of Wisconsin – Milwaukee (“**UWM**”).

At its discretion, UWM would like to provide certain educational services to me, including, but not limited to classes and coursework, housing, and meal plans.

In order to attend classes at UWM and remain registered for classes, UWM requires that I pay in full the amount of any fees, tuition, housing and meal plan costs, and other miscellaneous charges incurred in connection with my attendance at UWM, on the dates indicated by UWM for each semester (each such due date, a “**Fee Due Date**”).

UWM will provide me with access to an on-line “Panther Access to Web Services” (“**PAWS**”) account. Through my PAWS 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 UWM and the Fee Due Date for such amounts, and view the status of any financial aid I may be entitled to receive.

Although all amounts owed are payable on the relevant Fee Due Date indicated for such amounts in PAWS, UWM recognizes that students, including myself, may not make such payments in full on the relevant Fee Due Dates for each semester. At its discretion and if certain requirements are met, UWM would like to extend credit to me to allow me to pay certain past due amounts pursuant to an installment payment plan as detailed below (the “**Installment Payment Plan**”). Fees, tuition, room, and meal plan costs are eligible for placement on the Installment Payment Plan.

The Installment Payment Plan will allow me to make payments in two installments later in the semester. A 1% administrative fee will be assessed on all amounts placed on the Installment Payment Plan. However, interest or other finance charges will not be assessed on any amounts placed on the Installment Payment Plan unless and until any such installment payment becomes past due.

I am being asked to sign this Agreement now so that, in the event that I am unable to pay the entire balance of fees, tuition, room, and meal plans by the Fee Due Date for any fall or spring semester, UWM will place any eligible amounts on an Installment Payment Plan.

The consequences of failure to pay amounts owed by the relevant Fee Due Dates are outlined in the provisions below.

TERMS OF AGREEMENT

In consideration of the extension of credit to me, from time to time, by the Board of Regents of the University of Wisconsin System, on behalf of UWM, I hereby acknowledge and agree as follows:

1. Installment Payment Plan I agree that UWM may, at its discretion, place me on an Installment Payment Plan for any fall or spring semester during which I have failed to pay certain eligible outstanding amounts by the Fee Due Date for such semester, as detailed below:

(i) Installment Payment Plans are only available for the fall and spring semesters and only costs incurred for fees, tuition, room and meal plans for each semester may be placed on an Installment Payment Plan.

(ii) To qualify for an Installment Payment Plan for a given semester, I must make a minimum payment towards that semester's outstanding fees, tuition, room, and meal plan costs no later than the relevant Fee Due Dates; the minimum payment that is due will be displayed on my PAWS online statement of account as well as in the published fee fact information (see # 3 below).

(iii) At its discretion, UWM may place me on the Installment Payment Plan after the published fee due date for the relevant semester.

(iv) A one-percent (1%) administrative fee will be added to my account approximately two weeks after classes start (the "**Installment Payment Plan Fee**") and such fee is due no later than the first installment due date (see below). The Installment Payment Plan Fee will be calculated on the balance still due for eligible amounts placed on the Installment Payment Plan at the time it is assessed.

(v) An Installment Payment Plan for any given semester consists of two required installment payments. The first and second installment payments are due on the dates indicated in PAWS for such payment.

(vi) 50% of the total balance subject to the Installment Payment Plan will be due on each installment due date, plus the Installment Payment Plan Fee which is due no later than the first installment due date. If the total of any amounts placed on the Installment Payment Plan changes, UWM will adjust the installment amounts accordingly. At its discretion, UWM may allocate any adjusted amounts to one or both installment due dates.

(vii) Any amounts due and unpaid by any installment due date will accrue interest as indicated in section 2(ii) from such date. (Amounts placed on the installment plan will not accrue interest unless and until an installment payment is missed.)

(viii) UWM has the right to deny participation in any Installment Payment Plan for any semester without further notice to me.

2. Finance Charges & Amounts Owed. I agree to pay:

(i) The amount of any and all fees, tuition, housing, and meal plan charges, and any other charges related to UWM's provision of educational services to me, assessed by UWM and charged to my PAWS account.

(ii) Interest on any unpaid principal amount of any and all fees, tuition, housing, and meal plan charges and other charges related to UWM's provision of education services to me, from the Fee Due Date of each such amount (as indicated in PAWS), until such principal amount shall be paid in full, at a rate of 12% per year (1% per month); *provided, however*, that interest will not accrue on any amounts placed on a Installment Payment Plan until the due dates indicated in the Installment Payment Plan.

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

3. PAWS & Published Fees. I agree to use my PAWS account to obtain the most accurate and current information regarding any amounts owed and Fee Due Dates, to check that account monthly, and to read the on-line published fee fact information sheet located at the Bursar's website (<http://www.bfs.uwm.edu/fees/default.htm>) each semester for additional Installment Payment Plan, date and payment information.

4. Course Cancellation & Registration Hold. I understand that my failure to pay any amounts assessed by UWM, when due, 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.
5. Restriction of Records. I hereby authorize the UWM Registrar to restrict the use of my records to prevent my registration and to withhold my transcripts in the event that I fail to timely comply with the payment obligations of this Agreement.
6. 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 UWM 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 and I will be billed for that amount and any outstanding educational benefit overpayment. At its discretion, UWM 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.
7. Default. If I fail to make any payment when due, UWM 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 that same 15 day period.
8. Changes to Terms. UWM has the right to unilaterally make changes affecting the future terms of my account, including finance charges to be imposed, by mailing to me at my last known address notice of any such changes prior to their effective dates. Any such changes will only apply to future extensions of credit.
9. Prepayment. I may pay the remaining balance on my account or more than the minimum payment at any time to avoid or reduce future finance charges.
10. Term of Agreement. This Agreement is effective as of the date signed below and will continue to be in effect throughout my time of study at UWM.
11. 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.
12. Waiver of Notices, etc. I hereby expressly and severally waive by myself as the debtor, demand of payment, presentment for payment, notice of dishonor, notice of non-payment, and all other notices except those required by law, and I further agree that this agreement is controlled by the holding of Board of Regents of the University of Wisconsin System v. Mussallem 94 Wis.2d 657, 289 N.W. 2d 801 (1980), and that UWM may, without notice to myself as the debtor, and without affecting the liability of myself as the debtor, renew and/or extend this agreement, accept partial payment thereon, or settle or compromise the amount due or owing.
13. Release of Information. I am hereby being given notice and give my consent, as may be required by law, (i) to allow UWM, at its option, to report favorable and unfavorable credit information pertaining to myself (i.e., credit ratings, etc.) to credit bureaus and other non-campus third parties and, (ii) in the conduct of its credit granting and collection activities, to release my Social Security Number to non-campus third parties.
14. 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 costs of collection incurred by UWM 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 to pay any late fees assessed by UWM. I also understand that UWM may certify my past due balance to the Wisconsin Department of Revenue and make a claim for the total due against refunds, overpayments, lottery payments, or vendor payments owed me by the Department of Revenue or Department of Administration.

15. Marital Property Act. If I am married, I agree that any credit obligations incurred in connection with the Agreement will be incurred in the interest of my marriage or family. Further, I understand that no provision of a marital property agreement, a unilateral statement under Wisconsin Statute §766.59, or a court decree under Wisconsin Statute §766.70 adversely affects the interest of UWM as a creditor unless UWM, prior to the time credit is granted, is furnished with a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to UWM is incurred. I understand that if I wish to have a marital property agreement, unilateral statement or court decree considered in connection with the extension of credit under this Agreement, that I will enclose a copy of it with this Agreement.

In order to comply with the provisions of the Wisconsin Marital Property Act, I understand that it is necessary for me to provide the below information so that notice of the extension of credit can be provided to my spouse in the event that I am married:

Marital Status: (check one)

Unmarried

Married

Legally Separated / Date of Decree _____

If Married:

Spouse's Name: _____

Spouse's Address: _____

By signing below, I agree that I have read and understand the terms of this Agreement, agree that I will be bound by the terms and conditions contained herein, and certify that the information contained in Section 15 is true, complete and correct.

_____ **THIS IS A SAMPLE AND DOES NOT HAVE A SIGNATURE LINE** _____

ANY HOLDER OF THIS CONTRACT IS SUBJECT TO ALL THE CLAIMS AND DEFENSES, WHICH THE DEBTOR COULD ASSERT AGAINST THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, OR OBTAINED PURSUANT HERETO. ANY RECOVERY BY THE DEBTOR INVOLVING THIS AGREEMENT SHALL NOT IN ANY EVENT EXCEED THE AMOUNTS PAID BY THE DEBTOR HEREUNDER.
