

# PAYMENT AGREEMENT AND CREDIT ACCOUNT DISCLOSURE STATEMENT



**Pacific Union College**  
Student Financial Services  
One Angwin Ave.  
Angwin, CA 94508  
707-965-7200  
707-965-7615 (fax)  
1-800-862-7080, option 1  
student\_finance@puc.edu

Name \_\_\_\_\_ ID # \_\_\_\_\_ Date completed \_\_\_\_\_

**Instructions:**  
  
Please print clearly or type.  
  
Please sign and return this page within ten days to the address above.  
  
Please keep the yellow copy for your records.

## PAYMENT AGREEMENT

In consideration for the registration of the above named student (hereinafter "Student") at Pacific Union college (hereinafter "College") the undersigned (hereinafter "guarantor" and Student (collectively hereinafter "Debtor") agree(s) to pay College for the student's account (hereinafter "Account") under the terms as set forth below and Student further covenants and agrees as follows:

- 1. Debtor.** Debtor is personally liable for timely payment of all amounts as specified on the *Schedule of Payment*. However, in the event that through no fault of the "Student", financial aid does not provide the anticipated funds, Debtor shall have 30 days from notification of the unavailability of said funds to pay the amount scheduled thereunder. Notwithstanding any other provision herein, all amounts of money owing the College by Debtor (other than pursuant to another written loan agreement that provides for payment over a period of years) shall be paid in full on the earlier of: (a) when student withdraws from College; or (b) at the end of the academic quarter for which the financial aid was available.
- 2. Default.** Should default be made in payment of any installment due hereunder, the whole sum due hereunder shall become immediately due at the option of Pacific Union College.
- 3. Late Charge.** Debtor agrees to pay to the college as liquidated damages and not as penalty the sum of 5% of the amount of any late payment hereunder, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a breach.
- 4. Interest.** Debtor agrees to pay interest at the rate of 18% per annum on the unpaid balance with interest beginning 30 days after Debtor is no longer enrolled as a student at Pacific Union College. In the event that 18% is usurious as defined by Article XV of The California Constitution, the interest rate hereunder shall be the highest legally allowable.

- 5. Attorney's Fees.** If any legal action is necessary to enforce the terms of the agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. Debtor further agrees to pay any and all collection and or attorney's fees incurred by the College if said fees are incurred as a result of the Account becoming delinquent.
- 6. Credit Reporting.** Debtor authorizes the college to report any default by Debtor hereunder to credit reporting and credit-bureau organizations.
- 7. Transcripts.** Student authorizes the college to withhold Student's transcripts so long as any amount hereunder is unpaid.
- 8. Nature of Obligation.** The obligations of the parties provided in this Agreement are joint and several.
- 9. Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 10. Applicable Law.** This Agreement shall be deemed to have been entered into in Napa County, California, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of California. The parties agree that any dispute between the parties hereto shall be liquidated in the appropriate Court in Napa County, California.

***Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof, recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.***

## CREDIT ACCOUNT DISCLOSURE STATEMENT

1. During any monthly billing period, no finance charge will be imposed if you pay the full "New Balance" within 25 days after the "Closing Date" as shown on the statement for that period. Otherwise, finance charges accrue from the date each new transaction is posted to your account. Notwithstanding any other provision herein, no finance charge will accrue on a loan in deferment status as provided (if at all) in the loan agreement.
2. If you choose to pay less than the full New Balance, a finance charge will be included on your next monthly statement. The finance charge on your account will be computed by applying the interest rate to the "average daily balance" of your account. To get the "average daily balance," the beginning balance of your account each day is reduced by any payments or credits. This gives us the daily balance. Then we add all the daily balances for the billing cycle together and divide

the total by the number of days in the billing cycle. This gives us the "average daily balance."

3. The interest rate is 1.5 percent per months (which is an ANNUAL PERCENTAGE RATE of 18 percent).
4. A late charge (\$1 minimum and \$5 maximum) of 5 percent of the late amount will be imposed on any "Past Due" amount when not paid by the applicable "Payment Due Date," and on any "Current Due" amount when not paid within 30 days after the applicable "Payment Due Date."
5. Pacific Union College will retain a security interest in property purchased under this plan. Specifically, Pacific Union College will not release your transcripts and other documents in its possession, including but not limited to your diploma, in the event you are in default under any terms and conditions of a loan agreement with Pacific Union College.

## STUDENT

Name \_\_\_\_\_  
Date \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
College Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Signature \_\_\_\_\_

## GUARANTOR

The undersigned guarantees payment of all indebtedness (not including Federal/State aid) as evidenced by the payment agreement.

Name \_\_\_\_\_  
Date \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Signature \_\_\_\_\_