## Texas A&M University- Texarkana

#### Student/Third Party Sponsor Agreement (Page 1 of 3 Pages)

Student is to complete this form and deliver to the Business Office for review prior to Sponsor's approval.

1. Parties:

This agreement (" <b>Agreement</b> ") is made and entered into this by:	day of	, 20,
Last, First Middle	(hereafter known as " <b>ST</b>	<b>UDENT</b> ") and
Sponsor Name	(hereafter known as " <b>SP</b>	ONSOR"),

Sponsor Address

Sponsor City, ST, ZIP

and Texas A&M University-Texarkana (hereafter known As "A&M -TEXARKANA").

#### 2. Term and Termination:

This Agreement governs the sponsor/student relationship with **A&M - TEXARKANA** with regard to the semester, commencing on \_\_\_\_\_\_\_. Any party may terminate this Agreement at any time, with or without cause, by giving the other parties thirty (30) days written notice of termination.

#### 3. Consideration:

**SPONSOR** agrees to pay **A&M - TEXARKANA ()** on behalf of **STUDENT** for the specified semester's tuition and fees for sponsored classes by the due date according to the specified semester catalog. **SPONSOR** further understands that **STUDENT** may be denied credit for the work performed during the specified semester if the **SPONSOR'S** account balance under this agreement is not paid in full prior to the end of the specified semester.

**SPONSOR** and **STUDENT** expressly understand and agree that if **STUDENT** remains enrolled but drops one or more classes before the 12<sup>th</sup> class day, **SPONSOR** will not be billed for the tuition and fees applicable to the dropped classes provided that these classes are covered under this agreement. If **STUDENT** drops after the 20<sup>th</sup> class day, **SPONSOR** will be financially responsible for the class(es) dropped that are covered under this agreement. If **STUDENT** drops after the financially responsible for the 20<sup>th</sup> class day, the **SPONSOR** will be financially responsible for the 20<sup>th</sup> class day, the **SPONSOR** will be financially responsible for class up to the 20<sup>th</sup> class day, the **SPONSOR** will be financially responsible for the applicable percentage of charges as indicated in **A&M** - **TEXARKANA'S** refund policy for classes covered under this agreement. If **STUDENT** withdraws from all classes after the 20<sup>th</sup> class day, **SPONSOR** is financially responsible and will be billed for all classes covered under this agreement.

**STUDENT** acknowledges that they are the responsible party for all unpaid charges to their account. Therefore, **SPONSOR** and **STUDENT** understand that if the **SPONSOR** has not paid or refuses to pay the agreed upon amount for the sponsored classes in full by the end of the specified semester or at the time of withdrawal from the **STUDENT** at **A&M** - **TEXARKANA**, the unpaid balance is and will become the responsibility of the **STUDENT** and all outstanding balances due from the **SPONSOR** will be transferred to the **STUDENT**'S account. The **STUDENT** will be placed on financial hold and will be prohibited from registering for classes until full payment is made for the outstanding balance. Any unpaid balance transferred to the **STUDENT**'S account is not eligible for reinstatement to the **SPONSOR**'S account for the specified semester of this agreement.

**STUDENT,** and parent or guardian if applicable, acknowledge and agree that if **STUDENT** fails to make payments on **STUDENT'S** account by the specified due date(s), **STUDENT** agrees to pay Texas A&M University-Texarkana costs for collection, including any and all late fees, late registration fees, collection fees and attorney fees. **STUDENT** further agrees to receive phone/cell phone calls from Texas A&M University – Texarkana or its agents, subcontractors or independent contractors using any type of telephone equipment. **A&M - TEXARKANA** reserves the right to report STUDENT'S delinquent account to the Credit Bureau.

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#### 4. Due Date: SPONSOR'S final payment of STUDENT'S sponsorship is due and payable no later than:

Due Date (to be completed by Business Office)

#### 5. Billing Services:

**A&M - TEXARKANA** agrees to provide billing statements to the third party **SPONSOR** for the amount and semester specified for the sponsored classes. Additionally, any amount due and payable for classes not covered by this agreement and not due from the **SPONSOR** will be billed to the student. **STUDENT** agrees to pay any amount not paid by the **SPONSOR** by the due dates as established in the A&M Texarkana catalog.

#### 6. Amendments

This Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties. Such consent shall be evidenced by a written amendment to this Agreement executed by all parties. However, the parties expressly agree changes in state or federal law or The Texas A&M University System policy and regulations or **A&M** - **TEXARKANA** rules will control this Agreement.

#### 7. Assignment:

This Agreement may not be assigned or transferred in whole or in part without the prior written consent of all parties.

#### 8. Venue:

This Agreement is construed under and in accordance with the laws of the State of Texas, and is performable in the City of Texarkana, Bowie County, Texas; however, by statute, mandatory venue for all legal proceedings against **A&M** - **TEXARKANA** is to be in the county in which the principal office of the governing officer is located. At execution of this Agreement, such county is Bowie County, Texas.

#### 9. Dispute Resolution:

The dispute resolution process provided for in the Texas Government Code Chapter 2260 shall be used, in any attempt to resolve any unresolved claim for breach of contract arising under this Agreement and made by the **STUDENT** and **SPONSOR**.

#### 10. Family Educational Rights and Privacy Act (FERPA):

**STUDENT** represents he/she is over the age of 18 years and consents or, if under 18 years, has obtained and affixed to this Agreement the written consent of **STUDENT'S** parents, to the release of such educational records as may be needed to accomplish the aims of this Agreement. **SPONSOR** expressly acknowledges FERPA prohibits unauthorized disclosure of student information and **SPONSOR** can be held liable for such disclosure.

Note that **STUDENT'S** account will not reflect this sponsorship until this form has been properly completed and all signatures have been affixed by the **STUDENT** and authorized officials representing the **SPONSOR** and **A&M - TEXARKANA**.

# Texas A&M University- Texarkana

Student/Third Party Sponsor Agreement (Page 3 of 3 Pages)

SPONSOR (must be signed by authorized official):	
Name (print)	Title
Signature	Date
Business phone number	Fax
STUDENT	
Name (print)	CWID
Address	City
State	ZIP
Signature	Date
<b>STUDENT'S</b> parental consent (if under 18 years of age) Name of parent or guardian (print)	
Address	City
State	ZIP
Signature	Date
A&M TEXARKANA Approval:	
Name (print)	Title
Signature	Date
Return completed form to: Texas A&M University-Texarkana Attn: Business Office Manager 7101 University Avenue Texarkana, TX 75503-0597	