



**PREPAID TUITION PLAN APPLICATION AND AGREEMENT**

The Plan is applicable for a minimum of two years (four semesters) and a maximum of four years (eight semesters). Enrolled students may join the Plan at the beginning of the Fall or Spring Semester as long as four or more semesters are remaining in their undergraduate program. The tuition rate charged will be the rate in effect at the time the student joins the Plan, not the tuition rate in effect when the student initially entered the University.

APPLICANT INFORMATION

Student

Name: \_\_\_\_\_ SS # \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Major: \_\_\_\_\_

Student will be a:  Freshman  Sophomore  Junior

Applicant is pre-paying  8  7  6  5  4 semesters

The commencement/enrollment date of this Plan will be:  Fall  Spring Year: \_\_\_\_\_  
(MUST BE IN THE UPCOMING ACADEMIC YEAR)

Applicant for Plan

Name: \_\_\_\_\_ Relationship to Student: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

RECITALS

A. In order to fulfill the tuition obligations for the above-named student (“Student”), the above named applicant (“Applicant”) applies for the Roger Williams University Prepaid Tuition Plan (“Plan”) in accordance with all the terms and conditions set forth below, which shall constitute the Prepaid Tuition Agreement (“Agreement”) between Roger Williams University (“University”) and the Applicant.

B. Applicant certifies that he or she has read and understands all the terms and conditions of the Agreement and that his or her signature below evidences the intention to be legally bound by all the terms and conditions, upon acceptance of this application and Agreement by a duly authorized representative of the University.

## TERMS AND CONDITIONS

A. Student Eligibility Requirements. In order for a student's tuition to be paid under the Plan, all of the following requirements must be met:

- The Student must be currently enrolled as a full-time undergraduate student at the University or have been accepted for admission as a freshman at the University at the time this Agreement is made.
- If accepted for admission as a freshman the Student must enroll as a full-time matriculating undergraduate student in the upcoming Fall or Spring Semester in the year this Agreement is made.
- The Student must not be eligible for financial aid (including merit scholarships).

B. Obligations of the University. Conditioned upon compliance with all of the terms and conditions of this Agreement, the University agrees to provide the number of consecutive semesters referenced above (traditional Fall and Spring semesters) of an undergraduate educational program for the Student.

C. Cost of the Plan. Following the acceptance of the Student by the University and prior to, as applicable, July 1 (if the commencement/enrollment date referenced above is a Fall Semester) or January 1 (if the commencement/enrollment date referenced above is a Spring Semester), the Applicant must make payment in full to the University for number of semesters of undergraduate tuition referenced above at the tuition rate in effect for undergraduate students at the University for that upcoming academic year. The total prepaid tuition shall belong to the University exclusively from and after its receipt thereof, without obligation to account to Applicant for any payment or income earned thereon. Applicant's rights are limited to the right to receive a refund as provided in accordance with Paragraph F, below.

If Student is enrolled (or, if a freshman, is planning to enroll) as an Architecture major, the tuition payable shall be the Architecture major rate not the regular full-time undergraduate rate.

D. Transferability of Plan. This Plan only applies for undergraduate students matriculated at the main campus of the University and shall not be transferable for any continuing studies or graduate education, education at any other institution, or for the education of any other student.

E. Limitations and Exclusions.

- The Plan covers only the basic tuition costs for the Student as a full-time matriculated undergraduate student under this Agreement. All other University charges, including, without limitation, fees, charges, room and board costs, book charges, and charges for credit hours exceeding full-time study (over 17 credits) are not covered by this Agreement, and shall be billed in accordance with regular University policy.
- This Agreement: (i) in no way waives any academic or other University requirements which the Student must meet in order to remain a full-time matriculated undergraduate student in good standing at the University; and (ii) in no way requires or guarantees the Student's continued attendance at the University. Should the Student at any time or for any reason cease to be a full-time matriculated student at the University, this Agreement shall be terminated, and the sole and exclusive remedy shall be the Applicant's receipt of a refund in accordance with the provisions of Paragraph F, below.
- The University's obligation to provide an educational program in accordance with Paragraph B, above, applies only for the number of consecutive semesters referenced above beginning with the initial commencement/enrollment semester.
- The Plan does not cover the Student's tuition for participation in any program apart from the traditional Fall and Spring Semesters, such as the University's Winter Intersession, Summer Mini-Mester, and Summer Sessions.

- The Plan does not cover the Student's tuition for participation in any program for which there are tuition costs above the University's, such as study abroad during a Fall or Spring Semester. If the Student participates in such a program, an amount equal to the difference between the University's regular tuition rate for that semester and the tuition rate for the program (for that semester) will be billed in accordance with the University policy.

F. Refund of Prepayment. If for any reason the Student voluntarily or involuntarily ceases to be full-time matriculated undergraduate student at the University, the Applicant shall be entitled to a refund as follows:

- The amount determined by multiplying (i) the number of unused semesters, excluding any semester during which withdrawal occurs, over the total number of semesters pre-paid; (ii) by the prepayment made pursuant to Paragraph C, above. **The refund shall not include any interest on the prepayment.**
- Any refund available for a semester during which withdrawal occurs shall be made in accordance with the University semester tuition refund policy in effect for the semester in which the Student withdraws.
- The University shall have the right to offset any tuition or non-tuition charges incurred by the student prior to making any applicable refund.

G. Governing Law. This Agreement shall be enforced and construed in accordance with the laws of the State of Rhode Island.

H. Jurisdiction and Venue. The jurisdiction of any proceeding between the Parties arising out of or with respect to this Agreement shall be in a court of competent jurisdiction in the State of Rhode Island. Each Party shall be subject to personal jurisdiction of the courts of the State of Rhode Island.

I. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and may not be modified, amended or terminated except in accordance with the above terms or any written agreement signed by each of the parties.

J. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors.

K. Assignment. This Agreement shall not be assignable.

\_\_\_\_\_  
Signature of Applicant

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

Roger Williams University

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

By: \_\_\_\_\_  
Jerome Williams  
Senior Vice President for  
Finance & Administration

**Return completed form to:**  
Office of the Bursar  
Roger Williams University  
1 Old Ferry Road  
Bristol, RI 02809