



### **Third Party Tuition Payment Agreement**

This Third Party Tuition Payment Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ ("Third Party"), and Harrisburg Area Community College (HACC).

#### **Background**

HACC is a community college that provides college level classes and other educational services (the "Services"). Third Party wishes to contract with HACC for the provisions of Services to certain of Third Party's employees or other individuals (the "Students"). HACC wishes to provide the Services to the Students upon Third Party's agreement to pay for the Services and under and subject to the terms and conditions set forth herein.

#### **Agreement**

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Services.** Third Party hereby contracts with HACC for the Services and for the Students more thoroughly identified on one or more Third Party Letters of Consent (each a "Letter of Consent"), in the form attached hereto as Schedule "A." Each Letter of Intent shall be signed by the Student and by an authorized representative of Third Party. Letters of Intent may be submitted by Third Party to HACC from time to time and, once accepted by HACC, each Letter of Intent shall be deemed to be incorporated into and a part of this Agreement.
2. **Payment.** Third Party agrees to make payment for the payment of the tuition and fees identified on the Letter of Intent. Invoices shall be sent to Third Party after approximately 20% of completion of the term for which the Services are provided, and payment is due within 30 days of Third Party's receipt of the invoice. Third Party agrees to reimburse HACC for its costs and expenses, including reasonable attorney fees, in the event any invoice is referred to collection.

3. Third Party Liability Absolute. Third Party's obligation to pay the tuition and other fees set forth in the Letter of Intent (except where the Services are not offered by HACC) is absolute and unconditional. Without limiting the generality of the foregoing, it is specifically agreed that Third Party's liability under this Agreement is NOT contingent upon: a) the Student's receipt of any financial aid or other financial assistance from any source; b) the Student's completion of or passing of any course or other component of the Services; c) the Student's receipt of any specific grade or certification in any course or other component of the Services; d) the Student's attendance at any minimum number of classes or other sessions in connection with the Services, e) the Student's satisfactory evaluation of the Services; f) the termination of Student's employment by Third Party; g) the Student's failure to comply with any other requirement imposed by Third Party upon Student in connection with the Services; or h) the Student's failure to comply with any requirement or rule established by HACC.
  
4. Cancellation, or Modification of Services. HACC reserves the right to modify or cancel the Services set forth on any Letter of Intent, without prior notice to Third Party. In the event of cancellation of the Services, or in the event of a material modification to the Services, Third Party shall be entitled to a full or pro-rata refund as provided for in HACC's standard refund policy.
  
5. Application of Payments Received. Unless otherwise agreed in writing, payments received by HACC on behalf of Students shall be applied in the following order:
  - (1) Financial Aid - Grants/Scholarships
  - (2) Amount agreed to be paid by Third Party pursuant to this Agreement;
  - (3) Financial Aid - Loans
  
6. Third Party Contact Information. The contact information for Third Party is as follows (all fields are required):

Third Party Name: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Website Address (if applicable): \_\_\_\_\_

7. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes any prior or contemporaneous statements, communications, or understanding with respect to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless in writing and signed by the party affected.

8. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Approvals/Signature:

\_\_\_\_\_  
Third Party Management Signature / Date

\_\_\_\_\_  
Third Party Management Name Printed

\_\_\_\_\_  
HACC VP Finance & College Resources Signature / Date

The original and 1 copy are to be mailed to the following address:

Harrisburg Area Community College  
Attention: Student Accounts  
One HACC Drive  
Harrisburg, PA 17110

Upon HACC's acceptance, a fully executed copy of the contract will be returned to the Third Party.