

APPLICATION FOR TALENT DEVELOPMENT INCENTIVE LOAN PROGRAM (TDIL PROGRAM)

SCHOOL/LENDER INFORMATION

Southern Utah University Loan Collections 351 West University Blvd, BB207D, Cedar City,
Utah 84720

BORROWER APPLICATION INFORMATION

I, the undersigned, hereby certify that the information I provide in this Application is and correct in all material respects.

1. Name (last, first, middle initial) and Permanent Address:

2. Social Security Number: _____

3. SUU T# Number: _____

4. Date of Birth (mm-dd-yyyy): _____

5. Driver's License State and Number: _____

6. Email Address: _____

7. Area Code/Telephone Number: _____

8. I acknowledge that I have successfully completed at least 12 credit hours (full time) of course work, for two terms, at an institution of higher education. (Note: to qualify for a loan under the TDIL Program, you must have completed at least one term, if you are seeking an Associate's Degree, and at least two terms if you are seeking a Bachelor's Degree): Yes No

List the institution's name: _____

9. Confirm whether you are (or will be) enrolled as a full-time student (i.e., at least 12 credit hours) at Southern Utah University for the academic term to which you are requesting a loan under the TDIL Program: Yes No.

TALENT DEVELOPMENT INCENTIVE LOAN PROGRAM
TERMS & CONDITIONS

The foregoing represent the terms and conditions (the "Terms") to which the undersigned Southern Utah University student (hereafter, "you," "your") will be subject upon your receipt of any loan from Southern Utah University to you under the State of Utah Talent Development Incentive Loan Program (the "TDIL Program" or the "Program"), created by Utah Code §§ 53B10-202 et. seq., as amended (the "TDILP Act"), and further subject to Utah Board of Regents Rule 76515, as amended.

1. Promissory Notes. For each disbursement to you under the TDIL Program, you must execute an interest bearing promissory note (each "Note") reflecting the amount to be loaned to you under the Program for that academic term, a form of which Note is attached hereto as Attachment A.
 - a. Amounts loaned to you under the Program will not exceed the maximum amounts allowable under the Program, as specified in the TDILP Act, rules and regulations adopted by the Utah Board of Regents under the statute, including R615, and all applicable Southern Utah University policies.
 - b. Specific amounts loaned to you will be set forth on Attachment A of the applicable Note.
 - c. Under each Note, the principal amount that you owe, and are required to pay will be the sum of all disbursements that are made plus any unpaid interest that begins accruing on the principal amounts you receive under that Note, as of Interest Effective Date (defined in Section 4 below).
 - d. Each Note that is subject to these Terms is separately enforceable based on a true and exact copy of that Note. At or before the time of the first disbursement subject to that Note, you will receive a disclosure statement identifying the amount of the loan and additional terms of the loan, referred to as a Truth in Lending Act Disclosure (a "TILA Disclosure"). The TILA Disclosure contains important additional information, and is hereby incorporated into these Terms.
 - e. Southern Utah University may use a loan servicer to handle billing and other communications related to your obligations under the Note.
2. Certifications. Under penalty of perjury, you hereby certify as follows:
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- c. I meet all of the qualifying criteria as specified in the TDILP Act and Board of Regents Policy R615 and agree to remain qualified for any academic term for which I receive funding from the Program.
 - d. I have never been convicted of, nor have I pled nolo contendere (no contest) or guilty to, a crime involving fraud in obtaining funds under a program authorized under Title IV of the Higher Education Act of 1965, as amended, including by way of example the Federal Pell Grant, FSEOG, SMART Grant, Leveraging Educational Assistance Partnership Grant, Teacher Education Assistance for College and Higher Education (TEACH) Grant, Federal Work-Study (FWS), Federal Perkins Loan, Direct Loan, and FFEL Programs.
3. Authorizations. With respect to each loan request you submit to Southern Utah University under the TDIL Program, you hereby authorize Southern Utah University (directly, or through its authorized agents and/or contractors):
- a. To confirm your eligibility (or continuing eligibility) under the Program;
 - b. To credit any amounts loaned to you under the TDIL Program to your student account at Southern Utah University;
 - c. To investigate your credit record, and to report information about your loan status to persons and organizations permitted by law to receive information;
 - d. To share information relating to your participation in the TDIL Program with State of Utah departments, agencies, units or institutions of higher education;
 - e. To verify, with Federal and other Utah State agencies, information you report in connection with the TDIL Program;
 - f. To contact you regarding your Program loan requests and loans, including repayment of your loans,

- b. As more specifically provided in these Terms, you will be eligible for loan forgiveness under

7. Loan Deferment, Grace Period and Forbearance

a. Deferment All of your repayment obligations under the Notes automatically will be in deferment for those periods during which any of the following circumstances exist:

- i. Any academic term during which you are enrolled as a student at least one-half-time (i.e., at least 6 credit hours) at an institution of higher education recognized by the U.S. Department of Education's National Student Loan Data System (in each case, an "NSLDS Institution").
- ii. That period following your graduation with a Qualifying Degree during which you are a Utah resident and remain continuously employed in a Qualifying Job (or a job deemed by Southern Utah University sufficiently related to your Qualifying Job) in

Forbearance may also be granted, without regard to your financial status as required by law, for active military service. You agree to promptly notify SUU, in writing, as soon as those conditions for which you received forbearance no longer exist. Forbearance is only effective upon notice in writing from SUU that a forbearance has been granted. Forbearance of your payment obligations might be subject to periodic review to permit SUU to determine whether those conditions for which you received forbearance continue to exist.

8. Late Charges, Collection Costs and Fees

a. SUU may collect from you:

i. A late charge of 20% of the amount due, or those amounts specified in the applicable rate schedule, for each month that the amount is not paid by the due date.

- c. If you default on your payment obligations, subject to applicable laws, the default will be reported to nationwide consumer reporting agencies (credit bureaus) and could significantly and adversely affect your credit history. Breach of a material term might also result in SUU exercising one or more of the following remedies: (i) placement of an academic hold on your records to prevent the release of transcripts or diploma and stop any future registration, (ii) referral to an outside collection agency, and (iii) garnishment of your state tax refund through the state's FINDER\$ Program.

10.

ATTACHMENT A
Southern Utah University
Utah Talent Development Incentive Loan Program
PROMISSORY NOTE

Lender: Southern Utah University	Note Issue Date:
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Borrower:

SUU T#:

Birth Date:

PLEASE READ THE TERMS OF THIS
PROMISSORY NOTE CAREFULLY

2. Promissory Note.

For value received, I promise to pay SUU or the subsequent holder of this Note, the full amount of the Loan, plus any accrued and unpaid interest thereon.

SUU and I agree that the following terms apply to this Note, in addition to all other terms and conditions included in the Loan Agreement, which are incorporated in this Note by reference:

- A. **Interest Rate.** Interest on the Note will begin to accrue at the expiration of any applicable grace and Loan deferment periods, as described in the Loan Agreement (the "Interest Effective Date"), at an annual percentage rate of five percent (5%) on the unpaid balance, accrued monthly. This interest will not be capitalized on the Note principal amount, as provided in the Loan Agreement. In other words, interest will be calculated on the unpaid principal amount only. Prior to the Interest

LEGAL NOTICES

NOTICE ABOUT SUBSEQUENT LOANS MADE UNDER THESE TERMS

