

# Meal Plan Contract Terms and Conditions (non-student) Academic Year 2023/2024

I. Eligibility and General Overview

- A. This contract is conditional upon employment as a faculty or staff member or an active Long-Term Visitor status at Kennesaw State University ("University") during the Fall 2023 and Spring 2024 semester.
- B. The University reserves the right not to contract with persons who are currently violating the terms and conditions of a housing and/or meal plan contract, or who have violated University and/or University Dining rules or regulations, or who have a past due balance with the University.
- C. Meal plans include meals that are personal, nontransferable, and non-assignable. To access meal plans, guests must present their own KSU ID card.

#### **II. Contract Period**

- A. This contract is effective only for the Fall 2023 and Spring 2024 semesters, from August 13, 2023 – May 6, 2024. Meal plans purchased within this period will not be prorated or refunded.
- B. The University shall not be responsible for any failure to provide meals in the event conditions exist not wholly within its control (e.g. Acts of God, fire, strikes, public disturbances, natural disasters, etc.).

#### **III. Dining Locations**

- A. The University shall provide a variety of dining locations on both the Kennesaw and Marietta campuses during the contract period in §II-A. Hours of operation for each of these locations are at the discretion of the University and may be changed at any time. No specific hours or dining location availability is guaranteed.
- B. Meal Plans can be utilized only in The Commons -(Kennesaw), Stingers (Marietta), High Point Café (Kennesaw), and applicable food trucks and only during the Contract Period in §II-A.
- C. Commons services will be unavailable from Dec. 4, 2023 Dec. 11, 2023

### **IV.** Charges & Payments

- A. Meal plan rates can be found online at dining.kennesaw.edu. Rates are up to the discretion of the University and may change annually.
- B. Meal Plan holders are responsible for all meal plan charges, whether or not the plan is utilized within the specific contract period. There is no refund for unused meals.
- C. University Dining may withdraw meal privileges for failure to pay charges by the required date. If meal privileges are withdrawn, the meal plan charge will not be refunded.

#### V. Termination of Contract

- A. Meal plans for non-students may be purchased in-person with a credit or debit card or through a Payroll Deduction Authorization. All purchases/deposits are final and nonrefundable outside the provisions of this contract.
- B. University Dining may terminate this contract and immediately cancel a meal plan for any of the following reasons:
  - a. Meal Plan holder failure to pay any charges or payments by the due date:
  - b. Violation of University Dining rules or regulations;

## VI. Governing Law

A. This agreement shall be governed pursuant to the laws of the State of Georgia, without regard to its choice of law principals.