

# Fall 2023 MEAL PLAN CONTRACT

Name ( <i>print</i> ): _____	KSU NetID: _____
Main Campus ( <i>check one</i> ): <input type="checkbox"/> <b>Kennesaw</b> <input type="checkbox"/> <b>Marietta</b>	KSU ID #: _____  Phone: _____

This is a contract providing dining accommodations to an active Student for the Contract Period identified below on the terms and conditions stated herein and stated in a separate document, entitled "Meal Plan Guidelines Terms and Conditions," which is attached hereto and incorporated herein.

**Select Your Plan(s):**

- |  |  |
|--|--|
| Access 25 (\$10.28/meal) - \$257 <input type="checkbox"/>            | Weekly 12 + 390 DD - \$1910 <input type="checkbox"/>   |
| Access 40 (\$9.85/meal) - \$394 <input type="checkbox"/>             | Weekly 10 + 405 DD - \$1910 <input type="checkbox"/>   |
| Access 80 (\$9.39/ meal) - \$751 <input type="checkbox"/>            | 3 Square + \$100DD - \$2,273 <input type="checkbox"/>  |
| Access 120 (\$8.58/ meal) - \$1,029 <input type="checkbox"/>         | \$52.50 Dining Dollars - \$50 <input type="checkbox"/> |
| Access 50 + \$50 DD (\$9.10/meal) - \$505 <input type="checkbox"/>   | \$107 Dining Dollars - \$100 <input type="checkbox"/>  |
| Access 20 + \$300 DD (\$10.25/meal) - \$505 <input type="checkbox"/> | \$220 Dining Dollars - \$200 <input type="checkbox"/>  |
|  | \$336 Dining Dollars - \$300 <input type="checkbox"/>  |

I/We the undersigned Student and Guarantor, if applicable, certify that I/we have read in full both this Meal Plan Contract including the Meal Plan Guidelines Terms and Conditions and understand that it constitutes a contract ("Contract") with the Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University ("the University").

By signing below, Guarantor binds himself/herself to an absolute and unconditional guaranty of the financial obligations set forth herein. A student under the age of eighteen (18) years is required to have this Contract guaranteed by a parent, guardian, or other persons of legal responsibility ("Guarantor"); the execution of this Contract by Student and Guarantor, if applicable, constitutes acceptance of the terms of the Contract. This Contract becomes effective upon the date of last execution.

**Student Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**KSU Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contract Guarantor (required for all students under 18 years of age):**

Name ( <i>print</i> ): _____	Signature: _____
Home Address: _____ _____	Relationship to Student: _____
	E-mail: _____



## Fall 2023 Meal Plan Guidelines

### Terms and Conditions

#### **I. Eligibility and General Overview**

- A. This contract is conditional upon admission to the University and does not guarantee admission or acceptance to the University. To be eligible to purchase a meal plan, a person must be currently enrolled in and attending at least one class at Kennesaw State University ("University") during the Fall 2023 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.  
Please review the Codes of Conduct:  
<https://www.kennesaw.edu/dean-of-students/scai/codes-of-conduct.php>
- C. Meal plans can include meals and Dining Dollars and are personal, non-transferrable, and non-assignable. To access meal plans, meal plan participants must present their own KSU Talon card. Attempts to use a Talon Card in a dining location that is not yours will result in confiscation of the card to be returned to the owner.

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

- A. This contract is effective only for the Fall 2023 semester, from August 13, 2023 – December 11, 2023. Voluntary meal plans purchased within this period will not be pro-rated.
- B. Meal service will be unavailable Nov. 18, 2023 – Nov. 25, 2023
- C. 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. The meals portion of the meal plans can be utilized only in The Commons (Kennesaw) or Stingers (Marietta), applicable Food Trucks or High Point Café (Kennesaw) and only during the Contract Period in §II-A. Dining Dollars can be used in any University-operated dining location.
- C. The Commons service will be unavailable Dec. 4, 2023 – Dec. 11, 2023.

#### **IV. Meal Plan Requirements**

- A. Residential students will automatically receive a Residential Meal Plan based on the current number of earned credit hours reflected on the student academic transcript. For details, see: <https://dining.kennesaw.edu/meal-plans/residential.php>

#### **V. Exceptions to Meal Plan Requirements**

- A. SPSU students that completed the Spring 2015 semester and who were sophomores, juniors, or seniors as defined in §IV-A at the conclusion of the Spring 2015 semester will be exempt from the meal plan requirements as long as they remain actively enrolled at the University.

#### **VI. Promotional Meals and Dining Dollars**

- A. Meal Plan promotional bonuses may apply and are effective over the same dates as the corresponding Meal Plan purchase.
- B. Unused promotional Meal Plan balances will expire per the conditions in §II-A and §VIII-C
- C. Per the conditions defined in §IX, in the event of a contract termination, the value of promotional bonuses (meals and/or dining dollars) will be deducted from the refund amount.

#### **VII. Meal Plan Upgrades and Optional Purchase**

- A. Residential students may elect to upgrade their minimum required plan to a larger meal plan via their Owl Express account or completing a Contact Form through University Dining website. The total cost of the larger plan will be applied to the student's account and payment is due per the conditions in §VIII.
- B. Residential Meal Plan upgrades and changes are available through 11:45 PM of Drop-Add, August 18th.  
Exceptions made after this point will incur a \$35 administrative fee.
- C. Optional meal plans may be purchased via the Transact Mobile Ordering app or in person with authorization from a Meal Plan Office representative. All online purchases/deposits are final and nonrefundable outside the provisions of this contract.

#### **VIII. Charges & Payments**

- A. Meal plan rates can be found online at [dining.kennesaw.edu](http://dining.kennesaw.edu). Rates are up to the discretion of the University and may change annually.
- B. Meal plan charges for required plans will be included on the student account via Owl Express and must be paid in full to the Bursar's Office by the appropriate payment deadline. Failure to pay will result in the student's classes being dropped for nonpayment.
- C. Students and non-students 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 or Dining Dollars. Unused Dining Dollars from Fall 2023 semester will carry into Spring 2024 semester. Unused Dining Dollars at the close of Spring 2024 semester will revert to the university. If a student fails to enroll in courses for the Spring 2024 semester, unused Dining Dollars will be forfeited at the conclusion of the Fall 2023 semester.
- D. 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.

#### **IX. Termination of Contract**

- A. Neither students nor non-students may terminate this contract except upon official withdrawal or separation from the University or under extraordinary circumstances with written approval from University Dining. Refunds, if applicable, will be issued in the form of a credit.
- B. Refunds for residential students who have been granted a contract termination will be based on the Registrar's calendar (plus any Dining Dollars usage) or actual meal plan usage, whichever is greater, and a \$35 administrative fee. Proration rates can be found online at [dining.kennesaw.edu](http://dining.kennesaw.edu).
- C. Refunds for non-residential students who have been granted a contract termination will be based on the actual meal plan usage at the door entry rate and a \$35 administrative fee, per plan.
- D. In accordance with the University's refund schedule, refunds will not be issued after the 60% completion date of the semester, per the Registrar's calendar. Exceptions will be made per the conditions in §IX-A.

#### **X. Governing Law**

- A. This agreement shall be governed pursuant to the laws of the State of Georgia.

## **XI. Take Out Club Eligibility and Participation**

- A. Purchase of any meal plan deems the meal plan holder eligible for the Take-Out Club Program offered by the dining halls. This program is free of charge.
- B. To start participating in the program, the meal plan holder must stop by the meal plan office on either campus to pick up a takeout token.
- C. The takeout token may be redeemed for a takeout box at the register. The meal plan holder must state to the cashier prior to swiping that they will be taking out. If the meal plan holder is dining in and taking a box to go, they must swipe 2 times.
- D. When the meal plan holder is done with their box, they must rinse it out before returning. If they would like to take out again, they will trade their dirty box for a clean box with the cashier. If they do not want to take out, they will trade their dirty box for a takeout token that can be redeemed for a box another time.
- E. If the meal plan holder loses their box or token, they must pay \$15 Dining Dollars or K-Cash to replace it and continue participation in the program.
- F. All takeout boxes must be returned prior to the end of the semester.