



SUMMER 2023 STUDENT MEAL PLAN CONTRACT

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

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

Desired Meal Plan:

- Access 10 (\$110)
- Access 20 (\$210)
- Access 40 (\$410)
- Access 80 (\$775)
- Access 100 (\$925)
- \$25 Dining Dollars (\$25)
- \$52.50 Dining Dollars (\$50)
- \$107 Dining Dollars (\$100)
- \$220 Dining Dollars (\$200)

I/We the undersigned Student and Guarantor, if applicable, certify that I/we have read in full both this Meal Plan Contract ("Contract") and the secondary document entitled Student Meal Plan Contract Terms and Conditions ("Terms") and understand and agree that the Terms are incorporated into this contract and both documents constitute the Contract. I/We acknowledge that Kennesaw State University ("the University") will not provide any meals unless personal guarantee of payment of Contract and any extension thereof when due and in accordance with the Contract and the regulations of the University, together with all expenses incurred by the University in collecting any amount not paid when due, including reasonable collection fees, attorney's fees, court costs, and other costs. By signing below, Guarantor binds himself/herself to an absolute and unconditional guaranty and waives any defense of discharge.

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 Contract. Failure to obtain a required guarantor's signature does not negate the Contract. This Contract becomes effective upon the date of last execution.

Student Signature: _____ **Date:** _____

KSU Representative: _____ **Date:** _____

Contract Guarantor (<i>required for all students under 18 years of age</i>):	
Name (<i>print</i>): _____	Signature: _____
Home Address: _____	Relationship to Student: _____
	E-mail: _____



Summer 2023 Meal Plan 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 Summer 2023 semester.
- B. Alternatively, a person may purchase a meal plan if they are employed as faculty or staff at the University.
- C. 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.
- D. Meal plans include meals and/or Dining Dollars and are personal, non-transferable, and non-assignable. To access meal plans, students must present their own KSU ID card. Please see the KSU Codes of Conduct for more information. <https://www.kennesaw.edu/dean-of-students/scail/codes-of-conduct.php>

II. Contract Period

- A. This contract is effective only for the Summer 2023 semester, from May 30, 2023 - July 26, 2023. Meal plans purchased within this period will not be pro-rated.
- B. Meal service will be unavailable June 19th and July 4, 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. University shall provide a variety of dining locations during the contract period. Hours of operation for each of these dining locations are set at the discretion of the University and may be changed at any time. No specific hours or dining location availability is guaranteed. Information on specific hours of operation can be found online at dinning.kennesaw.edu
- B. The meals portion of the meal plans can be utilized only in The Commons (Kennesaw), Stingers (Marietta), or High Point Cafe and only during the Contract Period in §II-A. Dining Dollars can be used in any University-operated dining location.

IV. Meal Plan Requirements

- A. For Summer 2023, there are no meal plan requirements. All meal plans are voluntary.

V. Meal Plan Purchases

- A. Summer meal plans may be purchased via the Transact Mobile Ordering app or in person with authorization from a Meal Plan Office representative. All purchases/deposits are final and nonrefundable outside the provisions of this contract.
- B. All purchases/deposits are final and nonrefundable outside the provisions of this contract.

VI. Charges & Payments

- A. Meal plan rates vary by plan type and can be found online at dining.kennesaw.edu. Rates are up to the discretion of the University and may change annually.
- B. Meal plan charges included on the student account must be paid in full to the Bursar's Office by the student's specific payment deadline. Failure to pay will result in the student's classes being dropped and a hold placed on the student's account.
- 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 revert to the University at the close of the Summer 2023 semester.
- D. University Dining may withdraw meal privileges for failure to pay charges by the required date. If meal privileges are withdrawn, the amount charged for the meal plan contract will not be refunded.

VII. 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 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.

VII. Governing Law

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

VIII. Takeout Club Program

- 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 to sign up and receive 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.