

# Student Dining Meal Plan Contract

## Terms and Conditions 2023/2024

### 1. Acceptance of Terms and Conditions.

By entering your initials in the box below (explicit contract acceptance), or by making payment(s), payment arrangements, and/or using the Meal Plan (implied contract acceptance), the Purchaser that is signing is agreeing to be bound by these terms and conditions and is responsible for the full term of the contract. Purchaser is defined as any CSUSM Student, CSUSM Faculty member, CSUSM Staff member, or parent/guardian of a CSUSM Student.

### 2. Cancellations and Refunds.

A Purchaser may be excused from the contract under the conditions provided in sections 2(a)(b)(c) below. A Purchaser excused from the contract is eligible for a pro-rated refund of the unused portion of their Meal Plan and unused Dining Dollars.

- a. The student withdraws from the University, or the student is leaving the University as required by an academic program (e.g., student teaching, study abroad, full time internship, etc.). It is the sole responsibility of the student to contact CSUSM Dining Services upon withdrawal from the University. Any refunds will be pro-rated based on the official date of withdrawal or last use of meal plan whichever is later. Should the student fail to notify CSUSM Dining Services of a withdrawal during the time in which the meal plan is active, then no refund will be given. Students must notify CSUSM Dining Services by emailing [dining@csusm.edu](mailto:dining@csusm.edu) with the official CSUSM withdrawal information.
- b. A student cancels their enrollment prior to the start of the semester and/or prior to move-in, whichever takes place first, for the Fall or Spring semester. No cancellation fee will be charged if the request is in writing and received prior to the move-in day for residents, and prior to the start of the semester for commuter students for that semester.
- c. A CSUSM Faculty or CSUSM Staff member leaves their employment at CSUSM. It is the sole responsibility of the faculty/staff member to contact CSUSM Dining Services upon leaving the University. Any refunds will be pro-rated based on the official date of the last use of meal plan. Faculty/Staff must notify CSUSM Dining Services by emailing [dining@csusm.edu](mailto:dining@csusm.edu) with the information.

### 3. Student Conduct.

Student agrees to follow CSUSM Standards for Student Conduct

[https://www.csusm.edu/dos/studres/standards\\_student\\_conduct.html](https://www.csusm.edu/dos/studres/standards_student_conduct.html) and CSUSM Corporation policies and procedures [https://www.csusm.edu/corp/businesssvcesandfinance/policies\\_proc\\_forms/index.html](https://www.csusm.edu/corp/businesssvcesandfinance/policies_proc_forms/index.html). All students are expected to be good citizens and engage in responsible behaviors that reflect well upon their university. Any student whose conduct or behavior in or about food service venues is disruptive or in violation of law or university regulations may be subject to university disciplinary action. Violations of the Standards for Student Conduct will be referred to the Dean of Students Office. The University may revoke the student's meal plan based on violations of the standards for student conduct.

### 4. No Transfer or Unauthorized Use.

Purchaser's dining plan is not transferable. The value of the dining plan may not be resold, assigned, transferred, or used by anyone else. The price reduction at Campus Way Cafe is limited to purchases for consumption by the participating Purchaser's only. Assisting unauthorized persons to use your dining plan is in violation of the terms and

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conditions of this agreement. Unauthorized use of the meal plan, use by a party other than the person identified on the meal plan, and tampering with or altering the meal plan, warrant confiscation and possible disciplinary action by the University as well as immediate removal from the meal plan program without a refund.

### **5. Student's Dietary Restrictions.**

If student has any dietary restrictions due to food allergies, food intolerances, and/or other dietary concerns that necessitate a medical exemption, they must notify CSUSM Dining Services as soon as possible and will be required to provide certified information from a medical professional. CSUSM Dining Services, will review the request and may request additional information from the student to make a determination. Cancellation or termination of the dining plan will be permitted only under the most adverse circumstances that render it unreasonable for Dining Services to provide the services to the student and will be effective for one academic year. Students who receive approved waivers for dietary reasons and who are residing in North Commons must request exemption from the meal plan each academic year.

### **6. Housing Residents (North Commons, University Village, and QUAD).**

North Commons Residents. All students living in the North Commons housing facility are required to have one of the required Residential Meal Plans (Cougar Blue, Tukwut or Paw Plan, Flex Plan-with exemption) for the entire academic year. There is no meal plan requirement for the summer term. North Commons Residents must select their Fall meal plan prior to move-in day. If meal plans are not chosen by move-in, the student will experience delays in the move-in process. Students must select their Spring meal plan prior to January 10th. If a meal plan is not selected prior to this date, the North Commons resident will automatically be enrolled in the same meal plan they had for the Fall semester.

### **7. University Village and QUAD.**

The University Village Apartments and QUAD were designed as apartment style residences with full kitchens and are not required to have a meal plan, though participation in the dining plan is encouraged.

### **8. Meal Plan Schedule.**

Meal plans will be available for use beginning August 25, 2023 and ending on May 18, 2024. There are 235 days of service per academic year. Meals scheduled during the University-sponsored Week of Welcome (WOW) are included in the dining plan and available at the WOW designated mealtimes and specific venues on campus. During the academic year, Meal Plan access coincides with the Housing occupancy dates defined in the 2023-2024 Housing License. Location availability and meal plan access will be limited during holidays and academic breaks. This is factored into the cost of the meal plan. Please refer to <https://www.csusm.edu/dining/locations/index.html> for the most current information on all dining locations and hours. **All campus dining locations are closed between December 24, 2023 and January 1, 2024.**

### **9. Meal Plans.**

Weekly Meal Plans (WMPs) offer a specified number of meals each week during the meal plan period and reset weekly on Sunday morning at 12:00 am. Unused meals expire weekly when the plan resets. Because unused WMPs expire weekly, it is strongly encouraged that students select a WMP that suits their specific dietary needs. Weekly Meal Plans are pro-rated according to the CSUSM academic calendar. Weekly Meal Plan meals are not available during Winter Break although Dining Dollars will be available for use at select retail dining locations on campus.

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However, **all dining is closed between December 24, 2023 through January 1, 2024**. These breaks are factored into the price of the Meal Plans. Please refer to the website for the Dining Services calendar.

Block Meal Plans (BMPs) offer a fixed number of meals (Block), which carry over from week-to-week throughout the semester for which the Block was purchased. Block meals will roll over from the Fall semester to the Spring semester but will expire at the end of the Spring Semester. Block meals are not available during Winter Break although Dining Dollars will be available for use at select retail dining locations on campus. However, **all dining is closed between December 24, 2023 through January 1, 2024**. These breaks are factored into the price of the Meal Plans. Please refer to the website for the Dining Services calendar.

Weekly Meal Plan meals and Block Meal Plan meals may be used at the Campus Way Cafe, or for any posted Meal Plan Special within any of the retail locations on campus. Meal Plan meals do not have an associated cash value. All-you-care-to-eat meals from Campus Way Cafe may not be taken to go, unless specifically authorized for a student who is unable to go to the Campus Way Cafe (examples include: illness, injury, isolation, etc). The Resident Director may contact a CSUSM Dining Services manager to make special arrangements for a meal or meals to be picked up on the students behalf.

Weekly Meals and Block Meals at the Campus Way Cafe are restricted to one (1) meal per meal period. Meal Periods are defined as Breakfast 7am-10am, Lunch 11am-2pm, Dinner 5pm-8pm, and Brunch 10am-2pm

### **10. Dining Dollars and Cougar Cash.**

Dining Dollars and Cougar Cash are accepted at all CSUSM Campus Dining locations, except for Campus Coffee and Vending machines.

Unused Dining Dollars will carry over from the Fall Semester to the Spring semester.

Dining Dollars expire on the last day of the Spring semester. Unused balances are forfeited and not refundable. Should Purchasers purchase a meal plan for the following Fall semester, up to \$100 of the leftover Spring Dining Dollar balance will be carried forward to the Fall semester. Any amount over \$100 shall be forfeited and not refundable. If a Purchaser has a balance less than \$100 at the end of the Spring semester and they purchase a meal plan for the following Fall semester, that balance will carry over to the Fall semester. Fall meal plans must be purchased by the last day of the previous Spring semester. Carryover Dining Dollars are subject to a meal plan purchase for the following fall semester and will be forfeited in whole by the Purchaser should they cancel their fall meal plan purchase for any reason.

Cougar Cash may be added onto any meal plan at any time and is non-refundable. Cougar Cash does not expire until the Purchaser is no longer enrolled or associated with the university, at which time all remaining cougar cash shall be forfeited.

Purchasers are responsible for monitoring their own account balances and for all purchases made with Dining Dollars and Cougar Cash.

All deposits to and transactions on Dining Dollar and Cougar Cash accounts are final.

Purchasers will be subject to Sales tax when using their Dining Dollars and Cougar Cash.

### **11. Student Meal Plan Payments.**

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All charges for Meal Plans will be posted to the students MyCSUSM account. Payments can be made utilizing the same options as tuition and fee payments

Only one meal plan may be purchased per student, per semester.

Deadlines for paying for Meal Plans align with the tuition deadline; payment plans are available to students.

Students are financially responsible for all sums due under this CSUSM Campus Dining contract regardless of payment type (Financial Aid, Scholarships, Credit Card, Check, etc.).

CSUSM Student Financial Services Office charges a \$20.00 fee for any returned checks.

It is the sole responsibility of the student to ensure payments due on the contract are made to CSUSM. If a student fails to make scheduled payments, or to make alternate payment arrangements, CSUSM Campus Dining reserves the right to suspend or restrict the students Meal Plan and/or Dining Dollars until payment or acceptable payment arrangements have been made. Suspension of a Meal Plan does not relieve the student of their responsibility or liability for the entire term of the contract.

Nonpayment of fees may result in a suspension of the meal plan without reimbursement for missed meals. To reinstate meal plans, account balance issues must be resolved. The University will assist CSUSM Dining Services in the collection of unpaid payments or returned checks through the process of academic holds.

### **12. Faculty/Staff Meal Plan Payments.**

Faculty and staff will purchase their meal plans through the Atrium Website using a credit or debit card. In addition to the cost of the meal plan, you will also be charged a 3% credit card service fee and a \$0.20 transaction fee.

### **13. CSUSM App and Atrium.**

Meal Plans are accessed with the CSUSM App and are subject to all policies and procedures of CSUSM and CSUSM Corporation.

The electronic device is the property of the individual Purchaser and is not transferable. Purchasers are responsible for their electronic device with the app, and all charges made to their accounts.

Purchasers will scan their QR code in the CSUSM App to use their meal plan/dining dollars/cougar cash. Without presenting the QR code on the app, Purchasers may be denied entry into the dining facility or may need to present an alternative form of payment. Exception to this is if you can provide photo ID to a dining employee and a meal plan can be verified.

### **14. Student Meal Plan Changes.**

Students may make an adjustment to their weekly meal plan prior to the add-drop deadline, which is September 11, 2023 and February 5, 2024 for the 23/24 academic year. For students residing in North Commons, they must still choose between a Tukwut Plan, Cougar Blue Plan, Paw Plan, or Flex (with exemption). Students with voluntary meal plans may change to a plan that is of an equal or higher value meal plan.

Separate charges or credits resulting from such changes will appear on Student account after each change. Students are obligated to pay any additional costs related to any changes in the meal plan. Students are responsible for the selected meal plan daily rate through the effective change, cancellation, or termination date.

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Changes to meal plans are prorated based on a per day charge for the dining plan and will result in prorated credits and charges and amounts of Meal Swipes and/or Dining Dollars based upon the number of days remaining in the semester at the time of change.

### **15. Contract Period.**

The contract period is for a full academic year. Purchasers are financially obligated for the entire contract amount unless the student is excused from the plan in accordance with 1b.

### **16. Administrative Policy.**

CSUSM Dining Services may from time to time, at its sole discretion and without notice, implement new policies and procedures necessary for the effective administration of the collective Dining Plan(s). New policies and/or procedural changes shall not in any way modify material terms, vested rights, or dispute resolution procedures for disputes already in progress.

### **17. Force Majeure.**

CSUSM Dining Services shall not be liable for any failure to perform its obligations under this Agreement for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond its control (each, a Force Majeure Event). After the occurrence of a Force Majeure Event, CSUSM Dining Services will promptly provide written notice to Purchasers of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event, it being understood that upon completion of the Force Majeure Event, CSUSM Dining Services will, as soon as reasonably practicable, recommence the performance of its obligations under this agreement.

In the event that CSUSM Dining Services considers it necessary or prudent to cancel this agreement due to circumstances related to a Force Majeure Event, including but not limited to COVID-19, or to any reoccurrence of the COVID-19 outbreak, CSUSM Dining Services may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Purchasers. CSUSM Dining Services right to cancel the agreement pursuant to this section 15(b) shall not be limited or restricted in any manner by any other term or section of this agreement. Upon cancellation by CSUSM Dining Services under this section 15(b) then CSUSM Dining Services shall provide Purchasers a pro-rated refund based on the official date of cancellation or last use of meal plan whichever is later.

### **18. Dispute Resolution.**

The Parties shall first endeavor to resolve any differences or disputes that arise between them by an informal conference to meet and confer for settlement of the issue(s) in dispute rather than litigation. The Parties agree that California law shall govern the construction, interpretation, validity and enforcement of this Agreement and shall be applied in any subsequent mediation or judicial proceeding to resolve all unresolved disputes between them. The parties consent to the jurisdiction of such courts within the county of San Diego and waive any jurisdictional or venue defenses otherwise available.

### **19. Limitation of Liability.**

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CSUSM CORPORATIONS TOTAL LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR PAYABLE BY PURCHASERS TO THE CSUSM CORPORATION HEREUNDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CORPORATION DOES NOT WARRANT THAT THE DINING FACILITIES OR ANY MEAL PLAN SERVICES RELATED THERETO WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.

### **20. Miscellaneous.**

No Guarantee of Admission or Continued Enrollment. Execution of the CSUSM Dining Services Meal Plan Contract is not a commitment of admission or continued enrollment in CSUSM.

### **21. Waiver.**

The waiver by CSUSM Dining Services of any breach of any of the provisions of this agreement by Purchaser shall not constitute a continuing waiver of any subsequent breach of any provision.

### **22. Severability.**

If any provision of this agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this agreement will remain in full force and effect. Any provision of this agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

### **23. Entire Agreement.**

This agreement constitutes and contains the entire agreement of the parties and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.

By entering your initials in the box below I [student, faculty/staff or parent/guardian] hereby acknowledge and agree that I have read, understood, and am accepting all of the terms and conditions stated above in this Dining Services Meal Plan Contract.