NOTE: Please read all provisions of this contract before signing, as you are legally bound by these contract terms. Any exceptions to provisions herein must be approved by Keene State Dining Services.

This contract is for one Academic Year: Fall 2022 and Spring 2023

When selecting a meal plan via the Housing Selection process or the online Meal Plan Enrollment/Change Request form you are electronically signing this contract. Your electronic signature acknowledges your full understanding and acceptance of the following Meal Plan Contract Terms and Conditions and your willingness to be bound by the same. Please print a copy of this document for your records.

1. Eligibility
   a. All enrolled Keene State College students are eligible to have a Meal Plan.
   b. Determination of requisite Meal Plans for students living on campus is based upon number of credits accumulated.
   c. Students living in Pondside II and students living off campus are eligible for any of the Meal Plan options, and there is no requisite meal plan. Meal Plans, if desired, must be ordered online each year.

2. Duration of Contract
   a. This Dining Contract is in effect for one academic year, or that portion of the academic year remaining at the time the Meal Plan is requested. The Dining Contract cannot be terminated by the Student except under the conditions listed in Addendum A, Section 7 of this Contract.
   b. Dining Services does not provide meal service during breaks posted in the academic calendar. However, certain facilities (i.e. Lloyd’s Marketplace) may be open on a limited schedule.
   c. Dining Services reserves the right to adjust service as needed.

3. Contract Assignment
   a. Meal Plans are non-transferrable and may only be used by the student who has electronically signed and agreed to this Meal Plan Contract.
   b. A current, active Student Owl Card ID is required for access to any Meal Plan.

4. Meal Plans
   a. Meal Plan Options - Determination of requisite Meal Plans for students who live on campus is based upon number of credits accumulated. If no Plan is selected where one is required, the requisite Meal Plan will be assigned regardless of prior year selection.

      Owl Access Meal Plan provides: Unlimited entry to the Zorn Dining Commons; 750 Meal Plan Dollars; 2 Guest Meals in the Zorn Dining Commons per semester

      Hootie’s Choice Meal Plan provides: 230 Meals in the Zorn Dining Commons; 600 Meal Plan Dollars; 2 Bonus/Guest Meals in the Zorn Dining Commons per semester

      White 60 Meal Plan provides: 60 Meals in the Zorn Dining Commons, 600 Meal Plan Dollars; 2 Bonus/Guest Meals in the Zorn Dining Commons per semester

      Red 10 Meal Plan provides: 10 Meals in the Zorn Dining Commons, 600 Meal Plan Dollars; 2 Bonus/Guest Meals in the Zorn Dining Commons per semester

   b. Meal Plan Dollars may be used at any dining location on campus.

5. Please refer to Addendum A of this contract for specifics regarding accumulated credits/requisite Meal Plans, Meal Plan assignment, changes, cancellation and termination. It also provides information on customizing your Meal Plan, meal and meal plan dollar semester carryover details, dining policies and procedures.
1. **Requisite Meal Plans**
   a. Students living on campus who have accumulated 0 to 59 credits must select the Owl Access or Hootie’s Choice Meal Plan. If no Plan is selected or a different plan is ordered, the Owl Access Meal Plan will be assigned.
   b. Students living on campus who have accumulated 60 to 89 credits must select the White 60, Hootie’s Choice or Owl Access Meal Plan. If no Plan is selected or a different plan is ordered, the White 60 Meal Plan will be assigned.
   c. Students living on campus who have accumulated 90 credits or more must select the Red 10, White 60, Hootie’s Choice or Owl Access Meal Plan. If no Plan is selected the Red 10 Meal Plan will be assigned.
   d. Students living in Pondside II and students living off campus are eligible for any of the Meal Plan options, and there is no requisite meal plan. Meal Plans, if desired, must be ordered online each year.

2. **Meal Plan Dollars**
   a. Meal Plan Dollars are issued at the start of each semester. Meal Plan Dollar balances from the fall semester will be added to the Meal Plan Dollars included with the Student’s spring semester Meal Plan.
   b. Meal Plan Dollars may be added to any current meal plan in $50 increments via the online Meal Plan Change Form.
   c. When terminating an Owl Access Meal Plan, unspent Meal Plan Dollars for the current semester only will be credited to the Student’s billing account.
   d. If no Meal Plan is in place in the spring, any Meal Plan Dollar balance remaining at the end of the fall semester will be forfeited.

3. **Meals**
   a. Meals provided in the Hootie’s Choice, White 60 and Red 10 Meal Plans may be used at any time during the semester they are issued. Any meal balance remaining at the end of each semester will be forfeited. There is no carry-over from semester to semester.
   b. Meals may be added to any current meal plan in blocks of 25 via the online Meal Plan Change Form.

4. **Meal Plan Billing and Payment**
   a. Meal Plans are billed each semester and must be paid according to the College’s schedule.
   b. Meal Plans assigned and paid for will be active on the day before Residence Halls are open for all students each semester. Service times and locations may be limited prior to Residence Halls opening.
   c. Cost Adjustments for Meal Plan changes will be applied to the Student’s billing account when the change is processed. These changes may take up to 2 business days from the date of the original request.
   d. Payment is due at the time the charge is posted to the Student’s billing account. Past due Meal Plans are subject to suspension of the Plan until payment is received. Questions regarding details of the Student’s billing account should be directed to the Student Accounts Office.

5. **Meal Plan Assignment**
   a. All Meal Plans are assigned based on the Meal Plan choice made as part of the Housing Selection process or by completing the online Meal Plan Enrollment/Change Request form. In the case of duplicate Meal Plan selections, the most recent selection will be honored.
5. Meal Plan Assignment continued...

b. Any Meal Plan assigned for the fall semester will remain in effect for the spring semester, unless an online Meal Plan Enrollment/Change Request form is submitted and approved by Dining Services.

c. For students living in on-campus housing, if no Meal Plan or a plan that does not fit the guidelines outlined in Section 1 of this Addendum is selected, the requisite Meal Plan will be assigned.

d. For students living off-campus or in Pondside II campus apartments, a Meal Plan may be selected for each academic year. If none is selected, none will be assigned, regardless of Meal Plan status in the prior year.

6. Late Assignment of a Meal Plan

a. OWL ACCESS MEAL PLAN: After the start of the semester, charges for adding an Owl Access Meal Plan will be prorated as determined by the date the Meal Plan is assigned. Meal Plan Dollars will also be added on a prorated basis. Late added Meal Plans will go into effect when the Meal Plan is assigned and charges are reflected on the Student billing account, which can be viewed on quiKPAY. Payment is due at the time the charge is posted to the Student billing account. Past due Meal Plans are subject to suspension of the Plan until payment is received.

b. ALL OTHER PLANS: Hootie’s Choice, White 60 and Red 10 Meal Plans (and associated Meal Plan Dollars) are not prorated and will be assigned in full regardless of the portion of the semester remaining. Late added Meal Plans will go into effect when the Meal Plan is assigned and charges are reflected on the Student billing account, which can be viewed on quiKPAY. Payment is due at the time the charge is posted to the Student billing account. Past due Meal Plans are subject to suspension of the Plan until payment is received.

7. Meal Plan Cancellation and Termination

a. Only Meal Plans that have not been used in the current semester may be cancelled in full. Prior semesters will not be cancelled or credited retroactively. Dining Services records will be used to make the final determination of Meal Plan use.

b. Residential Students may only be released from this Meal Plan Contract if they are released from their Housing Contract. Requests to be released must be made using the online Meal Plan Enrollment/Change Request form.

c. Students living off-campus and those living in Pondside II apartments may be released from this Dining Contract during the first 30 days of the semester only.

d. Meal Plan Cost adjustments are applied to terminated Owl Access plans based on the Institutional Policy:

   75% within 7 Calendar days of the first day of the semester
   50% within 8-30 calendar days after the first day of the semester
   No adjustment beyond 30 calendar days after the first day of the semester

e. See Section 2c for policy regarding credit of Meal Plan Dollars.

f. Cost Adjustments for all other terminated Meal Plans within the first 30 calendar days of the semester will be prorated by the number of meals used during the current semester and charged at the highest prevailing meal rate. The cost of the plan will be credited in full and the number of meals used plus the number of Meal Plan Dollars spent will be charged to the Student billing account. No adjustment is permitted beyond 30 days after the first day of the semester.

g. Meal Plan cost adjustments made upon Suspension, Leave of Absence, or Withdrawal from Keene State College will follow the Institutional Policy noted in section 7d and the policy noted in 7f.

h. If the college approves a Diminished Care Leave of Absence, an 80% Cost Adjustment is allowed for Owl Access Meal Plans, regardless of the date of this change. For all other meal plans, Cost Adjustments will be applied as noted in section 7f. The student must order a new Meal Plan upon returning to campus.
8. Meal Plan Changes

a. **Owl Access to Any Plan:** Changing from an Owl Access Meal Plan to any other plan will result in a cost adjustment of the existing Plan (see Section 7f). The New plan will be assigned and charged in full (see Section 6b). These changes are only permitted before the semester begins or within the first 30 days of the semester.

b. **Any Plan to Owl Access:** Changing from any Plan to an Owl Access Plan will result in a cost adjustment of the existing Plan (see Section 7f) and a prorated charge for the Owl Access Plan (see Section 6a). These changes are allowed at any time during the semester.

c. **White 60 or Red 10 to Hootie's Choice:** The cost of the original Meal Plan will be credited in full and the new Plan will be charged in full. Meal balances will be adjusted to the new Plan level and current semester usage of Meal Swipes and Bonus/Guest DC Meals will be deducted. These changes are allowed at any time during the semester.

d. **Hootie's Choice to White 60 or Red 10:** When changing from the Hootie's Choice Plan to the White 60 or Red 10 Plan, a cost adjustment to the original Meal Plan will apply (See Section 7f) and the new Plan will be assigned and charged in full. These changes are only permitted before the semester begins or within the first 30 days of the semester.

e. **Other Plan Changes:**

   INCREASING MEAL SWIPE COUNT: When a Meal Plan is changed from the Red 10 to the White 60, the cost of the original Meal Plan will be credited in full and the new Plan will be charged in full. Meal balances will be adjusted to the new Plan level and current semester usage of Meal Swipes and Bonus/Guest DC Meals will be deducted. These changes are allowed at any time during the semester.

   DECREASING MEAL SWIPE COUNT: When changing from the White 60 to the Red 10 Meal Plan, a cost adjustment to the original Meal Plan will apply (See Section 7f) and the new Plan will be assigned and charged in full. These changes are only permitted before the semester begins or within the first 30 days of the semester.

g. Meal Plan changes outside of the guidelines outlined in Section 1 are not permitted for students in residential housing.

9. **Liability/Responsibility for Personal Property**

Neither the College nor Dining Services shall be liable directly or indirectly for theft, loss of money, valuables, or other personal property belonging to, or in the custody of, the student for any cause whatsoever, in any dining facility.

10. **Rules and Regulations**

By enrolling in a Meal Plan, the student is agreeing to this contract and agreeing to adhere to the dining policies and procedures in the Keene State Student Handbook, found at keene.edu/administration/policy/detail/handbook/dining/. The Student Code of Conduct section of the Student Handbook defines the rights, responsibilities and behavior expected of all students.