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 2020 and Spring 2021

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. Students who live on campus are required to select a Hootie’s Choice Meal Plan or may opt for the Owl Access Meal Plan. Only students living in Pondside II or off campus are exempt from this requirement.
   c. Students living in Pondside II and students living off campus are eligible for any of the Meal Plan options. 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 Section 10 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. Residential Meal Plan Options - All Residential Students must select a Hootie’s Choice or the Owl Access Meal Plan. Only students housed in Pondside II are exempt from this requirement. If no Plan is selected, or if a different plan is ordered, the Hootie’s Choice Plus Swipes Meal Plan will be assigned regardless of prior year selection.

   **Owl Access Meal Plan** provides: Unlimited entry to the Zorn Dining Commons; **100** Meals-to-Go from the Hoot-n-Scoot or Night Owl Café Sizzler; **250** Meal Plan Dollars; **15** Guest Meals in the Zorn Dining Commons per semester

   **Hootie’s Choice Plus Swipes** provides: **200** Meals in the Zorn Dining Commons; **100** Meal Swipes that may be used either in the Zorn Dining Commons or for Meals-to-Go from the Hoot-n-Scoot or Night Owl Café Sizzler; **250** Meal Plan Dollars; **5** Bonus/Guest Meals in the Zorn Dining Commons per semester

   **Hootie’s Choice Plus Dollars** provides: **200** Meals in the Zorn Dining Commons; **50** Meal Swipes that may be used either in the Zorn Dining Commons or for Meals-to-Go from the Hoot-n-Scoot or Night Owl Café Sizzler; **500** Meal Plan Dollars; **5** Bonus/Guest Meals in the Zorn Dining Commons per semester

   Zorn Dining Commons is an Eat-in Only facility.

   Meal Plan Dollars may be used in the Zorn Dining Commons, Lloyd’s Marketplace, the Hoot-n-Scoot or Night Owl Café Sizzler.
4. Meal Plans Continued...

b. Voluntary/Off-Campus Meal Plan Options – Available to students living off-campus, commuting to campus, and students housed in Pondside II campus apartments. No meal plan will be assigned without completion of the online Meal Plan Enrollment/Change Request form, regardless of prior year Meal Plan selection.

<table>
<thead>
<tr>
<th>Meal Plan</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owl Access Meal Plan</td>
<td>Provides: Unlimited entry to the Zorn Dining Commons; 100 Meals-to-Go from the Hoot-n-Scoot or Night Owl Café Sizzler; 250 Meal Plan Dollars; 15 Guest Meals in the Zorn Dining Commons per semester</td>
</tr>
<tr>
<td>Hootie’s Choice Plus Swipes</td>
<td>Provides: 200 Meals in the Zorn Dining Commons; 100 Meal Swipes that may be used either in the Zorn Dining Commons or for Meals-to-Go from the Hoot-n-Scoot or Night Owl Café Sizzler; 250 Meal Plan Dollars; 5 Bonus/Guest Meals in the Zorn Dining Commons per semester</td>
</tr>
<tr>
<td>Hootie’s Choice Plus Dollars</td>
<td>Provides: 200 Meals in the Zorn Dining Commons; 50 Meal Swipes that may be used either in the Zorn Dining Commons or for Meals-to-Go from the Hoot-n-Scoot or Night Owl Café Sizzler; 500 Meal Plan Dollars; 5 Bonus/Guest Meals in the Zorn Dining Commons per semester</td>
</tr>
<tr>
<td>Red 135 Meal Plan</td>
<td>Provides: 135 Meal Swipes that can be used in the Zorn Dining Commons, the Hoot-n-Scoot or Night Owl Café Sizzler; 250 Meal Plan Dollars; 10 Bonus/Guest Meals in the Zorn Dining Commons per semester</td>
</tr>
<tr>
<td>Red 135 Plus Plan</td>
<td>Provides: 135 Meal Swipes that can be used in the Zorn Dining Commons, the Hoot-n-Scoot or Night Owl Café Sizzler; 500 Meal Plan Dollars; 10 Bonus/Guest Meals in the Zorn Dining Commons per semester</td>
</tr>
<tr>
<td>White 80 Meal Plan</td>
<td>Provides: 80 Meal Swipes that can be used in the Zorn Dining Commons, the Hoot-n-Scoot or Night Owl Café Sizzler; 250 Meal Plan Dollars; 10 Bonus/Guest Meals in the Zorn Dining Commons per semester</td>
</tr>
<tr>
<td>White 80 Plus Plan</td>
<td>Provides: 80 Meal Swipes that can be used in the Zorn Dining Commons, the Hoot-n-Scoot or Night Owl Café Sizzler; 500 Meal Plan Dollars; 10 Bonus/Guest Meals in the Zorn Dining Commons per semester</td>
</tr>
<tr>
<td>All Dollars Meal Plan</td>
<td>Provides: 16 Meal Swipes that can be used in the Zorn Dining Commons, the Hoot-n-Scoot or Night Owl Café Sizzler; 500 Meal Plan Dollars; 2 Bonus/Guest Meals in the Zorn Dining Commons per semester</td>
</tr>
</tbody>
</table>

Zorn Dining Commons is an Eat-in Only facility.

Meal Plan Dollars may be used in the Zorn Dining Commons, Lloyd’s Marketplace, the Hoot-n-Scoot or Night Owl Café Sizzler.

5. 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. When making meal plan changes, Meal Plan Dollars must increase or remain the same and cannot be decreased during the Academic Year. Once selected, a Meal Plan that includes 500 Meal Plan Dollars, may not be changed to a Meal Plan with 250 Meal Plan Dollars during the Academic Year, with the exception of a change to the Owl Access Plan.

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.

c. 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.

6. Meals

Meals provided in the Hootie’s Choice, Red, White and All Dollars 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.

7. 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 due to high volume.
7. Meal Plan Billing and Payment Continued...

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.

8. 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.

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 other than a Hootie’s Choice or Owl Access Meal Plan) is selected, the Hootie’s Choice Plus Swipes 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.

9. 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, Red, White and All Dollars 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.

10. Meal Plan Cancelation 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 contracting for Voluntary Meal Plans (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 5c 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 10d and the policy noted in 10f.

2020/2021 KEENE STATE COLLEGE MEAL PLAN CONTRACT
10. Meal Plan Cancelation and Termination continued...

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 10f. The student must order a new Meal Plan upon returning to campus.

11. Meal Plan Changes

a. Hootie’s Choice Plus Swipes to Hootie’s Choice Plus Dollars: This Meal Plan change will add the additional 250 Meal Plan Dollars to the Plan in full, and the Meals-to-Go total will be reduced by 50. If fewer than 50 Meals-to-Go remain at the time of the change, those remaining will be removed and the student billing account will be charged for the meals required to make up the difference between the number of Meals-to-Go remaining and 50, at the highest prevailing rate. This change is allowed at any time during the semester. A change from Hootie’s Choice Plus Dollars to Hootie’s Choice Plus Swipes at any time during the Academic Year is not permitted.

b. Owl Access to Any Plan: Changing from an Owl Access Meal Plan to any other plan requires termination of the Owl Access Plan and is subject to the Institutional Policy noted in Section 10d. The New plan will be assigned and charged in full (see Section 9b). These changes are only permitted before the semester begins or within the first 30 days of the semester.

c. 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 10f) and a prorated charge for the Owl Access Plan (see Section 9a). These changes are allowed at any time during the semester.

d. Red, White or All Dollars 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 Meals Swipes and Bonus/Guest DC Meals will be deducted. Meal Plan Dollar amount must increase or remain the same and will be adjusted if applicable. These changes are allowed at any time during the semester.

e. Hootie’s Choice to Red, White or All Dollars: When changing from a Hootie’s Choice Plan to a Red, White or All Dollars Plan, a cost adjustment to the original Meal Plan will apply (See Section 10f) and the new Plan will be assigned and charged in full. Meal Plan Dollar amount must increase or remain the same and will be adjusted if applicable. These changes are only permitted before the semester begins or within the first 30 days of the semester.

f. Other Plan Changes:

INCREASING MEAL SWIPE COUNT: When a Meal Plan is changed from an All Dollars to a White or Red, or from White to a Red, 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. Meal Plan Dollar amount must increase or remain the same and will be adjusted if applicable. These changes are allowed at any time during the semester.

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

g. Changing to a Red, White or All Dollars plan is not permitted for students in residential housing.

h. Meal Plan Dollars must increase or remain the same and cannot be decreased during the Academic Year.

12. 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.

13. 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 which may be 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.