

2017–2018 Meal Plan Contract Terms and Conditions

These 2017-2018 Meal Plan Contract Terms and Conditions (these “Terms and Conditions”) are incorporated by reference and become a part of the UTSA 2017 - 2018 Meal Plan Contract (together with these Terms and Conditions, the “Contract”) between the University, and the Student and the Guarantor (if applicable) identified therein. Capitalized words or phrases used in these Terms and Conditions have the respective meanings assigned to them in the UTSA 2017 - 2018 Meal Plan Contract, unless the context clearly states otherwise. “Student” means Student and, if applicable, Guarantor, jointly and severally. “Food Service Location” refers to any Campus Dining Facility. “Census Date” refers to the 12th class day of each semester. **For the 2017 – 2018 School Year, Census dates are Fall – September 7, 2017 & Spring – January 24, 2018.**

The University of Texas at San Antonio (“the University”) will provide dining accommodations to Student in dining facilities designated by the University for the Contract Period specified in Section IX, which includes both Fall and Spring Semesters.

I. Terms and Conditions

The Contract is conditional on Student’s admission to the University. The Contract does not guarantee that Student has been admitted to the University. Only the Office of Admissions can grant admission to the University. Only a student of the University who is enrolled for at least one credit hour is eligible to purchase a meal plan. The Contract is effective only for the specified Contract Period. Student meal plan privileges terminate at the end of the semester to which the privileges are allocated and are no longer valid, except that Dining Dollars remaining unused at the end of Fall semester will continue to be valid and can be used in the immediately subsequent Spring semester. Account Balances will reset to the published balance for the selected Meal Plan on the first day of service of the Spring Semester, except that the Dining Dollars balance will be the published balance for the selected Meal Plan plus the amount of any unused Dining Dollars remaining in Student’s Meal Plan at the end of the Fall Semester. The Contract cannot be sold or transferred. Meal Plan benefits cannot be traded, sold, or transferred. Access 5 and Access 7 Meal Plan holders may eat as many times per day at the Roadrunner Café as desired, provided thirty minutes have elapsed between entries to the Roadrunner Café. Block 150 and Block 120 Meal Plan holders may use their plan allotment of meals on a one for one basis at any time. Select meal plans provide Meal Trades. Student may redeem one Meal Trade per Meal Period at any UTSA Food Service Location, provided that Student has not accessed the Roadrunner Café during that Meal Period. The value of each Meal Trade is \$5 and Student is responsible for payment, using Dining Dollars, cash, or other form of payment, for the value of any purchase about the value of the Meal Trade. Meal Trades are not redeemable for cash, in whole or in part, and no partial Meal Trade credits will be recognized. Meal Trades are not redeemable in a Meal Period in which Student accessed the Roadrunner Café, nor can Student access the Roadrunner Café after redeeming a Meal Trade during the meal period. Meal Periods are defined as Breakfast (7AM-11:30AM), Lunch (11:30AM-3:30PM), Dinner (3:30PM-8:30PM), and Late Night (8:30PM-2AM). Dining Dollars can be used at any UTSA Food Service Location and carry a dollar for dollar value for all food items at UTSA Food Service Locations, except alcohol. Student must present his/her UTSA Card when entering the Roadrunner Café or when using Dining Dollars. UTSA Cards presented by persons other than the Student are confiscated and both parties may be referred to the Office of Student Conduct and Community Standards for disciplinary action.

II. University Obligations

The University will provide dining facilities at which Student may obtain meals during the Contract Period. If the University is prevented from completing the performance of any obligations under the Contract by an act of God or other occurrence whatsoever that is beyond the control of the University, the University will be excused from the performance of those obligations to the fullest extent allowed by law.

III. Student and Guarantor Obligations

Student agrees to pay all charges when due and to comply with and abide by the provisions of the Contract, the UTSA Student Code of Conduct located in the UTSA Information Bulletin, the UTSA Handbook of Operating Procedures, the Rules and Regulations of the Board of Regents of The University of Texas System, and all other University rules and regulations that may now or in the future come into effect governing student conduct or pertaining to the University meal plans (individually and collectively called the “University Regulations”). Student acknowledges and agrees that regulations and policies affecting the Contract are subject to change. Changes and additions in the rates, fees, regulations, or policies will be officially announced or posted by the University, and either announcement or posting constitutes actual notice to Student. Changes and additions to rates or fees and institutional regulations and policies affecting the Contract become effective and binding at the first date of posting or official announcement. Student agrees that if found by the University to be in violation of the Contract or of any of the University Regulations, Student will be subject to disciplinary action. The University reserves the right to revoke and terminate the Contract. Student further

2017–2018 Meal Plan Contract Terms and Conditions

agrees that if Student violates any of the terms or conditions of the Contract, the University may refuse to offer Student a meal plan contract in the future. Student agrees to keep the University accurately informed about Student contact information by updating that information using the official University website.

IV. Chaparral Village, Laurel Village, Alvarez Hall, and Chisholm Hall Residents

Purchase of a Meal Plan is a condition of acceptance of housing at Laurel Village, Chaparral Village, Alvarez Hall, and Chisholm Hall for residents with forty-eight (48) or fewer completed semester credit hours on the first day meals are available under the Contract. Residents required to purchase a Meal Plan who do not choose a plan through the online signup process will automatically be assigned the default meal plan (7B). The default plan can be changed by Student per section VII of these Terms and Conditions.

V. Payments

Meal plan charges and sales tax will be included on Student's University fee statement. Student may opt to pay the entire amount of the Contract in one payment. In that event, the full payment is due at the University Bursar's Office prior to the beginning of the Contract Period or the date Student executes the Contract, whichever occurs first. Student may also opt to pay using the installment program. Under the installment program, Student pays equal monthly payments, with the first due prior to the beginning of the Contract Period or the date Student executes the Contract, whichever occurs first, and each subsequent payment due no later than the first of each month. The last monthly installment payment is due no later than October 1, 2017 for the Fall Semester and March 1, 2018 for the Spring Semester. The University will add a late fee of \$10 to the Student's bill for each installment payment not received by the due date, for the purpose of defraying the University's expenses of handling the delinquent payment. Subject to University rules, if Student fails to make full payment for a given semester, then Student will not be allowed to register for future semesters, receive a diploma, and/or receive an official transcript or refunds until the delinquent amount is paid in full. Student's failure to receive a statement for the amount Student owes does not relieve Student of the responsibility to pay on or before the due dates. Student agrees to pay all expenses incurred by the University in collecting the total amounts due under the Contract, including reasonable collection fees, attorney's fees, court costs, and other costs. If Student fails to pay on a timely basis, Student may have their privilege to have a University Meal Plan revoked, and Student may be denied a future meal plan contract.

VI. Cancellation of the Contract

Student is responsible for paying the full amount of all charges under the Contract for the Contract Period, unless Student cancels the Contract in compliance with one of the provisions below. The Meal Plan Cancellation Form can be obtained at www.utsa.edu/campuservices or is available in the UTSA Campus Services Office. **Census Date is the 12th class day of each semester, Fall – September 7, 2017 and Spring – January 24, 2018.**

- a. **Cancellation for Convenience (applies ONLY if the purchase of a Meal Plan is not a condition of acceptance of housing at Laurel Village, Chaparral Village, Alvarez Hall, or Chisholm Hall):** Student may cancel the Contract for any reason on or before 5:00 p.m. on Census Date of the Fall Semester only by completing and submitting a Meal Plan Cancellation Form during normal business hours to UTSA Campus Services. Student will be financially responsible for any Meal Plan Cancellation Charges as calculated per Section (f). Spring Meal Plans can only be cancelled for convenience if Student did not have a meal plan in previous Fall semester and a Meal Plan Cancellation Form is submitted before Spring Census Date.
- b. **Cancellation for Withdrawal:** The Contract may be cancelled if Student ceases to be a student of the University. Student must complete and submit a Meal Plan Cancellation Form in person during normal business hours to UTSA Campus Services with documentation of withdrawal.
- c. **Cancellation for Medical Reasons:** Student may cancel the Contract if, **after** signing the Contract, Student develops a medical condition that prevents Student from dining at UTSA Dining Facilities. Student must (1) complete and sign a Meal Plan Cancellation Form, (2) provide an original signed letter dated within the Contract Period from Student's physician/specialist on his/her letterhead outlining the specific reasons why the UTSA Meal Plan does not meet Student's dietary requirements and specific changes to offerings that would meet Student's dietary needs, (3) specific nutritional plan provided by Student's physician/specialist on his/her letterhead to include: (i) a 7 day menu outline, (ii) special preparation instructions, and (iii) where the food will be

2017–2018 Meal Plan Contract Terms and Conditions

prepared. Additional documentation may be requested to substantiate a cancellation request. All forms and supporting documents must be submitted to the UTSA Campus Services Office during normal business hours.

- d. **Effective Date of Cancellation:** For all cancellations, except those for medical reasons, a cancellation will become effective on the next business day after Student properly submits a Meal Plan Cancellation Form to the UTSA Campus Services Office with all required documentation. Cancellations for medical reasons will be reviewed and either approved or denied by the Director of Campus Services within five business days after Student timely and properly submits a Meal Plan Cancellation Form and **all** supporting documentation. Failure to supply all documentation required in section VI.c. will result in denial of Student’s cancellation request for medical reasons. If approved by UTSA, a cancellation for medical reasons will become effective the next business day after such approval is made.
- e. **Failure to cancel the Contract when not returning to UTSA in the Spring semester:** If Student fails to properly cancel Student’s Contract per the provisions of section VI.b, Student will be assessed a \$50 Administrative Fee in addition to other charges due, the amount of which will be calculated through the Census Date of that semester in accordance with Section VI.f. **Census Date for Spring Semester is January 24, 2018.**
- f. **Meal Plan Cancellation Calculation:** Meal Plan charges for cancelled meal plans will be calculated as follows:
 - i. Cost of the Meal Plan purchased by Student divided by the number of service days in that semester, typically 112, multiplied by the number of days the Contract was in effect from either the first day of service or the date purchased, whichever is later, and ending with the next business day following cancellation,
 - OR:
 - ii. Number of entries to Roadrunner Café and Meal Trades redeemed by Student multiplied by the per meal value (typically \$5), plus the amount of Dining Dollars used,

whichever is greater. All unused Dining Dollars will be cancelled upon Meal Plan Cancellation. Sales tax will apply. An additional Administrative Fee of \$50 may apply.

VII. Change of Meal Plans

- a. **BEFORE CENSUS DATE OF EACH SEMESTER:** Student can select another meal plan by completing the online Meal Plan change procedure through ASAP on or before the Census Date. Student must complete the online Meal Plan Change procedure through ASAP for each change. Changes are effective the next business day. Student must immediately remit to the University any additional amount owed due to a Meal Plan change.
- b. **NO CHANGES CAN BE MADE TO STUDENT MEAL PLAN AFTER THE SEMESTER CENSUS DATE, except as outlined in Section VI.**

VIII. Contract Rates

| Meal Plan Name | Meals Per Semester | | Dining Dollars Per Semester | Meal Trades Per Week | Cost Per Semester ** | Total Cost ** |
|----------------|--------------------|---|-----------------------------|----------------------|----------------------|---------------|
| Access 5 A | Unlimited (M-F) | + | \$ 300 | None | \$ 1,575 | \$ 3,150 |
| Access 7 A | Unlimited (M-S) | + | \$ 300 | 7 | \$ 1,842 | \$ 3,684 |
| Access 7 B | Unlimited (M-S) | + | \$ 200 | 5 | \$ 1,794 | \$ 3,588 |
| Access 7 C | Unlimited (M-S) | + | \$ 0 | None | \$ 1,350 | \$ 2,700 |
| Block 150 | 150 | + | \$ 300 | 5 | \$ 1,383 | \$ 2,766 |
| Block 120 | 120 | + | \$ 400 | None | \$ 1,251 | \$ 2,502 |

**Plus Tax

**2017–2018 Meal Plan
Contract Terms and Conditions**

IX. Contract Period

The Contract Period will commence the Saturday prior to classes beginning for the Fall semester and continues through dinner on the last day of Fall finals. Meal Plan begins again the Saturday before the Spring semester begins and continues through dinner on the last day of finals for the Spring semester. University holidays are excluded from the meal plan service dates. Certain other exclusion dates apply and are listed below. Due to the varying number of students who contract for dining services, the University reserves the right to limit or modify the service hours or locations of dining facilities servicing the meal plan and/or cease operating dining facilities during the Contract Period without notice. Seven days prior notice will be posted whenever possible to announce hours of operation changes at Roadrunner Café. The University has no obligation to allow or provide special dining arrangements for Student if there is a conflict with the meal plan hours due to Student's work schedule, course schedule, or for any other reason. Special meals, including diets based on medical and religious needs, are not available.

Exclusion Periods (Dates Meal Plan use is unavailable)

| | |
|---------------------------------|--------------|
| November 23-26, 2017 | Thanksgiving |
| December 16, 2017 – Jan 5, 2018 | Winter Break |
| January 15, 2018 | MLK Holiday |
| March 10-18, 2018 | Spring Break |

X. Miscellaneous

The Contract supersedes all prior agreements, written or oral, between Student and University and will constitute the entire agreement and understanding between the parties with respect to the Student's privilege to participate in the meal plan program. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except by written amendment signed by Student and University (and Guarantor, if applicable).

The Contract will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Contract are performable in Bexar County, Texas. If any one or more of the provisions contained in the Contract are for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and the Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein. Student's use of the meal plan purchased pursuant to the Contract constitutes Student's acceptance of these terms and conditions. Notwithstanding anything to the contrary in the Contract, the University will comply with all applicable laws relating to providing meal plans.

XI. Notices

Any notice, request, or other communication required or permitted to be delivered under the Contract, must be in writing and will be deemed received (a) when actually delivered by hand delivery or overnight courier, or (b) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Student at address on record and addressed to University at the address stated below:

The University of Texas at San Antonio
Campus Services
One UTSA Circle
San Antonio, TX 78249

If there is a Guarantor for the Contract, then any notice, request, or communication sent to the University by either Student or Guarantor will be binding on both Student and Guarantor. Further, any notice, request, or communication sent by the University to Student or Guarantor will be binding on both Student and Guarantor.