2017 Dining Contract & Cancellation Policy for University of Kentucky
Summer Undergraduate & Graduate Students

UK Dining Center, The 90, 440 Hilltop Avenue, Lexington, KY 40506- (room 233A) Email: contactukdining@lsv.uky.edu

Signed Contract MUST be submitted with a new Summer Meal Plan & Flex Plan Application.

This Dining Contract & Cancellation Policy (the “Contract”) is between Aramark Educational Services, LLC doing business as UK Dining, and any person seeking a Summer Meal Plan or Flex Plan (the “Plan Holder”) with the University of Kentucky (the “University”).

This Contract should be read carefully and signed by the Plan Holder (and Parent or Legal Guardian if the Plan Holder is under age 18 as guarantor of the Plan Holder’s obligations set forth herein). Signing this Contract constitutes a request on behalf of the Plan Holder that UK Dining provide food for the Plan Holder as constituted by the Plan Holder’s Summer Meal Plan or Flex Plan Application. Cancellation of this request could involve financial penalties. Please contact UK Dining (859) 257-2220 with any questions the Plan Holder may have regarding this Contract.

The Plan Holder is responsible for knowing and observing University regulations and policies as set forth in official publications, to include but not limited to the CODE of STUDENT CONDUCT. Signature of Parent or Legal Guardian if the Plan Holder is Under 18: By executing this Contract said Parent or Legal Guardian if the Plan Holder is Under 18 agrees to be bound by the terms of this Contract and be a guarantor of the obligations of the Plan Holder under this Contract.

By submitting the foregoing Summer Meal Plan or Flex Plan Application, the Plan Holder agrees to be bound by the terms of this Contract. The Plan Holder’s Summer Meal Plan or Flex Plan Application will not be considered until the Plan Holder has signed this Contract and, if the Plan Holder is a minor, until the Plan Holder’s Parent or Legal Guardian has signed this Contract.

I. TERM OF CONTRACT

This Contract is binding as of the date the Plan Holder (or Parent or Legal Guardian if the Plan Holder is Under 18) executes the Contract, i.e., the date the Plan Holder signs this Contract or submits it online. This Contract obligates the Plan Holder to the following terms:

A. For the entire summer session (4 week or 8 week), or for that portion of the summer session remaining after the Plan Holder signs a Contract.

II. SCHEDULE

A. At the discretion of UK Dining (with University review and approval), specific dining facilities may be opened, closed, or have limited hours. Refer to http://www.uky.edu/ukdining for an updated list of facilities and their hours of operation.
C. Meal Plans and Flex Dollars are not active during the following Holiday and Break schedule:
   2. Summer Break: The Dining Period ends after lunch on Thursday, August 3, 2017. Unused Block Meals and Flex Dollars expire on this date. Refunds are not offered for the unused balance.

III. ELIGIBILITY

Plan Holders enrolled in summer sessions are eligible to participate in a Summer Meal Plan or Flex Plan.

Summer Meal Plans and Flex Plans are restricted for use by the Plan Holder only.

IV. RATES
A. Summer Meal Plan and Flex Plan charges will be posted to the Plan Holder’s myUK account and processed by Student Account Services. Plan Holders shall pay the Meal Plan and Flex Plan Rates to Student Account Services in accordance with deadlines found at http://www.uky.edu/studentaccount/payments.

B. For detailed information about Meals Plans and Meal Plan Rates go to http://www.uky.edu/UKDining.

C. Plan Holders must be in good academic and financial standing with the University in order to receive a dining contract. Accounts that are past due will receive late fees. These policies can be found at http://www.uky.edu/studentaccount/payments.

D. For BCTC Plan Holders not living in a Residence Hall, Meal Plans or Flex Plans must be pre-paid.

V. CONDITIONS
The Plan Holder’s use of the Summer Meal Plan or Flex Plan is conditioned upon the following additional terms and conditions:

A. Unauthorized acquisition, sale, alteration, use or other misrepresentation of the Summer Meal Plan or Flex Plan for the purpose of acquiring meals, flex dollars, services or refunds from the University is strictly prohibited. The foregoing acts shall automatically result in review by University administration and revocation of privileges under the Summer Meal Plan or Flex Plan, without refund, unless University administration specifically finds substantial mitigating circumstances.

B. The Plan Holder will be responsible for all charges/purchases made against the Summer Meal Plan or Flex Plan. Meal Plans and Flex Dollars are encoded on the UK ID Card. Lost IDs should be deactivated online through the myUK account/Financial Tab/Maintain Plus, Meals, Flex or call the UK WildCard ID Office at (859) 257-1378. The Plan Holder is responsible for purchases made until the ID is deactivated or reported lost or stolen. The Plan Holder shall be accorded the remainder of the account balance upon securing a replacement ID card.

C. This Contract is for the full summer academic period. The financial transactions are processed through Student Account Services.

D. The Meal Plan program is designed around Plan Holders using their Meal Swipes in residential dining facilities Fresh Food Company at The 90. Summer Meal Swipes in retail facilities (referred to as Wildcat Deals) are available at select restaurants across campus. Refer to www.uky.edu/ukdining for a list of these restaurants along with their hours of operation. At the discretion of UK Dining (with University review and approval), facilities where Meal Swipes or Flex Dollars are accepted may change during the summer 1 or summer 2 term.

E. Unused Block Meals and Flex Dollars cannot be refunded or carried over to the fall semester.

F. In the residential dining facility, Fresh Food Company, Plan Holders have the option of eating in the dining facility or taking the meal to-go, but are not permitted to do both at the same time or during the same visit.

G. The community nature of a residential dining facility is unique, with elements of both a home atmosphere and a restaurant-dining environment. Plan Holders must respect the rights of, and cooperate with, other Plan Holders in maintaining a clean and pleasant atmosphere.

VI. MEAL PLAN CHANGE, CANCELLATION, REQUEST FOR RELEASE, AND WITHDRAWAL POLICIES

A. MEAL PLAN CHANGES
1. Plan Holders may upgrade or downgrade their Summer Meal Plan or Flex Plan online at http://www.uky.edu/ukdining by selecting another plan and completing the checkout process prior to the deadline or may submit the completed form in person at UK Dining prior to the deadline.

2. Upgrades may be made at any time during the semester. Charges for a Summer Meal Plan or Flex Plan will be prorated. The downgrade deadline is May 15, 2017 for summer 1 and June 16, 2017 for summer 2. Downgrades will not be accepted after these dates. Any charges or refunds would be prorated.

3. Plan changes made during the semester will take affect beginning the Sunday after the form is submitted online or in person at UK Dining. Submissions received outside normal business hours will be processed on the next business day.
B. CANCELLATION
If, after completing a Summer Meal Plan or Flex Plan Application and Dining Contract, a Plan Holder chooses to cancel the Contract, the Plan Holder is required to do so prior to first day the meal plan becomes active on May 7th. Plan Holder must communicate in writing to contactukdining@lsv.uky.edu or by mail to the following address: UK Dining Center, The 90, 440 Hilltop Avenue, University of Kentucky, Lexington, KY 40506. The Official Date of Cancellation will be the date the cancellation notification is received by the UK Dining Center. There is no cancellation once the plan holder has used any portion of the Meal Plan or Flex Plan.

C. REQUEST FOR RELEASE OR REDUCTION
Request to cancel a meal plan contract after the cancellation period has passed (refer to section VI. B.) will only be approved upon written consent by the Housing & Dining Appeals Committee (the “Committee”). Those Plan Holders with approved consent by the Committee will be subject to charges as determined by the Committee. Plan Holders who wish to be released from this Contract must first file an appeal through the Committee and receive written approval from the Committee. Submitting a release request does not guarantee an approved release from this Contract or release the Plan Holder from their financial obligation. Plan Holders should continue to utilize the Meal Plan or Flex Plan while in the appeals process. Any refunds granted will be prorated. Parents and Legal Guardians if Plan Holder is Under 18 are not eligible to file an appeal on behalf of the Plan Holder.

D. DENIED ADMISSION OR ACADEMIC SUSPENSION
1. If a Student is denied admission to the University or BCTC, the Student will not be charged for any fees, provided that Plan Holder cancels their Dining Contract with the UK Dining Center prior to first day the meal plan becomes active.
2. If a Student is suspended from the University or BCTC for academic reasons then prorated Meal Plan or Flex Plan charges will be assessed through the date written notification is received by UK Dining or the date the Plan Holder last utilized a dining facility, whichever occurred later.
3. UK Dining may cancel this Contract if a Student’s admission to the University or BCTC has been denied or cancelled.

E. WITHDRAWALS DURING THE CURRENT SEMESTER
1. If a Plan Holder withdraws from enrollment in the University or BCTC during an academic semester, this Contract will be terminated immediately upon the Plan Holder’s withdrawal and receipt of notification in writing to UK Dining of such withdrawal. The Plan Holder’s failure to provide written notification to UK Dining of withdrawal will result in the Plan Holder’s continued responsibility to pay Summer Meal Plan or Flex Plan charges hereunder, regardless of last usage of the plan, until official written notification of withdrawal is received by the UK Dining Center, or until this Contract is cancelled by UK Dining.
2. If a Plan Holders withdraws from enrollment in the University or BCTC during a summer term, they will be assessed a prorated charge for the Summer Meal Plan or Flex Plan for each day until withdrawal has been completed and the Plan Holder has notified UK Dining of the Plan Holder’s withdrawal.
3. If the Plan Holder withdraws from the University or BCTC during the period of this Contract, but fails to notify UK Dining, he or she may be subject to denial of any future Meal Plan or Flex Plan. If the Plan Holder withdraws from the University or BCTC during the summer term period of this Contract and then re-enrolls during the same summer term they withdrew, the Contract shall remain valid.

VII. SUGGESTIONS & ASSISTANCE: Should you have any questions regarding this Contract or Meal Plan, please contact us at UK Dining at (859) 257-2220 or contactukdining@lsv.uky.edu

The Plan Holder is responsible for knowing and observing University regulations and policies as set forth in official publications, to include but not limited to the CODE of STUDENT CONDUCT. Upon signing this application, the Plan Holder shall be liable for all required payments and charges. The University reserves the right to withhold all grades and transcripts until all charges are paid in full.
I understand and agree to the terms and conditions outlined above:
Plan Holder Signature: ___________________________ Date: ______________
Plan Holder Name (Legibly Printed): ___________________  ID Number: __________

Parent or Legal Guardian if Plan Holder is under age 18
Signature: ___________________________ Date: ______________