

2019-2020 Dining Contract & Cancellation Policy for University of Kentucky **Commuter Undergraduate & Graduate Students**

UK Dining Center, 165 Avenue of Champions, Lexington, KY 40506

Email: contactukdining@lsv.uky.edu Phone: (859)257-2220

This Dining Contract & Cancellation Policy (the "Contract") is between Aramark Educational Services, LLC doing business as UK Dining, and any person seeking a Meal Plan or Flex Plan with the University of Kentucky (the "University") that does not reside in University housing where a resident is required to purchase a Meal Plan (the "Plan Holder.")

This Contract should be read carefully and signed by the appropriate parties as outlined above. Signing this Contract constitutes a request on behalf of the Plan Holder that UK Dining provides food for the Plan Holder as constituted by the Plan Holder's Meal Plan or Flex Plan Application. Cancellation of this request could involve financial penalties.

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 Plan Holder is Under 18: By executing this Contract said Parent or Legal Guardian of 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 Meal Plan or Flex Plan Application, the Plan Holder agrees to be bound by the terms of this Contract. Plan Holder's Meal Plan or Flex Plan Application will not be considered until Plan Holder has signed this Contract and, if Plan Holder is a minor, until Plan Holder's Parent or Legal Guardian has signed this Contract.

I. TERM OF CONTRACT

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

A. Meal Plans or Flex Plan Applications are a commitment for the entire traditional academic year (which include both the fall and spring semesters), or for the remaining portion of the academic year after the Plan Holder signs the 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. Only certain dining facilities may remain open during breaks (i.e., Thanksgiving, Fall, Winter, and Spring Break). All other dining facilities are closed during said academic breaks and between semesters. Refer to <http://www.uky.edu/ukdining> for an updated list of facilities and their hours of operation.

B. The Fall Dining Period for Contracts begins August 19, 2019, and ends December 20, 2019. The Spring Dining Period for Contracts begins January 12, 2020, and ends May 8, 2020.

C. Meal Plans and Flex Dollars are not active during the following Holiday and Break schedule:

1. Fall Break: The Dining Period ends after dinner on October 18, 2019 and begins with lunch on October 22, 2019.
2. Thanksgiving Holiday: The Dining Period ends after dinner on November 26, 2019 and begins with dinner on December 1, 2019.
3. Winter Break: The Dining Period ends after lunch on December 20, 2019 and resumes for dinner on January 12, 2020.
4. Spring Break: The Dining Period ends after lunch on March 13, 2020 and resumes for dinner on March 22, 2020.

III. ELIGIBILITY

A. Plan Holders living off campus or in University Flats, University Grad and Family Housing, the German House or Greek housing are eligible to participate in a Commuter Meal Plan or Flex Plan. Meal Plans and Flex Plans are restricted for use by the Meal Plan Holder only. Meals to be consumed by anyone other than the Plan Holder must be purchased using Guest Meals or Flex Dollars.

III. RATES

A. The charge for a Meal Plan or Flex Plan will be posted **each semester** 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. The Meal Plan and Flex Plan Rates schedule is subject to change by action of the Board of Trustees. 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>

IV. CONDITIONS

The Plan Holder's use of the 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 Meal Plan or Flex Plan for the purpose of acquiring meals, flex, services or refunds from the University is strictly prohibited. The foregoing acts shall automatically result in review by the University administration and revocation of privileges under the Meal Plan or Flex Plan, without refund, unless the administration specifically finds substantial mitigating circumstances.

B. The Plan Holder will be responsible for all charges/purchases made against the 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 academic year. The Plan Holder will be **automatically billed each semester**. The financial transactions are processed through Student Account Services.

D. The Plan Holder will begin the spring semester on the same plan they were enrolled in at the end of the fall semester (see Section V. A. for changes.)

E. The Meal Plan program is designed around Plan Holders using their Meal Swipes in residential dining facilities Fresh Food Company at The 90 and Champions Kitchen at Champions Kitchen Hall.

F. At the discretion of UK Dining (with University review and approval), facilities where Meal Swipes or Flex Dollars are accepted may change during the year.

G. On the Unlimited Meal Plan, Unlimited Meals refers to usage in Fresh Food Company and Champions Kitchen up to every 30 minutes during operating hours. Unused Weekly Meals cannot be refunded, accumulated, or carried over to the next week. Unused Block Meals cannot be refunded or carried over to the next semester.

H. Unused Flex Dollars will carry forward from fall to spring for Plan Holders enrolled in a Meal Plan or Flex Plan for the spring semester. If Plan Holder does not have an active Spring Meal Plan or Flex Plan, Plan Holder will forfeit all unused Flex Dollars at the end of the Fall semester. All Flex Dollars are non-transferable, non-refundable and expire at the end of the Spring semester.

I. In residential dining facilities, Fresh Food Company and Champions Kitchen, 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.

J. Plan Holders must respect the rights of, and cooperate with, other Plan Holders in maintaining a clean and pleasant atmosphere.

K. Failure to use the Dining plan does not void the contract.

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

A. MEAL PLAN CHANGES

1. Plan Holders may upgrade their Meal Plan or Flex Plan at any time during the semester. Charges for a weekly or unlimited Meal Plan will be prorated. All charges or credits will be applied to the Plan Holder's myUK student bill.
2. Plan Holders may downgrade their 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. The downgrade deadline is August 30, 2019, for fall and January 24, 2020, for spring. Downgrades will not be accepted after these dates.
3. Plan changes made during the semester will take effect 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 Non-Residence Hall 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 8/19/2019** (the day meal plans becomes active for fall semester) or within 72 hours of purchase if purchased on or after 8/19/2019. Plan Holder must communicate in writing to contactukdining@lsv.uky.edu or by mail to the following address: UK Dining Center, 165 Avenue of Champions, 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 are not eligible to file an appeal on behalf of the Plan Holder. <http://www.uky.edu/hdac/>

The grounds for appealing for release from this Contract are found at: <http://www.uky.edu/hdac/criteria-requesting-release>

These are not grounds the Committee considers during the contract appeal review process:

- a. **Vegetarianism or Veganism**: UK Dining carefully considers the needs of vegetarians and vegans in menu planning and equipment maintenance. Residential dining facilities Fresh Food Company and Champions Kitchen offer vegetarian and/or vegan items as part of their menu. Additional facilities also offer vegetarian and/or vegan items throughout campus. Menus and nutritional information are available at www.uky.edu/UKDining. Plan Holders can meet with the UK Dining dietitian to go through menus in detail, discuss preferences, and request additions.
- b. **Celiac Disease or Gluten allergies**: UK Dining carefully considers the needs of Plan Holders that cannot eat gluten in menu planning and equipment maintenance. Residential dining facilities Fresh Food Company and Champions Kitchen offer items made without gluten either as part of their regular menu or upon special request. Menus and nutritional information are available at www.uky.edu/UKDining. Plan Holders can meet with the UK Dining dietitian to go through menus in detail, discuss preferences, and request additions.
- c. **Eating Disorders**: Support for Students struggling with disordered eating or an eating disorder is available through the Counseling Center or the UK Dining dietitian.
- d. **Conscious Choice or Opinions**: A Plan Holders' conscious choice or opinions -- for example: "dining food is unhealthy or disagreeable, dining does not offer the options I want, or I am following diet X and can't find anything to eat, etc." -- is not considered justification for release. Menus and nutritional information are

available at www.uky.edu/UKDining. Plan Holders can meet with the UK Dining dietitian to go through menus in detail, discuss preferences, and request additions.

e. **Plan Holder's Schedule:** Plan Holders' should familiarize themselves with the dining schedule, facilities, and meal periods and consider these hours when planning for classes, work off campus, and extracurricular activities. Locations and hours of operation are available at www.uky.edu/UKDining. Assistance is available through the Dining Center to help determine the best way for a Plan Holder to utilize their Meal Plan or Flex Plan.

f. **Plan Holder's Lack of Knowledge:** It is the Plan Holders' responsibility to read the Contract and accept its conditions prior to signing. It is also the Plan Holders' responsibility to regularly check and maintain their bill with UK Student Account Services.

D. DENIED ADMISSION OR ACADEMIC SUSPENSION

b. If a Student is denied admission to the University the Student will not be charged for any fees, provided that Plan Holder cancels their Dining Contract with the Dining Center prior to first day meal plan becomes active for each semester.

c. If a Student is suspended from the University for academic reasons then prorated Meal Plan or Flex Plan charges will be assessed through the date written notification is received to UK Dining or the date the Plan Holder last utilized a dining facility, whichever occurred later.

d. UK Dining may cancel this Contract if a Student's admission to the University has been denied or cancelled.

E. WITHDRAWALS OR ACADEMIC SUSPENSION

b. If a Plan Holder withdraws from enrollment in the University, this Contract will be terminated immediately upon the receipt of notification made in writing directly to the Dining Center or by email to contactukdining@lsv.uky.edu. 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 Meal Plan or Flex Plan charges hereunder, regardless of last usage of the plan, until official written notification of withdrawal is received by the Dining Center, or until this Contract is cancelled by UK Dining.

c. If a Plan Holder withdraws from enrollment in the University during an academic semester, once withdrawal has been completed and Plan Holder has notified UK Dining of Plan Holder's withdrawal, they will be assessed a prorated charge for the Meal Plan or Flex Plan. If Plan Holder's withdrawal occurs after the twelfth (12th) week of classes, then Plan Holder will be responsible for the full semester charges for their plan.

d. Plan Holders who had a Meal Plan or Flex Plan for the fall semester and are not returning to the University for the spring semester must notify the Dining Center in writing prior to the first day of class of the spring semester. If Plan Holder withdrawals between the Fall and Spring semester Plan Holder will be charged 50% of the Dining Plan Rates for the spring semester. If the Plan Holder has not provided the aforesaid notice to UK Dining prior to the first day of class of the spring semester, then Plan Holder will be considered as a current Plan Holder and assessed spring semester rate for Plan Holder's assigned Meal Plan or Flex Plan.

e. If the Plan Holder withdraws from the University during the period of this Contract and then re-enrolls during the same academic year they withdrew, the Contract shall remain valid.

f. Plan Holder understands that notices made to the Registrar's Office, Admissions Office, Housing Assignments office, or other University offices do not constitute official notice to UK Dining.

VI. 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

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.**



**University of Kentucky Commuter Students Fall 2019 - Spring 2020
Meal Plan and All Flex Plan Form**

UK Dining Center, RM 382A, 160 Avenue of Champions, Lexington KY 40506 PH: (859)257-2220 WEB: www.uky.campusdish.com

Policy

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/contract, the plan holder shall be liable for all required payments and charges.

Upgrades made be anytime in the semester. Downgrade deadline is 9/30/2019 for Fall and 1/24/2020 for Spring.

Select ONE :	<input type="checkbox"/> Upgrade	<input type="checkbox"/> Downgrade	<input type="checkbox"/> New Plan
<input type="checkbox"/> Fall and Spring (auto rebill spring semester)			<input type="checkbox"/> Spring Only

Select ONE Meal Plan or All Flex Plan or Create Your Own Plan:

Commuter Plans	# of Weekly Meals	Flex Dollars	Total Semester Cost
<input type="checkbox"/> All Access White	Unlimited*	\$400	\$2,140
<input type="checkbox"/> All Access Blue	Unlimited*	\$250	\$2,035
<input type="checkbox"/> Weekly 10	10	\$75	\$1,575
<input type="checkbox"/> Off Campus 175	175 / Per Semester	\$250	\$1,340
<input type="checkbox"/> Super Flex 800	----	\$800	\$750 (\$50 free Flex)
<input type="checkbox"/> All Flex 550	----	\$550	\$525 (\$25 free Flex)

*All Access refers to unlimited access to Champions Kitchen and Fresh Food Company with only a 30-minute buffer between each visit.

CREATE YOUR OWN – Prorating is unavailable		
Select Meal Plan	Breakdown in Pricing	Total Cost – Per Semester
<input type="checkbox"/> 25 Meals + \$100 Flex	\$225 + \$95 (\$5 free Flex)	\$320
<input type="checkbox"/> 25 Meals + \$200 Flex	\$225 + \$170 (\$30 free Flex)	\$395
<input type="checkbox"/> 25 Meals + \$300 Flex	\$225 + \$240 (\$60 free Flex)	\$465
<input type="checkbox"/> 50 Meals + \$100 Flex	\$405 + \$95 (\$5 free Flex)	\$500
<input type="checkbox"/> 50 Meals + \$200 Flex	\$405 + \$170 (\$30 free Flex)	\$575
<input type="checkbox"/> 50 Meals + \$300 Flex	\$405 + \$240 (\$60 free Flex)	\$645
<input type="checkbox"/> 100 Meals + \$100 Flex	\$725 + \$95 (\$5 free Flex)	\$820
<input type="checkbox"/> 100 Meals + \$200 Flex	\$725 + \$170 (\$30 free Flex)	\$895
<input type="checkbox"/> 100 Meals + \$300 Flex	\$725 + \$240 (\$60 free Flex)	\$965

Plan Holder PLEASE PRINT

UK Student ID Number: _____ Student **UKY.EDU** Email: _____

Name:(**LAST**, First) _____

Student Phone: _____

**** I have read the Dining Plan Terms & Conditions Contract & Cancellation Policy. I understand all plans are for the 2019-2020 academic year and I will automatically be billed in the spring semester.**

Student Plan Holder Signature: _____ Date: _____

Dining Center Employee _____