

New Mexico State University
Fall 2006/Spring 2007
ANNUAL CAMPUS DINING SERVICES CONTRACT

Student Name _____ **Date** _____

ID# _____ **E-mail address** _____

Home Address _____

City _____ **State** _____ **Zip** _____

Circle 2006-2007 year in school: 1st year 2nd year 3rd year 4th year Graduate/Professional/Continuing Education/Other **Spring Only Meal Plan**

Meal Plan Options

First Year Plans

(Freshmen in Campus Housing Must Choose One of these Plans)

- _____ Plan A – Unlimited plus 100 flex points - \$ 1,175
- _____ Plan B – 225 entrances to Taos plus 150 flex points - \$1,175
- _____ Plan C – 150 entrances to Taos plus 200 flex points - \$1,175

Upper-Class Plans and Commuter Plans

- _____ Plan A – Unlimited plus 100 flex points - \$ 1,175
- _____ Plan B – 225 entrances to Taos plus 150 flex points- \$ 1,175
- _____ Plan C – 150 entrances to Taos plus 200 flex points- \$1,175
- _____ Aggie Plan – 80 entrances to Taos plus \$100 flex points - \$620
- _____ Pete’s Plan – 50 entrances to Taos plus \$100 flex points - \$420
- _____ Crimson Plan – 12 entrances to Taos plus \$175 flex points - \$250

IMPORTANT CONTACT TERMS

Please reserve for me the meal plan indicated above for the **entire academic year**. To make any change to my choice of meal plan I must notify the ID Services Office, PO Box 30004, MSC 3AUX, Las Cruces, NM 88003-8004 in writing or in person within the first two weeks of dining operations for each semester. No cancellations in meal plans will be accepted after the meal plan starts. A \$15.00 one time application fee needs to accompany this form.

I agree to all the terms and conditions regarding the purchase and use of a Campus Dining Plan.

Student Signature _____

For Office Use
Date Received _____ Date entered into System _____

Application Fee Waiver: _____ Application Fee Paid _____

How Paid: CASH _____ Check _____ Credit Card _____

Add'l Amount Rec'd _____ Notes: _____

Agreement Term—The term of this Dining Services Agreement is for the entire academic year, with meal allotments and flex points being issued on a semester by semester basis. This agreement provides meals during the fall and spring semesters of a regular academic year. As a general rule, meal plan service will begin with dinner on the date that the residence halls open and end with brunch on the last day of classes. Meal plan service will not be available during extended University holiday periods. Actual operational dates will vary according to individual locations and the academic calendar.

Eligibility—This agreement is mandatory for freshman students living in campus residence halls. Eligibility requirements established in the Single Student Housing Agreement shall apply. Other students may participate as long as they are registered New Mexico State University students for the semester in question.

Acceptance—The student accepts the terms and conditions of this agreement upon submission of the Dining Services Application.

Dining Program— All freshmen who live on campus are required to have a Dining Plan as part of the room and board package. Details of each plan are listed on the front of this form.

Plan design is subject to change, with appropriate written notice provided to those students who have already submitted preference forms.

We will make every effort to accommodate your special dietary needs or other health considerations. It is important, however, that you contact us in advance of the first serving day to make these arrangements. Under certain circumstances, supporting documentation may be required to assist us in meeting your needs. If you have special considerations, please include these on a separate sheet of paper attached to your dining services agreement form.

Students may change to another allowable plan during the first two weeks of meal operation. Plan changes will not be accepted after the established deadline for either the fall or spring semester.

Terms of Payment / Charges / Refunds—A \$15 one time non-refundable application fee must accompany all dining service applications. Meal plan charges are due and payable at University Accounts Receivable in conjunction with other charges (i.e. tuition, fees, housing, etc.). Plan charges shall be assessed on a semester basis and are subject to all applicable University policies and procedures as established by University Accounts Receivable.

Prior to the start of meal service, students who cancel their request for single student housing are also canceling the dining service agreement for meal service, unless otherwise noted in the letter of cancellation.

Agreement Termination by the Student- Once meal service has started for a given semester, students wishing to terminate the Dining Services Agreement must petition the Manager of the ID Card Office, or his/her designate, for approval of agreement termination. Failure to participate in the Dining Program does not release the student from this contractual obligation. All approved cancellations of the meal plan will be assessed a termination charge. Please refer to the termination charge schedule for charges that you are liable for if your cancellation is approved.

Students who have the meal plan package may petition to terminate this agreement only for one of the following reasons:

A. Non Attendance

1. Graduation - approved upon verification of graduation.
2. Withdrawal from University – approved upon completion of withdrawal.
3. Transfer- Formally leaving the University to attend another institution, or if you are transferring to another NMSU branch campus other than Dona Ana Branch.
4. Non admittance to the University.

B. Marriage

Contract termination due to marriage will be approved no sooner than two weeks prior to the date of the marriage and only when verification of documents presented as proof of marriage has occurred.

C. Financial Hardship

You must provide documented evidence that there has been a significant, unexpected change in your financial situation, or that of any other(s) supporting you, from the time you entered into the agreement to present, and that this change renders you incapable of fulfilling the financial obligations associated with campus dining commitment.

D. Medical Condition

Substantiation of a medical condition with dietary requirements that cannot be met by the services of Campus Dining. Documentation from a medical doctor must be provided. A University dietician will rule on the ability of Campus Dining to meet the prescribed diet.

E. Program or Academic Project

Student must provide proof of participation in an approved program or academic project that provides and/or requires meals off campus for the semester.

F. Freshmen cancellation/termination of Single Student Housing Agreement

Student must provide proof of Housing Agreement termination.

G. Co-op/Academic Internship/Student Teaching

Student must provide verification of program participation.

The following Termination Charge Schedule applies for students who have been officially released from the dining services agreement:

| Time | Charge |
|--|-------------------|
| Open day of meal service but prior to 5pm on the first day of classes: | \$10.00 a day |
| First Week from start of first day of classes | 15% of meal plan |
| Second Week from start of first day of classes | 25% of meal plan |
| Third /Fourth Week from start of first day of classes | 50% of meal plan |
| Fifth/Sixth Week from start of first day of classes | 75% of meal plan |
| Seventh Week from start of first day of classes | 100% of meal plan |

Agreement Termination by the University—Upon reasonable notice and for good cause, the University reserves the right to terminate this agreement for failure of the student to abide thereby. Examples of good cause include, but are not limited to, failure to abide by the terms of this agreement, a change in student status (including academic or disciplinary suspension), or failure to comply with the policies and regulations contained in the Campus Dining Services program brochure and/or official informational bulletins distributed by Campus Dining Services, which are hereby incorporated into this agreement.

The NMSU Student ID Card—Membership eligibility and associated flex point balances are a feature of the New Mexico State University Identification Card. Students must present their ID card in order to gain entry into the dining area (Taos Restaurant) or to have meals at other locations. Cards and/or meals may not be transferred to other individuals. Lost cards are to be reported to the ID Card Office, located in the Corbett Center Student Union, as soon as possible. There is a fee charged for the replacement of a lost or stolen card.

Important Notice: Submission and acceptance of a Dining Services Application Form executes this agreement and implies acceptance on the part of the student of all terms and conditions stated herein.