



University Dining  
Kennesaw State University  
Spring 2018 Meal Plan Guidelines  
Terms and Conditions

## **I. Eligibility and General Overview**

- A. This contract is conditional upon admission to the University and does not guarantee admission or acceptance to the University. To be eligible to purchase a meal plan, a person must be currently enrolled in and attending at least one class at Kennesaw State University ("University") during the Spring 2018 semester.
- B. Alternatively, a person may purchase a meal plan if they are employed as faculty or staff at the University.
- C. The University reserves the right not to contract with persons who are currently violating the terms and conditions of a housing and/or meal plan contract, or who have violated University and/or University Dining rules or regulations, or who have a past due balance with the University.
- D. Meal plans include meals and Dining Dollars, and are personal, non-transferrable, and non-assignable. To access meal plans, guests must present their own KSU ID card.

## **II. Contract Period**

- A. This contract is effective only for the Spring 2018 semester, from January 8<sup>th</sup> - May 7, 2018. Meal plans purchased within this period will not be pro-rated.
- B. Meal service will be unavailable March 31-April 6, 2018.
- C. The University shall not be responsible for any failure to provide meals in the event conditions exist not wholly within its control (e.g. Acts of God, fire, strikes, public disturbances, natural disasters, etc.).

## **III. Dining Locations**

- A. The University shall provide a variety of dining locations on both the Kennesaw and Marietta campuses during the contract period in §II-A. Hours of operation for each of these locations are at the discretion of the University and may be changed at any time. No specific hours or dining location availability is guaranteed.
- B. The meals portion of the meal plans can be utilized only in The Commons (Kennesaw) or Stingers (Marietta) and only during the Contract Period in §II-A. Dining Dollars can be used in any University-operated dining location.

## **IV. Meal Plan Requirements**

- A. Residential students are required to buy a meal plan. For details, see:

[http://dining.kennesaw.edu/meal\\_plans/spring\\_2018\\_residential\\_student\\_meal\\_plans.php](http://dining.kennesaw.edu/meal_plans/spring_2018_residential_student_meal_plans.php)

## **V. Exceptions to Meal Plan Requirements**

- A. SPSU students that completed the Spring 2015 semester and who were sophomores, juniors, or seniors as defined in §IV-B at the conclusion of the Spring 2015 semester will be exempt from the meal plan requirements as long as they remain actively enrolled at the University.

## **VI. Meal Plan Upgrades and Optional Purchases**

- A. Residential students may elect to upgrade their minimum required plan to a larger meal plan by either requesting the upgrade via Owl Express or completing a Change Request Form through University Dining. The total cost of the larger plan will be applied to the student's account and payment is due per the conditions in §VII.
- B. Meal plan upgrades are available through 12:00 PM of Drop/Add and cannot be changed after this point.
- C. Optional (non-mandatory) meal plans for students and non-students may be purchased online with a credit or debit card. All online purchases/deposits are final and nonrefundable outside the provisions of this contract.

## **VII. Charges & Payments**

- A. Meal plan rates can be found online at [dining.kennesaw.edu](http://dining.kennesaw.edu). Rates are up to the discretion of the University and may change annually.
- B. Meal plan charges for required plans will be included on the student account via Owl Express and must be paid in full to the Bursar's Office by the appropriate payment deadline. Failure to pay will result in the student's classes being dropped for nonpayment.
- C. Students and non-students are responsible for all meal plan charges, whether or not the plan is utilized within the specific contract period. There is no refund for unused meals or Dining Dollars. Unused Dining Dollars will carry forward to the Spring 2018 semester, after which point unused funds will revert to the University.
- D. University may withdraw meal privileges for failure to pay charges by the required date. If meal privileges are withdrawn, the meal plan charge will not be refunded.

## **VIII. Termination of Contract**

- A. Neither students nor non-students may terminate this contract except upon official withdrawal or separation from the University or under extraordinary circumstances with written approval from University Dining.
- B. Refunds for residential students who have been granted a contract termination will be based on a pre-determined proration and a \$35 administrative fee. Pro-ration rates can be found online at [dining.kennesaw.edu](http://dining.kennesaw.edu).
- C. Refunds for non-residential students who have been granted a contract termination will be based on the actual meal plan usage at the door rate and a \$35 administrative fee.
- D. University may terminate this contract and immediately cancel a meal plan for any of the following reasons:
  - a. Students' failure to pay any charges or payments by the due date;
  - b. Violation of University Dining rules or regulations;

## **IX. Governing Law**

- A. This agreement shall be governed pursuant to the laws of the State of Georgia, without regard to its choice of law principals.