These Terms and Conditions are incorporated by reference and become a part of the Kennesaw State University (“University”) Spring 2014 Meal Plan 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 KSU Meal Plan Contract, unless the context clearly states otherwise. “Student,” where applicable, refers to both Student and Guarantor, jointly and severally. “Contract” refers to both the following Meal Plan Contract Terms and Conditions and the KSU Meal Plan Contract for the current academic semester.

Definitions:
- **Add/Drop** – Time period at the beginning of each semester in which Student may make adjustments to their course schedules.
- **Commuter Student** – Student who does not reside in on-campus housing.
- **Culinary & Hospitality Services** – Department of the University responsible for administering meal plans and managing all dining services on the campus.
- **Dining Dollars** – Money on the Student ID card, which can be utilized at any Retail Venues. Dining Dollars transfer from the fall to spring semesters, and expire at the end of each spring semester.
- **Dining Facilities** – Dining locations at KSU that accept meal plans as payment.
- **Final Payment Deadline** – Last day to pay all tuition, fees, and charges for a semester.
- **Full Time Student** – Any Student taking twelve (12) or more hours in a semester.
- **Guarantor** – A person or entity that agrees to be jointly and severally liable with the Student for Student’s debt or performance under this Contract if Student fails to pay or perform. A Guarantor is required to sign the Meal Plan Contract when the Student is below the age of 18.
- **Mandatory Plan** – The minimum plan required to be in place based on a Student’s class designation and status as a Residential or Commuter Student.
- **Meals** – A component of a Meal Plan; meals can be utilized in The Commons, KSU’s dining hall.
- **Meal Plan** – A plan recognized by the Revenue Department of the State of Georgia, which permits a Student to purchase meals that are exempt from state sales tax. Meal Plans consist of two components: Meals and Dining Dollars.
- **Meal Plan Cancellation Request Form** – Used to request a cancellation of or waiver for any Meal Plan.
- **Meal Plan Change Request Form** – Used to request a change to any previously contracted Meal Plan.
- **Meal Plan Office** – The main office of the meal plan program, which is located in The Commons.
- **Optional Plan** – Any plan selected by a Student who is not required to purchase a Mandatory Plan.
- **Plan Week** – The seven (7) day period that runs from Sunday, 12:00 a.m. to Saturday, 11:59 p.m.
- **Residential Student** – Any Student residing in one of the University’s residential communities (University Place, University Place Phase II, University Village, University Village Suites, and KSU Place).
- **Retail Venues** – Any non-dining hall eateries operated by Culinary & Hospitality Services.
- **Student** – Any non-employee of KSU registered for at least one (1) credit hour during a semester. Status as a student or employee is noted on the KSU ID card.

This Contract between the University and Student provides dining accommodations to Student in Dining Facilities designated by the University for the Contract Period specified in Section X.

I. **Terms and Conditions**

The Contract is conditional upon 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 entitled to purchase a sales tax exempt meal plan. This Contract is effective only for the specified Contract Period. **Meal privileges cannot be carried from one Contract Period to another.** At the end of each Semester, all Meal balances will be reset to zero. **Dining Dollars will roll forward from fall to spring semester; unused Dining Dollars will expire at the end of the spring semester.** The Contract cannot be sold or transferred. Neither Meals nor Dining Dollars can be traded, sold or transferred to a third party.
II. University Obligations

The University shall provide access to The Commons as detailed in Section X – Contract Period. Student may redeem individual meals in The Commons during this Contract Period. The University shall provide specific hours of operation for Retail Venues, during which Student may redeem Dining Dollars. Hours of operation at Retail Venues are left to the discretion of the University and may be changed at any time. 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, University shall be excused from the performance of those obligations to the fullest extent allowed by law. University has no obligation to allow special dining arrangements for Student if there is a conflict with the meal plan hours due to Student’s work and/or course schedule.

III. Student and Guarantor Obligations

Student agrees to pay all charges when due and to comply with and abide by the provisions of this Contract, the KSU Student Code of Conduct located in the Department of Student Conduct and Academic Integrity (SCAI), the Rules and Regulations posted on the KSU Culinary Services website located at www.kennesawstatedining.com, and all other current and future University rules and regulations governing student conduct or pertaining to the University meal plans (individually and collectively called the “University Regulations”).

Student acknowledges and agrees that University Regulations and policies affecting the Contract are subject to change. Changes to the rates or fees will only occur as a result of budgetary issues or extraordinary changes in food costs. Changes and additions in the rates, fees, regulations, or policies shall be communicated to Student by e-mail. All electronic communications will be sent to Student’s official University e-mail address. Changes and additions to rates or fees and University Regulations and policies affecting the Contract become effective and binding at the first date of said electronic communication. Student agrees that, if found by the University to be in violation of the Contract or of any of the University Regulations related thereto, he or she will be subject to disciplinary actions as defined by SCAI. Actions may include forfeiture of a Student’s meal plan. Student agrees to keep the University accurately informed about Student’s contact information by updating that information using the OWL Express website.

IV. Payments

Meal plan charges will be included on Student’s tuition and fee statement. Full payment is due to the Bursar’s Office by the same due date as Student’s balance of tuition and fees.

V. Cancellation of Contract

Student is responsible for paying the full amount of all charges under this Contract for the Contract Period, unless the Contract is cancelled in compliance with one of the following provisions:

a. Exemption from Mandatory Plan Requirements: A Student may request exemption from the Mandatory Plan for either an existing medical or financial circumstance. For Fall 2014, all requests must be received by 5:00pm on the following dates:
   i. Financial: August 4, 2014
   ii. Medical: Prior to or during the Contract Period. Requests submitted after the Contract Period will not be accepted.
b. **Convenience:**
   i. Students who purchased an Optional Plan may cancel or downgrade said plan for any reason during the Fall 2014 semester.
   ii. Students who upgraded their Meal Plan may make adjustments to the upgrade until 5:00pm on the final day of Add/Drop. After this date/time, any changes are up to the discretion of the University.

c. **Withdrawal/Expulsion:** The Contract may be cancelled at any point during the semester if Student ceases his or her relationship with the University by withdrawing from courses. Students who are expelled from the University for any reason shall not be entitled to any form of Meal Plan refund.

The following will apply to any type of cancellation included in this contract:

a. Upon approval of cancellation per the terms of this Contract, the University will credit the Student’s account with the total cost of Meal Plan less:
   a. A non-refundable Administrative Fee of $25, unless:
      i. Student has been activated in the United States Armed Forces.
      ii. Refund is due to an approved exemption request.
   b. A charge for any Meals or Dining Dollars utilized. This amount will be determined by the guidelines in Section VII-a.

VI. **Contract Rates**

   a. Mandatory Plan Requirements

<table>
<thead>
<tr>
<th>Student Group</th>
<th>Meal Plan</th>
<th>Meals Included</th>
<th>Dining Dollars Included</th>
<th>Plan Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential (adjust. earned credit hours)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Year (≤ 29)</td>
<td>Access115</td>
<td>115</td>
<td>$100</td>
<td>$1,183</td>
</tr>
<tr>
<td>Sophomore/Junior (30 – 89)</td>
<td>Access14</td>
<td>14</td>
<td>$20</td>
<td>$152</td>
</tr>
<tr>
<td>Senior/Graduate (≥ 90)</td>
<td>Access7</td>
<td>7</td>
<td>$10</td>
<td>$78</td>
</tr>
</tbody>
</table>

|                          |           |                |                         |           |
| Full-Time Commuter (adjust. earned credit hours) |           |                |                         |           |
| First Year (≤ 29)        | Access40  | 40             | $75                     | $452      |
| Sophomore/Junior (30 – 89) | Access14 | 14             | $20                     | $152      |
| Senior (≥ 90)            | Access7   | 7              | $10                     | $78       |

VII. **Upgrade Options**

a. Student may upgrade to any plan, including one of the above-mentioned mandatory plans. Upgrade requests are to be submitted via Owl Express.

b. Upgraded plans cannot be smaller than Student’s minimum required plan.

<table>
<thead>
<tr>
<th>Meal Plan</th>
<th># of Meals</th>
<th>Dining Dollars</th>
<th>Plan Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access25</td>
<td>25</td>
<td>$60</td>
<td>$300</td>
</tr>
<tr>
<td>Access75</td>
<td>75</td>
<td>$150</td>
<td>$850</td>
</tr>
<tr>
<td>Gold</td>
<td>Unlimited</td>
<td>$200</td>
<td>$2,289</td>
</tr>
<tr>
<td>3Square</td>
<td>Three (3) per day</td>
<td>$200</td>
<td>$2,093</td>
</tr>
</tbody>
</table>

VIII. **Takeout Meals**

a. Student may opt into the take-out program within The Commons, which requires the purchase of a reusable take-out container from Culinary & Hospitality Services.

b. Students upgrading to the Gold or 3Square plans will be included in the take-out program at no cost.
IX. **Guest Usage Allowances**
   a. **Access Plans**
      i. Guests permitted only in the presence of the planholder.
   b. **Gold or 3Square**
      i. Five (5) guest meals are provided for use throughout each Contract Period.
         Beyond the provided guest meals, Student may not utilize their meal plan for guests. Additional guests must purchase a one-time entry.

X. **Contract Period**
   The Contract Period will commence at 10:30am on August 15, 2014 and end at 8:00pm on December 15, 2014. Certain exclusion dates apply and are listed below.

   **Exclusion Periods (dates Meal Plan use is unavailable):**

   | November 24 – 30, 2014 | Fall Break |

XI. **Miscellaneous**
   The Contract and all documents incorporated in it supersede all prior agreements regarding the meal plan, written or oral, between the 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. The Contract, including all documents incorporated in it, 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 the Student and University (and Guarantor, if applicable).

   The Contract shall be construed under and in accordance with the laws of the State of Georgia and all obligations of the parties created by the Contract shall be performable in Cobb County, Georgia. If any one or more of the provisions contained in the Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

XII. **Notices**
   Any notice, request, or other communication required or permitted to be delivered under the Contract, shall be in writing and shall be deemed received (a) when actually delivered by hand delivery, (b) when delivered to the student’s official KSU e-mail address, or (c) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Student at address on record and addressed to University at the address stated below:

   Kennesaw State University
   Culinary & Hospitality Services
   1000 Chastain Road,
   Bldg. 40, MD #4000
   Kennesaw, GA 30144-5591

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