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 2015 semester.
   B. 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 Culinary & Hospitality Services rules or regulations, or who have a past due balance with the University.
   C. Meal plans include a meals and Dining Dollars and are personal, non-transferable, and non-assignable. To access meal plans, students must present their own KSU ID card.

II. Contract Period
   A. This contract is effective only for the Spring 2015 semester, from January 5 – May 6. Meal plans purchased within this period will not be pro-rated.
   B. Meal service in The Commons will begin at 10:30am on January 5 and end at 8:00pm on May 6. Meal service in The Commons will not be available from April 4 – 10.
   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. University shall provide a variety of dining locations during the contract period. Hours of operation for each of these dining locations are set at the discretion of the University and may be changed at any time. No specific hours or dining location availability is guaranteed. Information on specific hours of operation can be found online at [www.kennesawstatedining.com](http://www.kennesawstatedining.com).
   B. The meals portion of the meal plans can be utilized only in The Commons. The Dining Dollars portion of the meal plans can be used in any University-operated dining location.

IV. Meal Plan Requirements
   A. University requires all students that meet at least one of the following conditions during the contract term to purchase a minimum meal plan for the Spring 2015 semester:
      a. Undergraduate enrolled for 12+ credit hours;
      b. Residing in on-campus housing;
   B. Meal plan requirements are based on the total number of adjusted earned credit hours based on the following non-negotiable guidelines:
      a. First-year (“freshmen”): ≤ 29 hours
      b. Sophomore: 30 – 59 hours
      c. Junior: 60 – 89 hours
      d. Senior: 90+ hours

V. Meal Plan Upgrades and Optional Purchases
   A. 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 Culinary & Hospitality Services. The total cost of the larger plan will be applied to the student’s account and payment is due per the conditions in Section VI.
   B. Meal plan upgrades are available through 5:00pm on Add/Drop and cannot be changed after this point.
   C. Optional (non-mandatory) meal plans and Dining Dollars may be purchased and/or deposited online by a student or non-student with a credit or debit card. All online purchases/deposits are final and nonrefundable outside the provisions of this contract. Credit card disputes leading to chargebacks will result in an administrative fee of $35 charged to the student’s account.

VI. Charges & Payments
   A. Meal plan rates vary by plan type and can be found online at [www.kennesawstatedining.com](http://www.kennesawstatedining.com). Meal plan rates are up to the discretion of the University and may change on an annual basis.
   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 student’s specific payment deadline. Failure to pay will result in the student’s classes being dropped and a hold placed on the student’s account.
   C. Student is responsible for all meal plan charges for the contract period whether or not the plan is utilized. There is no refund for unused meals or Dining Dollars. Unused Dining Dollars revert to the University after the Spring 2015 semester.
   D. University may withdraw meal privileges for failure to pay charges by the required date. If meal privileges are withdrawn, the amount charged for the meal plan contract will not be reduced.

VII. Termination of Contract
   A. Student may not terminate this contract except upon official withdrawal from the University or under extraordinary circumstances with written approval from Culinary & Hospitality Services through separate, formal processes, which have specific dates and deadlines.
   B. Refunds for students who have been granted a contract termination will be based on total cost less actual meal plan usage and a $35 administrative fee.
   C. 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 or Culinary & Hospitality Services rules or regulations;
   D. Non-students may not terminate this contract except under extraordinary circumstances with written approval from Culinary & Hospitality Services through separate, formal processes with specific dates and deadlines.

VIII. 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.