Terms and Conditions of Optional Dining Plan Agreement

For consideration exchanged herein, Boston University (University) and student agree as follows:

This Optional Dining Plan Agreement is for the entire 2016–17 academic year, and service provided under this agreement shall begin with breakfast on Saturday, September 3, 2016, and end with dinner on Friday, May 12, 2017. The University shall provide the plan selected on the front of this agreement, and the student agrees to pay the stated amount. Each dining plan combines a specific number of meals with dining points.

MEALS. Meals can be used at any of the three residence dining rooms (Fresh Food Co. at Warren Towers, Fresh Food Co. at West Campus, Fresh Food Co. at Marciano Commons) for all-you-care-to-eat meals. Participants of the Kosher Plan may use their meals at the Hillel House kosher dining room. Each dining plan offers 10 guest meals per semester.

The Unlimited Plan, the 14-Plus Plan, the 9-Plus Plan, and the Kosher Plan have guaranteed meals reset weekly just prior to breakfast each Friday throughout the academic year. The 330 Plan and the 250 Plan meal balances are allotted at the start of each semester and offer a complete carryover of unused meals week to week and from Semester I to Semester II as long as the plan remains valid. There is no refund for missed or unused meals at any time during the year. Unused meals cannot be converted into either dining or Convenience Points.

DINING POINTS. Dining points can be used like cash at all Campus Dining Services locations. Dining points can be used to purchase meals at any of the retail dining locations (such as The Union Court and Late Nite Cafés), for pizza delivery, and for meals at residence dining rooms and the kosher dining room. Dining points are carried over from Semester I to Semester II for all valid plans, but are not carried over from academic year to academic year. At the end of the academic year, dining points are refunded at 50 percent of their value (when the balance is $10 or more). Dining points cannot be converted into Convenience Points.

CANCELLATION/CREDITS. The student may cancel a dining plan by submitting a written request to Boston University, Terrier Card Office, 775 Commonwealth Avenue, lower level, Boston, MA 02215, on or before the following cancellation deadlines—for Semester I, on or before Thursday, October 13, 2016; for Semester II, on or before Friday, January 13, 2017. Upon receipt of a timely request, the University will cancel the dining plan and credit the student’s account in accordance with the schedule maintained at the Terrier Card Office. The Optional Dining Plan Agreement will be cancelled for students whose status at the University is terminated for any reason and a dining points balance of $10 or greater will be rebated at 50 percent of the points value. If the Optional Dining Plan cancellation results in a credit balance on the student’s University account, then the student may submit a request for a refund, in writing, from Student Accounting Services, 881 Commonwealth Avenue, lower level, Boston, MA 02215.

PLAN CHANGES. For Semester I, plan changes will be accepted through Thursday, November 10, 2016. For Semester II, plan changes will be accepted through Thursday, March 23, 2017. All change requests must be filed at the Terrier Card Office, 775 Commonwealth Avenue, lower level. Plan changes will become effective the first Friday after the change is requested. (The meal and points entitlement week begins with breakfast on Friday.) There may be a charge associated with certain plan changes.

RESIDENCE ACCESS. Access and guest sign-in privileges for optional dining plan participants who live in on-campus apartment-style residences are determined by established University residence access policies. Optional dining plan participants living off campus have access to residence dining rooms during dining service hours, where access through a security system is required to enter a dining room. Optional dining plan participants living off campus do not have guest sign-in privileges at any residence on campus.

TERRIER CARD. The University will provide the student with an appropriately encoded Terrier Card which the student must present at the dining entitlement location for service. The Terrier Card must be carried at all times and may not be used by anyone other than the student named on the card; it remains the property of Boston University and must be surrendered to the University upon demand. Alteration or use of the card for any unauthorized purpose will result in confiscation, financial penalty, and/or disciplinary action. If the Terrier Card is lost, damaged, or stolen, the student should report this in person, by telephone, or in writing to Boston University, Terrier Card Office, 775 Commonwealth Avenue, lower level, Boston, MA 02215, 617-353-9966, Monday–Friday, 9 a.m.–5 p.m.; or in person to The Union Court Dining Services Office, 775 Commonwealth Avenue, Saturdays, Sundays, and holidays, noon–5 p.m. If the student reports loss or theft of the card within 2 business days, the student will be liable for $50, or for the amount of the unauthorized use before the student notifies the Terrier Card Office. The University reserves the right to inspect knapsacks and the like in order to prevent loss. The University does not provide dining service during official vacation and closedown periods. Food and related articles may not be taken from a residence dining room, except as permitted by the University Dining Services. Violations will result in disciplinary action. The University reserves the right to inspect knapsacks and the like in order to prevent loss. The University shall not be liable for any loss or damage related to the optional dining plan caused directly or indirectly by any act of God, law or public policy, act or omission of suppliers or carriers, strike, fire, flood, explosion, or other circumstances beyond the University’s reasonable control. The University may terminate this agreement (1) if the student fails to be registered at the University or fails to complete payment/settlement of his/her account in accordance with the University’s policies and procedures at any time during the term of this Agreement, or (2) if the student fails to comply with the provisions of this Agreement or with any relevant policy or procedure of the University, or any applicable law.

CHANGE IN TERMS. The University reserves the right to change the Terms and Conditions of the Optional Dining Plan Agreement upon notice to students.

GOVERNING LAWS. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.