

**Cornell University – Department of Campus Life  
Cornell Dining & Retail Services Contract  
Terms and Conditions: 2009-10**

**The following terms and conditions of the Cornell University Department of Campus Life and Cornell Dining and Retail Services CORNELL DINING CONTRACT apply to all meal plan and debit plan participants.**

**Meal Plan Enrollment**

**The Cornell Dining Contract is a legally binding contract and cannot be altered or modified without the prior consent of Cornell Dining and Retail Services. The Cornell Dining Contract is valid for the entire academic year and becomes binding when you sign the Dining Enrollment Form.** You will be billed once in the fall semester and again in the spring semester for the meal plan you choose. Meal plan charges are prorated weekly. If you apply for meal plan membership after the first week of meal plan service, you'll be charged a prorated amount as of the week your meal plan enrollment begins. Students living in Alice Cook House (Boldt Tower, Boldt Hall/Language House, North Baker Hall, Baker Tower, Cook House), Carl Becker House, Hans Bethe House (includes McFaddin Hall), Flora Rose House (includes Founders Hall, Lyon Hall, Mennen Hall, and South Baker Hall), or William Keeton House in 2009-10 are required to enroll in one of the Cornell Dining meal plans designated specifically for the House System buildings. You will be automatically enrolled in the House Traditional Plan if you have signed a housing contract, but you have not selected a house meal plan by June 1, 2009.

**Meal Plan Week.** The meal plan standard week begins on Thursday and ends on Wednesday. Your meal plan weekly meal balances are reset on Thursdays. Short weeks will be prorated accordingly. All You Care to Eat service is provided in the ten residential meal plan dining halls (North Star, Robert Purcell Marketplace Eatery, Risley Dining, Okenshields, Hans Bethe House - Jansen's Dining Room, 104West!, Cook House Dining Room, Becker House Dining Room, Keeton House Dining Room, and Rose House Dining Room).

**Administrative Fee.** A nonrefundable \$50 administrative fee is charged once each academic year.

**Your plan membership card and privileges are nontransferable; you cannot use your plan to obtain food or drink for others, except when using your plan's bonus meal privileges for guests.**

**Execution of the Cornell Dining Contract is not a commitment of admission to or continued enrollment in Cornell University.**

**Meal Plan Program Schedule**

**Opening and Closing Dates.** Meals served fall semester 2009 begin with lunch on August 21, 2009 and end with lunch on December 19, 2009. Meals served spring semester 2010 begin with dinner on January 19, 2010 and end with lunch on May 22, 2010. The meal plan program does not cover Cornell's recesses for fall break, Thanksgiving, winter intersession, or spring break. Big Red Bucks (BRBs) can be used during these recess periods.

**Scheduling.** Campus Life reserves the right to modify dining program hours of operation as demand dictates. Campus Life will make every reasonable effort to continue dining services during periods of weather emergency, power shortages, union actions, and similar circumstances.

**Changes, Cancellations and Refunds**

**Plan Changes.** The deadline dates for reducing your meal plan are **September 2, 2009 for the fall semester and February 3, 2010 for the spring semester.** You can add or upgrade a meal plan at any time. You can make changes online at [dining.cornell.edu](http://dining.cornell.edu) or at the Campus Life Housing & Dining Office, 206 Robert Purcell Community Center, Monday-Friday between 8:30 a.m. and 4:30 p.m. (you will need your Cornell ID card). Meal plan changes are prorated on a weekly basis. For debit plans, the unused balance of your old plan will be refunded, and you'll be charged the minimum required amount for your new plan. There is no penalty for changing meal or debit plans.

Students who move to fraternities or sororities cannot cancel meal plans, but are permitted to change to a similar or smaller meal or debit plan. Such change requests must include written verification from the Office of Fraternity and Sorority Affairs.

Students who move to University Cooperative Housing cannot cancel meal plans, but are permitted to change to a similar or smaller meal or debit plan.

**Cancellation.** The deadline for canceling your meal or debit plan is **September 2, 2009.** **Exception: Students who enroll in a meal or debit plan at the beginning of the spring semester can cancel through February 3, 2010. Residents of Alice Cook House, Carl Becker House, Hans Bethe House, Flora Rose House, or William Keeton House cannot cancel House Meal Plans.** Students transferring out of Alice Cook House, Carl Becker House, Hans Bethe House, Flora Rose House, or William Keeton House during the 2009-10 contract year must select a comparable meal plan. Students can cancel at the Campus Life Housing & Dining Office, 206 Robert Purcell Community Center, Monday-Friday between 8:30 a.m. and 4:30 p.m. (you will need your Cornell ID card). All meal plan refunds are prorated on a weekly basis; all debit plan refunds are based on usage.

**Change in status.** Fall-semester registered students currently enrolled in a meal or debit plan who *either* will not be attending Cornell during the spring semester *or* will be attending a Cornell program away from Ithaca must notify the Campus Life Housing & Dining Office, 206 Robert Purcell Community Center, by December 1, 2009, of their upcoming change in status to avoid being billed for spring-semester dining charges. Big Red Bucks (BRBs) balances are not refundable and must be used by the end of the fall semester.

**Leaves.** You can terminate your contract without penalty if you are granted a medical withdrawal or a required academic withdrawal or leave. You must pay for meal plan service used through your leave posted date or last usage date, whichever is later.

**Refunds.** Refunds are calculated on the basis of the number of serving weeks remaining in the semester. New York State tax law prohibits credits for meals missed during the contract period for any reason, including, but not limited to, academic scheduling, extracurricular activities, religious restrictions, special dietary needs, or the temporary closing of the dining units. Refunds will be made to your bursar account.

**Billing.** You are required to pay for the meal plan for which you are billed, within the specified time, even if you later change your meal plan. Charges or credits resulting from such changes will appear on your bursar statement after the change. Finance charges resulting solely from meal plan changes will not be adjusted or refunded. Contract charges and penalties will be charged to your bursar account. The Office of the Bursar's policies on payment of the finance charge for late payments and other penalties for failure to make proper payments apply, except where otherwise modified by the Terms and Conditions of this Cornell Dining Contract.

**Contract Adjustments**

This Cornell Dining Contract is drawn with due regard to New York State law, and your signature indicates acceptance of the obligations under New York State law. Cornell University reserves the right to adjust meal plan rates before or during the contract period by action of the Board of Trustees.

**Use of the Identification Card.** Your plan membership card is your Cornell photo ID card validated for the plans in which you are enrolled. To enter a dining unit, you must let the door-checker mechanically scan your ID card. One meal will be deducted from your plan's weekly meal balance upon each entry into a dining hall. Any meal plan member who cannot present a valid card, for whatever reason, will be denied entrance. Campus Life reserves the right to have an employee inspect ID cards at any time and to request other appropriate identification.

**Lost Cards.** If you lose your Cornell ID card, you must report the loss immediately to the Office of the University Registrar, which generally requests that you spend two days trying to locate your card. (To protect your membership in meal, debit, and laundry plans, you can flag your card as lost on the website [dining.cornell.edu](http://dining.cornell.edu).) You can continue to use your meal or debit plan by reporting the loss of your ID card to the Campus Life employee who checks cards as you enter a dining unit.

The dining unit will issue you a temporary lost-card voucher to continue to use your meal plan within a specific time period: for weekdays, 48 hours from the time you receive the lost-card voucher, and for weekends, until 3 p.m. on the Monday immediately following the weekend. Lost card vouchers must be presented with a photo ID. As soon as you have found your Cornell ID card, you must return the lost-card voucher to Cornell Dining (206 Robert Purcell) and have your Cornell ID card revalidated. **There is a \$5 nonrefundable, bursar-billed processing fee for each lost-card voucher issued.**

#### **Contract Termination**

If your contract is terminated due to violation of these Terms and Conditions or disciplinary action by Campus Life and/or Cornell University in accordance with Cornell University policy and the Campus Code of Conduct during the semester, you will receive no refund of any meal plan charges that have been billed or are scheduled to be billed for the current semester.

Meal plan or debit plan members apprehended for theft of food or property, allowing another person to use their meal card, or any other attempt to defraud may be fined and/or removed from the dining program for a one-year period if found guilty by Cornell University's judicial system. Refunds will not be given for such mandatory terminations. Penalties assessed for breach of contract are independent of those that may be imposed by the Office of the Judicial Administrator.

#### **Conditions of Meal Plan Participation**

**Servings Policy.** The meal plan program features unlimited servings of all meals eaten in the ten residential meal plan dining halls. It is your responsibility to take only what you can reasonably eat at each meal (All You Care to Eat policy). Campus Life reserves the right to limit the number of servings at special-event meals. Food is intended to be consumed on the premises. In the residential meal plan dining rooms, the food you select must be eaten in the dining area. In order to assist in keeping food costs low, you cannot take food out of the dining room after each meal except one piece of fruit, one cookie, or one ice cream item. Campus Life reserves the right to inspect any packages, coats, bags, purses, et cetera, brought into the dining areas. All inspections will be done in a reasonable manner (as determined by Campus Life) and in compliance with all applicable Cornell policies.

#### **Other Restrictions.**

1. Smoking is not permitted in Cornell University dining units.
2. Alcoholic beverages cannot be obtained with a meal plan card, nor can they be brought into a dining unit.
3. Students are responsible for returning their own trays to the designated return area.
4. Shirts and shoes are required in all dining units.
5. Use of in-line skates (e.g., Rollerblades) is not permitted in dining units.
6. No animals except service dogs are allowed in dining units.
7. Campus Life is not responsible for personal belongings brought into or left in dining units.
8. Photographic equipment cannot be used in a dining unit unless authorized in advance by the dining unit manager.

#### **Meal Plan Options and Debit Plans**

**Please go to [dining.cornell.edu](http://dining.cornell.edu) for a complete description of all meal plans and debit plans. If you do not have access to the Internet, please contact the Campus Life Housing & Dining Office to obtain descriptions of meal plans and pricing information.**

**Big Red Bucks (BRBs).** When you enroll in a meal plan, you will be issued a minimum required amount of Big Red Bucks (BRBs) in a declining-balance account that is accessed with your Cornell ID card. You can purchase additional BRBs during the semester by depositing additional money in your BRB account (each BRB equals \$1). BRBs can be used only for food purchases. **You can use BRBs to purchase your own meals at any Cornell Dining location, but not to purchase meals for guests.** Any debit balance in your account carries over only from the fall semester to the spring semester. The entire balance in the account must be used by May 22, 2010. BRBs are not transferable, and are not refundable except upon cancellation of meal plan membership.

**Debit Plans** are limited to students who do not live in Campus Life housing and are not enrolled in a meal plan. (Exception: Cascadilla Hall, Sheldon Court, and 112 Edgemoor residents can enroll in the Collegetown Debit Plan.) Any debit balance carries over only from the fall semester to the spring semester; any unused dining hall admissions do not carry over. You will be automatically billed for each semester's initial deposits. Any remaining BRB balance must be used by May 22, 2010. The Meals By Design plan is limited to graduate students.

**Bonus Meals.** Each semester, meal plan members (except those enrolled in debit plans: Collegetown Debit Plan, Dining Dollars, Bear Bucks, Meals By Design) can use their bonus meal passes to purchase meals in the residential dining halls for guests accompanying the member. Bonuses cannot be used for members' own meals, or in Cornell Dining's cash-purchase facilities, or for Shabbat, holiday, and special meals in 104West!

**Sick Trays.** Sick trays are available if you are ill and unable to come to a dining unit for a scheduled meal. Sick trays can be picked up at any residential meal plan dining hall at breakfast, lunch, or dinner. Another student who is eligible for that meal can bring your meal plan card (and his or her card) to the dining unit to pick up a sick tray meal for you. One meal will then be deducted from your plan's weekly meal balance.

**Box Meals.** If you are not able to eat a particular meal plan meal in a dining unit, you can order and pick up a box meal at a residential meal plan dining hall. To order a box meal breakfast, lunch, or dinner, present your meal plan card to that dining room's door-checker at least 24 hours before you want to pick up the meal. One meal will then be deducted from your plan's weekly meal balance.

**City Bucks.** This declining balance account, accessed with your Cornell ID card, can be used only to purchase food for you and/or your guests at participating off-campus food service establishments. Persons 21 years of age and older can use City Bucks to purchase alcohol. It is the responsibility of merchants to follow all applicable laws regarding the sale of alcohol in New York State. City Buck purchases are subject to New York State sales tax. The minimum deposit required to establish an account is \$25. Deposits can be made online at [dining.cornell.edu](http://dining.cornell.edu). City Bucks are nontransferable and cannot be used to purchase tobacco products or lottery tickets. All financial disputes involving a City Bucks purchase must be addressed to the vendor within two weeks from the date of purchase; the original receipt must be presented. Your account will stay open until you are no longer registered with Cornell.

**By using your plan card and participating in the dining program, you agree to accept all of the terms, conditions, and restrictions of the Cornell Dining Contract and any revisions to it that may be made from time to time.**

**These Terms and Conditions, the Dining Enrollment Form, and the Cornell Dining Brochure make up the Cornell Dining Contract. This Terms and Conditions document is the controlling document of the Cornell Dining Contract.**