

# Cornell Dining & Retail Services Contract

## ExecutiveChoice Terms and Conditions: 2009-2010

*The following terms and conditions apply to all ExecutiveChoice meal plan participants.*

### **ExecutiveChoice Meal Plan**

The ExecutiveChoice meal plan is open to students registered in the Johnson Graduate School of Management (JGSM). It is a debit plan with a required minimum beginning balance of \$50.00 for each semester. This plan can be accessed by using your Cornell University ID card and is valid in all Cornell Dining cash a la carte facilities, vending machines, convenience stores, and in meal plan residential dining halls. **The plan may be used to purchase your own meals, but you cannot purchase meals for others.** Debit plan purchases made in Cornell Dining facilities are not subject to New York State sales tax (8%). JGSM students will receive an additional 5% discount when using Executive Choice at The Atrium Cafe. The balance in your account carries over from semester to semester within the academic year. You can add money to a debit-plan account at any time during the semester. All monies in the account must be used by May 22, 2010.

**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. This Cornell Dining Contract is drawn with due regard to New York State law, and your signature on the Dining Enrollment Form indicates acceptance of the obligations under New York State law. Your plan membership and privileges are nontransferable; you cannot use the card to obtain food or drink for nonmembers. You are billed each semester for the required minimum of \$50.00.

**Johnson Graduate School of Management - Accelerated MBA Program (AMBA).** JGSM AMBA students have an additional summer term available. When you sign up for ExecutiveChoice, you are signing for a required minimum of \$50.00 for each of three semesters: summer, fall, and spring. The plan begins on May 26, 2009 and ends on May 22, 2010.

**Enrollment fee.** A \$15 application fee is charged once each academic year. If you terminate your dining contract for any reason, this administrative fee is forfeited. Should you want to reapply, you will pay an additional \$15 application fee.

**Opening and closing dates.** Students enrolling in ExecutiveChoice during the summer semester may begin accessing their accounts on May 26, 2009. Students enrolling for the academic year (fall and spring semester) may begin using their account on August 5, 2009. All monies must be used on or before May 22, 2010.

**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.

**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 upgrade a meal plan at any time. You can make changes online at [dining.cornell.edu](http://dining.cornell.edu). When making a change, you will pay the difference between the ExecutiveChoice enrollment fee and the meal plan enrollment fee, which is \$35.00.

**Cancellation and Refunds.** Your contract is valid for the entire academic year. The deadlines for canceling meal plans are as follows: June 5, 2009 for the summer semester; September 2, 2009 for the fall semester; and February 3, 2010 for the spring semester. Refunds will be made to your bursar account. After the cancellation period, balances are non-refundable and non-transferable except upon University leave or withdrawal.

**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, 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 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 greater.

**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.** 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 University ID Card validated for the ExecutiveChoice meal plan. To enter a dining unit, you must let the doorchecker mechanically scan your ID card. Any meal plan member who cannot present a valid card, for whatever reason, will be denied entrance. If you do not present your ID card, for whatever reason, you may 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 the ExecutiveChoice meal plan, you can flag your card as lost on the website *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 use to obtain meals during 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. As soon as you have replaced or found your ID card, you must return the lost-card voucher to Cornell Dining and have your ID card revalidated. There is a \$5 non-refundable bursar-billed processing fee for each lost-card voucher issued.

**Contract Termination.** If your contract is terminated due to a violation of these Terms and Conditions or disciplinary action by Campus Life and/or Cornell University in accordance with 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 eight 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 halls, 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 hall 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 may they be brought into a university dining unit.
3. Participants are responsible for busing their own trays.
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.

**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, which may be made from time to time.**

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



**Cornell University**  
Campus Life