

University of Wyoming
High Altitude Performance Center (HAPC) Training Table/Washakie Dining Center
Weekly Dining Plan

2018-2019 Dining Services Contract Terms and Conditions

Please read all provisions of this contract; you are legally bound by these terms and conditions

1-866-653-0212 or 307-766-3175 • Web Address: www.uwyo.edu/reslife-dining • E-mail: reslife-dining@uwyo.edu

(Please notify the Department of Residence Life & Dining Services if you need to receive the terms and conditions in another format.) Read this document carefully prior to signing your Dining Services Contract. The contract is a legally binding document for the entire academic year or that portion of the year as defined herein. The Dining Services options described are offered under the terms and conditions stated herein.

I. CONTRACT

A. Eligibility

Weekly Dining plans at the University of Wyoming's High Altitude Performance Center (HAPC) Training Table ("HAPC Training Table") and Washakie Dining Center are open to all student-athletes (i.e., students who are members of the University's 17 intercollegiate (NCAA) athletic programs) and up to 25 additional students. The additional 25 meal plans shall be awarded on a "first come first serve" basis, however, priority will be given to students who have a working role with the Department of Athletics (for example, student managers, spirit squad members, etc.). Student-athletes who are on at least 60% athletic scholarship are required to maintain meal plans at, or above, the levels described below. Additionally, these meal plan levels do not override any other requirements that student-athletes may have, including but not limited to the New Student Live-In Policy. Minimum meal plan requirements for student-athletes to be used at the HAPC Training Table:

- Unlimited Meal Plan: Required for all scholarship (athletic) football student-athletes residing in the residence halls.
- 14 Meals per Week Plan: Required for all scholarship (athletic) football student-athletes not living in the residence halls.
- 10 Meals per Week Plan: Required for all non-football head count scholarship (athletic) student-athletes (i.e., Men's Basketball, Women's Basketball, Tennis, and Volleyball).
- 6 Meals per Week Plan: Required for all equivalency student-athletes who are receiving a minimum of a 60% athletic scholarship.

Should a student lose "student-athlete" status during the contract period, this contract will be voided and the student will be required to sign a corresponding contract for the Washakie Dining Center. If the student fails to sign corresponding contract, they will automatically be assigned the Unlimited-accesses dining plan. Residence Life & Dining Services reserves the right to use an individual's disciplinary status as a factor in eligibility for Dining plan. See Section III. B. for more detail. (Exemptions can be requested with the Executive Director of Residence Life, Dining Services and the Wyoming Union or his/her designated Residence Life & Dining Services administrator.)

B. Contract Transfer or Reassignment

A Dining Services Contract may not be transferred or reassigned. Meal accesses may be used only by the individual to whom the contract is issued. The contract holder may allow a guest(s) to access the Washakie Dining Center using his/her guest meal pass(es) under the following conditions:

- a. The contract holder along with the guest(s) are both present at the time of entrance.
- b. The contract holder has a valid WyoOne card or temporary card issued by Residence Life & Dining Services at the time of entrance.
- c. All guests and contract holders are subject to the University of Wyoming Athletic Department High Altitude Performance Center (HAPC) Training Table Policies and Procedures and the Residence Life & Dining Services *Apartments & Residence Halls Policies*. Both of these documents will be made available online and/or upon request.

C. Contract Period

- a. This contract is between you and the University of Wyoming.
- b. This contract is effective from August 25, 2018 to December 18, 2018, January 20, 2019 to May 17, 2019, (or on the date of the last meal served). Unused meals will not carry over from week to week (Sunday through Saturday) or from fall to spring semester. At the conclusion of the last meal of the spring semester, any remaining meals will be forfeited. Changes to these contract dates must be approved in writing by the Executive Director of Residence Life, Dining Services and the Wyoming Union. Unused Dining Dollars balances transfer from fall to spring, spring to summer, but not from summer to fall.

This contract is binding for the entire academic year or that portion of the year remaining at the time of signing.

D. Facilities & Space Assignment

This contract applies to all facilities operated or run by Residence Life & Dining Services.

- a. Residence Life & Dining Services reserves the right to terminate all or portions of the contract if facilities are deemed unusable.
- b. Residence Life & Dining Services reserves the right to change space designations of facilities and dining plan requirements of areas/buildings as necessary.

E. Dining Plan Participation

- a. Dining plan charges include access to the Washakie Dining Center, the HAPC Training Table, and Dining Dollars money (Dining Plans which include access to the Washakie Dining Center will receive Dining Dollars, and other dining plans will be eligible to purchase additional Dining Dollars). Students with a dining plan may change their dining plan once per semester prior to September 28, 2018 in the fall semester or prior to February 22, 2019 in the spring semester. Multiple dining plan changes are subject to departmental approval and may be assessed a charge. Dining plan refunds will be subject to the appropriate dining plan refund outlined herein. To change your plan, you will need to fill out a dining-plan change form at the Residence Life & Dining Services office located in the lower level of the Washakie Center during business hours as defined by the University of Wyoming. All Dining Dollars are non-refundable and the optional Dining Dollars may be modified or canceled on a semester basis prior to the beginning of the semester as defined by the Contract Period stated herein.
- b. Student-athlete dining plan increases shall provide access to the HAPC Training Table meals only, up to 14 meals per week. Meals via dining plans that exceed 14 meals per week (e.g. the 15 meal plan and the unlimited meal plan) may be utilized in other campus dining facilities for dinner on Friday through dinner on Sunday, each week.
- c. Students with special dietary needs must contact the Dining Services.
- d. WyoOne Card identification is required for entrance into the HAPC Training Table and the Washakie Dining Center at all times.
- e. Each student may have only one active dining plan at a given time.
- f. HAPC Training Table and Washakie Dining Center hours of operation are outlined on the Residence Life & Dining Services website and/or upon request. Hours are subject to change.
- g. HAPC Training Table meal plans are subject to University of Wyoming Athletic Department High Altitude Performance Center (HAPC) Training Table Policies and Procedures and the Residence Life & Dining Services *Apartments & Residence Halls Policies*.

II. CONTRACT RATES AND PAYMENT

A. Dining Plan Rates

The rates are available in the Residence Life & Dining Services office and will be posted on the Residence Life & Dining Services website.

B. Charges and Payment Procedures

You agree to pay the dining plan rates for the options you select on your contract. You promise to pay the University charges for the dining plan in the manner indicated on the Dining Services Contract.

- a. Students
 - a. Charges billed to students accounts are due according to the terms and conditions of the UW Institutional Payment Plan.
 - b. Dining plan payments should be made to the Office of the Cashier in Knight Hall or via the web through their student account.
 - c. If dining plan charges are not paid according to the contracted payment schedule, meal privileges will be terminated immediately.
 - d. Arrangements must be made with the Accounts Receivable office for payment of past due obligations upon receipt of notice.

C. Dining Plan Refund Policy

If you are not receiving Federal Financial Aid, you will receive a pro-rated refund based on the following:

- a. Weekly dining plan refund pro-rations will be based on the Sunday following the contract cancellation per the contract cancellation policy. The UW proration tables are available for review in the Residence Life & Dining Services office.
- b. Refunds will not be granted for cancellations or withdrawals that occur during the last two weeks of a semester.
- c. Failure to use the dining plan does not release you from this contract.
- d. All Dining Dollars are non-refundable and the optional Dining Dollars may be modified or canceled on a semester basis prior to the beginning of the semester as defined by the Dining Plan Participation stated herein.

D. Federal Financial Aid Recipients

In accordance with Federal law, dining plan charges for Federal Aid recipients will be refunded in the following manner:

When a student who receives Federal Financial Aid withdraws from the university, he or she may owe a repayment of federal funds and/or be due a refund from UW or owe an additional amount to UW. The Federal Return of Funds policy will be applied before any

refund due under the UW policy is disbursed. For details on the application of these policies to a specific situation, please consult with the Accounts Receivable Office, 250 Knight Hall, (307) 766-6232.

III. CONTRACT CANCELLATION

A. Contract Cancellation

Recipients of a Weekly dining plan may cancel their contract prior to September 28, 2018 in the fall semester or prior to February 22, 2019 in the spring semester; however, student-athletes must continue to meet minimum meal plan requirements, as stated in Section I.A. Refunds will be subject to the refund policy provided in this contract. Procedures for cancellation are available in the Residence Life & Dining Services office, and all forms and procedures must be completed before an individual is released from his/her contract. Any refunds or cancellations not defined herein are subject to the approval of the Executive Director of Residence Life, Dining Services and the Wyoming Union or his/her designated Residence Life & Dining Services administrator. Failure to use the dining plan does not automatically release you from the financial obligations of this contract.

B. BEHAVIORAL EXPECTATIONS

You agree to abide by the policies and regulations established in the University of Wyoming Athletic Department High Altitude Performance Center (HAPC) Training Table Policies and Procedures; the *Apartments & Residence Halls Policies* (which can be found through: <http://www.uwyo.edu/reslife-dining/halls/index.html>); the University of Wyoming *Student Code of Conduct* pamphlet (which can be found in the *Student-Athlete Handbook* at the following site: https://gowyo.com/index.aspx?path=academic_support); and local, state and Federal laws. Failure to do so may result in rescinding the use of all or part of dining privileges, disciplinary eviction, responsibility to pay all dining plan charges for the remaining dates of the contract and other appropriate sanctions. You will be immediately suspended from occupancy or dining plan participation if the University determines continued occupancy or dining plan participation poses substantial risk or harm to the safety of yourself or others, or unduly interrupts legitimate operational processes of the University. The *Apartments & Residence Halls Policies* is also available at the Residence Life & Dining Services office.

IV. PROPERTY AND DAMAGES

A. Damages

You agree to pay for damages to the building, including fire damage, any damaged or missing furniture, any lost property, changes to locks or keys, or any service costs due to your actions or neglect. You may be held financially responsible for repair of all damages incurred by either you or your guests to University or personal property of others.

B. Governmental and Sovereign Immunity

The University does not waive its governmental or sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with regard to any action based on this contract. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

University Residence Life & Dining Services personnel and/or University administration reserve the right to deny access to the Dining Service facilities when students and/or their guests are disruptive in that environment.

C. Interpretation

The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

D. Contract Modifications

Modifications and/or exceptions to the Dining Services Contract are not permitted without advance written approval from the Executive Director of Residence Life, Dining Services and the Wyoming Union, or a designated administrator. All requests for approval must be submitted in writing and will be responded to in writing. You must keep a written copy of any approved exceptions. The University reserves the right to modify the provision of services in whatever manner it determines appropriate.

The University of Wyoming is an affirmative action/equal opportunity employer and institution and does not discriminate on the basis of race, color, religion, sex, national origin, disability, age, veteran status, sexual orientation, or political belief in any aspect of employment or services. The institution's educational programs, activities, and services offered to students and/or employees are administered on a nondiscriminatory basis subject to the provisions of all civil rights, laws, and statutes. Evidence of practices that are not consistent with this policy should be reported to the Employment Practices Officer at (307) 766-3459.

The University of Wyoming, in compliance with Federal regulations, has compiled a report on public safety that lists safety procedures, education programs, reporting procedures, and crime statistics for the previous three years. To obtain a copy, please call (307) 766-5188, or write to: University of Wyoming Police Department, Dept. 3124, 1000 E. University Avenue, Laramie, WY 82071 or <http://www.uwyo.edu/UWPD/>