

# University of Wyoming

## High Altitude Performance Center (HAPC) Training Table Block Dining Plan

2020-2021 Contract Terms and Conditions

1-866-653-0212 or 307-766-3175 • Web Address: [www.uwyo.edu/reslife-dining](http://www.uwyo.edu/reslife-dining) • E-mail: [reslife-dining@uwyo.edu](mailto:reslife-dining@uwyo.edu)

(Please notify the Department of Residence Life & Dining Services if you need to receive these 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 that portion of the year as defined herein. The Dining Services options described are offered under the terms and conditions stated herein.

### **I. CONTRACT**

#### **Eligibility**

Block dining plans at the University of Wyoming High Altitude Performance Center (HAPC) Training Table are open to faculty and staff who are exempt from the University of Wyoming New Student Live-in Policy and not currently living in the residence halls, have been granted a contract release from the University of Wyoming Residence Halls, or are not currently required by another contract or agreement to possess a specific dining plan. (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.)

Residence Life & Dining Services reserves the right to use an individual's disciplinary status as a factor in eligibility for Block dining plans.

#### **Contract Transfer or Reassignment**

A Block Dining Services Contract may not be transferred or reassigned. The contract holder may allow a guest(s) to access the HAPC using his/her remaining meal(s) under the following conditions:

- a. The contract holder along with the guest(s) are both present at the time of entrance (Parties of more than 10 who intend to use a single block dining plan to access the dining center at a single meal must notify Dining Services 24 hours in advance).
- 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.

#### **Contract Period**

- a. This contract is between you and the University of Wyoming.
- b. The contract is effective from July 1, 2020 to June 30, 2022. At the conclusion of this stated contract period, any remaining meals will be forfeited and there will be no prorated refunds as set forth in the Cancellation paragraph below. Changes to these contract dates must be approved in writing by the Executive Director, Residence Life, Dining Services and the Wyoming Union.
- c. This contract is binding for that portion of the contract term remaining at the time of signing as defined herein.

#### **Facilities & Space Assignment**

This contract applies to the HAPC Training Table.

- 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.

#### **Dining Plan Participation**

Dining plan charges include access ONLY to the HAPC Training Table.

- a. Plan participants with special dietary needs must contact the Dining Services.
- b. WyoOne Card identification is required for entrance into the HAPC Training Table at all times.
- c. HAPC Training Table hours of operation are outlined on the Residence Life & Dining Services website and/or upon request. Hours are subject to change.

## **II. CONTRACT RATES AND PAYMENT**

### **Dining Plan Rates**

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

### **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. Faculty/Staff
  - a. Payment must be made at the time of purchase.
  - b. Payment should be made through the Residence Life & Dining Services business office (located in the lower level of the Washakie Center).
  - c. Cash not accepted.

## **III. CONTRACT CANCELLATION**

### **Dining Plan Refund Policy and Contract Cancellation**

- a. Block dining plans will not be refunded, or pro-rated.
- b. Once purchased, the block dining plan cannot be cancelled or modified.
- c. Failure to use the dining plan does not release you from the financial obligations of this contract.

### **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](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 and you are not guaranteed any refund for the remaining duration. The *Apartments & Residence Halls Policies* is also available at the Residence Life & Dining Services office.

## **IV. PROPERTY AND DAMAGES**

### **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.

### **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.

### **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.

### **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 and the University may

require a written signed amendment of those changes. 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 or amendments to this agreement. However, the University reserves the right to modify or cease the provision of specific dining services in the event of unforeseeable circumstances beyond the control of the University or as determined to be in the University's best interests.

*Per UW Regulation 4-1, the University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, gender identity, genetic information, creed, ancestry, political belief, pregnancy, or any other applicable protected category or participation in any protected activity. The University's nondiscrimination policy applies to all matters relating to its education programs and activities including recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment. The University is also committed to complying with all applicable state and federal statutes, regulations, and Executive Orders related to equal opportunity and has an audit and reporting system to facilitate compliance*

*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/>*