

University of Wyoming

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

2020-2021 Contract 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. Students who have a working role with the Department of Athletics (for example, student managers, spirit squad members, etc.) will be given priority if more than 25 additional students request these meal plans. 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 eliminate compliance with 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 may be voided at the sole discretion of UW Athletics or Residence Life & Dining Services. If this contract is voided, the student may be required to sign a contract for a meal plan of equal or greater value at the Washakie Dining Center. If the student fails to sign a corresponding contract for meals at the Washakie Dining Center, 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 to the Dining Plan requirements maybe 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 20, 2020 to December 18, 2020, January 15, 2021 to May 14, 2021, (or on the date of the last meal served). Unused meals will not carry over from week to week (Friday through Thursday) or from fall to spring semester. At the conclusion of the last meal of the spring semester, any remaining meals will be forfeited and there will be no prorated refunds as set forth in the Cancellation section below. Changes to these contract dates must be approved in

writing by the Executive Director of Residence Life, Dining Services and the Wyoming Union. Dining Dollars that come with the purchase of a dining plan will not carry over from semester to semester.

- c. 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/or Dining Dollars money (Dining Plans which include access to the Washakie Dining Center will receive Dining Dollars, and all 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 4, 2020 in the fall semester or prior to January 29, 2021 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, or through an online form, if applicable. All Dining Dollars that come with the purchase of a dining plan are non-refundable.
- b. Student-athlete dining plans 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 the Washakie Dining Center 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 student accounts are due according to the terms and conditions of the UW Installment Payment Plan.
 - b. Dining plan payments should be made to the Cashier's Office and in accordance with the terms and conditions of the UW Installment Payment Plan.
 - c. If dining plan charges are not paid according to the contracted payment schedule, meal privileges may 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 Friday following the contract cancellation per the contract cancellation policy.
- 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 that come with the purchase of a dining plan are non-refundable.

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 4, 2020 in the fall semester or prior to January 29, 2021 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>); 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 portions. 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 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/>