

University of Wyoming Commuter Block Dining Plan

2022-2023 Non-Residential Dining Services Contract Terms and Conditions

1-866-653-0212 or 307-766-3175 • <https://www.uwyo.edu/living/> • living@uwyo.edu

(Please notify the Department of Housing & Dining Services if you need to receive these terms and conditions in another format.)

Read this document carefully prior to signing your Non-Residential Dining Services Contract. The contract is a legally binding document for that portion of the year as defined herein. The Non-Residential Dining Services options described on the department's website and other documents are offered under the terms and conditions stated herein.

Contract

Contract Transfer or Reassignment

1. A Non-Residential Dining Services Contract may not be transferred or reassigned. The contract holder may allow a guest(s) to access the Washakie Dining Center 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.
 - b. The contract holder has a valid WyoOne card or temporary card issued by Housing & Dining Services at the time of entrance.
 - c. All guests and contract holders are subject to the Residence Life & Dining Services *Apartment & Residence Halls Policies & Procedures*, which is available upon request in the Housing & Dining Services main office or online.

Contract Period

1. This contract is between you and the University of Wyoming.
2. This contract is effective from July 1, 2022 to June 30, 2023.
3. At the conclusion of this stated contract period, any remaining meals and/or dining dollars will be forfeited.
4. Changes to these contract dates must be approved in writing by the Associate Vice President of Business Enterprises.
5. This contract is binding for that portion of the contract term remaining at the time of signing as defined herein.

Facilities & Space Assignment

1. This contract applies to the Washakie Dining Center and other campus dining locations that accept Dining Dollars.
2. Housing & Dining Services reserves the right to terminate all or portions of the contract if facilities are deemed unusable.
3. Housing & Dining Services reserves the right to change space designations of facilities and dining plan requirements of areas/buildings as necessary.

Dining Plan Participation

1. This contract applies to the Washakie Dining Center and other campus dining locations that accept Dining Dollars.
 - a. Individuals must present Housing & Dining Services approved identification (for example, WyoOne card) for entrance into the Washakie Dining Center at all times.

- b. Washakie Dining Center hours of operation are outlined on the Housing & Dining Services website or upon request. Hours are subject to change.

Dining Plan Rates

Dining plan rates for 2022-2023 are approved by the Board of Trustees. Once the rates are approved, they will be made available in the Housing & Dining Services office and on the Housing & Dining Services website.

Charges and Payment Procedures

1. 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 Non-Residential Dining Services Contract.
 - a. Students
 - i. Charges billed to student accounts are due according to the terms and conditions of the UW Installment Payment Plan.
 - ii. 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.
 - iii. If dining plan charges are not paid according to the contracted payment schedule, meal privileges will be terminated immediately.
 - iv. Arrangements must be made with the Student Financial Services office for payment of past due obligations upon receipt of notice.
 - b. Faculty/Staff/Non-Students
 - i. Payment must be made at the time of purchase.
 - ii. If dining plan is purchased online, the payment will be made through the website at the time of purchase.
 - iii. If dining plan is purchased in the Housing & Dining Services Office, payment will be accepted in the Housing & Dining Services Business Office.

Eligibility

1. Housing & Dining Services reserves the right to refuse service to anyone.
2. Housing & Dining Services reserves the right to use an individual's disciplinary status as a factor in eligibility for Non-Residential dining plan.

Contract Cancellation

Dining Plan Refund Policy and Contract Cancellation

1. Block dining plans will not be refunded, or pro-rated.
2. Once purchased, the block dining plan cannot be cancelled or modified.
3. 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 Apartments & Residence Halls Policies & Procedures (which can be found through: https://issuu.com/uwyorlids/docs/2020-2021_policies_procedures); the University of Wyoming Student Code of Conduct pamphlet; 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 dining plan participation if the University determines continued 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 & Procedures is also available at the Housing & Dining Services office.

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 Housing & Dining Services personnel 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

1. Modifications and/or exceptions to the Non-Residential Dining Services Contract are not permitted without advance written approval from the Associate Vice President of Business Enterprises 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 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.
2. Students seeking a contract modification on the basis of a medical accommodation should contact [Disability Support Services](mailto:udss@uwyo.edu) at udss@uwyo.edu.
3. The University of Wyoming is an affirmative action/equal opportunity employer and institution and does not discriminate on the basis of race, sex, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations 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.
4. 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/>