University of Wyoming Commuter Block Dining Plan
2020-2021 Non-Residential Dining Services Contract Terms and Conditions
1-866-653-0212 or 307-766-3175 • https://www.uwyo.edu/reslife-dining/ • 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 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
Eligibility
1. Residence Life & Dining Services reserves the right to refuse service to anyone.
2. Residence Life & Dining Services reserves the right to use an individual’s disciplinary status as a factor in eligibility for Non-Residential dining plan.

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 Residence Life & Dining Services at the time of entrance.
   c. All guests and contract holders are subject to the Residence Life & Dining Services Apartments & Residence Halls Policies & Procedures, which is available upon request in the Residence Life & 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, 2020 to June 30, 2021.
3. At the conclusion of this stated contract period, any remaining meals will be forfeited.
4. Changes to these contract dates must be approved in writing by the Executive Director of Residence Life, Dining Services and the Wyoming Union.
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. Residence Life & Dining Services reserves the right to terminate all or portions of the contract if facilities are deemed unusable.
3. 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
1. This contract applies to the Washakie Dining Center and other campus dining locations that accept Dining Dollars.
   a. Individuals must present Residence Life & 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 Residence Life & Dining Services website or upon request. Hours are subject to change.

Dining Plan Rates
Dining plan rates for 2020-2021 are approved by the Board of Trustees. Once the rates are approved, they will be made available in the Residence Life & Dining Services office and on the Residence Life & 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 Residence Life & Dining Services Office, payment will be accepted in the Residence Life & Dining Services Business Office.

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: http://www.uwyo.edu/reslife-dining/halls/index.html); 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 Residence Life & 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 Residence Life & 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 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 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 at udss@uwyo.edu.

3. 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.

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/