

**Massachusetts Institute of Technology (MIT) – Department of Residential Life - Campus Dining  
House Dining Meal Plan Contract  
Terms and Conditions: 2013-2014**

The following terms and conditions of the House Dining Meal Plan Contract (the “Contract” or the “Plan”) apply to all MIT House Dining meal plans, MIT debit accounts, and cash patrons of House Dining locations. By using their meal plan card (MIT ID Card) or another form of payment to gain entry to the MIT House Dining hall, all MIT students and other House Dining customers agree to accept all of the terms and conditions of the Plan and any revisions thereto, that may be made from time to time by MIT. Plan policies for House Dining use are conveniently posted at door checker stations for all patrons. The MIT House Dining Meal Plan Contract is a legally binding contract and cannot be altered or modified without the prior written consent of the Associate Dean of Residential Life and Dining. This Contract is valid for the entire academic year and becomes binding when the student indicates his/her acceptance of the Plan through MIT’s online Housing and Dining enrollment process.

**Required Meal Plan Enrollment**

Students living in Baker House, Maseeh Hall, McCormick Hall, Next House, and Simmons Hall are required to enroll in one of the meal plans designated specifically for their residence and class year eligibility. Members of the Freshman Class assigned to one of these five residences should enroll in a meal plan for the house they select immediately following the close of the Freshman Housing Lottery period. Required incoming Freshmen who do not select a meal plan by July 31, 2013 will be automatically enrolled in the minimum meal plan applicable to their residence. Returning students required to enroll in a meal plan must select a plan by Tuesday, May 31, 2013 through the online form available at <<http://odysseyhms-web.mit.edu/hmswebstudent/Default.asp>>. Required students who do not enroll in a meal plan by this date will be automatically enrolled in the minimum meal plan applicable to their residence. Required Meal Plan eligibility is provided in the table below:

<b>Required Meal Plan Minimum Enrollment Eligibility</b>					
Class Year**	Baker House	Maseeh Hall	McCormick Hall	Next House	Simmons Hall
Freshman (Semester 1&2)	Basic 14	Full 19 meal / week	Basic 14	Basic 14	Basic 14
Sophomore (Semester 3&4)	Basic 12	Any 12	Basic 12	Basic 12	Basic 12
Junior (Semesters 5&6)	Basic 10	Any 10	Basic 10	Basic 10	Basic 10
Senior (Semesters 7 or higher)	Basic 10	Any 10	Basic 10	Basic 10	Basic 10

\*\*Minimum enrollment requirements are determined by the number of semesters individuals attend MIT, and are congruent with Housing policies and procedures. Individuals granted advanced class standing are not eligible to change their meal plan mid-academic year. For example, a freshman granted sophomore status in January is not eligible for the sophomore minimum enrollment plan until his/her third semester at MIT.

**Voluntary Meal Plan Enrollment**

Any student not required to enroll in a meal plan, may voluntarily enroll up to the 11<sup>th</sup> week of the academic term, pursuant to meal plan eligibility based on the number of terms attending. Students who voluntarily enroll in a House Dining Meal Plan will be charged on a prorated basis according to the number of service days remaining in the semester. Meal Plans are activated within one business day following submission of the online enrollment form. Voluntary meal plan eligibility is provided below:

<b>Voluntary Meal Plan Minimum Enrollment Eligibility</b>				
Freshman (Semester 1&2)	Sophomore (Semester 3&4)	Junior (Semesters 5&6)	Senior (Semesters 7 or higher)	Graduate
Basic 14	Basic 12	Basic 10	Basic 10	Basic 10

**Continued participation in meal plans is assumed for all participants whether enrollment is required or voluntary.** ALL student meal plans will be automatically renewed at the end of the fall semester (the Monday following final exams) for the spring semester unless a specific change is made by the student through submitting an online change / cancellation form. Instructions on changing meal plans will be posted on the MIT Dining website <http://www.dining.mit.edu> during applicable times.

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## Meal Plan Changes and Cancellations

The meal plan change and cancellation period is the first three weeks of the fall academic term and the first week of the spring term, beginning the Sunday before Registration Day and ending on the applicable Saturday night for each term. Returning students that did not choose a fall semester meal plan by the May 31<sup>st</sup> deadline and were automatically enrolled in a meal plan, may make their meal plan change at any time between June 1<sup>st</sup>, and the end of the meal plan change period. **For the academic year 2013-14 the fall change period is July 15<sup>th</sup> through Wednesday, September 18, 2013 and for the spring term, Thursday, January 2nd through Thursday, February 13<sup>th</sup>, 2014.** Changes can be made online at <http://dining.mit.edu/meal-plans/change> or at the MIT Card Office in the basement of the Stratton Student Center (W20) Monday-Friday between 8:30 a.m. and 4:30 p.m. (MIT ID card required).

Students may make a change to their meal plan **only once** during the change period, and may not cancel their meal plan until the spring semester after the fall meal plan change period. Students who enroll after the meal plan change period may not change or cancel their meal plan until the end of the semester. Meal plan changes are pro-rated on a daily basis beginning with the first available meal the day following the submitted change. Students who move from a residence with House Dining, to a residence with no mandatory meal plan requirement may change or cancel their meal plan on a prorated basis beginning the day after their move date. Students must change or cancel their meal plan independently of the housing reassignment process. Voluntary meal plans may be cancelled prior to the first day of service for the semester or during the meal plan change period only.

## Medical and Religious Meal Plan Exemptions

Campus Dining will take reasonable steps to accommodate participants with religious or medical dietary needs in the House Dining system, but MIT does not guarantee that the House Dining facilities can address all possible dietary restrictions. Because MIT provides seven undergraduate residences with kitchens for students to cook for themselves, MIT does not offer medical or religious exemptions from the House Dining meal plan. Students with dietary needs too restrictive for the House Dining program to accommodate are instructed to choose housing outside of the five residence halls with House Dining operations.

## Meal Plan Week

Each meal plan is based on a number of meals per week. The meal plan week begins at the opening of Sunday brunch and ends at the close of Saturday dinner. Weekly meal plan allocations are reset each Saturday following the dinner service. The weekly meal plan balance is adjusted as applicable at the end of each meal period to reflect the breakfast/brunch, lunch and dinner service periods remaining in the week for that particular meal plan.

## 2013-14 Meal Plan Program Schedule Opening and Closing Dates

House Dining service in the fall semester 2013 begins with brunch on Saturday, August 31, 2013, and ends with dinner Friday, December 20, 2013. Service in the spring semester 2014 begins with brunch on Saturday, February 1, 2014 and ends with dinner on Friday, May 23, 2014. The meal plan program does not cover MIT's recesses for Summer, Winter Break or IAP. Spring Break service is included but services may be reduced.

## Scheduling

Campus Dining reserves the right to modify dining program hours of operation as service needs require. Campus Dining will make every reasonable effort to continue dining services during periods of weather emergency, power shortages, union actions, and similar circumstances. In the event modifications to dining services are required, changes will be announced on MIT Dining's home page, <http://www.dining.mit.edu> and/or through email sent to meal plan holders.

## Guest Meal Passes

Meal Plan holders will receive free guest passes as indicated in the following chart. Guest passes will be activated after the change period for each semester. Individuals using guest passes must be accompanied by the meal plan holder during the meal that the guest passes are being used. The meal plan holder must present his/her MIT ID card to the cashier to swipe for his/her meal and for the guest meal redeemed. Any remaining guest passes at the end of each semester will not be refunded and cannot be rolled over into subsequent All You Care to Eat Meal Plan Program semesters, IAP Block Plan Program, or Summer Block Plan Programs.

Guest Meal Passes			
Full 19	Any 14 & Basic 14	Any 12 & Basic 12	Any 10 & Basic 10
8 Guest Passes each semester	6 Guest Passes each semester	4 Guest Passes each semester	2 Guest Passes each semester

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## **Change in status**

Students registered for the fall semester enrolled in a meal plan who *either* will not be attending MIT during the spring semester *or* will be attending an MIT semester abroad program, must notify Campus Dining of their change of status, along with their Housing, using the online change / cancellation form, to avoid being enrolled for a spring-semester meal plan.

## **Leaves**

Students may terminate this Contract without penalty, if given an Institute approved leave. Students must notify Campus Dining of their leave status and pay for meal plan service used through their posted leave date or last usage date, whichever is later.

## **Refunds**

Refunds are calculated on the basis of the number of serving days remaining in the semester. Refunds will be made to student accounts only.

## **Billing**

Students are required to pay for the meal plan for which they are enrolled when it appears on their student account / monthly bill from Student Financial Services. Charges or credits resulting from meal plan changes will appear on student bursar statements after the change. Finance charges resulting solely from meal plan changes will not be adjusted or refunded. Student Financial Services policies on payment of the finance charge for late payments and other penalties for failure to make proper payments apply.

## **Contract Adjustments**

MIT reserves the right to adjust meal plan rates before or during the Contract period by action of the Board of the MIT Corporation

## **Use of the Identification Card and House Dining Services**

**Meal Plan membership and privileges are nontransferable and cannot be used to provide entry to another person or obtain food or drink for others in any way, with the exception of redeeming Guest Passes associated with your meal plan.**

The meal plan membership card is the MIT photo ID card validated for the plan in which the student is enrolled. To enter a House Dining hall, students must let the door-checker mechanically “swipe” scan their MIT ID card. The specific meal (i.e., breakfast, brunch, lunch, or dinner) will be deducted from the student’s weekly meal balance upon each entry into a dining room. Students are not permitted to re-enter any House Dining location utilizing their meal plan until the next meal period for which they are eligible. Campus Dining reserves the right to have an employee inspect MIT ID cards at any time and to request other appropriate identification to verify the identity and authorized use of the meal plan.

## **Forgotten IDs**

Students who forget their MIT ID card may be admitted to meal plan service periods at the sole discretion of the House Dining Manager. Students will be required to register such approved admissions in the Forgotten ID Logbook available at every cashier stand. House Dining Management reserves the right to deny entry to individuals who frequently forget to bring their card.

## **Lost or Stolen Cards**

Students who lose their MIT ID card, or have it stolen, should follow the procedures for card deactivation on the MIT Card Services web site. <http://web.mit.edu/mitcard/lost.html>. To protect their meal plan weekly balance, as well as TechCASH and Dining Dollar account balances, students should deactivate their card and obtain a replacement by the next business day.

## **Contract Termination by MIT**

This Contract may be terminated, at MIT’s sole discretion, due to a violation of the Plan, or disciplinary action by MIT in accordance with Institute policies. Under such circumstances, no refunds will be granted for any meal plan charges incurred or to be incurred for the semester. Violators of the Plan may be required to pay restitution or damages, subject to disciplinary action, and/or ineligible to participate in the Plan for a period of up to one year. Students enrolled in a meal plan and all other customers who are found responsible for any violation of this Contract may be denied entry into House Dining operations. Damages assessed for breach of this Contract shall be independent of those that may be imposed by the MIT Committee on Discipline.

## **Conditions of Meal Plan Participation and Service Policies:**

- House Dining meal plans offer unlimited servings at all regular meals eaten in the House Dining rooms.
- Food and beverages may not be consumed in the serving area.
- Except as otherwise specified, no food or beverages may be removed from the House Dining operations.
- Customers may take one piece of hand fruit OR one cookie when leaving the dining room.

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- Takeout meals are available utilizing MIT's green exchange container program only. Takeout meals are to be balanced and not consist of excessive amounts of high cost items that are available on a self-service basis. Dining staff may inspect the contents of takeout containers for compliance with this policy. Customers with takeout containers are required to leave immediately after obtaining their food from the serving area and may not eat in the dining room. Paper cups for cold beverages are provided at beverage stations for take-out customers.
- It is the patron's responsibility to take only what (s)he can reasonably eat at each meal (All You Care to Eat) and the excessive or deliberate waste of food will be considered a violation of the Plan.
- MIT reserves the right to inspect any packages, coats, bags, purses, or other personal property, brought into the dining areas. All inspections will be conducted only upon the reasonable belief of a material violation of the Plan, by the manager of the dining facility and in compliance with applicable MIT policies.
- MIT reserves the right to limit the number of servings at special-event meals.
- Smoking is not permitted in any MIT Campus Dining location.
- Alcoholic beverages may not be brought into any Campus Dining location during regular service hours nor at special events or catered activities, except through the MIT event registration processes and in accordance with MIT alcohol policy.
- Patrons may not bring their own food and/or distribute food to other customers in House Dining operations.
- Patrons are responsible for collecting their own china, glassware, flatware, napkins, trash and food leftovers and processing them at designated dish return areas.
- Patrons shall immediately inform the House Dining staff of their food spills or accidents in the dining room, to help expedite cleanup and avoid safety hazards for all patrons.
- For sanitation and safety purposes, proper hygiene and appropriate attire, including shirt and shoes are required in all dining halls.
- Use of in-line skates, skateboards, bicycles or any other form of conveyance unrelated to a disability or temporary injury is not permitted in the dining halls.
- No animals except service dogs are allowed in dining halls.
- MIT is not responsible for personal belongings brought into or left in dining halls.
- To avoid cross contamination of food contact surfaces and service areas, patrons are required to utilize the utensils and service ware provided by MIT, and may not bring their own china, flatware, glassware or other kitchen utensils into the dining operation.
- Photography in all dining halls is strictly limited to the dining room areas and any photography in the serving area, and/or of food service employees is not permitted without the written authorization of the Associate Dean Residential Life & Dining or his/her designate.

### **MIT Debit Account and cash customer use of House Dining Services**

Students paying with cash, TechCASH and/or Dining Dollar accounts will be charged the occasional/cash price for the meal. Cash prices are posted on the MIT Campus Dining web site and in all House Dining locations. Cash prices are subject to change at any time by MIT Campus Dining. All meal plans, debit account and cash customers agree to the terms and conditions of this Contract, upon entering the dining room.

### **House Dining Box Meals**

Students enrolled in a Meal Plan may order a box meal(s) in lieu of attending a regular meal service period (s). Box meal service is available only when classes are in session, and is not available during weekends or holidays. Box meals must be ordered using the online order form, <http://dining.mit.edu/box-meals> and placed by 12:00 pm (noon) the day prior to pick up. Box meals must be picked up during House Dining service hours, Monday through Friday. Students must leave their MIT ID with the door checker when picking up box meals if not eating in the dining hall at the time of pickup. Students are not permitted to obtain another meal in the House Dining rooms for that same meal period for which a box meal has been obtained. Students enrolled in Basic meal plans may order box breakfast and dinner meals only. Students enrolled in Full 19 and Any meal plans may order breakfast, lunch and dinner box meals.

### **Sick Meals**

Sick meals are available to students who are ill and unable to come to a House Dining hall for a scheduled meal. Sick meals can be picked up at any House Dining room at breakfast, lunch, or dinner. **Sick students should not pick up their own meals.** Students should ask another student to bring their MIT ID card (and his or her own MIT ID card) to the dining hall to pick up a sick meal. One meal (breakfast, lunch or dinner as applicable based on time of pickup) will be deducted from the student's weekly meal balance or the cash price deducted from his/her TechCASH or Dining Dollars account. Meal plan participants will not be permitted to obtain another meal in the House Dining rooms for the meal period in which they have had a sick meal provided.

### **Miscellaneous**

If any provision of this Contract is held to be illegal, invalid, or unenforceable under any present or future law, (a) such provision will be fully severable; (b) this Contract will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Contract will remain in full force and effect and will not be

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affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract; and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.