Massachusetts Institute of Technology (MIT) – Department of Residential Life - Campus Dining
House Dining Meal Plan Contract
Terms and Conditions: 2015-2016

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 Tuesday, July 28, will, by default, be automatically enrolled in the minimum meal plan applicable to their residence hall. Returning students are required to enroll in a meal plan by Friday, April 17, 2015, via the Student Web website <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:

<table>
<thead>
<tr>
<th>Class Year**</th>
<th>Baker House</th>
<th>Maseeh Hall</th>
<th>McCormick Hall</th>
<th>Next House</th>
<th>Simmons Hall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freshman (Semester 1&amp;2)</td>
<td>Basic 14</td>
<td>Full 19 meal / week</td>
<td>Basic 14</td>
<td>Basic 14</td>
<td>Basic 14</td>
</tr>
<tr>
<td>Sophomore (Semester 3&amp;4)</td>
<td>Basic 12</td>
<td>Any 12</td>
<td>Basic 12</td>
<td>Basic 12</td>
<td>Basic 12</td>
</tr>
<tr>
<td>Junior (Semesters 5&amp;6)</td>
<td>Basic 10</td>
<td>Any 10</td>
<td>Basic 10</td>
<td>Basic 10</td>
<td>Basic 10</td>
</tr>
<tr>
<td>Senior (Semesters 7 or higher)</td>
<td>Basic 10</td>
<td>Any 10</td>
<td>Basic 10</td>
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<td>Basic 10</td>
</tr>
</tbody>
</table>

**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.

Any student assigned to housing in a required building after August 1, 2015, who was not in assigned housing for the spring 2015 semester will be automatically assigned to the minimum meal plan on September 4, 2015. Any student assigned to housing in a required building after January 1, 2016 who was not assigned housing for the fall 2015 semester, will be automatically assigned to the minimum meal plan on January 29, 2016.

Optional Meal Plan Enrollment
Any student not required to enroll in a meal plan may voluntarily enroll up to the 11th week of the academic term, pursuant to meal plan eligibility based on the number of terms attended. 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:

<table>
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<tr>
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<td>Basic 10</td>
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House Dining Terms & Conditions

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 for the spring semester. Changes to spring semester meal plans can be made by the student through Student Web once the change period opens.

Meal Plan Changes and Cancellations
The meal plan change and cancellation period is approximately the first three weeks of the fall academic term and the first week of the spring term. Returning students, who did not choose a fall semester meal plan by the April 17th deadline and were automatically enrolled in a meal plan, may change their meal plan at any time during the meal plan change period. For the academic year 2015-16 the fall change period begins on Friday August 28, 2015 and ends on Thursday September 17, 2015. The spring term change period begins Monday on January 11, 2016 and ends on Monday, February 8, 2016. During these periods, changes can be made online via Student Web <http://odysseyhms-web.mit.edu/hmswebstudent/Default.asp>.

Students may only make one change to their meal plan during each change period. Students enrolled in the meal plan on a voluntary basis may not cancel their meal plan after the corresponding semester’s change period ends. Students who enroll after the fall meal plan change period ends may not change or cancel their meal plan until the spring semester change period. Students who enroll after the spring’s meal plan change period may not change or cancel their meal plan. 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 cancel their meal plan on a prorated basis beginning the day after their move date. Students must cancel their meal plan independently of the housing reassignment process. Voluntary meal plan holders 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 Modifications
MIT Dining will take reasonable steps to assist 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 six undergraduate residences with kitchens for students to cook for themselves, MIT does not offer medical or religious exemptions from the House Dining meal plan.

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 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.

2015-16 Meal Plan Program Schedule Opening and Closing Dates
House Dining service for the 2015 fall semester begins with brunch on Saturday, August 29, 2015, and ends with dinner on Friday, December 18, 2015. Service for the 2016 spring semester begins with brunch on Sunday, January 31, 2016 and ends with dinner on Friday, May 20, 2016. The meal plan program does not cover MIT’s recesses for Summer, Winter Break or IAP. Spring Break and Thanksgiving weekend service are included but services and locations may be reduced.

Scheduling
MIT Dining reserves the right to modify dining program hours of operation as service needs require. MIT 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://dining.mit.edu, via the MIT Mobile App 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 or IAP Meal Plan Program.

<table>
<thead>
<tr>
<th>Guest Meal Passes</th>
<th>Full 19</th>
<th>Any 14 &amp; Basic 14</th>
<th>Any 12 &amp; Basic 12</th>
<th>Any 10 &amp; Basic 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Guest Passes each semester</td>
<td>6 Guest Passes each semester</td>
<td>4 Guest Passes each semester</td>
<td>2 Guest Passes each semester</td>
<td></td>
</tr>
</tbody>
</table>
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Change in status
Students registered for the fall semester and 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 MIT Dining of their change in status and 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 MIT 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. MIT 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, and for no more than three times within one semester. 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://mycard.mit.edu. 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 within three days. When arriving for meal periods during this time, individuals should bring the email confirmation reporting the lost/stolen ID along with a photo ID to verify identity and meal plan. House Dining Management reserves the right to deny entry to individuals who do not replace their MIT ID card within three days of reporting it lost or stolen.

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 be 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.
House Dining Terms & Conditions

- 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.
- 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 Dining location.
- Alcoholic beverages may not be brought into any MIT Dining location during regular service hours or 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 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 at 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, brunch, lunch, or dinner. Sick students must fill out the Sick Meal Order Form located at http://mit.cafebonappetit.com/content/uploads/sites/246/2014/11/MIT-2014-Sick-Meal-Order-Form.pdf. Sick students should not pick up their own meals. (Students should work with Dining Staff, their friends, GRTs or ADs to arrange for sick meals being brought to the sick student). The student picking the meal must have the completed Sick Meal Order Form to give to the cashier. One meal (breakfast, brunch, 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 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.