

Cornell Dining & Retail Services Contract

Terms and Conditions: Summer 2008

The following terms and conditions apply to all Summer Dining participants for May 19, 2008 through August 7, 2008.

Meal Plan Enrollment

The Cornell Dining Contract is a legally binding contract and cannot be altered or modified without the prior consent of Cornell Dining and Retail Services. The Cornell Dining Contract is valid for the period May 19, 2008 through August 7, 2008, and becomes binding when you sign the Dining Enrollment Form. This Cornell Dining Contract is drawn with due regard to New York State law, and your signature on the Dining Enrollment Form indicates acceptance of the obligations under New York State law.

Application Fee. A nonrefundable \$15 application fee is charged once each summer period.

Your plan membership card and privileges are non-refundable and nontransferable; you cannot use your plan to obtain food or drink for others. No credits will be given for missed meals. Account balances cannot be applied to/from other semesters or to/from other accounts.

Execution of the Cornell Dining Contract is not a commitment of admission to or continued enrollment in Cornell University.

Meal Plan Program Schedule

Opening and Closing Dates. Meals served for Summer meal packages begin June 21, 2008 and end August 7, 2008. Summer Bucks are valid May 19, 2008 through August 7, 2008.

Scheduling. Campus Life reserves the right to modify dining program hours of operation as demand dictates. Campus Life will make every reasonable effort to continue dining services during periods of weather emergency, power shortages, union actions, and similar circumstances.

Payment. You are required to pay for the meal plan for which you are enrolled. Payment may be made by check (payable to Cornell University), major credit card, or cash.

Use of the Identification Card. Your plan membership card is your Cornell photo ID card/Dining ID card validated for the plan in

which you are enrolled. To enter a dining unit, you must let the doorchecker mechanically scan your ID card. One meal will be deducted from your plan's meal balance upon each entry into a dining hall. Any meal plan member who cannot present a valid card, for whatever reason, will be denied entrance. Campus Life reserves the right to have an employee inspect ID cards at any time and to request other appropriate identification.

Lost Cards. If you lose your Cornell ID card, you must report the loss immediately to the Office of the University Registrar, and the Cornell Housing and Dining Office, which generally requests that you spend two days trying to locate your card. To protect your membership in meal and debit plans, you can flag your card as lost on the website *dining.cornell.edu*. You can continue to use your meal or debit plan by reporting the loss of your ID card to the Campus Life employee who checks cards as you enter a dining unit.

The dining unit will issue you a temporary lost-card voucher to use to obtain meals during a specific time period: for weekdays, 48 hours from the time you receive the lost-card voucher, and for weekends, until 3 p.m. on the Monday immediately following the weekend. As soon as you have found your ID card, you must return the lost-card voucher to Cornell Dining and have your ID card revalidated. There is a \$5 non-refundable bursar-billed processing fee for each lost-card voucher issued.

Contract Termination. Your contract may be terminated due to violation of these Terms and Conditions or disciplinary action by Campus Life and/or Cornell University in accordance with University policy and the Campus Code of Conduct during the summer period. You will receive no refund for any meal plan charges that have been billed or are scheduled to be billed for the period.

Meal plan or debit plan members apprehended for theft of food or property, allowing another person to use their meal card, or any other attempts to defraud may be fined and/or removed from the dining program if found guilty by Cornell University's judicial system. Refunds will not be given for such mandatory terminations. Penalties assessed for breach of contract are independent of those that may be imposed by the Office of the Judicial Administrator.

Conditions of Meal Plan Participation

Servings Policy. The meal plan program features unlimited servings of all meals eaten at Robert Purcell Marketplace Eatery, North Star Dining, and Becker House Dining. It is your responsibility to take only what you can reasonably eat at each meal (All You Care to Eat policy). Campus Life reserves the right to limit the number of servings at special-event meals. Food is intended to be consumed on the premises. In the residential meal plan dining halls, the food you select must be eaten in the dining area. In order to assist in keeping food costs low, you cannot take food out of the dining hall after each meal except one piece of fruit, one cookie, or one ice cream item. Campus Life reserves the right to inspect any packages, coats, bags, purses, et cetera, brought into dining areas. All inspections will be done in a reasonable manner (as determined by Campus Life) and in compliance with all applicable Cornell policies.

Other Restrictions

1. Smoking is not permitted in Cornell University dining units.
2. Alcoholic beverages cannot be obtained with a meal plan card, nor can they be brought into a dining unit.
3. Participants are responsible for busing their own trays.
4. Shirts and shoes are required in all dining units.
5. Use of in-line skates (e.g., Rollerblades) is not permitted in dining units.
6. No animals except service dogs are allowed in dining units.
7. Campus Life is not responsible for personal belongings brought into or left in dining units.
8. Photographic equipment cannot be used in a dining unit unless authorized in advance by the dining unit manager.

Meal Plan Options

Summer Meals. Sales tax exempt Summer Meal packages are offered to students to be used from June 21, 2008 through August 7, 2008. You may take advantage of all you care to eat meals at Robert Purcell Marketplace Eatery, North Star Dining, and Becker House Dining based on hours of operation. Choose from the following:

- ◆ 30 Meals: \$475. Includes 30 all you care to eat meals and \$200 in Big Red Bucks.
- ◆ 10 Meals: \$99. Includes 10 all you care to eat meals.

Big Red Bucks. Big Red Bucks (BRBs), a declining balance account, is accessed with your Cornell ID card. Each BRB equals \$1. BRBs can be used only for food purchases. You can use BRBs to purchase your own meals at Robert Purcell Marketplace Eatery, North Star Dining, and Becker House Dining but not to purchase meals for guests. The entire balance in the account must be used by August 7, 2008. BRBs are not transferable, and are non-refundable.

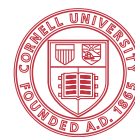
Summer Bucks. Summer Bucks are a sales-tax free, pre-paid declining balance account, valid from May 19, 2008 through August 7, 2008. Summer Bucks may be used to purchase food items in cash a la carte locations or meals at Robert Purcell Marketplace Eatery, North Star Dining and Becker House Dining.

Minimum deposit of \$25. There is no minimum for subsequent deposits.

NOTE: Purchases made with Summer Meal Plans, Summer Bucks, and Big Red Bucks are exempt from New York State sales tax. It is to your advantage to maintain an adequate account balance, as purchases made with cash or credit card will be charged sales tax.

By using your plan card and participating in the dining program, you agree to accept all of the terms, conditions, and restrictions of the Cornell Dining Contract and any revisions to it, which may be made from time to time.

These Terms and Conditions and the Dining Enrollment Form make up the Cornell Dining Contract. This Terms and Conditions document is the controlling document of the Cornell Dining Contract.



Cornell University
Campus Life