

COMMUTER MEAL PLAN CONTRACT

THIS WESTERN MICHIGAN UNIVERSITY COMMUTER MEAL PLAN CONTRACT (Contract) is by and between the Board of Trustees of Western Michigan University (University) on behalf of WMU Dining Services, and You (You/Your) and contains the terms and conditions that will govern Your commuter meal plan.

A. Term

The term of this contract is for the Semester or Session that You sign up for in the electronic Commuter Meal Plan system. The dates of each contract period have been specified on the Meal Plan webpage.

B. Eligibility

1. You must be a current WMU student, faculty, or staff to participate in this meal plan.
2. The University may terminate this contract if You do not enroll for at least one credit hour per semester, regardless of reason, or if You are no longer an employee of the University. Refunds, if any, will be given based on the terms of the Contract. If You are in arrears (past due) with the University, it may prohibit you from purchasing a meal plan. You may be required to pay the dining charges prior to being accepted for a subsequent plan.

C. University Rates and Fees

By signing this Contract, You agree to pay the University the rates published on the Meal Plan webpage for the semester or session covered by this Contract. Payment for the entire semester is due at the time You sign this Contract.

D. Your Rights and Responsibilities

1. You must use Your WMU Bronco Card to access any open dining center or "grab'n go" location.
2. You will not transfer, give, or loan Your WMU Bronco ID card to another person for any reason, to include entering Dining Services. If your card is transferred to another person (with or without your consent) the Dining Service checker or cashier will confiscate Your card and the University will charge You a \$25.00 fine.
3. You must accompany Your guests when entering a dining location.
4. If You have a need for specialized food products, You must contact Dining Services prior to signing this Contract to confirm that food options are suitable to meet Your needs. Unavailability of specialized food products will not cancel or void this Contract.
5. You will not bring any animal other than a Service Animal into a dining area.

E. Contract Cancellation, Termination, Modification, Breach, Remedies

1. You may change Your meal plan once each semester or session during the meal plan change period, as specified on the Meal Plan webpage. A charge or a credit associated with a meal plan change is based on a daily prorated calculated amount for each meal plan.
2. You may cancel this contract at no charge to You prior to the beginning date of the semester.

3. Subsequent to the beginning date of the semester or session, you may not cancel this contract. Cancellations after the beginning of the semester or session for extenuating circumstances may be granted in the sole discretion of the Director of Dining Services. Such requests must be submitted in writing to the Director of Dining Services. If granted, the date of cancellation will be determined by the Director of Dining Services. If Your contract cancellation request is not complete, you remain responsible for all charges, until Dining Services approves such request.
4. The only circumstance in which You may receive a refund for missed meals is for an absence of more than seven days for personal illness. Such requests must be directed to the Director of WMU Dining Services. You must submit written evidence of the medical need for Your absence, i.e., a letter from a hospital administrator, personal physician, Director of WMU's Health Center, or other licensed health care provider. The refund will cover only the raw food cost of the meals missed after the seventh day. Raw food costs are generally less than the meal plan cost.
5. If You are academically dismissed or if the University terminates your employment, You must cancel this Contract. You will be charged for the meals You used and be refunded a prorated amount based on Your usage.
6. If the University terminates this Contract based on Your behavior or conduct, You will be subject to discipline and sanctions as set forth in the WMU Student Code or WMU employment policies. If the University terminates for these reasons, You remain responsible for the balance of the Contract fees and expenses.
7. The University may terminate, change, modify or amend this Contract for any of the following reasons:
 - a. Your behavior requires inordinate attention from staff members, patrons, or community members;
 - b. Your activities endanger Your health, safety or welfare or the health, safety, and welfare of other patrons;
 - c. You exhibit disruptive behavior;
 - d. You are past due in payment of tuition or fees;
 - e. Your student or employment status at the University ceases, regardless of reason;
 - f. You breach or violate any University policies, rules, the Student Code and/or this Contract; or
 - g. For any other reason deemed necessary by the University.
8. You may not use alcohol or drugs in any dining locations.

F. University Rights and Responsibilities

1. If the University is unable for any reason to allow use of Dining spaces at the agreed-upon time, the University shall not be liable for damages caused by such failure. Nor shall this Contract be voidable for that reason. In such a circumstance, You will not be liable for Contract fees until such services are available.

2. The University may, in its sole discretion and at any time during the term of the Contract, close a dining unit. This action shall not be deemed a breach of this contract by the University.
3. If measures of any governmental authority put a gathering prohibition or restrictions in place such that the dining locations or services must close, such will not be considered a breach of this Contract by the University. In such circumstances, the University may, at its discretion, offer a partial refund of the Contract price or value, but it is not required to do so.

G. Liabilities and Risk of Loss

1. The University is not liable for any loss, theft, or damage to Your property while in any dining location.
2. If You violate any law, rule, regulation, University Policy, Student Code, or Dining Services policy or rule, You and any guests may be subject to disciplinary action under either the Student Code or WMU employment policies, prosecution, judicial review, legal and/or replacement fees as deemed appropriate by University officials. You may also be subject to disciplinary action due to the misconduct of Your guests.
3. To the fullest extent permitted by law, the University, its employees and agents shall not be liable to You or to Your guests or invitees for any damages, personal injury, death, inconvenience, loss or theft as to personal property while you are present in a dining facility. Furthermore, the University, its employees and agents shall not be liable for theft, damages or injury resulting from Your, or Your guests, invitees or trespassers, acts, errors, omissions, negligence or accidents.
4. If You damage or abuse the building or furnishings, You will be held liable.
5. You further agree to be responsible for Your own safety, well-being and conduct, and that neither Western Michigan University, its Board, president, officers, employees, agents or representatives will be liable or responsible if You suffer personal injury, death, and/or other damages or losses, except if caused by their gross negligence or willful misconduct while in a WMU-owned or operated dining facility.
6. In the event of an emergency, You authorize WMU to take you to a medical facility for treatment and consent to reasonable emergency medical treatment being administered to You in the event You are unable (or Your parent or guardian, if applicable, cannot be reached) to authorize such treatment.
7. By using a WMU dining facility, You consent to appear in photographs, videos, recordings, motion pictures, and other records of the activities or events in which You participate in a dining facility on campus. You consent to WMU using, at its discretion, such photographs, videos, or any other recordings in which You may appear, unless You inform the Office of Marketing and Strategic Communications that You do not wish to appear in such media. You also understand that WMU cannot control filming between students or employees.
8. To the fullest extent permissible by law, You accept full responsibility and risk for any accidents or injuries You may incur in or around any WMU owned or controlled dining facility.

H. Miscellaneous

1. The headings in this contract are used for reference purposes only and do not limit the content of this contract. Invalidation of any of the provisions, contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
2. The University prohibits discrimination or harassment, which violates the law or which constitutes inappropriate or unprofessional limitation of University facility access, or participation in University activities, on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, protected disability, veteran status, height, weight, or marital status.
3. This Contract is governed by and construed with the laws of the State of Michigan.
4. You are responsible for knowing, making Yourself aware of, and complying with all Dining Services rules, policies and procedures; University rules, policies, and procedures; the WMU Student Code or WMU employment policies (as applicable); and all relevant city, state and federal laws, which are incorporated herein by reference.
5. The words "You/Your" and "Resident" in this Contract shall be construed to mean either singular or plural and all gender expressions. "University" shall be construed to mean Western Michigan University, its Board of Trustees, president, officers, employees, agents and representatives. This Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators' successors, legal representatives and assigns.
6. This Contract constitutes the entire agreement between You and the University relative to Your dining. No modifications to the Contract or to any collateral agreement between You and the University shall be binding upon either unless agreed to in writing by both parties, except as provided by state or federal law or as provided in this Contract. If the University modifies this Contract, or any of its provisions, said modifications shall not terminate this Contract, which shall continue in full force and effect as so changed.

I. Acknowledgement

By signing this agreement, You acknowledge that the University has informed You where to find the resources identified above and has informed You of Your duty to read and understand those resources. Your failure to do so does not relieve You of any obligation under those resources or under this Contract. You acknowledge that You have read, understand, have been given the opportunity to ask questions about, and agree to the terms of this Contract and any referenced documents. You agree that the information you provided in this Contract is correct and that, if it is not, the University may terminate this Agreement and You may be subject to disciplinary action.