

2005–2006 Dining Services Meal Plan Contract



To execute this Meal Plan Contract:

The Meal Plan Contract must be signed and submitted to the Dining Services Office with \$100 deposit. You may print the contract from the internet or obtain a printed copy from the Dining Office.

Payment Method: -Credit Card

Include credit card information on contract and bring contract to Dining Office or send via fax, or mail in U.S. Mail.*

-Personal Check

Bring completed contract and check to the Dining Office or mail signed contract and check via U.S. Mail.*

-Cash

Bring completed contract and \$100 to the Dining Office.*

Dining Office: Rm 161 Bernhard Center
Office hours 8:00 a.m.–5:00 p.m. Mon–Fri.
(269) 387-4844

Dining Service
Fax Number: (269) 387-3463

U.S. Mail Address: WMU Dining Services
Rm 161 Bernhard Center
1903 West Michigan
Kalamazoo, MI 49008–5409

* Important: If there are any problems with your Bronco Card as you access your meal plan at the dining entrance, please bring your Bronco Card to the Dining Service Office.

2005–2006 Dining Services Meal Plan Contract



WESTERN MICHIGAN UNIVERSITY

1.) Applicant's Information:

PLEASE PRINT

Important! Read the attached Supplement information and Terms & Conditions. Signing of this document means that you have read and understand this entire contract.

WIN #: If WIN is not Known, enter date of birth
Month Day Year

Name: _____
Last First Middle

Home Address: _____

City, State, Postal: _____

Home Telephone #: _____

WMU Email Address: _____

Contract Term (Please Check One)

- 2005 Fall Semester:** Friday, August 26 – Saturday, December 10, 2005
- 2006 Spring Semester:** Monday, January 2 – Saturday, April 22, 2006
- 2006 Summer Session I:** Monday, May 1 – Wednesday, June 21, 2006
- 2006 Summer Session II:** Wednesday, June 21 – Friday, August 11, 2006

2.) Meal Plans:

Please check one! By checking off a Dining Services plan, I hereby agree to pay the rates set by the Board of Trustees.

- BRONCO GOLD MEAL PLAN** - Provides continuous dining room access or one carryout meal per meal period. Includes BRONCOBUCKS.
- BRONCO 20 MEAL PLAN** - Provides twenty (20) entrances per week, Monday breakfast through Sunday Late-Night. Includes BRONCOBUCKS. (Bronco Gold and Bronco 20 Meal Plan are NOT available Summer I or Summer II).
- BRONCO 15 MEAL PLAN** - Provides fifteen (15) entrances per week, Monday breakfast through Sunday Late-Night. Includes BRONCOBUCKS.
- BRONCO 10 MEAL PLAN** - Provides ten (10) entrances per week, Monday breakfast through Sunday Late-Night. Includes BRONCOBUCKS.

3.) Initial Payment:

Student agrees to pay the sum of \$100 as the initial payment upon execution of this contract, with the remaining balance to be billed to the student's account.

Check #: _____

Credit Card:   

Account Number: _____ Exp. Date: _____

Signature: _____

Billing Date (office use): _____

4.) Cancellation:

If you choose to cancel a submitted Dining Services Meal Plan Contract, you must submit a letter requesting a cancellation and send it to the Dining Service Office.

Penalties: Students that cancel this contract prior to the first date of the contract term, and will be enrolled at WMU during the contract term, will incur a \$100.00 penalty. Beginning the first date of a contract term (August 26, 2005 for Fall semester or January 2, 2006 for Spring semester), any cancellations by enrolled students will be assessed the full amount of the contract for the contract term.

5.) Signature:

I hereby acknowledge that I have read and understand the terms of this contract (including the attached additional Terms and Conditions and Schedule A, B, and Contract Supplement) and that the information stated above is correct. I am responsible for knowing, making my self aware and complying with all Dining Services Rules & Regulations, The WMU Student Code and all City, State and Federal laws, which are incorporated herein by reference.

Student's Signature Date

The Board of Trustees of Western Michigan University by: Date



Supplement to the Dining Services Meal Plan Contract

Dining Services

- You agree to the set rules and regulations set by WMU Dining Services Department.
- a) Your all-campus WMU Bronco ID card is valid for dining service as long as you participate in a dining plan. Present your WMU Bronco ID card to enter Dining Services. Your card may not be transferred to or in the possession of another person. If your card is transferred to another person (with or without your consent) it will be kept by the dining service checker or cashier and a \$25.00 fine will be charged to the legal cardholder. If your card is lost or stolen, call WMU Dining Services immediately at 387-4844.
- b) Proper attire is required to enter the dining room and includes; shirt, safe footwear, pants, shorts, and skirt, etc.
- c) Dining room self-service begins by picking up a tray and ends when you return the tray, dishes and utensils to the proper dish return area. All food, utensils and dishes must remain in the dining room. The dining rooms are open at least 12 hours per day, Monday through Friday and students may dine in any dining room at any time during open periods (Note: During the Summer sessions, Dining Services will post serving hours; the dining room will close between meal periods). Services are consolidated on the weekends such that two dining rooms serve a full menu and three dining rooms serve a limited menu. Students are welcome to unlimited helpings of any food or beverage in the dining room; however, we ask students to not be wasteful.
- d.) CarryOut option is available in all hall complexes. Students on the Bronco Gold Plan may choose the CarryOut option in place of any of their daily breakfast, lunch, snack, or dinner meal periods. One CarryOut meal is allowed per meal period on the Bronco Gold Plan; once a CarryOut meal has been obtained, the student may not enter a dining room or other CarryOut location for the remainder of that meal period. Likewise, if the dining room is accessed, the student will not be allowed into the CarryOut for the remainder of that meal period. The 20-Meal Plan, 15-Meal Plan and 10-Meal Plan holders can access CarryOut and the dining room as frequently as desired, a meal will be deducted upon each entry. For all meal plans, the CarryOut option includes a meal of up to two entree portions and a defined number of side dishes, desserts and beverages.
- e.) Draper Dining Service, located in the Draper/Siedschlag Residence Hall Complex does not offer full menu service, but consists solely of a Carryout Express, which is open 12 hours per day Monday—Friday. Full menu service is available at nearby Burnham Dining Service, Henry/Hoekje/Bigelow Dining Service or Davis Dining Service.
- f.) All meal plans include a beginning balance of **BRONCOBUCKS**. **BRONCOBUCKS** may be used at any Dining Service's campus café: Oliver Street Café, Flossie's Café, Plaza Café, Schneider Café, Parkview Café, Bella Vita Café and Bernhard Center Cafeteria. **BRONCOBUCKS** may also be used to purchase a guest meal in any of the residence hall dining services.
- g.) Guests may purchase meals at the checker's table in each dining room during serving hours.
- h.) Dining Services is unable to provide specialized food products for an individual need or specialized diet.

WMU BRONCO ID CARD

- Your all-campus WMU Bronco ID card is issued for your use only, and you will use this card for as long as you are enrolled at Western Michigan University. Your card may not be transferred to another person. Your card may be replaced at the Bronco Card Center located in the Bernhard Center or at Public Safety. A fee will be charged for replacing a lost, stolen or destroyed card.

Dining Services Meal Plan Contract

Additional Terms and Conditions

This contract contains the terms and conditions upon which your board at Western Michigan University Dining Services is contracted to you by the Board of Trustees of Western Michigan University ("University").

I. CANCELLATION

- A. You must submit a WRITTEN request to cancel this contract. The cancellation will be effective on the date your written request is received at the Dining Services office; Room 161, Bernhard Center. Until you complete these terms, your contract continues and you will continue to be charged.
- B. If you are academically dismissed, this contract will automatically terminate. No cancellation fees are charged. Certain other rules govern this situation. Review Schedule A.
- C. If you withdraw from the University during a semester you will be charged dining rates through the date of your withdrawal.
- D. If you cancel your contract or your contract has been terminated by the University, you will be held responsible for any policy violations and completing any sanctions associated with those violations as listed in the WMU Student Code.

II. CANCELLATION FEES

If you choose to cancel a submitted Dining Services Meal Plan Contract, you must submit a letter requesting a cancellation and send it to the Dining Service office. Students that cancel this contract prior to the first date of the contract term, and will be enrolled at WMU during the contract term, will incur a \$100.00 penalty. Beginning the first date of a contract term, any cancellations by enrolled students will be assessed the full amount of the contract for the contract term.

III. BOARD FEES

You agree to pay to the University the amounts on the attached Schedule B (Rates and Dates). Payments will be made to Western Michigan University - Customer Account Services/Cashiering Dept., 1270 Administration Building, Kalamazoo, MI 49008. Payment should include your name, Social Security Number or Student ID Number, and address. Failure to pay in a timely manner may result in the penalties described in Section VII, below. Questions concerning the status of your payments should be directed to: Accounts Receivable, Seibert Administration Building, (616) 387-4261.

IV. INSURANCE

The University is not liable for any loss, theft or damage to your property while in the dining room.

V. LIABILITIES

- A. 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, caused by the building or any part thereof becoming out of repair. The University shall not be liable for failure to furnish heat, gas, electricity, or telephone service; or from the bursting, leaking, overflowing, or backing up of water, gas, sewer, or steam pipes; or damage caused by defective wiring. 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.
- B. You are responsible for supervising the care of the building, identifying offenders, and notifying Dining Services staff members and/or the Department of Public Safety when malicious damage occurs. If you damage or abuse the building or furnishings you will be held liable.
- C. You acknowledge opportunities throughout the school year to participate in a variety of activities and events not required as part of the student academic curriculum, including, but not limited to: using fitness rooms, residence hall facilities, equipment, athletic events; educational, recreational, and social activities and programs that occur on the residence hall floor, and on or off Western Michigan University's campus; consumption and/or participating in the distribution or selling of food and beverages by students, student organizations, and/or non-University individuals; and travel to and from and participation in events, conferences, and other activities on and off campus. You recognize that your participation in such extracurricular activities may involve physical exertion and/or actions or omissions which could cause or result in injuries and/or health problems; contact with a variety of individuals, including non-University persons; risk of loss or damage to property; inconvenience and discomfort; exposure to circumstances and presence in locations with no supervision or protection; and other risks inherent in the particular activity or event in which you may be participating. In consideration of being permitted to utilize these facilities and equipment, and to participate in the activities and events available to our students, signing this contract means that:
 - 1.) You understand the above risks may occur; you assume all risks inherent in and which arise from your participation in travel, activity, and connected activities and other consequences or events that occur in conjunction with such extracurricular activities or events.
 - 2.) To the fullest extent permitted on behalf of you and your heirs, assigns and all other, by law, you knowingly and intentionally release and waive any and all claims of whatsoever kind or nature against Western Michigan University, its Board, president, officers, employees, advisors, agents, and representatives which may arise out of your participation in these activities and events, including, but not limited to acts, omissions, or negligence of other students, advisors, and other individuals or organizations except for the University's gross negligence or willful and wanton misconduct.
 - 3.) 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.
 - 4.) You also understand and agree you are solely responsible and assume all risk for damage, loss, or theft of personal belongings (equipment, cameras, keys, jewelry, clothes, etc.) brought with you when participating in and traveling to and from such activities or events. Western Michigan University is not responsible for these personal items and they are not covered by Western Michigan University's insurance coverage.
 - 5.) You also authorize being taken to a medical facility for treatment in the event of an emergency, and consent to 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.

- 6.) You recognize that you may appear in photographs, video tapes, recordings, motion pictures, and other records of the extracurricular activities or events in which you participate, and you consent to Western Michigan University using, at its discretion, such photographs, video tapes, motion pictures, recordings, and any other recordings in which you may appear, unless you inform the photographer that you do not wish to be filmed. You also understand that WMU cannot control filming between students.

VI. CONTRACT MODIFICATIONS, BREACH, REMEDIES

This contract may be terminated, changed, modified or amended by the University for any of the following reasons. (Termination gives the University immediate right to possession of all space covered by this contract.)

- A. When behavior requires inordinate attention from staff members, patrons, or community members.
- B. When activities endanger your health, safety or welfare or the health, safety, and welfare of other patrons.
- C. When gross/disruptive behavior is present.
- D. When student status at the University ceases, regardless of reason.
- E. When any of the University rules or the terms of the contract have been breached or violated.
- F. When there is a violation of the the University Student Code or abuse of the facilities, violators will also be subject to disciplinary action, prosecution, judicial review, legal and/or replacement fees as deemed appropriate by University officials. Students may also be subject to disciplinary action due to the misconduct of their guests.
- G. The University may consider it necessary to close a dining unit. This could occur anytime that the University's analysis of occupancy indicates such a closing would be necessary. This action shall not be deemed a breach of this contract by the University.
- H. If your use of alcohol or other drugs results in behavior that causes concern for other students or staff members, on the first offense, you may be referred for an assessment to University Substance Abuse Services. If you are referred, you must follow through on any therapeutic regimen recommended as a condition to remain a patron of Dining Services and you must demonstrate behavioral progress as verified by the University Substance Abuse Services. Failure to comply may result in the University terminating this contract. If the behavior is a violation of the law or University policy, you will also be referred to the proper authority for disciplinary action.

VII. MISCELLANEOUS

The headings 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. It is the policy of Western Michigan University not to discriminate in its educational programs, activities, admission or employment policies on the basis of race, sex, sexual orientation, age, color, national origin, religion or handicap. This lease is governed by and construed with the laws of the State of Michigan.

SCHEDULE A
Academic Dismissal Rules

Academic dismissal: Students academically dismissed are released from their the contract at no charge. If the student is dismissed but awaiting readmission, he/she is permitted to utilize Dining Services. If readmission is not granted, there will be a charge only up to the date denied readmission.

SCHEDULE B
Rates and Dates

Current rates are listed below. Due to the unsettled conditions of prices for food, labor and utilities, the University reserves the right to increase the charge during the year if necessary.

2004-2005			
Dining Services Meal Plan Structure			
Semester	Bronco Gold / Bronco 20* Meal Plan	Bronco 15 Meal Plan	Bronco 10 Meal Plan
Fall 2004	\$1,573	\$1,492	\$1,307
Spring 2005	\$1,573	\$1,492	\$1,307
Summer I 2005	Not Available	\$731	\$588
Summer II 2005	Not Available	\$731	\$588

* The Bronco 20 Meal Plan is new for 2005–2006. The cost is anticipated to match the Bronco Gold Plan.