

CAMPUS DINING CONTRACT (2023-2024 ACADEMIC YEAR)

Plans. All students living in Oregon Institute of Technology ("University") housing must select a meal plan ("Plan") for the entire academic year (Fall, Winter, and Spring terms only), but excluding Summer term. Students living in University housing for the first time, must select either Meal Plan 1 or Meal Plan 2 for the duration of the current academic year. Students who lived in University housing during spring term 2023 may select any Plan for 2023-2024. Meals are "All You Care to Eat" in the main cafeteria (MarketPlace Café). Owl Bucks can be used in all Sodexo venues on campus.

If a Plan is not selected, Meal Plan 1 will be assigned

- Meal Plan 1** Cost: \$1,566 per term (\$4,698 per academic year)
14 meals per week (when classes are in session) plus \$200 in Owl Bucks per term
- Meal Plan 2** Cost: \$1,566 per term (\$4,698 per academic year)
10 meals per week (when classes are in session) plus \$400 in Owl Bucks per term
- Owl Bucks Plan** Cost: \$300 per term (\$900 per academic year) [This plan is only available for students who lived on campus spring 2023 or a prior year.]

Financial Requirement. Except as provided below, no charges for a Plan for the entire academic year will be reduced or refunded after this Contract is executed. Student is obligated to pay for the full amount of the selected Plan, whether used or not, for the entire academic year. Payment for the Plan is due in three equal installments; each installment is due and payable on the first day of each academic term. Student hereby authorizes University to add such charge to Student's account with University. Any Plan charge will be considered delinquent if not paid in full by the end of the second week of the applicable academic term and will be subject to University's policies and practices related to delinquent accounts, including, accrual of interest and other charges and registration and transcript holds.

If Student moves into University housing at a time other than the start of the academic year, the charges and benefits for Student's Plan will be prorated for the remainder of the academic year and payment for the Plan due in the current academic term will be due on the first day the Plan is available to Student. If Student has selected either Meal Plan 1 or Meal Plan 2, Student may change to either Meal Plan 1 or Meal Plan 2 by completing the request through eRezLife of such change no later than the end of the first week of the current academic term. If Student has selected the Owl Bucks Plan, Student may change to Meal Plan 1 or Meal Plan 2 at any time during the academic year and the difference in cost between the two Plans will be prorated for the remainder of the academic term and the academic year. If Student desires to change their Plan, Student should contact the Housing Office.

Carryover. Unused meals will not carry over from week to week, or term to term, and will expire if not used during the applicable week. Unused Owl Bucks will carryover from term to term through the academic year. At the end of the academic year, all unused Owl Bucks expire. **Refunds will not be given for unused meals or Owls Bucks, except as specifically provided in this Contract.** Unused meals and Owls Bucks cannot be transferred to another student.

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Meal Card. Plans are administered using a computerized system that allows Student to use their campus ID card to pay at campus dining registers ("Meal Card"). No purchases may be made without the Meal Card and Student being present. Lost Meal Cards must be reported immediately to the Dining Services at (541) 885-1076. Upon notification (during regular business hours), the Meal Card account will be suspended. Once a new Meal Card is obtained, the Plan account will be reactivated.

Early Termination of Contract. Student may cancel the University housing contract and this Contract prior to the start of the academic year, by following University's housing cancelation procedure. If Student materially breaches this Contract, University may terminate this Contract, which termination will be effective as of the date University notifies Student of such termination and Student shall not be entitled to a reduction or refund for Plan charges. This Contract will automatically terminate if:

- a. Student completes their academic program, graduates from Oregon Tech and vacates University housing by the end of the academic term in which Student graduated; such termination will be effective as of the end of the academic term in which graduation occurs and the cost of the Plan for subsequent academic terms will not be charged to Student.
- b. Student withdraws from or is expelled from the University on or before the end of the third week of classes; such termination will be effective as of the date of such withdrawal and the cost of the Plan for the current academic term will be prorated to be the greater of: a) 50 percent of the total cost of the Plan for such academic term; or b) the actual dining charges incurred by Student during the current academic term; and Student will not be charged for the Plan for any subsequent academic terms.
- c. Student withdraws from or is expelled from the University after the end of the third week of classes; such termination will be effective as of the date of such withdrawal. The cost of the Plan for the current academic term will not be refunded or prorated, but Student will not be charged for the Plan for any subsequent academic terms.

If Student ceases to reside in University housing but remains a student of University, the cost of the Plan for the remaining academic term and year will not be refunded or prorated. However, starting with the academic term immediately after the term in which the University housing contract was terminated, if Student has selected Meal Plan 1 or Meal Plan 2, all of Student's remaining "All You Care to Eat" meals will be converted to Owl Bucks (i.e., student will have \$1,566 in Owl Bucks and no "All You Care to Eat" meals per academic term).

Restrictions. Student understands and agrees that the "All You Care to Eat" meals are for the sole use of Student and that no food, beverages or other consumables may be taken out of the Marketplace for the consumption or use of any other individual and that meals may not be purchased on an "All You Care to Eat" plan for other individuals. Meals can be purchased for guests using Owl Bucks or cash.

Other Conditions and Terms. Student must comply with all applicable terms of the *Student Housing Handbook* and the *Student Code of Conduct*, and any other policy, rule, or regulation of Oregon Tech, including all Dining Services policies and rules (the "Oregon Tech Policies"). Disciplinary action, consistent with applicable Oregon Tech Policies may be taken by University if Student violates the requirements of this Section. This Contract is personal to Student and is not assignable without the prior written consent of an authorized University representative.

I have read and agree to all the terms, conditions, and all covenants set forth in this Contract. I understand it is binding for the entire academic year, except as explicitly set forth above.