

## 2023-2024 ACADEMIC YEAR MEAL PLAN CONTRACT

This document is a contract that is entered by Texas A&M University-Commerce, a member of the Texas A&M University System, an agency of the State of Texas, (hereinafter referred to as “University”) and the individual student (hereinafter referred to as “Student”).

WITNESSETH that the Student and the University, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

**1. PURPOSE.** The University will provide a variety of Meal Plan options to be made available to the Student, as described below:

### **1.01 Meal Plan Descriptions.**

**19 Meal Plan w/\$750 FLEX:** Cost is \$2,700, 19 meals a week in the Lion’s Mane Café or exchange for \$7 credit to be used in the Lion’s Lair retail venue or concessions at Memorial Stadium and the Field House during sporting events. Includes \$750 FLEX to be used at any dining location on campus, per semester.

**17 Meal Plan w/\$750 FLEX:** Cost is \$2,500, 17 meals a week in the Lion’s Mane Café or exchange for \$7 credit to be used in the Lion’s Lair retail venue or concessions at Memorial Stadium and the Field House during sporting events. Includes \$750 FLEX to be used at any dining location on campus, per semester.

**14 Meal Plan w/\$750 FLEX:** Cost is \$2,250, 14 meals a week in the Lion’s Mane Café or exchange for \$7 credit to be used in the Lion’s Lair retail venue or concessions at Memorial Stadium and the Field House during sporting events. Includes \$750 FLEX to be used at any dining location on campus, per semester.

**7 Meal Plan w/\$750 FLEX:** Cost is \$1,550, 7 meals a week in the Lion’s Mane Café includes \$750 FLEX to be used at any dining location on campus.

**\$1,265 FLEX Plan:** Cost is \$1,150, includes \$1,265 value in FLEX to be used at any dining location on campus, per semester.

**\$605 FLEX Plan:** Cost is \$550, includes \$605 value in FLEX to be used at any dining location on campus, per semester.

**2. Contract Term.** The Contract Term is for Fall 2023 and Spring 2024 or for Spring 2024 if the Student begins the contract in the same term. The cost of the meal plan is assessed for each semester term within the duration of this contract.

**3. Residential Required Participation.** The Residential Student is required to participate in the Meal Plan based on the following criteria:

**One Year and Two Years Post High School Graduation:** Any Residential Student who enrolls in TAMUC within one (1) and two (2) years of High School graduation is required to have one of the following meal plans:

Meal Plan options:

19 Meal Plan w/\$750 FLEX

17 Meal Plan w/\$750 FLEX

*A 19 Meal Plan w/\$750 FLEX will be applied if a plan is not selected.*

**Three or More Years Post High School Graduation:** Any Residential Student who enrolls in TAMUC three (3) or more years post High School graduation is required to have one of the following meal plans:

Meal Plan options:

19 Meal Plan w/\$750 FLEX

17 Meal Plan w/\$750 FLEX

14 Meal Plan w/\$750 FLEX

7 Meal Plan w/\$750 FLEX

\$1265 FLEX Plan

\$605 FLEX Plan

*A \$605 FLEX Plan will be applied if a plan is not selected.*

**4. Non-Residential Required Participation.** Non-residential Students are not required to have a meal plan, but may select from any of the meal plan options mentioned in Section 3.

**5. General Information for Meal Plans and FLEX Use.** The Student shall refer to the following guidelines for general use of FLEX credits:

Meal plans with weekly allowances will start over every Friday and run through the following Thursday. Only one meal swipe is allowed per meal period. Meal options are allowed in the Lion's Mane Café or Student may exchange a meal swipe for a \$7 credit towards a purchase at the Lion's Lair retail venue or concessions at Memorial Stadium and the Field House during sporting events. Any unused weekly meals will be forfeited.

Exchange credits cannot be used at licensed franchise locations. Licensed franchise location examples are Starbucks, Jimmy Johns, and Chick-fil-A.

The Student will use their Lion Card (student identification card) to access meals and FLEX. Use of the Lion Card is required for all transactions related to meal plans, there will be no exceptions. Look for tender acceptance at each campus dining location where FLEX is accepted.

FLEX tender may not be used to purchase alcohol.

FLEX funds will be added to an account associated with your Lion Card in increments at the start of each term; \$300 FLEX will be available by first class day. The remaining balance of FLEX will be added after 12<sup>th</sup> class day.

Unused meals and FLEX do not carry over from Fall to Spring term. Any unused meals and FLEX at the end of each term will be forfeited.

No refund is made for missed meals or unused FLEX.

Access to meal plans or FLEX with Lion Cards are non-transferable. Students who share, abuse, or inappropriately use their Meal Plan may be subject to disciplinary action by the University.

*Late Execution of Meal Plan*-If a student signs their meal plan contract after the first day the residence halls open, FLEX will be prorated.

A lost or stolen Lion card should be reported immediately to the Lion Card Office and the University Police Department (after hours). For reporting a lost or stolen Lion Card, Student may email [Lioncard@tamuc.edu](mailto:Lioncard@tamuc.edu).

**6. Policy for Cancellation and Changes to Meal Plan.** The Student will be able to make changes and/or cancel their Meal Plan following the policies below:

*Upgrade of Meal Plan* - Students may increase their meal plan at any time throughout the semester. They may do so through the myLeo housing portal. Meal plan requirements still apply.

*Change to Meal Plan* - Meal plan decreases must be submitted by twelfth (12<sup>th</sup>) class day of the first semester of the contract period. Meal plan requirements still apply.

*Termination of Meal Plan* - A student may request to terminate this contract during a semester if they withdraw or if they obtain an approved Contract Release. A student may complete the Contract Release Request in their myLeo housing portal. All documentation submitted in the Contract Release Request will be reviewed by Residential Living and Learning and Sodexo Dining Services. Contract Releases are not automatically approved. Approval is only obtained by proving that extreme, extenuating circumstances out of one's control have arisen after the meal plan start date. Lack of use is not an extenuating circumstance and is not grounds for release.

*Refund Policy for Approved Termination of Meal Plan* - Refunds for meal plans will be prorated based on date of the approved Contract Release. Students will be charged for each day the plan was active and FLEX usage to date. Proration amounts are determined at the discretion of the University. No refunds will be provided after the Last Day to Withdraw.

*Special Dietary Needs* - For special dietary needs, please contact Student Disability Services by emailing [studentdisabilityservices@tamuc.edu](mailto:studentdisabilityservices@tamuc.edu) or calling 903-886-5150. Students should not submit a Contract Release Request regarding special dietary needs.

## **8. Standard Contract Clauses**

**8.01 Assignments.** Without the prior written consent of the University, the Student may not assign this Contract, in completely or in part, and may not assign any right or duty required under it.

**8.02 Governing Law.** This Contract is to be governed by and construed in accordance with the laws of the State of Texas. If any of the terms or conditions hereof conflict with such law, then such terms or conditions will be deemed inoperative and null and void insofar as they may be in conflict therewith and will be deemed modified and amended to conform to such law. Venue for any action hereunder will be Hunt County, Texas.

**8.03 Severability.** If any provision of this Contract is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Contract or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Contract.

**8.04 Entire Contract.** It is expressly understood and agreed that this Contract contains the entire agreement between the parties hereto and that the University is not and will not be bound by any representations, agreements, or promises, oral or written, which are not contained in this Contract. This Contract may not be modified orally.

**8.05 Persons Bound.** All of the terms, provisions, covenants and conditions of this Contract will bind and inure to the benefit of University and Student, their legal representatives, successors and assigns.

**8.06 Time of Essence.** Time is of the essence with respect to this Contract and to each and every term and condition herein contained and especially those provisions concerning payments to be made by the Student.

**8.08 Force Majeure.** If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, (each, a "Force Majeure Event") whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this Contract and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either party to proceed with or continue the performance of this Contract or any part thereof, then said failure will be excused for the duration of such Force Majeure Event(s) and for such a time thereafter as is reasonable to enable the parties to resume performance under this Contract, provided however, that in no event will such time extend for a period of more than 30 days. For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto will be deemed Force Majeure Event(s), even to the extent reasonably foreseeable by either party as of the Effective Date of this Contract.

**8.09 Attorney's Fees.** In the event the University is required to employ an attorney to represent it in connection with the enforcement of this Contract, whether the litigation be instituted or not, Student is obligated to reimburse to University all such attorney's fees incurred by University, and, in the event of litigation, Student is liable for reimbursement to University of all costs incurred in connection therewith.

**8.10 INDEMNIFICATION.** STUDENT HEREBY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY UNIVERSITY, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, AGAINST ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE WHATSOEVER TO PERSONS AND/OR PROPERTY ARISING OUT OF OR RESULTING FROM THE ACTIONS OF STUDENT, STUDENT'S GUESTS AND/OR INVITEES. THIS INDEMNIFICATION ALSO INCLUDES REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY UNIVERSITY IN CONNECTION WITH THE DEFENSE PAYMENT AND/OR SETTLEMENT OF ANY SUCH ACTIONS, CAUSES OF ACTIONS, LIABILITY AND DAMAGES.

This Contract does not constitute a commitment of admission or any affiliation other than commitment to this Contract to the University. This contract may be subject to termination under the conditions specified herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.