The University of Texas at El Paso

2018-2019 MEAL PLAN CONTRACT TERMS AND CONDITIONS

Student Name: ___________________________    Student ID Number: ____________

The delivery of this contract by The University of Texas at El Paso (University) constitutes an offer of dining accommodations in the University designated dining facilities for the contract period(s) specified below. Election in a meal plan is strictly voluntary for all students, including those students housed in the University’s residence halls (Miner Village, Miner Heights, or Miner Canyon). Due to the varying number of individuals contracted for dining services, the University reserves the right to limit and/or modify dining hall and retail dining service hours and/or to close a dining location during the contract period. This contract becomes effective upon the execution of this contract by both the Student or Guarantor, if applicable, and an authorized University official.

Student and Guarantor, if applicable, hereby contracts and agrees to pay for the meal plan option selected below for the Fall 2018 semester only or Spring 2019 semester only. A meal is defined as one entry into the dining hall by the student during Service Meal Periods, as defined below. Meals are to be used solely for meal plan participants and may not be used for guests. Guest meals can be purchased with Miner Plan Dollars. The official University identification card, the Miner Gold Card, must be presented each time the Student redeems a meal in a dining venue or wishes to use their Miner Plan Dollars.

Student conduct and failure to meet financial obligations are subject to policies and rules of the University and University of Texas Board of Regents Rules and Regulations, which include but are not limited to withholding of the issuance of grades and/or official transcripts. Student and Guarantor agree to pay all expenses allowed by law incurred by the University in collecting the total amounts due under this contract, including collection fees, attorney’s fees, court costs, and other costs.

I. Meal Plan Service Periods: University Food Services provides meals for meal plan members for Fall and Spring semesters. Fall semester days of operation will begin on August 27, 2018 and end on December 14, 2018. Spring semester operational dates begin on January 22, 2019 and end on May 17, 2019. Meals are not provided during some holidays and break periods. Pick ‘n Shovel hours are now 10:00am to 2:30pm.

II. Contract Period: Meal plan contract period may be elected for an academic semester (fall semester only or spring semester only).

III. Miner Plan Dollars: Miner Plan Dollars may be used at any retail food venues throughout the campus on a dollar-for-dollar credit based on the meal plan option selected. Miner Plan Dollars do not roll over from semester to semester.

IV. Unused Meals: Unused meals are not refundable and do not roll over for use at a later time. Unused allotted meals do not roll over from semester to semester.

V. Payment: Meal plan payment may be made by 1) financial aid, if available (see below), 2) billing to the student’s Banner account through Census Day, 3) credit card, or 4) cash. If the “Bill Me” option is selected, the full charge for the meal plan is posted to your Banner student account through Student Business Services and payment is due in accordance with the University’s Payment/Refund calendar. Any payment you make to your student account is first applied towards tuition and then towards all other University fees, including the meal plan. Failure to make payment when due may result in penalties, including a block on registration and/or transcripts.

VI. Financial Aid: Any University administered financial aid (scholarships, loans, grants, etc.) may be applied in total by the University against amounts owed hereunder notwithstanding any payment plan option elected by the student. If financial aid fails to cover any portion of the meal plan cost, the balance of the meal plan cost will be placed on the student’s Banner account and is the responsibility of the student to pay. Enrollment in the meal plan may not be cancelled due to insufficient financial aid not covering all or any portion of the meal plan cost.

VII. Miner Gold Card: Meal allotments and Miner Plan Dollars are automatically loaded to your Miner Gold Card based on the meal plan option selected.
I. **Meal Plan Selection:** I voluntarily elect to participate in the following meal plan:

<table>
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<tr>
<th>Fall 2018 and Spring 2019 Meal Plan Options</th>
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<tr>
<td><strong>Check</strong></td>
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<tr>
<td>Fall 2018 Meal Plan Selected</td>
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II. **Changes or Cancellations:** One change is allowed per semester. Changes or cancellations will not be accepted after Census Date, which is the 12th business day following the date classes start each semester. All meal plan changes or cancellation requests must be received in writing by noon on Census Day at the Miner Gold Card Office located in the Mike Loya Academic Services Building, Room 116, OR emailed to minergold@utep.edu, OR faxed to 915-747-6250.

III. **Refund Policy for University Withdrawals:** Withdrawal from the University will result in a refund of advance payment as of the end of the week the student withdraws. Refund policies are established by and subject to change by the Texas State Legislature and the University. Refunds will not be issued for missed meals. Refunds are applied first to any outstanding debt owed to the University, including but not limited to past due accounts and future installment payments, unless prohibited by applicable law. Any remaining refund due will be mailed to the address on the student’s records when processed by Student Business Services.

I hereby acknowledge that I have read and agree to the terms and conditions on this contract. I UNDERSTAND THAT THIS IS A BINDING CONTRACT FOR THE ENTIRE CONTRACT PERIOD. A student under the age of 18 must also have this contract signed by a parent, guardian, or other person with legal responsibility for the student. Failure of student to obtain Guarantor’s signature if required, does not negate the Contract.

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Student's Signature: ___________________________ Date: ___________

Print Student Name: _______________________

Student’s Age: ___________

The University of Texas at El Paso

By: ___________________________ Date: ___________

Title: ___________________________

Guarantor’s Signature: ___________________________ Date: ___________

Guarantor’s Name: ___________________________

(Print): ___________

Home Address: ___________________________

Home Phone Number: ___________________________

Cell Phone Number: __________________________

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RETURN TO: University of Texas at El Paso, Miner Gold Card Office Mike Loya Academic Services Building, Room 116 Telephone: 915.747.3334 Email: minergold@utep.edu