

**Massachusetts Institute of Technology (MIT) – Department of Residential Life – MIT Dining
House Dining IAP Meal Plan Program Contract
Terms and Conditions: 2018 IAP**

The following terms and conditions of the House Dining IAP Meal Plan Program Contract for IAP (the “Contract” or the “Plan”) apply to all MIT House Dining plans, MIT debit accounts, and cash patrons of House Dining locations. By using their Weekly Plan Program meal card (MIT ID Card) or another form of payment to gain entry to the MIT House dining halls, all MIT students and other House Dining customers agree to accept all of the terms and conditions of the Plan and any revisions thereto, that may be made from time to time by MIT. Plan policies for the IAP House Dining Meal Plan Program are available at door checker stations for all patrons. The MIT House Dining IAP Meal Plan Program Contract is a legally binding contract and cannot be altered or modified without the prior written consent of the Associate Dean Residential Life & Dining. This Contract is valid for the 2018 IAP period beginning with brunch on Sunday, January 7, 2018 and ending with dinner on Friday, February 2, 2018 and becomes binding when the student indicates his/her acceptance of the plan through submittal of the enrollment form located at techcash.mit.edu.

The House Dining IAP Meal Plan Program Contract Terms and Conditions are separate and independent of the regular House Dining Meal Plan Contract, and only applicable during the 2018 IAP period.

IAP Meal Plan Program

All MIT students, faculty, and staff are eligible to enroll in the voluntary IAP Meal Plan Program for the 2018 IAP period, offering brunch and dinner service 7 days a week, including Martin Luther King Day, January 15, 2018. There is no requirement for students to purchase a weekly plan, and students purchasing a plan may select any plan regardless of class year, whether or not they register for IAP classes, or the location of their residence. Meals purchased through the IAP Meal Plan Program must be used by the end of each week the plan is purchased for and are not transferable, refundable, and may not be carried over into the spring 2018 semester. The beginning of each week is defined as the start of brunch on Sunday. The ending of each week is defined as after dinner on Saturday, except the final week which is defined as after dinner on Friday. There are 54 meal periods available during IAP. The following chart shows IAP Meal Plan Program options and prices for the 2018 IAP period.

2018 IAP Meal Plan Program Options and Pricing (weekly)	
IAP 8	\$99
IAP 10	\$114
IAP 12	\$135
IAP 14	\$150

Regular spring semester meal plan begins Saturday, February 3, 2018.

Important Dates for 2018 IAP Meal Plan Program

- IAP meal service begins with brunch on Sunday, January 7, 2018.
- The last day to cancel any purchased IAP meal plan is Friday, January 12, 2018.
- IAP meal service ends with dinner on Friday, February 2, 2018.

Guest Meal Passes

Meal plan holders will receive free guest passes as indicated in the following chart for meal plans purchased by December 28, 2017. Guest passes will be activated at the same time as your meal plan for the IAP period. Individuals using guest passes must be accompanied by the meal plan holder during the meal that the guest passes are being used. The meal plan holder must present his/her MIT ID card to the cashier for his/her meal and for the guest meal redeemed. Any guest passes remaining at the end of the last week the plan was purchased for will not be refunded and cannot be rolled over into subsequent All-You-Care-to-Eat Meal Plan Program semesters, IAP Meal Plan Program or Summer Meal Plan Program. All individuals using a guest meal pass must comply with Housing’s security policies and procedures.

2018 IAP Meal Plan Guest Passes	
PURCHASE TWO WEEKS	1 guest pass
PURCHASE THREE WEEKS	2 guest passes
PURCHASE FOUR WEEKS	3 guest passes

IAP Meal Plan Changes and Cancellations

The IAP meal plan selections cannot be changed once submitted via techcash.mit.edu. **Individuals purchasing a plan prior to January 12, 2018 may cancel their IAP Meal Plan by this date. After January 12, 2018, there will be no cancellations without the expressed written consent of Associate Dean Residential Life & Dining, or his/her designate.**

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IAP Meal Plan Program Period

Students purchasing an IAP Meal Plan have the opportunity to use the number of meals purchased in any combination of meal service periods throughout the week the plan was purchased for. Students may only swipe their MIT ID Card twice during a meal period. The second swipe is intended for a guest of the meal plan owner after the owner has used their allotted guest passes and will be deducted from the total number of the meal plan holder's total meals available for that week. The owner of the meal plan must be present and use a swipe when utilizing the second swipe option. Any remaining meals at the end of the week the plan was purchased for will not be refunded, cannot be rolled over into the All You Care to Eat Meal Plan Program for the spring semester, and are not transferrable to any other individual.

2018 IAP Meal Plan Program Schedule Opening and Closing Dates

The IAP Meal Plan Program will serve brunch and dinner beginning with brunch on Sunday, January 7, 2018, and ending with dinner on Friday, February 2, 2018.

Location and Hours of Service

All meals will be served in Baker Dining Hall. Brunch will be served from 11:00 AM – 1:30 PM and dinner will be served from 5:30 PM – 8:00 PM, seven days a week, including the Martin Luther King Holiday.

Food Offerings

The IAP Meal Plan Program will offer continental breakfast, hot breakfast items (served only between 11:00 AM – 1:30 PM) and soup, salad, 1 daily rotating entrée, 1 daily vegetarian rotating entrée, grill to order, dessert and beverages. Kosher meals, or to-go containers will not be provided during the IAP Meal Plan Program.

Scheduling

Campus Dining reserves the right to modify dining program hours of operation and menu offerings as service needs require. Campus Dining will make every reasonable effort to continue dining services during periods of weather emergency, campus emergency, power shortages, union actions, and similar circumstances.

Medical and Religious IAP Meal Plan Program Exemptions

Campus Dining will take reasonable steps to address specific needs for participants with religious or medical dietary needs in the House Dining system, but MIT does not guarantee that the House Dining facilities can address all possible dietary restrictions. Because the IAP Meal Plan Program is entirely voluntary, MIT does not offer medical or religious exemptions from the IAP Meal Plan Program once a plan is purchased. Students with dietary restrictions should consult with the management of Bon Appétit to ensure specific needs can be addressed.

Billing

Students are required to pay for the IAP Meal Plan Program for which they are enrolled when it appears on their student account/monthly bill from Student Financial Services. Charges or credits resulting from IAP Meal Plan Program changes will appear on student bursar statements after the change. Please see Student Financial Resources [website](#) for billing questions and policies.

Contract Adjustments

MIT reserves the right to adjust IAP Meal Plan Program rates before or during the Contract period by action of the Board of the MIT Corporation.

Use of the Identification Card and House Dining Services

The IAP Meal Plan Program membership card is the MIT photo ID card validated for the plan in which the student is enrolled. To enter the House Dining hall, students must let the door-checker mechanically “swipe” scan their MIT ID card. The meal (either brunch or dinner) will be deducted from the student's meal plan balance upon each entry into a dining room. Students are not permitted to re-enter the House Dining location utilizing their meal plan until the next meal period for which they are eligible. Any IAP Meal Plan Program member who cannot present a valid MIT ID card, for whatever reason, will be denied entrance. Campus Dining reserves the right to have an employee inspect MIT ID cards at any time and to request other appropriate identification to verify the identity and authorized use of the IAP Meal Plan Program.

Lost or Stolen Cards

Students who lose their MIT ID card, or have it stolen, should follow the procedures for card deactivation on the MIT Card Services website: <http://web.mit.edu/mitcard/lost.html>. To protect their IAP Meal Plan Program balance, as well as TechCASH and Dining Dollar account balances, students should deactivate their card and obtain a replacement by the next business day. If students need temporary access due to a lost or stolen card, the meal plan holder should contact the Assistant Director of MIT Dining at 617-253-2706, or foodstuff@mit.edu.

Contract Termination by MIT

This Contract may be terminated, at MIT's sole discretion, due to a violation of the Plan, or disciplinary action by MIT in accordance

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with Institute policies. Under such circumstances, no refunds will be granted for any meal plan charges incurred or to be incurred for IAP. Violators of the Plan may be required to pay restitution for damages, subject to disciplinary action, and/or be ineligible to participate in the Plan for a period of up to one year. Students enrolled in an IAP Meal Plan Program and all other customers who are found responsible for any violation of this Contract may be denied entry into House Dining operations. Damages assessed for breach of this Contract shall be independent of those that may be imposed by the MIT Committee on Discipline.

Conditions of IAP Meal Plan Program Participation and Service Policies:

- IAP Meal Plan Program offers unlimited servings at all regular meals eaten in Baker Dining Hall.
- Food and beverages may not be consumed in the serving area.
- Except as otherwise specified, no food or beverages may be removed from Baker Dining Hall.
- Customers may take one piece of hand fruit OR one cookie when leaving the dining room.
- It is the patron's responsibility to take only what (s)he can reasonably eat at each meal (All-You-Care-to-Eat) and the excessive or deliberate waste of food will be considered a violation of the Plan.
- MIT reserves the right to inspect any packages, coats, bags, purses, or other personal property, brought into the dining areas. All inspections will be conducted only upon the reasonable belief of a material violation of the Plan, by the manager of the dining facility and in compliance with applicable MIT policies.
- MIT reserves the right to limit the number of servings at special-event meals.
- Smoking is not permitted in any MIT Campus Dining location.
- Alcoholic beverages may not be brought into any Campus Dining location during regular service hours nor at special events or catered activities, except through the MIT event registration processes and in accordance with MIT alcohol policy.
- Patrons may not bring their own food and/or distribute food to other customers in House Dining operations.
- Patrons are responsible for collecting their own china, glassware, flatware, napkins, trash and food leftovers and processing them at designated dish return areas.
- Patrons shall immediately inform the House Dining staff of their food spills or accidents in the dining room, to help expedite cleanup and avoid safety hazards for all patrons.
- For sanitation and safety purposes, proper hygiene and appropriate attire, including shirt and shoes are required in all dining halls.
- Use of in-line skates, skateboards, bicycles or any other form of conveyance unrelated to a disability or temporary injury is not permitted in the dining halls.
- No animals except service dogs are allowed in dining halls.
- MIT is not responsible for personal belongings brought into or left in dining halls.
- To avoid cross contamination of food contact surfaces and service areas, patrons are required to utilize the utensils and service ware provided by MIT, and may not bring their own china, flatware, glassware or other kitchen utensils into the dining operation.
- Photography in all dining halls is strictly limited to the dining room areas and any photography in the serving area, and/or of food service employees is not permitted without the written authorization of the Associate Dean of Residential Life & Dining or his/her designate.

MIT Debit Account and cash customer use of House Dining Services

Students paying with cash, TechCASH and/or Dining Dollar accounts will be charged the current cash price for the meal. Cash prices are posted on the [MIT Campus Dining website](#) and in all House Dining locations. Cash prices are subject to change at any time by MIT Campus Dining.

Sick Meals

Sick meals are available to students who are ill and unable to come to the House Dining hall for a scheduled meal. Sick meals can be picked up at the register at brunch or dinner. **Sick students should not pick up their own meals, they can arrange with Bon Appetit to let another student pick up their meal.** One meal (brunch or dinner as applicable based on time of pickup) will be deducted from the student's meal plan balance or the cash price deducted from his/her TechCASH or Dining Dollars account. IAP Meal Plan Program participants will not be permitted to obtain another meal in the dining hall for the meal period in which they have had a sick meal provided. Arrangements with Bon Appetit management must be made in advance via completing the form on Bon Appetite's website <http://mit.cafebonAppetit.com/> in the "Food To Go" section.

If any provision of this Contract is held to be illegal, invalid, or unenforceable under any present or future law, (a) such provision will be fully severable; (b) this Contract will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Contract will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract; and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

By using your IAP Meal Plan Program card and/or participating in the dining program, you agree to accept and comply with all of the terms and conditions of the IAP Meal Plan Program Contract and any revisions that may be made from time to time.