House Dining Terms & Conditions

Massachusetts Institute of Technology (MIT)
Division of Student Life – Campus Dining
House Dining Meal Plan Contract
Terms and Conditions: 2019-2020

The following terms and conditions of the House Dining Meal Plan Contract (the “Contract” or the “Plan”) apply to all MIT House Dining meal plans, MIT debit accounts, and cash patrons of House Dining locations. By using their meal plan card (MIT ID Card) or another form of payment to gain entry to the MIT House Dining hall, 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. House Dining policies are posted at door checker stations for all patrons. The MIT House Dining Meal Plan Contract is a legally binding contract and cannot be altered or modified without the prior written consent of the Director of Campus Dining. This Contract is valid for the entire academic year and becomes binding when the student indicates their acceptance of the Plan through MIT’s online Housing and Dining enrollment process.

Required Meal Plan Enrollment

Students living in Baker House, Maseeh Hall, McCormick Hall, Next House, and Simmons Hall (collectively, the “House Dining or HD Residence(s)”) are required to enroll in one of the meal plans designated specifically for their residence and class year eligibility. Members of the first year class assigned to one of the HD Residences should enroll in a meal plan for the house they select immediately following the close of the first year housing lottery period. Incoming first years assigned to an HD Residence who do not select a meal plan by Tuesday, July 30, 2019 automatically enroll in the Any 14 + $175 plan. Returning students who opt to live in a HD Residence are required to enroll in a meal plan by Wednesday, June 26, 2019, via the Student Web website <http://myhousing.mit.edu>. Returning students who do not enroll in a meal plan by this date will be defaulted to the minimum meal plan. Required meal plan eligibility is below:

<table>
<thead>
<tr>
<th>Class Year**</th>
<th>Baker House</th>
<th>Maseeh Hall</th>
<th>McCormick Hall</th>
<th>Next House</th>
<th>Simmons Hall</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year (Semester 1&amp;2)</td>
<td>Any 14 + $175 or 190 + $250</td>
<td>Any 14 + $175 or 190 + $250</td>
<td>Any 14 + $175 or 190 + $250</td>
<td>Any 14 + $175 or 190 + $250</td>
<td>Any 14 + $175 or 190 + $250</td>
</tr>
<tr>
<td>Sophomore (Semester 3&amp;4)</td>
<td>125 + $290</td>
<td>125 + $290</td>
<td>125 + $290</td>
<td>125 + $290</td>
<td>125 + $290</td>
</tr>
<tr>
<td>Junior (Semesters 5&amp;6)</td>
<td>125 + $290</td>
<td>125 + $290</td>
<td>125 + $290</td>
<td>125 + $290</td>
<td>125 + $290</td>
</tr>
<tr>
<td>Senior (Semesters 7 or higher)</td>
<td>125 + $290</td>
<td>125 + $290</td>
<td>125 + $290</td>
<td>125 + $290</td>
<td>125 + $290</td>
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</tbody>
</table>

**Minimum enrollment requirements are determined by the number of semesters individuals attend MIT, and are congruent with Housing policies and procedures. Individuals granted advanced class standing are not eligible to change their meal plan mid-academic year. For example, a first year granted second year status in January is not eligible for the second year minimum enrollment plan until his/her third semester at MIT.

Any student assigned to housing in an HD Residence after August 1, 2019, who was not living in assigned housing for the spring 2019 semester, automatically default to the minimum meal plan on September 1, 2019. Any student assigned to housing in an HD Residence after January 1, 2020 who was not living in assigned housing for the fall 2019 semester automatically default to the minimum meal plan on January 31, 2020.

Students may choose plans above the minimum commitment to meet dietary needs.

All meal plans automatically renew at the end of the fall semester for the spring semester, regardless of whether they are required or voluntary. Students can make changes to spring semester meal plans through Student Web once the change period opens.
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Meal Plan Changes and Cancellations
The meal plan change and cancellation period is at the beginning of each semester. Returning students, who did not choose a fall semester meal plan by the June 26th deadline and were automatically enrolled in a meal plan, may change their meal plan at any time during the meal plan change period. For the academic year 2019-20, the fall change period begins on Friday August 23, 2019 and ends on Friday September 13, 2019. The spring change period begins Friday, January 10, 2020 and ends on Friday, February 14, 2020. During these periods, changes are made online via Student Web <http://myhousing.mit.edu>.

Refunds/Prorations
Calculations are based on the Daily Cost for weekly (Any) plans or Per Meal Cost for block meal plans. Please see the refund example at the end of the document. You may see a credit or charge depending on your specific circumstance and whether you switch between plan types. Students purchasing a block plan at any time during the semester are charged the full price of the block plan. The full price of the cancelled plan is reimbursed minus the Daily Cost or Per Meal Cost of meals already used. Refunds are made to student accounts only.

Students may only make one change to their meal plan during each change period. Students enrolled in the meal plan on a voluntary basis may not cancel their meal plan after the corresponding semester’s change period ends. Students who enroll after the fall meal plan change period ends may not change or cancel their meal plan until the spring semester change period. Students who enroll after the spring’s meal plan change period may not change or cancel their meal plan. Meal plan changes are pro-rated on a daily basis for weekly plans or remaining block meals beginning with the first available meal the day following the submitted change. Students who move from a residence with House Dining, to a residence with no mandatory meal plan requirement may cancel their meal plan on a prorated basis beginning the day after their move date. Students must cancel their meal plan independently of the housing reassignment process. Voluntary meal plan holders may cancel their plans prior to the first day of service for the semester or during the meal plan change period only.

Late Night Operations
All members of the residential community may use late night options offered at Simmons Hall and The Howard Dining Hall in Maseeh hall. Please see below for regular hours of operation. Students may use a meal swipe, cash, dining dollars, and TechCASH during late night.

Late Night Regular Hours
Late Night hours regular operational days are Sunday-Thursday, excluding the first week of the meal plan, and Institute holidays. Simmons late night service is open from 9:00 pm – 1:00 am Sunday–Thursday. The Howard Dining Hall late night service is open from 10:00 pm – 1:00 am Sunday–Thursday. Times and days are subject to change, Adverse weather conditions may necessitate closing.

Medical and Religious Meal Plan Modifications or Exemptions
MIT Dining takes all reasonable steps to assist participants with religious or medical dietary needs in the House Dining system, but MIT does not guarantee that House Dining facilities can address all possible dietary restrictions. MIT Dining collaborates closely with Bon Appetit and Student Disability Services to assist those with special dietary needs. Exemptions from meal plans are considered for the following reasons only: medical diagnoses and religious observances. Both require documentation and/or statements from competent authority. Exemptions for the following reasons are not considered: financial, vegan/vegetarian/raw diets, work/class schedule, access to kitchen, or personal preferences. Please email foodstuff@mit.edu for more information on the process.

Any Plan Week
An Any plan has a set number of meals per week. The meal plan week begins with Sunday brunch and ends at the close of Saturday dinner. Weekly meal plan allocations reset each Saturday following dinner service. The weekly meal plan balance adjusts at the end of each meal period to reflect breakfast/brunch, lunch and dinner, and late night service periods remaining in the week for that particular meal plan. The balance of unused swipes at the conclusion of a week do not carry over, and are not refunded, transferred, or accumulated in any way for future use.

Block Plan Semester
Each Block plan is based on a number of meals per semester. The meal plan begins at the first Saturday brunch of the semester and ends at the close of the last Friday dinner of the semester. Block meal swipes are to use at any meal period. Block meals not used by the conclusion of the semester do not carry over and cannot be refunded, transferred, or accumulated for future use.
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Meal Plan Program Schedule Opening and Closing Dates
House Dining service for the 2019 fall semester begins with brunch on Saturday, August 31, 2019, and ends with dinner on Friday, December 20, 2019. Service for the 2020 spring semester begins with breakfast on Thursday, January 30, 2019 and ends with dinner on Wednesday, May 20, 2020. The meal plan program does not cover MIT’s recesses for Summer, Winter Break or IAP. The meal plan covers Spring Break and Thanksgiving weekend service with modified services and locations.

Scheduling
MIT Dining reserves the right to modify dining program hours of operation as service needs require. MIT Dining will make every reasonable effort to continue dining services during periods of weather emergency, power shortages, union actions, and similar circumstances. In the event modifications to dining services are required, changes will be announced on MIT Dining’s home page, [http://dining.mit.edu](http://dining.mit.edu), via the MIT Mobile App and/or through email sent to meal plan holders.

Guest Meal Passes
Weekly meal plan holders will receive free guest passes as indicated in the following chart. Guest meals are included in the total of each Block plan. **Guest passes activate after the change period for each semester**. 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 holders must present their MIT ID cards to the cashier to swipe for the meal plan holder’s meal and for the guest meal redeemed. Any remaining guest passes at the end of each semester will not be refunded and cannot be rolled over into subsequent All You Care to Eat Meal Plan Program semesters or IAP Meal Plan Program. Up to six guest meals from Any plans can be donated to Swipeshare each semester. Block plan holders can donate up to six regular swipes to SwipeShare.

<table>
<thead>
<tr>
<th>Guest Meal Passes</th>
<th>Any 19</th>
<th>Any 14</th>
<th>Blocks</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Guest Passes each semester</td>
<td>6 Guest Passes each semester</td>
<td>Included in total meal allotment each semester</td>
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Dining Dollars
All plans come with Dining Dollars for use in campus retail locations, as well as House dining. Dining dollars come with a 5% discount (each $1.00 in purchase costs you .95 cents in dining dollars) at on-campus dining locations. Unused Dining Dollars roll over from the fall to spring semester, as long as a new contract is signed. If a new contract is not signed for spring, remaining fall dining dollars are credited to your account. All dining dollars expire at the end of the spring semester. Dining Dollars will be the default first tender, followed by TechCash, in campus retail dining operations, except LaVerde’s.

Change in status
Students registered for the fall semester and enrolled in a meal plan who **either** will not be attending MIT during the spring semester or will be attending an MIT semester abroad program, must notify MIT Dining of their change in status and housing, using the online change/cancellation form. This avoids enrollment for a spring-semester meal plan and being charged.

Leaves
Students may terminate this Contract without penalty, if given an Institute-approved leave. Students must notify MIT Dining of their leave status and pay for meal plan service used through their posted leave date or last usage date, whichever is later.

Billing
Students are required to pay for the meal plan when it appears on their student account/monthly bill from Student Financial Services. Charges or credits resulting from meal plan changes will appear on student bursar statements after the change. Finance charges resulting solely from meal plan changes will not be adjusted or refunded. Student Financial Services policies on payment of the finance charge for late payments and other penalties for failure to make proper payments apply.
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**Contract Adjustments**
MIT reserves the right to adjust meal plan 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**
Meal Plan membership and privileges are nontransferable and cannot be used to provide entry to another person or obtain food or beverage for others in any way, with the exception of redeeming Guest Passes associated with your meal plan.

The meal plan membership card is the MIT photo ID card validated for the plan in which the student is enrolled. To enter a House Dining hall, students must let the door-checker mechanically “swipe” scan their MIT ID card. The specific meal (i.e., breakfast, brunch, lunch, or dinner) will be deducted from the student’s weekly meal balance upon each entry into a dining room. Students are not permitted to re-enter any House Dining location utilizing their meal plan until the next meal period for which they are eligible. MIT 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 meal plan.

**Forgotten IDs**
Students who forget their MIT ID card may be admitted to meal plan service periods at the sole discretion of the House Dining Manager, and for no more than three times within one semester. Students will be required to register such approved admissions in the Forgotten ID Logbook available at every cashier stand. House Dining Management reserves the right to deny entry to individuals who frequently forget to bring their card.

**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 web site [http://mycard.mit.edu](http://mycard.mit.edu). To protect their meal plan weekly balance, as well as TechCASH and Dining Dollar account balances, students should deactivate their card and obtain a replacement within three days. When arriving for meal periods during this time, individuals should bring the email confirmation reporting the lost/stolen ID along with a photo ID to verify identity and meal plan. House Dining Management reserves the right to deny entry to individuals who do not replace their MIT ID card within three days of reporting it lost or stolen.

**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 with Institute policies. Under such circumstances, no refunds will be granted for any meal plan charges incurred or to be incurred for the semester. Violators of the Plan may be required to pay restitution or 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 a meal plan 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 Meal Plan Participation and Service Policies:**
- House Dining meal plans offer unlimited servings at all regular meals eaten in the House Dining rooms.
- Food and beverages may not be consumed in the serving area.
- Except as otherwise specified, no food or beverages may be removed from the House Dining operations.
- Customers may take one piece of hand fruit OR one cookie when leaving the dining room.
- Takeout meals are available utilizing MIT’s green exchange container program only. Takeout meals are to be balanced and not consist of excessive amounts of high cost items that are available on a self-service basis. Dining staff may inspect the contents of takeout containers for compliance with this policy. Customers with takeout containers are required to leave immediately after obtaining their food from the serving area and may not eat in the dining room. Paper cups for cold beverages are provided at beverage stations for take-out customers.
- 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.
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- MIT reserves the right to limit the number of servings at special-event meals.
- No smoking is permitted in any MIT Dining location.
- Alcoholic beverages are prohibited in all MIT Dining locations during regular service hours or 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 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 Director of Campus 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 occasional/cash price for the meal. Cash prices are posted on the MIT Campus Dining web site and in all House Dining locations. Cash prices are subject to change at any time by MIT Campus Dining. All meal plans, debit account and cash customers agree to the terms and conditions of this Contract, upon entering the dining room.

House Dining Box Meals
Students enrolled in a meal plan may order a box meal(s) in lieu of attending a regular meal service period(s). Box meal service is available only when classes are in session, and is not available during weekends or holidays. Box meals must be ordered using the online order form at http://dining.mit.edu/box-meals and placed by 12:00 pm (noon) the day prior to pick up. Box meals must be picked up during House Dining service hours, Monday through Friday. Students must leave their MIT ID with the door checker when picking up box meals if not eating in the dining hall at the time of pickup. Students are not permitted to obtain another meal in the House Dining rooms for that same meal period for which a box meal has been obtained. Students enrolled in a meal plans may order breakfast, lunch and dinner box meals.

Sick Meals
Sick meals are available to students who are ill and unable to come to a House Dining hall for a scheduled meal. Sick meals can be picked up at any House Dining room at breakfast, brunch, lunch, or dinner. Sick students must fill out the Sick Meal Order Form located at http://mit.cafebonappetit.com/content/uploads/sites/246/2014/11/MIT-2014-Sick-Meal-Order-Form.pdf. Sick students should not pick up their own meals. (Students should work with Dining Staff, their friends, GRTs or ADs to arrange for sick meal delivery to the sick student). The student picking the meal must have the completed Sick Meal Order Form to give to the cashier. One meal (breakfast, brunch, lunch or dinner as applicable based on time of pickup) will be deducted from the student’s weekly meal balance or the cash price deducted from his/her Dining Dollars, or TechCASH account. Meal plan participants will not be permitted to obtain another meal in the House Dining rooms for the meal period in which they have had a sick meal provided.

Miscellaneous
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.
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This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.