

Meal Plan Contract Terms and Conditions

The term of this contract is for the full upcoming academic year (defined as the Fall and Spring semesters, combined), or if entered into after the start of the Fall semester, for the remainder of the academic year. Meal plans are added to student fee statements prior to the Fall semester. At the conclusion of the Fall semester, students are automatically enrolled in the same meal plan for the Spring semester. The first day of dining operations coincides with the day that the Residence Halls open for occupancy. The last day of dining operations coincides with the day that the Residence Halls close.

Due to the varying number of students contracted for dining services, the University reserves the right to limit and/or modify dining service hours and/or to close one of the dining facilities during the contracted period. This contract becomes effective upon execution of the housing and/or dining agreement by both the student and an authorized University official for the entire academic year contracted, excluding University holidays such as Thanksgiving, winter or spring breaks, emergency closures, and other student holidays that the University may grant. The rates are subject to change as approved by the Board of Regents, Texas State University System. Refer to Residence Life [Dining Rates](#) for current meal plan costs.

1) Types of Meal Plans.

- a) Resident meal plans include the All Access, 15 meals Per Week, or 10 Meals Per Week (required first-year students are not eligible for the 10 Meals Per Week option). All students residing in the residence halls (except those living in Bearkat Village Apartments, Campus Edge Apartments, Copper Village Apartments, and San Jacinto Studios) are required to have a Resident meal plan as a condition of their residency. By default, all residents will be placed in the All Access meal plan. If the resident would like to choose the 15 Meals per week plan or the 10 Meals Per Week Plan, they may request the change prior to the beginning of the academic year. The resident may access their meal plan account to request the change in the [MySam Student Portal](#). Students not living in the residence halls may voluntarily purchase a Resident meal plan.
- b) Commuter meal plans include the Bearkat Value, Bearkat Lite, and Bearkat Flex options, and are eligible for purchase only for commuter students who do not reside in the residence halls. Students living in Bearkat Village Apartments, Campus Edge Apartments, Copper Village Apartments, and San Jacinto Studios are eligible to purchase a Commuter meal plan. Commuters or students living in on-campus apartments may access their meal plan account to select a meal plan through the [MySam Student Portal](#).

- 2) Meal Plan Payment. Payment for the meal plan will be made according to the payment schedules set forth by the Sam Houston State University [Cashier's Office](#). As described in the [SHSU Catalog](#), failure to meet financial obligations to the University may result in any or all of the following non-inclusive sanctions: dismissal from the University, withholding future registration privileges, withholding the conferring of a degree and/or barring re-admission. If amounts become past due, the University reserves the right to report the account to the Credit Bureau. This will also initiate collection efforts and could cause the University to employ an outside collection agency to recover the debt. If collection efforts must be made, the student will be required to pay all collection costs.

3) Termination of Contract.

- a) Liquidated Damages. \$25.00 in liquidated damages shall be assessed for any approved contract termination unless terminated due to student teaching assignment.
- b) Students not residing in the residence halls (students who are not required to have a meal plan): Students may immediately terminate the meal plan contract by submitting a written request to the Department of Residence Life up until the Friday of the first week of classes, subject to liquidated damages of \$25.00 assessed. After the first week of classes, if student wishes to terminate this contract, student must apply to terminate the contract

through the [MySam Student Portal](#). Termination of the contract will only be approved for certain mitigating circumstances that did not previously exist at the beginning of the contracted period. Official resignation from the University will terminate this contract immediately, requiring payments as noted under 2) Meal Plan Payment. Bearkat Bucks may be affected, as per section 5) Bearkat Bucks.

- i) Resident meal plan: If early termination of a Resident meal plan is approved, student will be charged the daily rate and any applicable sales tax through the end of the day in which the termination occurs and assessed liquidated damages of \$25.00. Uneaten meals cannot be refunded but upon termination of the residential meal plan, the student will no longer be charged. Students who have required student teaching assignments may terminate their meal plan contract at the end of their on-campus required course work with no penalty, but are responsible for all meal service to date.
- ii) Commuter meal plan: If early termination of a Commuter meal plan is approved, student will be charged for all used meals on a per meal basis and any applicable sales tax and are assessed liquidated damages of \$25.00. Students who have required student teaching assignments may terminate their meal plan contract at the end of their on-campus required course work with no penalty, but are responsible for all meals used until the day of termination.
- c) Resident students with required meal plans: Student must apply to terminate the contract through the [MySam Student Portal](#). Termination of the contract will only be approved for certain mitigating circumstances that did not previously exist at the beginning of the contracted period. Official resignation from the University will terminate this contract immediately, requiring payments as noted under 7) Refund Policy. Bearkat Bucks may be affected, as per section 5) Bearkat Bucks.
 - i) Resident meal plan: If early termination of a Resident meal plan is approved, student will be charged the daily rate and any applicable sales tax through the end of the day in which the termination occurs and assessed liquidated damages of \$25.00. Uneaten meals cannot be refunded but upon termination of the residential meal plan, the student will no longer be charged. Students who have required student teaching assignments may terminate their meal plan contract at the end of their on-campus required course work with no penalty, but are responsible for all meal service to date.
- d) Termination by the University: Should the University close the main campus for class instruction during the academic year, the dining facilities may close or reduce operations. Students may request contract termination and waiver of the early termination penalty pursuant to Section 3. a) Liquidated Damages. Any dining refund and/or penalty waiver will be determined in accordance with the refund policy and procedures established by the University administration.
- 4) Change of Meal Plans: Before the inception of the Fall semester, residential students may change their meal plan among the All Access, 15 Meals Per Week or 10 Meals Per Week (required first-year students are not eligible for the 10 Meals Per Week option) plans, and non-residential students may change their meal plan among any of the available meal plans, with no penalty. Students may access their meal plan account to request the change in the [MySam Student Portal](#). On the first day of dining operations, all students wanting a meal plan change must apply to change their contract in writing to the Department of Residence Life. Students will have a grace period (ending the Friday of the first week of classes) to request a change of meal plan. After the grace period ends, change of the contract will only be approved for certain mitigating circumstances that did not previously exist at the beginning of the contract period.
 - a) Change from one Resident meal plan to another: If a student is contracted with the All Access, 15 meal, 10 meal plan and wishes to change to another Resident meal plan during the contracted period, student may request in

writing to the Department of Residence Life. If a change is approved, student will be charged liquidated damages of \$25.00 and the prorated difference of the meal plans will be refunded to the student as noted in 7) Refund Policy. Bearkat Bucks may be affected, as per section 5) Bearkat Bucks.

- b) Change from one Commuter meal plan to another: If a student is contracted with the Bearkat Value, Bearkat Lite, or Bearkat Flex plan and wishes to change to another Commuter meal plan during the contracted period, student may request in writing to the Department of Residence Life. If a change is approved, student will be charged for all used meals on a per meal basis and any applicable sales tax for the meal plan being cancelled and will be charged the full price of the requested meal plan. A liquidated damage fee of \$25 will be assessed at the time of the change. Bearkat Bucks may be affected, as per section 5) Bearkat Bucks.
 - c) Change from Resident to Commuter meal plan: A non-resident student on any of the Resident meal plans. If a change is approved, student will be charged liquidated damages of \$25.00 and the Resident meal plan will be charged through the end of the day in which the change occurs including any applicable sales tax. The Commuter meal plan will begin immediately after the Resident meal plan is cancelled and the student will be charged the full price of the Commuter meal plan. Bearkat Bucks may be affected, as per section 5) Bearkat Bucks.
 - d) Change from Commuter to Resident meal plan: Due to the nature of the Commuter meal plan, these plans cannot be cancelled until the end of the active semester, or until all meals have been used on the Commuter meal plan. After which, a Resident meal plan may be purchased at a pro-rated cost. Bearkat Bucks may be affected, as per section 5) Bearkat Bucks.
- 5) Bearkat Bucks: Bearkat Bucks that a student may receive from signing the meal plan contract require the student to remain on the plan the entire semester. The student may use Bearkat Bucks at any of the ARAMARK facilities on the SHSU main campus (excluding Concessions). Bearkat Bucks for the meal plans are published in the Residence Life brochure and are on the [Residence Life website](#). If a student contracts for a meal plan after the first day the dining facilities are open, student will receive a prorated amount of Bearkat Bucks for all Resident plans, and a full amount of Bearkat Bucks for Commuter plans.

Early termination of the meal plan contract will be cause for immediate cancellation of the Bearkat Bucks offer. If the student has used part or all of the Bearkat Bucks and thereafter cancels the meal plan prior to the conclusion of the semester, Bearkat Bucks will be prorated through the end of the day that the cancellation occurs. The student is required to reimburse the University for any Bearkat Bucks used over the allotted amount.

Students may add additional Bearkat Bucks by depositing money into their account for use at any of the ARAMARK facilities on the SHSU campus. Money deposited into student's Bearkat Bucks account is non-refundable and may not be redeemed in cash. Bearkat Bucks will be active until the final date defined as the end of the second summer session. Any unused funds remaining on account will be forfeited and inaccessible.

- 6) Financial Aid: It is understood and agreed that any University administered financial aid (scholarships, loans, grants, etc.) is applied in total by the University against the student's semester housing and dining charges, including unpaid balances, despite any payment plan option elected by the student or conflicting contract terms and references herein.
- 7) Refund Policy: All refunds (including deposits) to a student are first applied to any outstanding debt to the University including, but not limited to, past due accounts and future installment payments. Any refund that exceeds these payments is refunded to the student and distributed by the method indicated on the student's [Bearkat OneCard](#).

Refund amounts, if any, are determined as per sections 3) Termination of Contract or 4) Change of Meal Plans, as indicated above.