

Panther Dining Meal Plan Terms and Conditions

For MMC and BBC

1. CONTRACT PERIOD: Meal Plan contracts purchased for the fall semester serve as a binding two-semester contract (meal plan purchased in fall must also be purchased for spring). Contracts purchased for first time in spring, are a one-semester only contract and do not extend to include summer or future fall semesters. The fall and spring portion of your meal plan begins on Friday (the week before classes start) and ends with brunch/dinner on the last day of undergrad finals. Summer meal plans are for summer A, C and SummerB/Early Fall only and do not carry over into fall semester. **NOTE: Prices are shown per semester.**

2. MEAL PLAN FACILITY: The Fresh Food Company is located at the Modesto Maidique campus. Dining Dollars/All Access plans can be used at all Panther Dining retail locations across both Modesto Maidique/Biscayne Bay campuses including The Fresh Food Company. **(NOTE: Panther Dining locations do not include the Barnes and Noble Café, Recharge U convenience store, Vicky Cafe, food service at the Engineering Campus or vending machines.)**

Hours of Operations: Hours of Operations are based on the FIU annual Academic Calendar. Hours of operations for all dining locations are posted at each dining venue, www.pantherdining.com and Shop.FIU.edu. Dining Locations including The Fresh Food Company will be closed for the Thanksgiving Holiday, Winter Break, and July 4th observance. Panther Dining reserves the right to modify hours of operations throughout the semester. Any changes will be posted immediately. Please note that the meal plan week begins on Monday and runs through the following Sunday.

3. MEAL PLAN ACCESS: Meal plans are accessed through the student's FIU One Card. Participants must present their card to make purchases at any retail location or to gain entry into The Fresh Food Company. No one will be allowed to enter without their FIU One Card. Participants are responsible for acquiring an FIU One Card through the FIU One Card Office before using the meal plan. Participants are responsible for the safekeeping of their FIU One Card and for any usage on the card until it is reported lost or stolen to us at (305) 348-0088. **Meal Plan is not transferable. It is a violation of FIU policy and the student conduct agreement for any student to use another's FIU One Card. An incident report(s) may be filed if terms are violated. Failure to comply with University and Panther Dining policies may result in the cancellation of meal plans without refund or adjustments. Any apparent fraud may result in card confiscation, campus disciplinary action and possible further action.**

4. TAKE OUT: Take out service is available at The Fresh Food Company using your meal plan. A payment is required to receive a reusable to-go container. Return the container during your next visit, and it will be exchanged for a clean container or a To-Go Box card that you can exchange for a To-Go Box at another time. For more details, visit The Fresh Food Company. One take-out per meal period; student may not dine in and take out during the same meal period.

5. MEAL PLAN DEFINITIONS (Meal plans offered may vary annually and may also include one-semester promotional plans):

"UNLIMITED PLANS"- provide unlimited visits (minimum 15 minutes between visits) to The Fresh Food Company for dine-in service 5 or 7 days a week. Dining Dollars that come with plans provide a 10% discount* at participating retail locations at FIU until funds are spent or the end of the Summer B semester for the current academic year; whichever comes first.

- **VIP 7:** 7 days/week (Monday - Sunday); includes Dining Dollars
- **VIP 5:** ANY 5 days/week** (Monday - Sunday); includes Dining Dollars.
- **ULTIMATE ACCESS 7:** 7 days/week (Monday - Sunday); includes Dining Dollars and 1 daily bonus meal (up to \$6.50) at designated locations after 10:30 am.
- **ULTIMATE ACCESS 5:** ANY 5 days/week** (Monday - Sunday); includes Dining Dollars and 1 daily bonus meal (up to \$6.50) at designated locations after 10:30 am

Bonus meal locations are Burger King, Chick-fil-A, Dunkin Donuts, Einstein Bros, Grille Works, Jamba Juice, Juiceblendz, Moe's SW Grill (BBC & MMC), Panda Express, Papa John's, Pollo Tropical, Subway (BBC & MMC), and Taco Bell.

**A "Day" counts once FIU One Card is swiped initially during any meal period and lasts until the closing time of The Fresh Food Company for that calendar day.

"ALL ACCESS PLANS" – provide a fixed amount of Dining Dollars to be used at will throughout the semester. All Access plans provide a 15-25% discount at The Fresh Food Company and a 10% discount* at retail locations until funds are spent or the end of Early Fall semester; whichever comes first.

- **ALL ACCESS T1:** prepaid Dining Dollars; provides a 25% discount at The Fresh Food Company.
- **ALL ACCESS T2:** prepaid Dining Dollars; provides a 20% discount at The Fresh Food Company.
- **ALL ACCESS T3:** prepaid Dining Dollars; provides a 15% discount at The Fresh Food Company.

"SUPER BLOCK MEAL PLANS" - include a fixed number of visits to The Fresh Food Company per semester and Dining Dollars that provide a 10% discount* at participating retail locations. Meals re-set at the beginning of each semester and unused meals do not roll over to future semesters.

- **Super Block 150:** 150 visits per semester to The Fresh Food Company, plus Dining Dollars and possible Bonus Dining Dollars.
- **Super Block 100:** 100 visits per semester to The Fresh Food Company, plus Dining Dollars and possible Bonus Dining Dollars.
- **Super Block 50:** 50 visits per semester to The Fresh Food Company, plus Dining Dollars and possible Bonus Dining Dollars.

"BUILD YOUR OWN PLANS (BYOP)" - provide a combination of a number of visits each semester at The Fresh Food Company plus Building Block Dining Dollars. Meals re-set at the start of each semester and unused meals do not roll over to future semesters. Multiples of Block 50 or 100 may be purchased.

- **Block 50:** 50 visits per semester to The Fresh Food Company.
- **Block 100:** 100 visits per semester to The Fresh Food Company.

"BUILDING BLOCK DINING DOLLARS" –Building Block Dining Dollars complete a BUILD YOUR OWN PLAN (BYOP) and may be added to ANY Meal Plan in increments of \$100 as desired, becoming part of the student's BYOP or other meal plan contract. **Dining Dollars purchased without an existing Meal Plan or other promotion will not provide a discount.**

- **\$100 Dining Dollars** - Dining Dollars that provide a 10% discount* at Panther Dining locations.

All plans and Dining Dollars purchased for use with Panther Dining are for the personal use of the owner of the account or plan and are **non-transferable**. The Panther Dining Services plans and funds cannot be used as a gift card or gift certificate. Dining Dollars (includes All Access plans), which provide a discount, are **non-refundable** and **unused balances are available until the summer semester and expire on the last day of Summer B/Pre-Fall for the current academic year.**

NOTE: Meal Plan participants may not use Fresh Food Company meals/unlimited visits to pay for a guest; Guest will be charged to the participant's Dining Dollars account. *Discount does not apply to meals including alcohol. Discounts are off regular price at The Fresh Food Company and Panther Dining retail locations. Discount not valid at Miro's or The Faculty Club or on sale and promotional items.

6. EASY PAY INSTALLMENTS: AN ACTIVE CREDIT CARD IS REQUIRED TO PROCESS MONTHLY MEAL PLAN PAYMENTS AUTOMATICALLY UNDER EASY PAY.

Easy Pay Installments are available for combined Fall/Spring meal plan purchases. If installment payments are not made by the dates outlined, your meal plan use will be suspended (deactivated) and a hold placed on your academic records until all monies due are paid. In addition, finance charges may apply to any late payments due to declined or disputed credit cards. Expired meals over any suspension period will not be refunded or returned. Card member agrees to pay total in accordance with agreement governing use of such credit card. In the event of default of payment, the undersigned agrees to pay reasonable attorney's fees, legal expenses and lawful collections costs in addition to all other sums due. It is up to the participant to notify Panther Dining Services of any anticipated payment interruptions and make the appropriate changes. Building Block Dining Dollars may be added to any plan and incorporated into EASY PAY installments. Total prices may be prorated if meal plan is purchased after beginning of semester. Regardless, payment schedule must be completed by February 1, 2018.

7. CHANGING YOUR MEAL PLAN: Participants may change their meal plan **ONCE** during the first two business weeks of the Fall semester ONLY. Plans purchased during the fall semester are for the academic year and are **non-cancellable past the deadline**. The student may upgrade the meal plan at any time during the academic year. Except as otherwise expressly stated in these terms, all Panther Dining plans are **non-refundable and will expire on the last day of enrollment, or the last day of the current semester**.

8. REFUNDS OR PARTIAL REFUNDS (WITHDRAWALS): Refunds or partial refunds will be granted **ONLY** under the following circumstances: a) If Student withdraws from the University and notifies us **prior to the start of the academic semester**, which entitles the participant to a full refund. b) If Student officially withdraws from the University after the first meal is served for that semester; **refund will be prorated from the date cancellation request is received**, less a \$50.00 processing fee, less any Dining Dollars spent, and less the value of any bonus or incentive that was received for making a meal plan purchase. It is the responsibility of the student to provide **sufficient and acceptable documentation (i.e., an official withdrawal from FIU) to Panther Dining Services**. Refunds of purchases will be given only to the meal plan holder (over the age of 18) at the discretion of Panther Dining Services.

9. DEFAULT: Failure to eat meals or otherwise participate in the meal plan **does NOT** release the purchaser from the meal plan contract. Failure to pay the total amount due on contracted meal plans in advance will result in the loss of any deposits or prepaid amounts. Non-payment will result in a hold on the student's academic records and FIU account until the debt has been paid in full. Meal plan may be deactivated at the discretion of Panther Dining until funds are received. No refunds or adjustments will be made due to late payments made by meal plan participant.

10. ACKNOWLEDGEMENTS: By purchasing this plan you are agreeing to all provisions contained in this contract. Any situation not specifically addressed here will be resolved at the sole discretion of Panther Dining Services. Oral representations cannot be relied upon as correctly stating the function and workings of the meal plan. For correct and outlined use reference should be made to these terms and conditions.