



**Agreement Term:** The term of this Dining Services Agreement is for one academic year (fall and spring semesters). If this Agreement is entered into after the start of the fall semester, the term is for the remainder of the fall semester and all of the spring semester. If this Agreement is entered into for the spring semester, the term is for the spring semester only. As a general rule, meal plan service will begin with dinner on the date the residence halls open and end with dinner on the last day of classes. Meal plan service will not be available during extended University holiday periods. Actual operational dates will vary according to individual locations and the academic calendar.

**Eligibility:** To be eligible to apply for a student meal plan, you must be admitted and registered for the semester in which applying. Enrollment may be at NMSU, an NMSU-affiliated community college, or both.

**First Year Student Residency Requirement:** First year student residents are required to participate, for both the fall and spring semesters, in one of the following meal plans: Aggie Unlimited or Aggie Choice 230. Students required to have a meal plan, who have not applied for one by the first day of classes, will be assigned the Aggie Choice 230. If a first year residency exemption has been approved by the Housing & Residential Life office, you may, but are not required, to select any meal plan offered.

**Taos Meals:** Taos meal allotments are issued per semester. Any unused Taos meals will not carry over from the fall semester to the spring semester.

**Aggie Dining Dollars:** Aggie Dining Dollar allotments are issued per semester. Meal plan participants may add additional funds to their Aggie Dining Dollars in the ID Card Services office. Unused Aggie Dining Dollar balances will roll over from the fall semester to the spring semester. Any unused balance remaining at the end of the spring semester is forfeited. This applies to all Aggie Dining Dollars regardless if associated with initial purchase of meal plan or if funds have been added.

**Meal Plan Changes:** You may change to another allowable meal plan during the first two weeks of meal operation in each semester. Meal plan changes will not be accepted after the established deadline for either the fall or spring semester.

**Acceptance:** You accept the terms and conditions of the Agreement upon submission of the Meal Plan Application. Plan design is subject to change, with appropriate written notice provided to students whom have already submitted a meal plan application.

**Accommodations:** Every effort will be made to accommodate special dietary needs or other health considerations. It is important, however, that you contact NMSU Dining Services in advance of the first serving day to make these arrangements. Supporting documentation may be required to assist NMSU Dining Services in meeting your needs. If you have special considerations, please include these by email to [idsvs@nmsu.edu](mailto:idsvs@nmsu.edu).

2018-2019 Meal Plan Fees\*

Meal Plan Application Fee	Non-Refundable	\$15
Mandatory Meal Plan	Annual Rates	\$3902 or \$3796/annually (billed by semester)
Voluntary Meal Plan	Annual Rates	Ranges from \$3902 - \$824/annually (billed by semester)

\*Rates subject to change. NMSU Board of Regents approve the following academic year meal plan rates in April.

**Terms of Payment / Charges/:** All meal plan charges will be billed, by semester, to your NMSU account, which is managed by University Accounts Receivable. You are responsible and agree to pay the \$15 meal plan application fee and the price of the meal plan. Meal Plan charges are due and payable through University Accounts Receivable in conjunction with other charges (i.e. tuition, fees, housing, etc.). Meal plan charges may be paid online by logging into the your "MyNMSU" account and selecting the "Pay NMSU" link, by phone or in person at University Accounts Receivable. Meal Plan charges are subject to all applicable policies and procedures as established by NMSU and administered through University Accounts Receivable. Failure to participate in the Dining Program does not release you from the contractual obligation under the Meal Plan Agreement. In other words, even if you don't eat the meals, you will still be responsible to pay for the meal plan.

**Dining Service Agreement Termination by the Student:** Once meal service has started for a given semester, if you wish to terminate the Meal Plan Agreement must petition the Manager of ID Card Services, or designee, for approval of agreement termination.

Please refer to the termination charge schedule for charges that you will be liable for if your termination is approved. You may petition to terminate the meal plan agreement only for one of the following reasons:

A. Non Attendance:

1. Graduation - approved upon verification of graduation and payment of the graduation fee.
2. Official withdrawal from NMSU – approved upon completion of the withdrawal process.
3. Transfer- Formally leaving NMSU to attend another institution, or if you are transferring to another NMSU campus other than Dona Ana Community College.
4. Intention to not re-enroll for spring semester – Students who petition to terminate the meal plan agreement at the end of the fall term based on non-attendance for the spring term will be screened at the conclusion of the spring registration process. If spring attendance is detected, charges applicable under the agreement will apply.

B. Marriage or Domestic Partnership or birth of a child:

Agreement termination due to marriage, domestic partnership or birth of a child, will be approved no sooner than two weeks prior to the date of the official ceremony (or birth) with supporting documentation. For purposes of the Agreement, domestic partnerships are defined and qualified under the same guidelines as defined by NMSU for benefits. Please refer to the NMSU Benefit Services web page [benefits.nmsu.edu](http://benefits.nmsu.edu) for information on domestic partnership qualifications.

C. Financial Hardship:

You must provide documented evidence that there has been a significant, unexpected change in your financial situation over which you have no control, or that of any other(s) supporting you, from the time you entered into the agreement to present, and that this change renders you incapable of fulfilling the financial obligations associated with the campus dining commitment.

D. Medical Condition:

You must provide substantiation of a medical condition with dietary requirements that cannot be met by the services of Campus Dining. Documentation from a medical doctor must be provided. A University dietician will rule on the ability of Campus Dining to meet the prescribed diet.

E. Program or Academic Project:

You must provide proof of participation in an approved program or academic project such as Co-Ops, academic internships, student teaching, Study Abroad, International Student Exchange or Domestic Exchange program (NSSE).

F. Cancellation/termination of First Year Residential Experience Housing Agreement:

You must provide proof of an approved exemption from the First Year Residency requirement.

G. Family Resident Meal Plan

If a family follows the University policy to terminate their campus housing agreement and provides the appropriate thirty day notice, then the Family Resident Meal Plan will terminate on the date they check out of campus housing and the termination charge schedule below will apply based upon that date. Any family who vacates Family Housing without proper notification will be subject to the termination charge schedule below based on Housing and Residential Life's termination date.

**Termination charges (applies to students who have been officially released from the meal plan agreement):** If you terminate your meal plan after the meal plan start date, but prior to NMSU Census date, you will be billed a daily rate along with any Aggie Dining Dollar usage, from the beginning of the meal plan term to the date of approved termination. If you terminate your meal plan after the NMSU Census date will be billed 100% of the meal plan cost unless one of the conditions listed above in B-G applies, or, NMSU terminates the dining services agreement for good cause. If you are granted a medical withdrawal from NMSU during the term, you are eligible to receive a refund under NMSU's tuition/fee refund policies.

**Agreement Termination by the University:** NMSU reserves the right to terminate the Agreement for good cause. Examples of good cause include, but are not limited to, failure to abide by the terms of the Agreement, a change in student status (including academic or disciplinary suspension), or failure to comply with the policies and regulations contained in the Campus Dining Services program brochure and/or official informational bulletins distributed by Campus Dining Services, which are hereby incorporated into the Agreement. A daily rate will be charged if this provision is invoked. NMSU reserves the right to refuse to give a dining services plan for individuals who have poor payment history.

**The NMSU Aggie Identification (ID) Card:** Meal plan eligibility and associated dining dollars are a feature of the NMSU Aggie ID Card. You must present your Aggie ID card in order to gain entry into the Taos Restaurant or to use your Aggie Dining Dollars at other dining locations. Aggie ID cards and/or meals may not be transferred to other individuals. Lost cards are to be reported to ID Card Services as soon as possible. There is a fee charged for the replacement of a lost or stolen card.

**Waiver:** The failure or refusal of NMSU to insist on strict performance of the Agreement, including permitting a breach by the Student to occur, will not preclude NMSU from enforcement of its right under the Agreement for the same or similar breaches in the future.

**Governing Law:** The laws of the State of New Mexico will govern this Agreement, without giving effect to its choice of law provisions. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Student acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**Non-Discrimination Clause:** NMSU does not discriminate based on age, ancestry, skin color, disability, gender identity, genetic information, national origin, pregnancy, race, religion, serious medical condition, sex, sexual orientation, spousal affiliation, or protected veteran status.

**Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of this Agreement will not be affected.

**No Assignment:** You are not permitted to assign the Agreement.

**Third-Party Beneficiary:** This Agreement is for the benefit of the Parties only. No rights or benefits are conferred to any third-party by or through this Agreement.

**Attorney's Fees:** In the event of a materially breach of this Agreement by you, you agree to pay all collection costs, including attorney's fees and court costs, incurred by NMSU.

**Important Notice:** All rates and meal plans reflected are effective for FY2018-2019 and are subject to change.

By your signature on this Agreement you are entering into a legally binding contract. You are agreeing to all the terms and conditions in the Agreement. If you are under the age of 18 at the time you submit this Agreement, you must also have your parent(s) or legal guardian(s) sign the Agreement

Student Under Age 18:

Student's Full Name: \_\_\_\_\_ Aggie ID #: \_\_\_\_\_

Parent's Full Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_