CIA Dining Contract Terms and Conditions The Following Terms and Conditions Apply to all Meal Plan Participants



Dining Gold Points

The CIA Dining Contract is a legally binding contract and cannot be altered or modified without the prior consent of CIA Dining Services. The CIA Dining Contract is valid for the entire semester and becomes binding when you sign the Dining Enrollment Form. This CIA Dining Contract is drawn with due regard to New York State law, and your signature on the Dining Enrollment Form indicates acceptance of the obligations under New York State law. The Meal Plan Upgrade dining enrollment form will need to be completed every academic semester. You will then be billed accordingly based on the point upgrade you have selected. Please note that any gold point balance remaining at the end of the semester will not roll over to the following semester.

Execution of the CIA Dining Contract is not a commitment of admission to or continued enrollment in the Culinary Institute of America.

Plan Changes: You can add additional points at any time. However, you may not downgrade your plan until your semester is complete. You may make changes in the office of Dining Services Monday–Friday between 8:30 a.m.–5 p.m. (You will need your CIA ID card.)

Cancellation/and or Downgrades: The deadline for canceling your Dining Gold Points is seven (7) days after your sign-up date.

Leaves: You can terminate your contract without penalty if you are granted a medical withdrawal or a required academic withdrawal or a leave of absence. You must pay for meal plan service used through your leave posted date or last usage date, whichever is later.

Refunds: Refunds are calculated on a prorated basis. New York State tax law prohibits credits for points not used during the contract period for any reason, including, but not limited to, academic scheduling, extracurricular activities, religious restrictions, special dietary needs, or the temporary closing of the dining locations. Refunds will be made to your student account.

Billing: You are required to pay for the Dining Gold Points for which you are billed, within the specified time, even if you later change your plan. Charges or credits resulting from such changes will appear on your student account statement after the change.

Contract Adjustments: CIA reserves the right to adjust plan rates before or during the contract period by action of the Board of Trustees. Any changes will include a one semester notice.

Use of the Identification Card: Your meal plan card is your CIA photo ID card validated for the plans in which you are enrolled. To enter a dining location, you must mechanically scan your ID card. A pre-determined number of points will be deducted from your plan's point balance upon each entry into a dining location. Any meal plan member who cannot present a valid card, for whatever reason, will be denied entrance. CIA reserves the right to have an employee inspect ID cards at any time and to request other appropriate identification.

Lost Cards: If you lose your CIA ID card, you must report the loss immediately to the Dining Services to cancel your account. To obtain a new card you must go to the Dean of Student Affairs office.

Contract Termination: If your contract is terminated due to violation of these Terms and Conditions or disciplinary action by the Student Affairs office in accordance with Institute policy and the campus Code of Conduct during the semester, you will not receive any refund for any meal plan charges that have been billed or are scheduled to be billed for the current semester.

Point plan members apprehended for the theft of food or property, allowing another person to use their meal card, or any other attempt to defraud will be dealt with by the Dean of Student Affairs office. Refunds may not be given depending on the severity of the violation.

Restrictions:

- 1. Smoking is not permitted in the Culinary Institute of America's dining locations.
- 2. Alcoholic beverages cannot be obtained with a meal plan card.
- 3. Students are responsible for busing their own trays.
- 4. The Dress Code policy must be adhered to in all dining locations.
- 5. No animals except service dogs are allowed in dining locations.

By using your meal plan card and participating in the dining program, you agree to accept all the terms, conditions, and restrictions of the CIA Dining Contract and any revisions to it that may be made from time to time.

These Terms and Conditions, the Dining Enrollment Form, and the CIA Dining Brochure make up the CIA Dining Contract. This Terms and Conditions document is the controlling document of the CIA Dining Contract.