

## APPENDIX A – TERMS & CONDITIONS

The delivery of this agreement by The College of Staten Island Auxiliary Services Corporation to the student constitutes an offering of dining accommodations. Cost of meal plans are based upon the average price of a meal and historical usage in our Dining Facility. Due to the varying number of students contracted for meal plans, the College reserves the right to limit and/or modify Dining Facility hours and/or to close one of the dining facilities for emergency conditions during the contracted period. This contract becomes effective upon execution of the meal plan agreement by the student for the entire semester contracted, excluding days when the College is closed or classes are not in session where service is not provided, as listed in Section 3 (Contract Period).

### 1. Definitions

- a. College of Staten Island Auxiliary Services Corporation (CSI-ASC) is a not for profit organization created by the College of Staten Island to support the College through services it provides. The CSI-ASC for the purposes of this contract functions as an agent of the College.
- b. College – the College of Staten Island, City University of New York (CUNY) and/or the College of Staten Island Auxiliary Services Corporation (CSI-ASC)
- c. Contract Period – The period of this licensing agreement is one semester. (Fall or Spring term)
- d. Dining Dollars-meal plan account. Funds deposited into this account may be used for food and beverage purchases only in the Campus Center Cafeteria, Park Café Restaurant, Bits & Bytes Cyber Café located in the library and the DolphinExpress located at the Center for the Arts. Meals and beverages purchased using this account does not incur New York State sales tax.
- e. Dining Plus Dollars-When you exhaust all of your Dining Dollars your Dining Plus Dollars can be used at any Campus Dining Facility. Dining Plus Dollar credits are equal to \$1.00. Food and beverages purchased using this account does not incur New York State Sales tax.

### 2. Eligibility

- a. To be eligible to purchase a Meal Plan a person must be a student enrolled in and attending classes at the College of Staten Island; be enrolled and participating in a College of Staten Island affiliated/sponsored program; and/or be a resident of Dolphin Cove.
- b. A student must be in good standing with University policies in order to participate.

### 3. Contract Period

- a. The period of this contract is the full term marked on Page 1 of this agreement (Fall or Spring semester). If the person contracts after the first day of classes of the term for which he/she is contracting, the person will be charged from the date he/she signs the meal plan contract and purchases a meal plan until the end of the term.
- b. Meal service will begin with dinner of the first day of official move in date for Dolphin Cove (as indicated on the College of Staten Island Academic Calendar) each semester and end with lunch of the last day of final exams for each semester.
- c. Meal service will not be available during the following periods when the College is officially closed:

**Thanksgiving break, Winter break and Spring break**

Modified meal service will be available during the following holidays when the College is officially closed:

**Labor Day, Columbus Day, Lincoln's Birthday and President's Day**

Meal service will be available on days that classes are not in session and the College is officially operational (as listed in the official academic calendar).

Modified hours of operation for the above listed dates will be listed on the dining services web page: [http://www.csi.cuny.edu/administration/finance/auxiliary\\_services/dining\\_services.html](http://www.csi.cuny.edu/administration/finance/auxiliary_services/dining_services.html)

- d. Information on meal plans, rates, service locations and times are available as follows:
  - Campus Housing: <http://csistudenthousing.com/>
  - Campus Dining  
Services: [http://www.csi.cuny.edu/administration/finance/auxiliary\\_services/dining\\_services.html](http://www.csi.cuny.edu/administration/finance/auxiliary_services/dining_services.html)
  - Office of Parking & DolphinCard  
Services: [http://www.csi.cuny.edu/parking\\_services/index.html](http://www.csi.cuny.edu/parking_services/index.html)
- e. Dining facility operational hours are subject to change

4. Hours of Operation (Fall & Spring during regularly scheduled classes)

You may use your Meal plan at any of the following locations:

Campus Center Cafeteria

Monday through Friday	7:30am-7:00 pm
Saturday	8:00am-6:30pm
Sunday	11:00am-2:30pm and 4:30pm-6:30pm

Park Café Restaurant

**Monday – Thursday 11:30am-2:30pm**

Bits & Bytes Cyber Café

<b>Monday – Thursday</b>	7:30am - 9:00pm
<b>Friday</b>	7:30am - 4:30pm
<b>Saturday</b>	CLOSED

DolphinExpress Food Cart

**Monday – Thursday 10am-2pm**

5. Meal Plan Usage

Meal Plans are encoded on the College of Staten Island DolphinCard, which must be presented at authorized Campus food locations.

6. Unauthorized Use

Meal plans are not transferable; they belong exclusively to you and may not be used by anyone else on a temporary or permanent basis. DolphinCards presented by anyone other than the proper cardholder will be confiscated.

7. Charges and Payments

- a. All first-time Dolphin Cove residents are required to purchase either a Gold, Silver or Bronze plan. All other residents and commuter student have the option of purchasing any of the four (4) plan options.
- b. A deposit of \$100 is must be submitted for all meal plan contract. **Residents** are required to submit their deposit no later than June 1<sup>st</sup>. Remainder of balance is due no later than July 1<sup>st</sup>. First time residents who do not return a signed meal plan contract by the indicated deadline will not be able to obtain a DolphinCard.

- c. In order to ensure your meal plan payment is properly credited, non-resident students must make payment in full for the semester prior to five (5) days before the start of classes as indicated in the College of Staten Island Academic Calendar.
- d. Students who are applying financial aid as full or partial payment of meal plan will be held responsible for any outstanding balance due after financial aid has been applied to your account.
- e. Students who do not pay any outstanding balance within the designated time period will be subject to the placement of an academic block, which prevents obtaining transcripts and registering/withdrawing for classes.
- f. When Dining Dollars associated with the selected meal plan have been exhausted, students have the option to add funds into their Dining Plus account. Purchases made using these funds do not incur New York State sales tax.
- g. You may add funds to your Dining Plus Account:

**In Person:** by credit card or cash in person at the Office of Parking & DolphinCard Services, West Administration Building 3A Room 106.

**On Line Community:** You may add value to your Dining Plus Account on the On Line Community System using Visa, Mastercard or American express.

- h. The contract holder is responsible for paying all meal plan charges for the entire term of the contract whether or not the plan is used. **There is no refund of meals or money not used during a semester. Meals do not carry over to the next semester.**

8. Termination of contract by Student

- a. A student may not terminate this contract except upon official withdrawal from the College or the College affiliated/sponsored program or under extraordinary circumstances with approval in writing from the Executive Director of Auxiliary Services. All cancellation requests must be submitted in writing to the Office of Parking & DolphinCard Services, 2800 Victory Blvd, West Administration Building (3A) Room 106, Staten Island, New York 10314.
- b. **Before the start of the Contract Period** students requesting to cancel their agreement must submit a signed cancellation request in writing to the Office of Parking & DolphinCard Services, 2800 Victory Blvd, West Administration Building (3A) Room 106, Staten Island, New York 10314. All payments will be refunded only if the student submits written proof with the cancellation request that the cancellation is for one of the following reasons:
  - (i) Denial of admission to the College.
  - (ii) Physical incapacity or disability requiring withdrawal from the College.
- c. After the meal plan associated with the agreement has been used, the agreement may only be terminated by the student for official withdrawal from the College. The student shall submit proof of withdrawal. If the student re-enrolls during the original contract period their cancellation is voided and all terms, conditions and charges will be reinstated.

9. Termination of the contract by the College

The College may terminate this contract and immediately cancel a meal plan for the following reasons:

- (i) Failure to pay any charges or payments by the required date.
- (ii) Violation of College, Student Housing or Campus Dining Services policies, rules or regulations including, but not limited to, those set out in the 2013-14 Residence Hall Handbook and/or the Meal Plan contract.

10. Changes in Meal Plans

- a. Meal plans are purchased for an entire semester. Students who wish to *upgrade* their selected meal plan must do so in writing. Requests for changes must be made to The Office of Parking & DolphinCard Services within five (5) calendar days after the beginning of classes each semester.