CALIFORNIA INSTITUTE OF TECHNOLOGY – DINING SERVICES <u>UDPATED BOARD TERMS AND CONDITIONS - STUDENT BOARD PROGRAM – ACADEMIC YEAR 2021 -2022</u>

All undergraduate students ("Participants") living in "On-Campus Properties" must participate in either the Anytime Dining Plan ("Anytime Plan"), or Flex Dining Plan ("Flex Plan"), (collectively, "Board Plans"), as provided in the Undergraduate Student Dormitory License Contract ("Contract"). For purposes of this document, "On-Campus Properties" shall include the following locations: Blacker, Dabney, Fleming, Lloyd, Page, Ricketts, Ruddock, Avery, Marks, Braun, and Bechtel. At the start of a Participant's first academic year living in On-Campus Properties, Participants are automatically enrolled in the Anytime Plan.

STRUCTURE

Participants living in On-Campus Properties will be automatically enrolled in the Anytime Plan. Participants wishing to convert to the Flex Plan must submit a request to Caltech Dining Services by the Submission Deadlines identified below. Participants are also allowed to switch between plans during the academic year. Requests must be submitted by the submission deadline dates below, prior to the start of the desired term. Submission deadline dates are noted at the bottom of this document. Participants are only allowed one change per term. No changes can be made after the submission deadline and/or during the term.

Fall Term 2021 Submission Deadline: September 1, 2021 Winter Term 2022 Submission Deadline: December 1, 2021 Spring Term 2022 Submission Deadline: March 1, 2022

The Anytime Plan: The Anytime Plan includes weekday House Dinners ("Contract Meals"), and all prepared and served breakfast, brunch, lunch, dinner, and late-night coffee house meals and beverages ("Food Items"), during operating hours at Broad Café, Chandler Café, Red Door Marketplace, and Avery Kitchen. Excluded items include all barcoded items ("Retail Items") at all locations. In addition, Open Kitchen, available weekdays, 7:00 a.m. - 11:00 a.m. and 3:00 p.m. - 7:00 p.m. at Bechtel, Avery, North, and South Kitchens, and Brunch at Chandler Café, available weekends, 9:00 a.m. - 3:00 p.m. are also included in the Anytime Plan. When purchasing Food Items, Participants are limited to one entrée, appropriate side items, dessert, and a beverage ("One Meal") per visit, as determined by the sole discretion of Dining Services. Meals are served during the academic term 7 days a week, except on Institute holidays and holiday weekends. Open Kitchen is available 5 days a week except on Institute holidays. No credit is given for missed Contract Meals, Open Kitchen, or failure to purchase Food Items.

The Flex Plan: The Flex Plan only includes weekday House Dinners, Open Kitchen, and a declining balance account ("Board Funds") valued at \$525 per term. Open Kitchen is available weekdays from 7:00 a.m. - 11:00 a.m. and 3:00 p.m. - 7:00 p.m. at Bechtel, Avery, North, and South Kitchens. Board Funds can be used to pay for all other meals and Retail Items. Participants may not use Board Funds to purchase any non-food retail items (such as toiletries, medicine, or other non-food item). Contract meals are served during the academic term 5 days a week, except on Institute holidays. Open Kitchen is available 5 days a week except on Institute holidays. No credit is given for missed Contract Meals, Open Kitchen, or unused Board Funds. Board Funds are forfeited at the end of each term and do not "roll-over". The following locations honor Board Funds: Broad Café, Chandler Café, Red Door Marketplace, and Avery Kitchen.

Board Plan Honor Code: Contract Meals, Open Kitchen, and purchases of Food Items are not transferable/shareable. Participants are not allowed to share the use of their Board Plans and/or make food and beverage purchases for anyone other than themselves. Violations of this policy will be referred to the Dean's Office for adjudication and consideration of appropriate discipline.

FEES

Participants will be charged the following fee:

Flex Plan: \$2,205.00 per term Anytime Plan: \$2,450.00 per term

All fees will be charged to the Participant's Bursar's Account. In the event that a Participant's Bursar's Account is not available to accept transactions, the Participant agrees to pay fees directly to the Institute.

EFFECTIVE DATES FOR FLEX AND ANYTIME PLAN

The Flex Plan and the Anytime Plan will be effective for the following dates:

FIRST TERM: 9/27/2021 - 12/10/2021 SECOND TERM: 1/3/2022 - 3/16/2022

THIRD TERM: 3/28/2022 - 6/10/2022

ROTATION MEALS

Additional meals may be scheduled at the discretion of Caltech during rotation. No credit is given for missed meals. Rotation meals are not transferable.

TERMINATION AND REFUNDS

Participation in the Flex Plan or Anytime Plan may be terminated in the event that the Participant's *Undergraduate Student Dormitory License Contract – Academic Year 2021-2022* is terminated. Flex or Anytime Plan fees will continue to be charged until a participant completes the Caltech Housing check-out procedures. Any refund to Participant's Bursar account will be prorated from the date the check-out procedures are completed. For a participant on the Flex Plan, Board funds will be prorated based on the number of days remaining in the term. If the remaining amount on the declining balance account is less than the prorated amount, then only the balance remaining will be refunded. Participants will also be refunded a prorated amount as of the date the check-out procedures are completed.

RESPONSIBILITY FOR TERMS AND CONDITIONS

Participant understands and agrees that it is Participant's responsibility to read, understand and be familiar with the terms and conditions outlined in this document and the Student Dormitory License Contract. Participant understands and agrees that the terms and conditions herein may not be altered verbally. This document may only be altered in writing by the Director of Dining Services. Participant specifically understands and agrees that, while he/she may seek advice from Institute personnel, such advice will not result in a modification or change to the terms and conditions in this document or the Student Dormitory License Contract.

EXCEPTIONS AND EXEMPTIONS

Caltech has sole discretion for determining the selection of food and meals. If a Participant has a medical or religious concern about the food and meals offered pursuant to this Contract, such concerns should be directed to the Office of Caltech Accessibility Services for Students (CASS).

CONVERTING BOARD PLANS

Fall Term 2021 Submission Deadline: September 1, 2021

Should the "Participant" desire to switch between Board Plans, the Participant is required to submit the request prior to the start of each term and must complete and submit the below portion of this contract. Each term, students will be automatically reenrolled in the same plan. For the 2021-2022 academic year, change requests must be submitted by the dates below. Plans cannot be switched once the term has begun.

| Winter Term 2022 Submission Deadline: December 1, 2021 |
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| Spring Term 2022 Submission Deadline: March 1, 2022 |
| Date of Submission: |
| By checking here and signing below, I desire to convert to the Anytime Plan. |
| By checking here and signing below, I desire to convert to the Flex Plan. |
| UID: |
| Student Printed Name: |
| Student Signature: |
| |
| California Institute of Technology: |
| Signature of Parent/Guardian (if student is under 18): |