

**VCU Dining Services
Contract Terms and Conditions
2022 - 2023**

The student and parent, guardian or other guarantors are urged to carefully read the content of the following VCU Dining Services Terms and Conditions. When the official VCU Dining Services Contract form is electronically signed and submitted to Virginia Commonwealth University, or when a contract is established with VCU Residential Life and Housing to live in a dormitory-style residence hall, the Dining Services Contract becomes a binding agreement - a contract between the student, or in the case of a minor, a guarantor, and the University.

1. Conditions of Participation

- A. VCU Dining Plans are available to registered VCU students who are in good financial standing with the University.
- B. Eligible students can request a Dining Plan through the following link: vcu.campusdish.com.
- C. The VCU Dining Plan participant agrees to accept all Contract Terms and Conditions published by VCU Dining Services and any announced revisions that may be forthcoming.
- D. Dining Plans will be billed through VCU Student Accounting and payment may be made through the Cashier's Office and/or <https://my.vcu.edu/>.
- E. Dining Plans, which includes Swipes and Dining Dollars, are non-transferable and are for the enrolled participant only. The plan's privileges cannot be used to obtain food or drink for another individual except when using the specified guest meals, cash, credit card, RamBucks, or Dining Dollars.
- F. A valid VCUCard is the Dining Plan membership card. All VCU Dining Plan participants are required to present a valid VCUCard to receive program privileges. Any VCU Dining Plan participant who cannot present a valid VCUCard is required to pay the current retail price with cash or credit card.
- G. VCU Dining Services participants are responsible for their VCUCard, the official University identification card, which contains the privileges of the dining program. VCU does not reimburse lost or stolen cards, nor does it condone any unauthorized use of Dining privileges. Dining patrons are required to report the loss of their VCU identification card to the VCUCard Office immediately (804-827-CARD) or online at myvcucard.com
- H. Students with exceptional medical or ethnic dietary requirements should review the VCU Dining Services program offerings through the website, vcu.campusdish.com, **prior** to contracting with VCU Residential Life and Housing, to determine if a mandatory Dining Plan, with modest adaptations, will support their nutritional requirements and dietary lifestyle. Students with exceptional dietary requirements, beyond the daily cycle menu offerings, should make an appointment with the Registered Dietitian, (804) 828-0306, **prior** to contracting for an on-campus residence hall as well as visiting the Student Accessibility and Educational Opportunity website saeo.vcu.edu to fill out the ADDITIONAL REQUESTS form labeled DINING ACCOMMODATIONS. A review of the student's special dietary requirements will determine VCU Dining Services' ability to accommodate an exceptional medical or ethnic nutritional program.
- I. All VCU students residing in Brandt, GRC, GRC III, Rhoads, and Honors College are **required** to purchase one of the Essential Dining Plans. By contracting to live in one of the above residence halls, the student is required to contract with VCU Dining Services for a 200 Swipe or greater Dining Plan.

2. Dining Plan Definitions

- A. *Swipes Plan* – Swipes are meals used primarily to receive Dining Plan privileges, to gain entry to Shafer Court Dining Center, AVO Kitchen, or to purchase a meal combo through the Swipe Exchange Program. In most instances, one Swipe equals one meal. **Swipes do not carry over from semester to semester.** Dining Plans are billed through VCU Student Accounting.
- B. *Bonus Dining Dollars* – This is a two-semester program. Students who participated in an **Essential Dining Plan** of 200 Swipes or greater during the **Spring** semester and return to the University in the **Fall** (the following academic year) AND purchase one of the qualified Dining Plans listed below in the **Fall** semester are eligible to receive an additional 150 Dining Dollar bonus. Qualified Fall Dining Plans include:
- Premium Plan + 225 Dining Dollars
 - 250 Swipes Plan + 225 Dining Dollars
 - 200 Swipes Plan + 225 Dining Dollars
 - 150 Swipes Plan + 100 Dining Dollars
- The 150 Bonus Dining Dollars become available upon the depletion of the initial plan's Dining Dollars.** The Bonus Dining Dollars are automatically added to the Dining Plan for all eligible participants. Unused fall semester Bonus Dining Dollars will carry over to the next semester if the student enrolls in a spring dining plan. If the student **does not** enroll in a spring dining plan the unused bonus dining dollars will be forfeited.
- C. *C-Stores* – The VCU Dining Services convenience stores located in the University Student Commons' lobby (P.O.D.), Grace E. Harris Hall and the Cary & Belvidere Residential College accept the VCU Dining Services Swipe Exchange Program, Dining Dollars, RamBucks, cash, and credit cards.
- D. *Residential Dining Centers* –
- Market 810** - An unlimited serving's restaurant, located on the second floor of Shafer Court Dining Center on the Monroe Park Campus. Market 810 accepts Swipes, Dining Dollars, RamBucks, cash, and credit cards. The door price for Market 810 is listed on vcu.campusdish.com, with a discount for guests displaying a VCUCard. This price is subject to change.
- AVO Kitchen** - An unlimited serving's restaurant located at Cary and Belvidere offers a True Balance station, which provides entrees made without all of the top eight allergens as well as customized salads, a baked potato bar, and soups at Green Leaf. AVO Kitchen also offers an upscale dining experience with premium protein offerings at Chef's Table. AVO Kitchen accepts Swipes, Dining Dollars, RamBucks, cash, and credit cards. The door price for AVO Kitchen is listed on vcu.campusdish.com, with a discount for guests displaying a VCUCard. This price is subject to change.
- E. *Dining Dollars* – Dining Dollars work like a prepaid debit card that allows for food purchases at any VCU dining location. One Dining Dollar is equivalent to one dollar. Dining Dollars may be added to any existing Dining Plan in \$25 increments at any time throughout the semester by accessing VCU Dining Services online at vcu.campusdish.com.
- F. *Guest Meals* – A privilege extended to Dining Plan members allowing the use of up to twenty (20) Dining Plan Swipes for guest meals with the Premium Plan. For plan participants enrolled in a dining plan of 250 Swipes, 200 Swipes, 150 Swipes and 100 Swipes, up to fifteen (15) of the swipes may be used to purchase guest meals. Enrolled 50 Swipe plan participants, up to ten (10)

of the Swipes may be used to purchase guest meals. Dining Dollars can always be used for guest privileges.

- G. *Swipe Exchange* - A program that enables a participant to purchase predetermined meal combos with a Dining Plan Swipe at participating retail locations.
- H. *Participant* – Registered VCU students who are in good financial standing with the University.
- I. *Retail Locations* – The current retail locations are:
- Einstein Bros. Bagels and Shake Smart located on the first level of the Shafer Court Dining Center
 - Commons Café, Park Place Food Court, and P.O.D. located in the University Student Commons
 - Starbucks[®] Coffee located in the James Branch Cabell Library
 - Bleecker Street Café located in the School of Business – Snead Hall
 - Chili's, Starbucks[®] Coffee located in the Cary & Belvidere Residential College at the corner of Belvidere and Cary streets
 - Twisted Taco, Raising Cane's, and Bento Sushi located at Laurel & Grace Place
 - Panda Express at the corner of Shafer & Grace streets
 - Au Bon Pain located at 944 W Grace Street & Engineering Research Building located at West Main Street
 - Starbucks[®] Coffee located in the Gateway Building on the MCV Campus
 - Jonah's - a culinary emporium and Starbucks[®] Coffee in Larrick Student Center on the MCV Campus

Retail locations accept Dining Dollars, RamBucks, cash, and credit/debit cards. Gift Cards are not accepted at on-campus national retail brands ex: Starbucks, Chick-Fil-A, etc.

- J. *Unlimited Servings* – Dining patrons/guests may return to food kiosks within Market 810 and AVO Kitchen for additional servings throughout the dining visit, excluding Upper Cuts and Chef's Table offerings.
- K. *Upper Cuts* – A specialty menu item available in Market 810 and AVO Kitchen's Chef's Table requiring an additional Swipe(s). Dining Dollars, RamBucks, cash, and credit cards may be used to purchase Upper Cuts selections at the main cashier's station.

3. Dining Plan Program Schedule

- A. VCU Dining Services makes every attempt to follow the VCU Housing nine-month residence hall schedule.

Fall Semester

- a. Dining begins on Monday, August 15, 2022 at 10:30 am
- b. Last day to make Dining Plan changes is Friday, September 9, 2022, at 4:00 pm
- c. Market 810 closes at 7:00 pm on Friday, November 18, 2022, and reopens at 11:00 am on Sunday, November 27, 2022.
- d. Dining ends on Wednesday, December 21, 2022 at 10:30 am

Spring Semester

- a. Dining begins on Wednesday, January 11, 2023, at 10:30 am
- b. Last day to make Dining Plan changes is Friday, February 3, 2023, at 4:00 pm
- c. Market 810 closes at 3:00 pm on Friday, March 3, 2023, and reopens at 10:30 am on Sunday, March 12, 2023.
- d. Dining ends on Saturday, May 13, 2023, at 10:30 am

Summer Session

- a. Dining begins on Monday, May 22, 2023, at 8:00 am
- b. Last day to make Dining Plan changes is Tuesday, May 30, 2023, at 4:00 pm
- c. Dining ends on Friday, August 11, 2023, at 2:00 pm

- B. While dining privileges are available for fall break and spring break, VCU Dining Services reserves the right to reduce hours and/or close locations for these breaks.
- C. The Dining Plan is **NOT** available during Thanksgiving break.

4. VCU Dining Plan Parameters

- A. All VCU students residing in the following residence halls are **required** to purchase one of the Essential Dining Plans:
 - i. Brandt,
 - ii. GRC
 - iii. GRC III,
 - iv. Honors College,
 - v. Rhoads
- B. By contracting to live in one of the residence halls mentioned above, the student is required to contract with VCU Dining Services for participation in an Essential Dining Plan.
 - Students who transfer from off-campus or a non-dormitory-style residence hall into one of the halls mentioned above will be required to contract with VCU Dining Services for participation in an Essential Dining Plan. The default Essential Dining Plan will be prorated based on the move-in date to the required residence hall.

Essential Dining Plans:

- Premium Plan + 225 Dining Dollars
- 250 Swipes Plan + 225 Dining Dollars
- 200 Swipes Plan + 225 Dining Dollars*

** University default plan*

- C. All registered VCU students, not residing in dormitory-style residence halls, are eligible to purchase any of the following Dining Plans at any time during the semester:
 - Premium Plan + 225 Dining Dollars
 - 250 Swipes Plan + 225 Dining Dollars
 - 200 Swipes Plan + 225 Dining Dollars
 - 150 Swipes Plan + 100 Dining Dollars
 - 100 Swipes Plan + 100 Dining Dollars

- 50 Swipes Plan + 100 Dining Dollars
 - 25 Swipes Plan + 100 Dining Dollars
 - 5 Swipes Plan + 150 Dining Dollars
- D. The VCU dining program features “unlimited servings” in Market 810 in Shafer Court Dining Center and AVO Kitchen. It is the participants’ responsibility to take only what can be reasonably consumed at each meal. To facilitate service, only one entrée may be served at a time. VCU Dining Services reserves the right to limit the number of servings at special-event meals.
- E. Dining center meals are intended to be consumed in the confines of Market 810 and AVO Kitchen. Plan participants may not take food from the dining center unless the entree is offered as take-out. Take-out meals offered at the dining centers may cost an additional swipe or have an additional retail value. VCU Dining Services, or its designee, reserves the right to inspect any packages, bags, coats, purses, etcetera, brought into the dining center. All inspections will be conducted in accordance with University guidelines.
- F. All VCU Dining Plans offer *unlimited access*. Unlimited access allows the Dining Plan participant to visit the VCU Dining facilities as frequently as the Dining Plan entitlement permits during operating hours. However, a **one-hour grace period** is required between visits.
- G. Students may register for a Dining Plan at any time during the semester, provided they are in good financial standing with the University.
- H. Multiple Dining Plans may be purchased in a semester, provided the student is in good financial standing with the University. Swipes and Dining Dollars will decline with usage until the end of each semester at which time unused Swipes will be forfeited. Dining Dollars will roll over from the fall semester to the spring semester **ONLY**. If a student does not enroll in a spring Dining Plan any unused dining dollars will be forfeited. Unused spring and summer dining dollars are forfeited and will not roll over to the summer semester or the fall semester.
- I. All **mandatory** Essential Dining Plan contracts are for the academic year, which includes both fall and spring semesters. The Dining Plan will automatically renew in the spring semester unless VCU Dining Services is notified that the meal plan holder is no longer required to have an Essential Dining Plan.
- J. If an Essential Dining Plan is exhausted before the end of the semester, an additional Dining Plan may be purchased, provided the student is in good financial standing with the University. Swipes and Dining Dollars will accumulate until the end of each semester at which time unused Swipes will be forfeited. Dining Dollars will roll over from the fall semester to the spring semester **ONLY**. If a student does not enroll in a spring dining plan any unused dining dollars will be forfeited. Unused spring and summer dining dollars are forfeited and will not roll over to the summer semester or the fall semester.
- K. When selecting a fall Dining Plan, students who are not required to purchase a plan may elect to purchase a Dining Plan for both the fall and the spring. This election does not alter the allocated change/cancellation period outlined in Section 5 below.
- L. No credit will be given for unused Swipes during the contract period for any reason, including, but not limited to, academic scheduling, extracurricular activities, special dietary needs, or the temporary closing of dining units due to an emergency.
- M. All Dining Plan purchases are billed through the VCU Student Accounting. Payments may be made in person at the VCU Cashier’s Office located in Grace E. Harris Hall at 1015 Floyd Ave., 1st Floor, Monday through Friday, 9:00 a.m. to 3:00 p.m. or through <https://my.vcu.edu/>, the

University's online payment system.

- N. VCU Dining Services reserves the right to inspect VCUCards at any time and to request other appropriate forms of identification.
- O. Meals are available for students on an Essential Dining Plan who are not well enough to leave their residence hall. The student needs to complete a "sick meal service request" authorization form, which is available on vcu.campusdish.com, under the Health and Wellness tab. The student's VCUCard and a signed form are required and presented to the cashier at Market 810 in Shafer Court Dining Center or AVO Kitchen at Cary and Belvidere.

5. Swipe Exchange and Upper Cuts

- A. Most VCU Dining Services retail locations offer Swipe Exchange, the Swipe Exchange program can be found on vcu.campusdish.com
- B. Market 810 and AVO Kitchen offer premium menu selections, Upper Cuts, throughout the semester that may be purchased by a dining plan holder for an additional swipe(s). To facilitate service, only one Upper Cut entrée may be served at a time. VCU Dining Services reserves the right to adjust swipe exchange transactions and limit transactions to ensure optimal service.
- C. Each plan has a defined number of transactions that can be used for either a Swipe Exchange or for Upper Cuts at Market 810 or AVO Kitchen in a 24 hour period.
 - The Premium Plan allows dining plan holders a maximum of twelve (12) swipes in a 24 hour time period.
 - Dining plan holders with the dining plans below are allowed a maximum of eight (8) swipes in a 24 hour time period.
 - 250 Swipes Plan + 225 Dining Dollars
 - 200 Swipes Plan + 225 Dining Dollars
 - 150 Swipes Plan + 100 Dining Dollars
 - 100 Swipes Plan + 100 Dining Dollars
 - 50 Swipes Plan + 100 Dining Dollars
 - 25 Swipes Plan + 100 Dining Dollars
 - 5 Swipes Plan + 150 Dollars

5. Changes and Cancellations

- A. Changes must be made online at vcu.campusdish.com
- B. There is no penalty for changing Dining Plans during the **approved** time period (see D. below).
- C. Cancellations must be made on vcu.campusdish.com, emailing Dining@vcu.edu or by contacting the VCU Dining Services at (804) 828-1148, Monday – Friday 8:00 a.m. until 4:00 p.m. Please provide your VCU V # to facilitate the cancellation.
- D. The deadline for Dining Plan changes/cancellations:
Fall Semester: Friday, September 9, 2022, 4:00 pm
Spring Semester: Friday, February 3, 2023, 4:00 pm

Summer Session: Tuesday, May 30, 2023, 4:00 pm

If a Dining Plan is purchased after the deadline for changes/cancellations during the fall, spring or summer timelines there is a 2 calendar day grace period for changes or cancellations. Changes are not applicable to those that are required to be on a dining plan after the change date deadline. If a student has a required residence hall Dining Plan and moves to a non-required Dining Plan residence, the student will have 7 calendar days to change or cancel their Dining Plan.

- E. When a VCU Dining Plan is canceled due to withdrawal from the University, an incapacitating illness, death, or military service, the unused Swipe value, and Dining Dollars will be refunded.
- F. When the VCU Dining Services contract is terminated due to a violation of the VCU Dining Services Contract Terms and Conditions, the University Housing Contract, or for disciplinary purposes, the participant will not receive a dining plan refund.
- G. Refund requests for students who have withdrawn from the University must be submitted to VCU Dining Services (dining@vcu.edu or (804) 828-1148) no later than 30 days from the end of the semester in which the withdrawal occurred.

6. Dining Dollars

- A. Additional Dining Dollars may be added to any existing Dining Plan with a credit/debit card at any time during the semester in \$25 increments.
- B. Additional Dining Dollars **cannot** be billed through VCU Student Accounting. Additional Dining Dollars can be purchased online at vcu.campusdish.com.
- C. Funds may not be transferred between VCUCard RamBucks and Dining Services Dining Dollars or visa-versa.
- D. Unused Dining Dollars from the fall semester will roll over to the spring semester. If a student does not enroll in a spring Dining Plan any unused fall dining dollars will be forfeited. Spring and summer Dining Dollars are forfeited and will not roll over to the summer semester or the fall semester.

7. Guest Meal Passes and Guest Privileges

- A. Twenty (20) of the plan's total Swipes may be used as guest passes each semester for the following Dining Plan:
 - Premium Plan + 225 Dining Dollars
- B. Fifteen (15) of the plan's total Swipes may be used as guest passes each semester for the following Dining Plans:
 - 250 Swipes Plan + 225 Dining Dollars
 - 200 Swipes Plan + 225 Dining Dollars
 - 150 Swipes Plan + 100 Dining Dollars
 - 100 Swipes Plan + 100 Dining Dollars
- C. Ten (10) of the plan's total Swipes may be used as guest passes each semester for the following Dining Plan:

- 50 Swipes Plan + 100 Dining Dollars

- D. Unused Guest Meals default back to the participant's Dining Plan and will not carry over to the following semester.
- E. Students using Guest Meal privileges are responsible for their guests. This includes accompanying their guest in and around the dining center, as well as dining with their guest.
- F. After 1:00 a.m., Laurel & Grace Place is open to VCUCard holders only.
- G. After 1:00 a.m., all valid VCUCard holders are limited to 3 guests in Laurel & Grace Place. No party may exceed four people.

8. Default Dining Plan

- A. The University default Dining Plan is 200 Swipes + 225 Dining Dollars.
- B. All VCU students residing in nine-month, dormitory-style residence halls are required to purchase an Essential Dining Plan.
- C. Students who have not selected a plan by the first billing date of the semester (mid-July) will be assigned and billed for the 200 Swipes Plan + 225 Dining Dollars Dining Plan. (Please note: the default Dining Plan may be changed up until the plan change deadline referenced in Section 3.B., Section 3.C and Section 5.)
- D. *Presidential Scholarship* Dining Plan is the 250 Swipes Plan + 225 Dining Dollars.

9. Scheduling

- A. VCU Dining Services reserves the right to modify the dining programs' hours of operation and locations as necessary.
- B. Every reasonable effort will be made to provide dining services during emergency periods of inclement weather, power shortages, and similar circumstances.
- C. The VCU Dining Services programs do not include the Thanksgiving break, winter intersession, or between summer sessions.
- D. Limited dining options may be available during fall and spring breaks.

10. General Provisions

- A. VCU students are responsible for observing all applicable University rules, regulations, and policies included in the VCU Insider (Student Handbook and Resource Guide), VCU Residential Life and Housing Contract, and VCU Bulletins and websites. It is the student's responsibility to be familiar with this information.
- B. The University reserves the right to change the cost of Dining Plans before or during the contract period by the action of the VCU Board of Visitors.
- C. Smoking is not permitted in VCU Dining facilities.

- D. Alcoholic beverages cannot be obtained with Dining Dollars, nor may alcoholic beverages be brought into VCU Dining facilities.
- E. Shirts and shoes are required in all dining facilities.
- F. VCU Dining Services is not responsible for personal belongings brought into or left in dining facilities.
- G. In the event of a lost or stolen VCU ID card, please contact the VCUCard office (804) 827-2273 myvcucard.com, VCUDine locations do not have the ability to look up your VCU ID card, it must be present during all transactions.
- H. No loitering in VCU Dining Services locations.
- I. Photographic equipment cannot be used in any VCU Dining facility unless authorized in advance by the VCU Dining Manager at (804) 828-1148 or by e-mail at dining@vcu.edu.
- J. For more information on VCU Dining Services programs, visit the website at vcu.campusdish.com.
- K. Violations of these Terms and Conditions may result in disciplinary action up to, and including, loss of Dining Plan privileges and/or responding to charges filed with the Dean of Students.