Dining Plan contract for students living at 300 Swift Apartments and Smart House.

Duke University requires all undergraduate students residing on campus to participate in a dining plan.

TERMS & CONDITIONS:
- This contract is between the individual (living at 300 Swift apartments) named below (the participant) and Duke Dining.
- The participant may select one of the dining plans listed below (A, B, C, D, E, or J).
- The period of this contract shall be for the semester(s) indicated below. Fall semester contracts are automatically renewed for spring semester unless changed or cancelled during the Dining Plan Change Periods listed below.
- The participant will be billed prior to each semester (fall and spring) for the selected dining plan and a $25.00 non-refundable Dining fee through the University Bursar.
- Food Points will be allocated each semester. Although unused fall semester Food Points will remain in the account for use during the spring semester, spring semester dining plans must be purchased in full. Cancellation of the spring semester dining plan will result in forfeiture of any unused fall semester Food Points. Spring semester Food Points will not be available before spring semester begins.
- The participant may add up to $1,500.00 in additional Food Points per semester (in increments of $25.00) to the selected dining plan during the term of the contract. These additional Food Points are charged to the participant’s Bursar account and will be subject to the Refund Policy.
- The participant will have access to the Food Points from August 21, 2023 through 11:59pm on May 13, 2024.
- Dining Administration can change the terms and conditions of this contract with 30 days’ notice.

BASIC INFORMATION:
- The selected dining plan is non-transferable, either in part or whole.
- The participant must present their DukeCard to the cashier at the time of purchase.
- Account statements can be accessed online at dukecard.duke.edu. You can view detailed information for the current period and statements for the past six months. Questions concerning transaction records or the status of an account should be referred to the DukeCard Office.
- The participant should immediately go online and suspend their card to protect them from unauthorized use if they have misplaced their card or if their card number has been compromised. Duke Dining will not assume responsibility for unauthorized transactions.
- Duke Dining, a department of Student Affairs, reserves the right to determine menus, prices, hours, days of operation, and other operational practices for all Duke Dining affiliated facilities.
- Misuse of the dining plan is subject to the provisions of Duke University Judicial Code.

DINING PLAN CHANGES:
- Recognized Change Period dates are listed in the table below.
- A participant moving off campus may convert to a non-residential dining plan within the change period timeframe.
- A participant requesting a dining plan change on religious or medical grounds will be referred to the Student Disability Access Office (SDAO) who will then make a recommendation to Duke Dining Administration. Based on this recommendation and further research, the Duke Dining Administration Office will make the final decision.
- A participant requesting a change for any other reason must contact the Duke Dining Administration Office. All decisions are final.

REFUND POLICY:
- Duke University does not provide refunds for unused Food Points at the end of the semester or academic term.

CANCELLATION POLICY:
- A participant who withdraws from classes or takes a leave of absence (as certified by the Registrar, Residential Life, or an appropriate dean) should contact Duke Dining.
- Cancellation of the spring plan will result in forfeiture of any unused fall semester Food Points.

<table>
<thead>
<tr>
<th>DINING PLAN CHANGE PERIODS</th>
<th>Fall 2023</th>
<th>Spring 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selection/Change Period</td>
<td>April 17, 2023 (Monday) – August 9, 2024 (Wednesday)</td>
<td>October 2, 2023 (Monday) – December 18, 2023 (Monday) at 11:59pm</td>
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<tr>
<td>Final Time for Changes</td>
<td>August 9, 2023 (Wed) at 11:59pm</td>
<td>December 18, 2023 (Monday) at 11:59pm</td>
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<table>
<thead>
<tr>
<th>DINING PLAN OPTIONS (cost per semester)</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>J</th>
</tr>
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<tbody>
<tr>
<td><strong>+$25 Dining fee</strong></td>
<td>$2,641</td>
<td>$3,165</td>
<td>$3,505</td>
<td>$3,762</td>
<td>$4,103</td>
<td>$1,868</td>
</tr>
</tbody>
</table>

*Does not include 7.5% NC sales tax surcharge

If the participant does not select a dining plan, Plan J will automatically be assigned for the academic year (no later than August 9, 2023).

Dining plans will be taxed at the combined state and Durham county rate of 7.5% (6.75% for students at the Duke Marine Lab in Beaufort). Your semester bill from the Bursar’s office will have a “NC sales tax surcharge” in addition to your chosen plan.