

2008-2009 STUDIO GREEN

Meal Plan Contract

700 N. Woodward, Tallahassee, FL 32304
(850) 222-0674

MEAL PLAN CONTRACT

This Meal Plan Contract ("Contract"), dated _____, 2008, is made between CLV Dining Auxiliary Services, LLC ("Operator") and _____ ("Resident").

MEAL PLAN OPTIONS

Meal Plan costs are per person per semester.

- | <u>PLAN</u> | <u>COST</u> |
|---|----------------|
| <input type="checkbox"/> Campus Crossover Premium
<i>Plan includes unlimited meals in the Studio Green dining hall and \$500 Flexbucks to be used on FSU's campus.</i> | \$1,875 |
| <input type="checkbox"/> Campus Crossover
<i>Plan includes 14 meals per week in the Studio Green dining hall and \$500 Flexbucks to be used on FSU's campus.</i> | \$1,700 |
| <input type="checkbox"/> Studio Green Premium
<i>Plan includes unlimited meal in the Studio Green dining hall.</i> | \$1,350 |
| <input type="checkbox"/> Studio Green Deluxe
<i>Plan includes 14 meals per week in the Studio Green dining hall and \$50 SGr bucks to be used in the SGr convenience store.</i> | \$1,175 |
| <input type="checkbox"/> Studio Green Basic
<i>Plan includes 10 meals per week in the Studio Green dining hall and \$50 SGr bucks to be used in the SGr convenience store.</i> | \$1,025 |

Resident requests the meal plan checked above and agrees to pay all applicable charges in accordance with the terms and conditions outlined herein.

TERMS AND CONDITIONS

- Term.** The term of this Contract is for the period beginning August 19, 2008 and ending on April 30, 2009 ("Academic Year").
- Payments.** All meal memberships are for two-semester- Fall 2008 and Spring 2009. Full payment for Fall 2008 is due August 1, 2008, and full payment for Spring 2009 is due January 1, 2009. Late payments are subject to a \$50 late fee. Meal memberships will be put on hold if payments are not made by due dates. All fees and payments required hereunder must be made payable to "CLV Dining Auxiliary Services, LLC," and are separate from any payments and fees pursuant to the Lease Contract at Studio Green. All payments should be sent to: 700 N. Woodward Avenue, Tallahassee, Florida 32304, Attn: Managing Director, or at such other address as Operator may designate from time to time in writing. Meal memberships are not transferable to others.
- Operation of Meal Plan Program.** The hours of operation of the Meal Plan facilities shall be designated by Operator. Operator shall have no obligation to allow special dining arrangements for Residents due to conflicts with the meal plan hours due to Resident's work or school schedule. Special meals, including medical and religious related diets, are not available. The meal plan week runs from Monday through Sunday. Unused meals will not be carried forward to the next week. Unused meals from the Fall semester do not carry forward to the Spring semester. Resident shall not be entitled to a refund of, or any credit against, fees paid hereunder for meals not consumed by Resident. Operator reserves the right to alter services or hours of operation. Notice will be given with modified schedules posted in all dining locations and online. Meal Plans can be upgraded during the year, but may not be decreased for any reason. Resident may upgrade a meal membership at any time in the semester. Any additional money owed is due at the time of upgrade.
- Cancellation Policy.** You may cancel this Agreement only as described in the following provisions:
 - You have not enrolled in, or have officially withdrawn from, Florida State University (or any other institution of higher education in the Tallahassee area) (the "University"), and you notify us in writing prior to the beginning of the Term that you wish to cancel your meal membership, you shall be entitled to a full refund after payment to us of a \$100.00 Cancellation Fee; or
 - You are no longer enrolled in, or have officially withdrawn from, the University because of unanticipated financial hardship or medical necessity (which must be documented in writing to our satisfaction, which shall be in our sole discretion), and you notify us in writing after the beginning of the Term that you wish to cancel your meal membership, you are entitled to a 30% refund of the remaining value of your meal membership as of the date we receive all required documentation, after payment to us of a \$100.00 Cancellation Fee.
- Dining Policies.** All residents must abide by the rules and regulations published by Operator with respect to the dining facilities, including, but not limited to:
 - Appropriate Dress.** In accordance with state law, the following minimum standards of dress must be maintained at all times while in the dining facilities: Shoes and shirts must be worn at all times. Sleep wear and swimsuits are not acceptable.
 - Behavior.** Residents and their guests are expected to display appropriate behavior while in the dining facility. Disruptive, destructive, excessively noisy, or injurious behavior will lead to disciplinary action.
 - Removal of Food.** The removal of food, dishes, utensils, glasses, trays, equipment, décor or supplies from the dining facilities is strictly prohibited. All meals provided are to be consumed only in the dining room facilities during established dining hours. Residents shall not allow any other person to use his or her identification card. Residents are responsible for bussing their trays after meals.
 - Alcohol.** Alcoholic beverages are not permitted in the dining facilities.
- Notices.** All "notices" to us must be in writing and either hand delivered or sent via U.S. certified mail, return receipt requested, postage prepaid, to CLV Dining Auxiliary Services, LLC, c/o Century Campus Housing Management, L.P., 700 N. Woodward Avenue, Tallahassee, Florida 32304, Attn: Managing Director.
- Miscellaneous.** This Contract, including any exhibits, constitutes the entire agreement between Resident and Operator and supersedes and replaces any and all previous agreements, written or oral, between Resident and Operator regarding the Meal Plan program. No change to this Contract shall be valid unless made by supplemental written agreement executed by Resident and Operator. The execution, interpretation, and performance of this Contract shall in all respects be controlled and governed by the laws of the State of Florida. If any provisions of this Agreement or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

The foregoing Meal Plan Contract was executed on this _____ day of _____, 20_____.

Resident: _____ Print Name : _____

Address: _____

Operator: CLV Dining Auxiliary Services, LLC

By: Century Campus Housing Management, L.P., its authorized managing agent.

By: CCHM, Inc, its general partner

By: _____ Print Name: _____