

## Store Image & Maintenance Guidelines

April 2009

### FRANCHISEE

### 7-ELEVEN, INC.

Except as specifically modified below, Franchisee is responsible for the cleaning, maintenance and repair of the following:	Except as specifically modified below, 7-Eleven, Inc. is responsible for the maintenance, repair and replacement of the following:
<p><b>Building</b></p> <ul style="list-style-type: none"> <li>• exterior dock (cleaning)</li> <li>• dock soffit</li> <li>• windows (cleaning)</li> <li>• walls (cleaning)</li> <li>• floors (cleaning)</li> <li>• primary parking (cleaning)</li> <li>• Roof and roof drains clear of debris</li> <li>• ceiling tiles (cleaning)</li> </ul>	<p><b>Building</b></p> <ul style="list-style-type: none"> <li>• structural soundness of building</li> <li>• interior and exterior paint</li> <li>• roof (repair and replacement)</li> <li>• floor tile (repair &amp; replacement)</li> <li>• windows replacement</li> <li>• ceiling tiles (repair &amp; replacement)</li> </ul>
<p><b>Cabinets/Counters</b></p> <ul style="list-style-type: none"> <li>• replace broken or missing sneeze guards</li> <li>• replace broken hinges</li> <li>• replace broken sliding track roller doors</li> <li>• replace broken or missing condiment trays</li> <li>• interior shelves</li> </ul>	<p><b>Cabinets/Counters</b></p> <ul style="list-style-type: none"> <li>• counter tops (replacement)</li> <li>• interior shelves (replacement)</li> <li>• Counter replacement/moldings (repair and/or replace and image maintenance)</li> </ul>
<p><b>Common Area</b></p> <ul style="list-style-type: none"> <li>• fences (clean and clear of debris)</li> <li>• trash enclosures (maintenance and cleaning)</li> <li>• parking lot (cleaning, maint. and snow removal)</li> <li>• hose cleaning or power washing front dock and primary parking</li> </ul>	<p><b>Common Area</b></p> <ul style="list-style-type: none"> <li>• fences (repair and replacement)</li> <li>• trash enclosures (repair and replacement)</li> <li>• parking lot (repair and replacement including resurfacing and/or re-striping)</li> </ul>
<p><b>Electrical</b></p> <ul style="list-style-type: none"> <li>• circuit breakers (except to SEI maintained equipment, pole signs, HVAC etc.)</li> <li>• lamps, ballasts, outlets, switches &amp; timers</li> <li>• wiring from exit point of outlets to all equipment</li> <li>• receptacle /switch cover plates on exterior and interior of store</li> <li>• ceiling and exhaust fans in restroom</li> </ul>	<p><b>Electrical</b></p> <ul style="list-style-type: none"> <li>• wiring from external supply to circuit panel</li> <li>• breaker or fuse box (replacement)</li> <li>• wiring in floors, walls, ceiling</li> <li>• wiring in pole sign</li> <li>• canopy and store front signage</li> <li>• underground wiring from store to pole sign</li> <li>• quick disconnects and breakers to roof top units</li> <li>• HVAC and gas</li> <li>• Ceiling fan in restroom-replacement</li> </ul>
<p><b>Exterior Lighting</b></p> <ul style="list-style-type: none"> <li>• canopy and signage lights, <i>not</i> including gasoline</li> <li>• bulbs, ballasts, light covers, sockets &amp; timers (repair and/or replacement)</li> </ul>	<p><b>Exterior Lighting</b></p> <ul style="list-style-type: none"> <li>• gasoline canopy and equipment (bulbs, light covers, photo cells) (repair and/or replacement)</li> </ul>
<p><b>Exterior Sign Faces</b></p> <ul style="list-style-type: none"> <li>• cleaning</li> </ul>	<p><b>Exterior Sign Faces</b></p> <ul style="list-style-type: none"> <li>• repair and/or replacement</li> </ul>
<p><b>Fire Extinguishers</b> Inspections, repair and replacement of all except for gasoline extinguisher</p>	<p><b>Fire Extinguishers</b></p> <ul style="list-style-type: none"> <li>• Inspections, repair and replacement of gasoline extinguisher</li> </ul>

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<b>Floor Mats</b> <ul style="list-style-type: none"><li>• cleaning and replacement</li></ul>	<b>Floor Mats</b> <ul style="list-style-type: none"><li>• none</li></ul>
<b>Floors</b> <ul style="list-style-type: none"><li>• stripping</li><li>• waxing</li><li>• daily cleaning</li></ul>	<b>Floors</b> <ul style="list-style-type: none"><li>• repair and/or replacement</li></ul>
<b>Food Service Equipment</b> <ul style="list-style-type: none"><li>• fountain soft drink unit (post mix)</li><li>• Slurpee, coffee, roller grill, grill cover and door and nacho machines</li><li>• microwave(s)</li><li>• bun warmer(s)</li><li>• hold hot unit(s)</li><li>• chili/cheese dispenser</li><li>• coolers, including hopper, auger and motors</li><li>• powdered hot chocolate dispenser, including motors</li><li>• donut case, including doors, arms, light diffusers and hinges</li><li>• condiment pumps</li><li>• inspection panels, sneeze guards and splash guards (replacement also)</li><li>• drain lines from Equipment</li><li>• product supply tubing</li><li>• CO2 connectors and tank and line repairs</li><li>• condiment pumps</li><li>• bib disconnects and pumps</li><li>• cup holders, sleeves and clips</li></ul>	<b>Food Service Equipment</b> <ul style="list-style-type: none"><li>• (replacement) of all Foodservice Equipment (unless noted under Franchisee responsibilities)</li><li>• rollers on roller grill if greater than 2 years of age (replacement or refinishing)</li><li>• food service equipment that has exceeded its maintainable life</li></ul>
<b>Gasoline Island</b> <ul style="list-style-type: none"><li>• image cleaning</li><li>• snow removal</li><li>• monitoring and replenishment of cleaning supplies</li></ul>	<b>Gasoline Island</b> <ul style="list-style-type: none"><li>• lighting equipment</li><li>• provide cleaning supplies</li><li>• (Image maintenance, repair and/or replacement)</li><li>• paper towels and crind paper replacement</li></ul>
<b>Glass</b> <ul style="list-style-type: none"><li>• all equipment, including vault and novelty case doors (cleaning)</li><li>• upright medium and low temperature cases (cleaning)</li><li>• scratch lottery ticket counter glass (cleaning)</li><li>• approved window shades (repair and/or replacement)</li></ul>	<b>Glass</b> <ul style="list-style-type: none"><li>• exterior windows (repair and/or replacement)</li><li>• doors (repair and/or replacement)</li><li>• Kux tape (repair and/or replacement)</li><li>• all equipment, including vault and novelty case doors (repair and/or replacement)</li><li>• upright medium and low temperature cases (repair and/or replacement)</li><li>• scratch lottery ticket counter glass (repair and/or replacement)</li></ul>

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<b>HVAC</b> <ul style="list-style-type: none"><li>• clean and repair ceiling diffusers</li><li>• thermostat adjustments outside of corporate specs</li></ul>	<b>HVAC</b> <ul style="list-style-type: none"><li>• maintenance, repair and/or replacement</li></ul>
<b>Interior Lighting</b> <ul style="list-style-type: none"><li>• all equipment lighting tubes, tube guards, compact fluorescent and incandescent bulbs</li><li>• all building lighting tubes, tube guards and incandescent bulbs</li></ul>	<b>Interior Lighting</b> <ul style="list-style-type: none"><li>• replacement of all ceiling fixtures</li></ul>
<b>Landscaping</b> <ul style="list-style-type: none"><li>• all maintenance, repair, replacement of vegetation</li><li>• tree trimming</li></ul>	<b>Landscaping</b> <ul style="list-style-type: none"><li>• Governing agency required upgrades and changes</li></ul>
<b>Parking Lot</b> <ul style="list-style-type: none"><li>• keep clean and free of debris</li><li>• image cleaning</li></ul>	<b>Parking Lot</b> <ul style="list-style-type: none"><li>• repair, replacement and/or striping (including all pot holes)</li></ul>
<b>Pest Control</b> <ul style="list-style-type: none"><li>• all normal interior and exterior pest control without limitation. This would also include bird and bee control</li></ul>	<b>Pest Control</b> <ul style="list-style-type: none"><li>• none</li></ul>
<b>Plumbing Supply</b> <ul style="list-style-type: none"><li>• all plumbing from meter, except in-wall and under-floor pipes</li><li>• Repair and replace faucets, hose bibs and recessed hose bib doors</li><li>• under-sink water and drain lines</li><li>• hand-sink water and drain lines</li><li>• flexible hose and nozzle at 3 comp. sink</li><li>• mop/utility sink water and drain lines</li><li>• clogged drains, both above and below ground</li><li>• toilet/urinal including flush valves, seat, handle, lid, wax seal</li><li>• paper towel, toilette seat cover dispenser and soap dispensers</li><li>• hand dryers</li><li>• hose bibs</li><li>• grease trap cleaning</li></ul>	<b>Plumbing Supply</b> <ul style="list-style-type: none"><li>• main to meter, including in-wall and under-floor pipes</li><li>• septic tanks, including pump outs</li><li>• bathroom toilets and sinks</li><li>• exterior grease traps</li><li>• parking lot drains, including pump outs</li><li>• <del>faucets (replacement)</del></li><li>• under-sink (replacement)</li><li>• hand-sink (replacement)</li><li>• flexible hose and nozzle at 3 comp. sink (replacement)</li><li>• mop/utility sink (replacement)</li><li>• toilet (replacement)</li><li>• paper towel, toilette seat cover and soap dispensers (replacement)</li><li>• hand dryers (replacement)</li><li>• fire sprinkler system (replacement)</li><li>• <del>hose bibs (replacement)</del></li></ul>
<b>POS Register(s)</b> <ul style="list-style-type: none"><li>• printer consumables</li><li>• cash drawer</li><li>• store initiated requests for relocation of terminal(s), both the POS and the ISP in the back room</li></ul>	<b>POS Register(s)</b> <ul style="list-style-type: none"><li>• (replacement)</li><li>• company initiated relocation of POS terminal(s) or back room ISP</li><li>• cash drawer (replacement)</li></ul>

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<b>Refrigerated Equipment</b> <ul style="list-style-type: none"> <li>• includes vaults, upright freezers, mid-temps and novelty cases</li> <li>• vault door seals</li> <li>• vault door and refrigerated case glass</li> <li>• compressors</li> <li>• damaged shelving, except due to corrosion</li> <li>• condensate pans/pumps</li> <li>• filters-cleaning and replacement</li> <li>• sliding track rollers</li> <li>• cooler door pivots</li> <li>• torque rods</li> <li>• door warmers</li> </ul>	<b>Refrigerated Equipment</b> <ul style="list-style-type: none"> <li>• (replacement) of entire capital item</li> <li>• refrigeration equipment that has exceeded its maintainable life</li> <li>• compressors replacement</li> <li>• door handles and door closers replacement</li> <li>• shelving replacement</li> <li>• condensate pans/pumps (replacement)</li> <li>• sliding track rollers (replacement)</li> <li>• cooler door pivots (replacement)</li> <li>• torque rods (replacement)</li> <li>• door warmers (replacement)</li> </ul>
<b>Safes</b> <ul style="list-style-type: none"> <li>• maintenance and/or repair</li> </ul>	<b>Safes</b> <ul style="list-style-type: none"> <li>• replacement</li> </ul>
<b>Security Equipment</b> <ul style="list-style-type: none"> <li>• repairs of basic system</li> <li>• repairs and/or replacement of any additional equipment</li> </ul>	<b>Security Equipment</b> <ul style="list-style-type: none"> <li>• (replacement) of basic equipment</li> </ul>
<b>Sprinkler System</b> <ul style="list-style-type: none"> <li>• above ground start-up and shut down, i.e. winterizing, timers, controllers, etc.</li> <li>• PVC line repair below ground</li> <li>• head repair and/or replacements</li> </ul>	<b>Sprinkler System</b> <ul style="list-style-type: none"> <li>• replacement of entire system</li> </ul>
<b>Store Doors</b> <ul style="list-style-type: none"> <li>• door announcers, including wiring repair and/or replacement</li> <li>• rear exit door panic bar and alarm (repair and rekey)</li> <li>• repair interior door(s), including bathroom door(s)</li> <li>• interior doors including hinges, closer arms, lock sets and other hardware</li> </ul>	<b>Store Doors</b> <ul style="list-style-type: none"> <li>• front door glass, closers, arms, hinges, pivot pins, door seals and building threshold plate</li> <li>• front door push/pull bars</li> <li>• exit doors (adjustments and replacements)</li> <li>• rear exit door panic and alarm (replacement)</li> <li>• interior doors (replacement)</li> </ul>
<b>Telephone/Communication Lines</b> repair and maintenance of connection ends and receptacles	<b>Telephone/Communication Lines</b> <ul style="list-style-type: none"> <li>• (replacement), includes RIS cables</li> <li>• Telephone lines in wall, ceiling and floor</li> </ul>
<b>Water Filters</b> <ul style="list-style-type: none"> <li>• keep accessible</li> <li>• Filter replacement in excess of annual change-out</li> </ul>	<b>Water Filters</b> <ul style="list-style-type: none"> <li>• system replacements or upgrades</li> <li>• annual filter changes</li> </ul>
<b>Water Heater</b> heating elements, pilot lights, thermal couplers (including replacement)	<b>Water Heater</b> <ul style="list-style-type: none"> <li>• replacement</li> </ul>

## Franchise Agreement Language

Except to the extent 7-Eleven expressly assumes any of the following responsibilities in writing, franchisees, in their Store Franchise Agreement, agree to be responsible for all maintenance, repairs, replacements, janitorial services and expenses relating to the Store and 7-Eleven Equipment, including:

- (1) maintaining the Store, 7-Eleven Equipment, other property in the Store and landscaped areas in a clean, attractive, orderly, safe, and sanitary condition and in good repair and operating condition, reasonable wear and tear excepted
- (2) replacing light bulbs, ballasts, vault doors, glass, and door closers<sup>1</sup> on the Store and 7-Eleven Equipment; and
- (3) cleaning the Store interior, the parking lot and walk areas, including snow and ice removal.

When 7-Eleven considers it necessary, 7-Eleven agrees to:

- (1) repaint and repair the interior and exterior of the Store;
- (2) replace 7-Eleven Equipment, including cash registers and point-of-sale computers;
- (3) replace plate glass in front windows and front doors;
- (4) repair the floor covering, exterior walls, roof, foundation, and parking lot;
- (5) maintain the structural soundness of the Store; and
- (6) maintain the HVAC Equipment.

We may charge you for any of the repairs or replacements described above if, in our reasonable opinion, your abuse or neglect makes such repair or replacement necessary.

## **DISCLAIMER**

The Store Image & Maintenance Guidelines sets forth, generally, the various responsibilities of 7-Eleven, Inc. and the franchisee with regard to maintenance, repair and replacement of Equipment and general upkeep of the facility. These are strictly guidelines based upon the various franchise agreements. The language above is from our current form of Franchise Agreement. Responsibilities set forth in your Agreement may vary slightly depending on the year of the franchise agreement. Questions regarding a specific repair or maintenance item should be addressed through the Area Facilities Manager. Costs for repair or replacement of Equipment caused by the abuse or neglect of a franchisee or a franchisee's employees may be charged to the franchisee. Repair or replacement of equipment and damage to the store caused by the casualty loss covered by 7-Eleven's indemnification, or otherwise designated as 7-Eleven, Inc.'s responsibility under the Franchise Agreement, will be paid for by 7-Eleven, Inc.

***NOTE: Parts specifications are defined in the 7-Eleven's new store plans which are available through the On-line System Support Guide.***

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<sup>1</sup> 7-Eleven has unilaterally elected, by policy, to pick up the cost of the replacement of door closers. 7-Eleven reserves the right to rescind such policy at any time.