



FRANCHISE DISCLOSURE DOCUMENT

7-ELEVEN, INC.

A Texas Corporation 1722 Routh Street, Suite 1000 Dallas, Texas 75201 (972) 828-7011 www.7-Eleven.com

The franchisee will operate an extended-hour retail convenience store under the tradename and service mark "7-Eleven®" which sells groceries, take-out foods and beverages, dairy products, non-food merchandise, specialty items and selected services. The stores generally operate every day of the year (except, at the franchisee's option, Christmas Day), usually 24 hours a day.

The total investment necessary to begin operation of a 7-Eleven franchise is from \$34,750 to \$1,121,100. This includes up to \$1,034,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Department at 1722 Routh Street, Suite 1000, Dallas, TX 75201 and (800) 782-0711.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.



THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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Minnesota franchise statutes prohibit a franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. If the franchise agreement contains a provision that is inconsistent with Minnesota statutes, the provisions of the Agreement shall be superseded by the Minnesota statutes' requirements and shall have no force or effect.

With respect to franchises governed by the Minnesota franchise statutes, we will comply with any requirements of such Statutes that require (except in certain specified cases) (1) that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld, which provisions will be applicable to the franchise agreement.

Minnesota franchise statutes require a franchisor to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the tradename infringes trademark rights of a third party. We agree to indemnify you against the consequences of your use of our tradename in accordance with the requirements of the franchise agreement, and, as a condition to indemnification, you must provide notice to us of any such claims within ten (10) days and tender the defense of the claim to us. If we accept the tender of defense, we have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Minnesota franchise statutes prohibit a franchisor from requiring a franchisee to assent to a general release. If the franchise agreement requires you to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate Minnesota franchise statutes, such release shall exclude claims arising under such Statutes, and such acknowledgments shall be void with respect to claims under such Statutes.

You cannot consent to us obtaining injunctive relief. We may <u>seek</u> injunctive relief. See Minn. Rules 2860.4400J.

If the franchise agreement requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any of your rights as provided for in Minnesota franchise statutes, including the right to submit matters to the jurisdiction of the courts of Minnesota.

If the franchise agreement requires you to sue us outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any of your rights as provided for in the Minnesota franchise statutes, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, any provision in the franchise agreement that requires you to sue outside the State of Minnesota is not applicable because of the Minnesota franchise statutes.

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