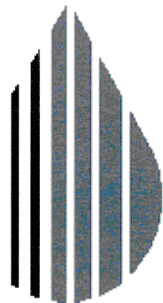


Risser Oil



**Maintenance Services
Agreement for
“Lessee” Location**

**An Explanation of
Operator & Risser Oil Responsibilities**

More Services & Better Communication

Operator & Risser Oil Maintenance Responsibilities

RISSER OIL



1. STRUCTURES, BUILDINGS, CANOPIES & KIOSKS

ITEM	RISSER OIL	OPERATOR
ELECTRICAL – Electrical systems.	Replace switches, panel boards, ballasts, transformers, wiring, conduits and lighting fixtures.	Reset all circuit breakers, replace fuses, and report to Risser Oil all outages, short circuits, power surges, disruptions, or overloads.
Operator appliances.	Review and approve requests for additional appliances.	Get approval from Marketing Rep. prior to installation of any electrical appliances that require significant power supply (i.e. coolers etc.).
PLUMBING – Water heater.	Repair or replace.	Notify Risser.
Wash bowls, sinks, toilet fixtures, urinals & miscellaneous furnishings.	Replace only when part of a capital improvement program.	Repair or replace (includes faucets, valves, toilet seats, soap dispensers, mirrors, towel dispensers, toilet tissue holders, etc.).
Sewer system, septic tank, cesspool.	Repair or replace.	All cleaning, pumping and disposal costs.
Fixture drains, floor drains and sewer lines.	Repair or replace.	Clear drains and sewer lines.
Potable water systems.	Repair or replace leaking, settled or deteriorated systems.	Repair or replace hoses, faucets, valves, fittings and filters.
Sumps, grease traps, and oil/water separators.	Repair or replace.	Periodic cleaning, pumping, and disposal.
STRUCTURES – Structural steel, foundations, masonry and framework.	Repair or replace.	Notify Risser.
Roofing & flashing.	Repair or replace.	Notify Risser.
Glass.	None.	Replace all broken or cracked glass in doors and windows. Clean up broken glass. Place warning signs and secure area until glass is replaced.
Overhead & hinged doors.	Replace complete doors with new doors and hardware. Repair, replace and adjust overhead door springs.	Maintain door hardware including handles, hinges, closures and thresholds. Replace lost keys and change locks as required.
Gutters & downspouts including canopy.	Repair or replace.	Maintain clean and clear of any blockage.
Concrete & tile floor.	Repair or replace deteriorated floors.	Maintain clean and clear of obstacles. Notify Risser Oil of any potentially hazardous holes, cracks or spalled sections.
Safes.	None.	Repair or replace.

1. STRUCTURES, BUILDINGS, CANOPIES & KIOSKS CONTINUED

ITEM	RISSEK OIL	OPERATOR
HVAC – HVAC equipment.	Responsible for major repairs and replacements. Major repairs are defined generally as an individual item of over \$200. For example, the repair and/or replacement of compressors, condensers, evaporator coils, blower motors, heat exchangers, burners, etc.	Must carry a maintenance contract which provides for general upkeep including cleaning condenser & evaporator coils, lubrication of motors & moving parts, unit efficiency adjustments, belt replacements, etc. Maintenance contract must require at least one service call every six months. Also responsible for regular filter changes and for minor repairs, defined as those under \$200. Repairs over \$200 must receive authorization from Risser Oil before work is performed.
Wall and window mounted heaters/air-conditioners.	None.	Repair or replace.

2. EQUIPMENT

Tire air-dispenser and vacuum.	Optional – Repair or replace concrete pad, structural mounting & underground conduits (air or electric).	Repair or replace hoses, nozzles, gauges, towers, meters and fittings.
Air compressor except car wash.	Repair or replace.	Maintain oil levels, change oil, drain water, and secure belt guards. Repair or replace hoses, nozzles, gauges, filters and fittings.
Air accessories.	None.	Repair or replace.
Gas console.	Repair or replace.	Notify Risser.
Lifts and hoists.	Repair or replace.	Keep piston rings clean, safety legs secure and paint lift heads. Lubricate as necessary.
Shelving, gondolas, racks, pegboard, cabinets, counters & benches.	None.	Clean, maintain, repair and replace.
Food store misc. equipment.	None.	Repair or replace.
Fire extinguisher.	None.	Repair or replace.
Cash drawers.	Replace.	Repair.
Underground tanks, submersible pumps, leak detectors, piping and all associated hardware and containment sumps.	Repair or replace.	Inspect daily and notify Risser of any problems.
Fire suppression equipment.	Repair or replace.	Notify Risser.
Security system.	None.	Repair or replace and remain in compliance with local ordinance.
Intercom systems & speakers.	Repair or replace.	Notify Risser.

2. EQUIPMENT CONTINUED

ITEM	RISSEr OIL	OPERATOR
Dispensers and dispenser card readers.	Repair or replace.	Notify Risser Oil immediately of any equipment failures including leaks, spills and abnormally slow flow rates. In case of any potentially hazardous condition, operator is to stop the use of affected dispenser(s) including closing emergency shut-off valves. Dispenser keys must be on the premises and readily available to all operator's employees.
Waste oil tanks, piping and equipment.	Remove or replace.	Remove waste oil and contaminates and properly dispose.
Bulk oil tanks and dispensing systems.	None.	Repair or replace.
Fill caps.	Repair or replace.	Keep tight and free of water and dirt.

3. SIGNAGE

Petroleum trademark, area and yard lights.	Repair or replace.	Notify Risser.
Permanent building fascia signs, pump toppers and island signs.	Repair or replace.	Notify Risser.
Price.	Repair or replace.	Notify Risser.
Food trademark.	None.	Repair or replace.
Canopy.	Repair or replace.	Notify Risser.
Pole.	Repair or replace.	Notify Risser.
Message board.	Repair or replace.	Notify Risser.

4. LIGHTING

Interior building lamps.	None.	Replace lamps and tubes; replace fuses, reset all circuit breakers and report short circuits, power surges, disruptions or overloads to Risser Oil.
Exterior building lamps.	Replace lamps and tubes.	Reset all circuit breakers and report short circuits, power surges, disruptions or overloads to Risser Oil.
Canopy.	Replace lamps and tubes.	Reset all circuit breakers and report short circuits, power surges, disruptions or overloads to Risser Oil.
Trademark signs.	Replace lamps and tubes.	Reset all circuit breakers and report short circuits, power surges, disruptions or overloads to Risser Oil.
Dispenser.	Replace lamps and tubes.	Reset all circuit breakers and report short circuits, power surges, disruptions or overloads to Risser Oil.
Area.	Replace lamps and tubes.	Reset all circuit breakers and report short circuits, power surges, disruptions or overloads to Risser Oil.

5. IMAGE

ITEM	RISSER OIL	OPERATOR
Landscaping and plantings.	Prune trees as required to prevent structural, electrical, and/or underground damage caused by roots, limbs, etc. and if needed to improve image and visibility.	Mow lawns, trim shrubs, and remove weeds. Fertilize and water as necessary. Keep greenery consistent with Risser Oil's image.
Water sprinkler systems for irrigation.	Initial repair or replacement.	Repair or replace all sprinkler heads, water line leaks, and fittings. Also responsible for winterization & spring start-up.
Fencing, guardrails, bumper posts.	Repair or replace unless damaged by vandalism, operator negligence or third party accident where accident report is incomplete or missing. Risser Oil will also provide paint for touch-up.	Clean and touch-up paint.
Painting (buildings).	Risser Oil will provide paint for touch-up.	Labor for painting as necessary.
Painting.	Periodic painting of poles. Risser Oil will also provide paint for touch-up and curbs.	Labor for touch-up painting of poles and periodic painting of curbs.
Driveways, walkways and dispenser islands.	Repair or replace.	Keep clear and passable at all times. Maintain free of grease or other substances. Notify Risser Oil immediately of hazardous situations, including holes, cracks and spalling. Protect customers from hazardous situations until Risser Oil makes repairs.

6. DELI & REFRIGERATION

Walk-In coolers and walk-in freezers.	Responsible for major repairs and replacements. Major repairs are defined generally as those over \$100. For example, repair and/or replacement of compressors, condensers, evaporator coils, etc.	Must carry a maintenance contract which provides for general upkeep including cleaning condenser evaporator coils, lubrication of motors & moving parts, unit efficiency adjustments, etc. Maintenance contract must call for at least one service call every six months. Also responsible for regular filter changes and for minor repairs, defined as those under \$250. Repairs over \$250 must receive authorization from Risser Oil before work is performed.
All other coolers/freezers including ice machines and food service equipment.	None.	Repair or replace.
Food store misc.	None.	Repair or replace.

7. MARKETING

ITEM	RISSEK OIL	OPERATOR
Electronic equipment including credit card and data processing.	Repair or replace (unless owned by the operator or the major oil company).	Comply with all operating requirements of the equipment and systems in accordance with Risser Oil contracts and manufacturers recommendations. Furnish and change all consumables including ribbons and printer paper. Notify Risser Oil of any alarms/ failures.
Paper products.	Crind paper only.	Contact major oil company for forms.
Ribbons.	None.	Purchase all ribbons.

8. CARWASH & SERVICE

Maintenance.	None.	Must carry a maintenance contract which provides for general upkeep and cleaning.
Waste disposal.	None.	Solid waste must be disposed according to EPA regulations.

9. ENVIRONMENTAL

Daily inventory.	Review weekly.	Collect fuel levels, meter readings and water levels <u>daily</u> . Perform inventory reconciliation <u>daily</u> . Notify Risser immediately of any over/short greater than 50 gallons on 3 consecutive days.
Release detection.	Monthly inspection.	Daily inspection.
Preventive maintenance inspection.	Monthly inspection.	Daily inspection.
Waste disposal.	Remove and dispose of petroleum contact water, dispenser filters and related fluids.	All operator generated waste must be disposed according to EPA regulations. (i.e. tires, brake fluid, oil, freon, batteries, grease, anti-freeze, solvents, lamps, filters etc.).
Record keeping.	Maintain all records for inspection by regulatory agencies.	Transmit all required records to Risser within 5 working days after receipt.
Spills or other product release.	Respond to any spill greater than 25 gallons on a pervious surface within 4 hours.	Spills greater than 25 gallons and other emergencies require a 4 hour response time. Immediately page the Environmental Supervisor at 813-587-5316. In the event of a catastrophic release, immediately call 1-800-852-8878.
TIER II form.	None.	Annually complete TIER II form as required and pay the appropriate fee.

EMERGENCY PROCEDURES

- Remember to follow your station emergency placard and **NEVER PUT YOURSELF AT PERSONAL RISK!**

- Hit the red emergency **STOP** button at the station.

- Turn off all breakers on electric panels if there is a possibility of fire.

- Close impact valves at any affected dispenser if there is a leak.

- Call Risser Maintenance to report the incident. Dial the digital beeper number 813-587-4475, add your number and press #. Expect a reply within 30 minutes.

TIPS TO REMEMBER WHEN CALLING 1-813-541-2116

- Know your facility site I.D. number.

- Clearly describe your problem.

- Expect a reply within 24 hours during weekdays.

COMMONLY ASKED QUESTIONS

Q. What about storm damage?

A. *Damage related to weather beyond the operator's control will be handled by Risser Oil in conjunction with its insurance carrier.*

Q. What about vandalism?

A. *Vandalism is the operator's responsibility and should be included in the operator's insurance policy. If Risser Oil elects to make a repair due to vandalism, the operator will be charged.*

Q. What about damage due to negligence on the part of employees?

A. *Negligence on the part of operator's, their employees and their customers is the operator's responsibility and should be covered in the operator's insurance policy. If Risser Oil makes a repair, the operator will be charged.*

Q. What happens if the operator does not have a service contract and lack of maintenance contributes to equipment failure with HVAC (heating, ventilation & air-conditioning) systems or walk-in coolers?

A. *The operator is required to provide the preventive maintenance. Failure to do so will result in an operator charge.*

Q. If equipment that is the operator's responsibility has a problem while still under the supplier's warranty, who should the operator call?

A. *The operator should call the supplier directly for warranty service. If the operator calls Risser Oil to perform the service, he will be charged at our standard rates. If you do not have a phone number for the supplier, call us and we will try to get it for you.*

Q. How are maintenance calls prioritized?

A. *Below is a guide indicating how we prioritize maintenance calls. Our response times are based upon the time of day that your call is made, the critical nature of your call, and the resources we have available at the time of your call. Although we cannot guarantee response times, be assured we will respond as quickly as possible.*

Q. Who do you call for maintenance?

A. *Risser Oil Maintenance Dept. at 813-541-2116 and leave message. For an emergency, as defined in Table 1 below, call the emergency pager 813-587-4475, enter your number and press #.*

Q. What happens if an operator calls for services that are his responsibility?

A. *If the operator would like Risser Oil technicians or contractors to provide services which are the operator's responsibility, and Risser Oil elects to perform same, he will be charged at our standard rates. When the work is completed, the operator should sign the Technician's Service Log form which acknowledges satisfaction with the work and authorizes Risser Oil to debit his account for the total cost.*

Q. What happens when a Risser owned property is damaged?

A. *The operator is required to prepare and submit Risser Oil's Incident Report and include (1) the driver's name, address, license number, and insurance carrier (2) a copy of the police report, and (3) photographs of the damage, then Risser Oil will assume responsibility for all costs.*

Q. What should the operator do if he is not satisfied with the maintenance work done at his station?

A. *First, the operator should indicate on the work order that he is not satisfied with the work. If there is a problem with the hours worked or parts used, don't sign off on the work order. Next, call 1-800-572-0075 within 24 hrs. and tell us why you are dissatisfied. We will follow up. Action will be taken.*

TABLE 1

Priority Category	Examples	Estimated Response Time
Emergency	<ul style="list-style-type: none"> • Risk to anyone's health & safety. • Any petroleum spill greater than 25 gallons. • Any grade of fuel is totally unavailable. 	4 hours any time of day.
Critical	<ul style="list-style-type: none"> • Air Conditioning. • Anything which prevents the sale of a significant revenue generating item. • Any condition which impacts perishable nature of food. 	6 hours between 6:00 am and 8:00 pm.
Important	<ul style="list-style-type: none"> • Anything that significantly affects Risser Oil's image or the comfortable operation of our facilities. 	2-3 days as schedule permits.
Normal	<ul style="list-style-type: none"> • All other calls not classified elsewhere. • Normal maintenance, preventive maintenance. 	As soon as schedule permits within the next 2 weeks.

CONTRACT AMENDMENT

Date _____

Site I.D. #: _____

THIS Amendment, is attached to, incorporated in, and made a part of the above-identified Agreement (the "Agreement") dated _____, 19____, between

Risser Oil ("Company")

and _____,
("Operator")

for premises located at _____.
("Premises")

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. This Risser Oil Maintenance Services Agreement shall supersede and replace the Maintenance Provisions set forth in that certain Lease Agreement dated _____, or that certain Personnel Supply and Motor Fuel Operations Agreement dated _____.
2. Except as herein specifically amended and supplemented all other terms and conditions of the Agreement, as previously amended and supplemented, shall be and remain in full force and effect.

OPERATOR ACKNOWLEDGES HAVING RECEIVED A COPY OF THIS AGREEMENT AND HAVING READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

IN WITNESS WHEREOF, Company and Operator have executed this Amendment as of the day and year first above written.

(Operator Signature)

Witnessed By: _____
(Sales Representative)

(Risser Oil)

Witnessed By: _____