

up today as well. I don't even think in Senator Ashford's opening on the bill that he dealt with the issue of the need for LB 371. What LB 371 does is it basically not only puts into stone what the beer wholesalers have with regard to their current operation with the three tier system, it puts it in stone, it wraps it in concrete and then it encases it into steel. It is one of the most, I guess, latent pieces of class legislation that protects a specific industry in this state, probably more than any other that we have. And I would like to have you just take a look at what I passed out for you. The reasons that...some of the reasons that Senator Ashford laid out with regard to the issue of adopting LB 371 were that it allowed for orderly markets, service in the industry, quality kinds of control issues and things like that. Well, I would ask you to take a look at the first page of that Franchise Practices Act, it would be 887 as is listed there and under Terms, defined, it issues, lays out there for you what specifically is covered under this act. It was passed just 11 years ago and it reads there, a franchise shall mean a written arrangement, a written arrangement. Remember that because this bill has in it a provision that allows for oral arrangements to be held under law. It says a written arrangement for a definite or indefinite period, in which a person grants another person for a franchise fee, a license to use a trade name, trademark, service mark, or related characteristics in which there is a community of interest in the marketing of goods or services at the wholesale, retail, by lease, agreement or otherwise, and any arrangement, agreement or contract, either expressed or implied, for the sale, distribution, or marketing of beer or nonalcoholic beverages at the wholesale, retail or otherwise. It goes on to list a number of things. You turn to the second page, 888 as it is handed out there, and you go down to Franchise; termination, cancellation, or failure to renew; notice; when; good cause. It shall be a violation of sections 87 blah, blah, blah, for any franchisor directly or indirectly through any officer, agent, or employee to terminate, cancel, or fail to renew a franchise without having first given written notice set forth...setting forth all the reasons for such termination, cancellation, or intent not to renew to the franchisee at least sixty days in advance of such termination, cancellation, or failure to renew. These protections for the franchisee are there. They are currently in law. What LB 371 does, and I'll get into that if the kill motion should fail, goes even farther to protect this industry, protect those franchise wholesalers. The bill itself, and I would ask you to walk through the bill if you can, if you