

for having that in there, otherwise, why do it? It only makes sense when you're dealing with the definition section of the bill to require that the agreements be in writing. I mean otherwise you get into the issue again, I said, of enforcement and what happens when one party that was party to that oral agreement is around, is alive and living and the other party is not there to refute it? Who wins, I guess, in that case? Well, I guess if you ask an attorney, I would want to be the attorney I guess that represented the living party with regard to that oral agreement. I don't understand the problem with changing the definition so that when we deal with agreement as it relates to LB 371, agreement means a written agreement and not an oral agreement because no place else in the bill does oral agreement jump out at you. It's only in the definition section and we strike that so that when we're talking about agreements in this language, in this bill, we're talking about written agreements. It's a very good and very valid amendment to the bill. I would urge its adoption.

PRESIDENT: Thank you. Senator Wesely, please. Senator Wesely. Okay, Senator Ashford is following that so we'll call on you, Senator Ashford.

SENATOR ASHFORD: Do I get my time after that or...

PRESIDENT: No, he gave you his time.

SENATOR ASHFORD: Oh, I don't get two in a row?

PRESIDENT: No. Not unless somebody objects.

SENATOR ASHFORD: I would have called the question, I'm sorry, but I have to respond because the problem, the reason you cannot strike this from the bill is because you have agreements out there that may be oral or may be written and you do not want to be in a situation where you pass a law that would not have or have questionable effect on oral agreements that are out there. You've got oral agreements out there. You want those oral agreements to comply with the public policy that is in the act. Now if you want to talk about agreements going forward that must be in writing, then what you have to do is you have to put an amendment in there that says all agreements pursuant to this act between a franchisor and franchisee shall be in writing from this point forward, but you can't go back and take oral out when you may have agreements out there that are oral that you want