

wholesaler and designates a specific exclusive sales territory. So in other words it is...the bill itself, the way it is drafted, isn't even consistent from the definition section to what is required under Section 15 on page 6. It says at that point in time that we will require an agreement to be in writing, but under the definitions we're going to allow for an oral as well as a written agreement. It clearly makes no sense for oral agreements to be allowed under that definition section, especially when you follow through to Section 15 and finish up and see that a supplier shall not fail to provide a written agreement which contains the entire agreement with the wholesaler and designates a specific territory, lah-de-da-da-da. It is an amendment that basically says, we don't, you know...oral, what good is an oral agreement? I mean you know it might make great hay in a court of law, I don't know, but it does not belong under the definition section of LB 371 and my amendment would strike that. The bill itself, if you move farther down, says we want them in writing. It only makes sense to strike the provisions that I offer in this amendment out of the definition section to LB 371.

PRESIDENT: Thank you. Senator Ashford, followed by Senator Lamb.

SENATOR ASHFORD: Question.

PRESIDENT: The question has been called. Do I see five hands? I do and the question is, shall debate cease? All those in favor vote aye, opposed nay. We're voting to cease debate. Record, Mr. Clerk, please.

CLERK: 26 ayes, 2 nays, Mr. President, to cease debate.

PRESIDENT: Senator Hall, would you like to close, please?

SENATOR HALL: Thank you, Mr. President, members, again, the amendment is one that deals with striking oral agreements as part of the definition of what an agreement is. It does not do anything to the fact that written agreements would be kept in place under Section 4 of the bill on page 3. It just changes the definition so that oral agreements are not recognized. The bill itself does not recognize them for the supplier and that's a key to remember, that it does not recognize them for the supplier when it says on page 6 that a supplier shall not fail to provide a written agreement which contains the entire