

see, what is at work here is an attempt to draft moderately a piece of language that shapes the dealer-supplier relationship and the contract. Now mostly that is just a personal relationship, but this does provide some outer parameters for that relationship so that the one side can't take advantage of the other side too egregiously. I would urge the advancement or the adoption, rather, of the committee amendments, and you will find them in your bill books. There are three pages of explanation, but generally speaking, it is meant to define the relationship of the supplier to the dealer under a dealer agreement; what kinds of agreements can be written, when there can be a termination, and the obligations on parties' parts to carry out the terms of that arrangement. I ask for the adoption of the committee amendments.

SPEAKER BAACK: Thank you, Senator Landis. Is there discussion of the committee amendments? Senator Rogers.

SENATOR ROGERS: Mr. Speaker and members, first of all, I would like to thank Senator Landis for his thorough explanation of the committee amendments and I strongly support these amendments. This would provide for the Nebraska farm and industrial equipment dealers certain rights in their relationships as Senator Landis explained. I might go over in just some one-liners explain once more some of the things that the amendment has done. It prohibits a contract cancellation without good cause. It prohibits changing a dealer's competitive circumstances without good cause. It prohibits a supplier from requiring a dealer to accept equipment which was not voluntarily ordered, prohibits a supplier from unreasonably preventing a sale of a dealer's business, and prohibits a supplier from preventing a dealer from purchasing equipment from another supplier, restricts a supplier from unreasonably requiring a dealer to invest in new facilities. It provides for an annual part return program for dealers to manufacturers. I am very well pleased that the difference between the dealers and suppliers was worked out and a compromise between the two parties was reached. It eliminates the concerns of the manufacturers, and I think produces a much better product for both them and suppliers to utilize in future contract agreements. In closing, I want to stress that this bill was brought to the Legislature as an instrument for both the suppliers and the dealers to utilize in good faith. It was never intended to impede the business relationship. However, the time and circumstances have changed and it is intended to