

Assembly
MINUTES

COMMERCE COMMITTEE - NEVADA STATE LEGISLATURE - 58TH SESSION

APRIL 4, 1975

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0517

The meeting was called to order by Chairman Robinson at 3:00 P.M.

MEMBERS PRESENT: Mr. Benkovich
Mr. Demers
Mr. Getto
Mr. Harmon
Mr. Moody
Mr. Schofield
Mr. Wittenberg
Mr. Chairman

MEMBERS ABSENT: Mr. Hickey - excused

SPEAKING GUESTS: Glen Reese, Nevada Credit Union League
Mike Melner, State Commerce Department
W. J. Verling, Nevada Credit Union League
George Vargas, Representing 9 major oil companies
Erma Edwards Nevada Insurance Division
Milos Terzich

The purpose of this meeting was to hear testimony on AB 495 which:

Enacts provisions regulating organization and operation
of credit unions.

Discussion was also had on the following bills:

<u>AB 265</u>	<u>AB 276</u>	<u>AB 492</u>	<u>AB 112</u>
<u>AB 96</u>	<u>AB 308</u>	<u>AB 414</u>	
<u>AB 133</u>	<u>SB 69</u>	<u>AB 345</u>	

Assemblyman Moody spoke on behalf of AB 495. He said one of the main factors in establishing a charter in Nevada for credit unions is that this will expand their area of membership for investment or for loans to a larger area of people. He cited that the credit union in his area is presently restricted to membership of Federal and County employees. With the passage of AB 495, this membership would be expanded. Presently they are restricted federally to ten-year loans. With passage of this bill they would be able to make loans for housing for 20-year periods. He commented that even banks in small communities in Nevada are not really considering 20-year loans at this time. Mr. Moody felt this a good bill and one that would benefit many areas of the State. He said it would not create a lot of credit unions all over the State but would allow existing ones operating under Federal charter to operate under State charter which is more broad. Mr. Moody's entire testimony is attached hereto.

Mr. Glen Reese then spoke in favor of AB 495. His complete testimony is attached hereto. He said presently a credit union must obtain a charter issued by the National Credit Union Administration Federal Agency for the right to do business in the State of Nevada. With the passage of this bill they would be able to choose which agency,

Federal or State, they wished to be governed by. The State charter differs from the Federal charter primarily in that area of duration of loans. It would give the credit union board of directors the power to establish the loan limits in terms of length of time. Presently, as Mr. Moody commented, in rural areas, the credit unions are not able to do much in the way of long term financing. This bill would give them the ability to establish these types of lending policies. Mr. Reese said they have worked together on this bill with the State Department of Commerce. He said the licensing fees go into the General Fund and commented that this is intended to be a self-supporting department.

Mike Melner then spoke in favor of the bill. He said after discussing the problems of financing and regulation if this were to fall under the Department of Commerce's jurisdiction, it was decided that it should be a separate operating division. Other financial institutions supervised by the Department of Commerce are supervised by separate divisions and the reason for this is because they are competitive operations and one administrator cannot "wear two hats" (supervising savings and loans and banks for example). Section 92 provides that the Director of the Department may designate members of his staff to perform regulatory duties for this division until such time as there are enough credit unions to regulate to warrant the establishing of a credit union staff. He felt this bill would benefit rural areas where certain loans are not available or are limited as to term. He commented that there is no fiscal note on this bill as it appears that this function will be self-supporting. He said a model bill was used as a format for this bill. VERBATIM TESTIMONY ATTACHED HERETO.

Mr. Bill Verling than spoke in favor of the bill. He manages a credit union in Hawthorne. He said they have \$5,000,000. \$800,000 is out in real estate loans and they can only extend loans for ten years. On a \$10,000 loan for 10 years the principal and interest payment each month would be \$144. This is fairly high for a \$10,000 loan but if that loan could be for 20 years, it would greatly help the people in the Hawthorne area. He said they have about \$2,500,000 in excess funds which are presently invested in Federal securities, but these funds could be used for long term housing loans. He also commented that the Federal agency can sometimes give a difficult time to a credit union and it would be nice if there was an option to the credit unions to be regulated by a State charter rather than a Federal charter.

This concluded testimony on AB 495. Brief discussion was then had on AB 265. Mr. Vargas submitted information to the committee with regard to this bill. He submitted a Jobber Contract, a form of Dealer Lease and a form of Dealer Agreement and various other documents and excerpts of documents with relation to dealers. All the forms are from Shell Oil Company. Copies of all the above are attached hereto.

Mr. Vargas said two of our sister states have adjourned without enacting such legislation. They are Utah and Idaho and also Georgia.

He said he has talked to the Phillips jobber in Las Vegas, Mr. Cassen, who is the largest volume dealer in gasoline in Southern Nevada. He

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has had problems with the service station dealer organization. Two years ago there was a boycott organized by Mr. Nye which Mr. Cassen refused to go along with. Ever since that time, he has had problems. He would like to appear here and testify and Mr. Vargas thought it would be well to hear him.

Dr. Robinson said it might be possible to reopen the testimony on this bill the week of April 14th.

Dr. Robinson then went on to some Senate Amendments that he wanted to present to the committee for their concurrence. The first amendment was to AB 96. Mr. Demers said the reason for this amendment is that the Senate felt this committee's amendment too long and felt there should be more confidence in the Board that they are duly authorized to implement rules and regulations. Mr. Demers then moved that the committee concur with Senate Amendment No. 5988 to AB 96. This was seconded by Mr. Moody. There was some discussion and Mr. Schofield then moved the question. The committee concurred with this amendment unanimously with the exception of Mr. Wittenberg who voted "no".

The next Senate Amendment was to AB 133. Mr. Wittenberg was not in concurrence because he felt this would give every doctor licensed to practice acupuncture the right to practice all oriental medicine such as Korean medicine and Philippine medicine, etc. in addition to acupuncture and herbal medicine. Mr. Demers moved the committee concur with Senate Amendment 5981 to AB 133. This was seconded by Mr. Harmon. Mr. Wittenberg amended this motion to defer action on this amendment in order to hear additional testimony. This amendment to the motion was seconded by Mr. Getto. Chairman Robinson said he would allow five additional minutes of testimony to this measure.

The third Senate Amendment was Amendment No. 2793 to AB 276. Mr. Demers moved for concurrence. This was seconded by Mr. Getto and carried the committee unanimously.

Mr. Moody then moved to reopen AB 308 for reconsideration in this committee. This was seconded by Mr. Harmon. The motion failed with the following vote:

<u>NO</u>	<u>YES</u>
Getto	Moody
Wittenberg	Harmon
Benkovich	Robinson
	Demers
	Schofield

Discussion then turned to SB 69 and AB 492. Both these measures provide for uniform billing forms in health care facilities. Mrs. Edwards suggested that the wording be changed from health care facility to health care procedures to be sure doctors' offices would be included. Dr. Robinson asked if AB 492 was just as she wanted it. She said it was. It makes insurance companies accept this form without them using one of their own in addition to this form. She said she would have no objection and the committee agreed when Dr. Robinson asked if there was any objection to his attempting to amend these two bills into one bill.

AB 414 was then discussed. Mr. Getto moved that Amendment No. 7584 to AB 414 be adopted. This was seconded by Mr. Wittenberg and carried the committee unanimously. Mr. Wittenberg moved a "do pass as amended" to AB 414. This was seconded by Mr. Harmon and carried the committee unanimously.

With regard to AB 345, Dr. Robinson suggested that a separate bill be introduced by the Commerce Committee to cover the large subdivisions such as those in Elko County. Mr. Demers so moved. This was seconded by Mr. Schofield and carried the committee unanimously.

Milos Terzich then commented on AB 112 saying his amendments proposed to this bill were the same as those proposed in testimony on April 2 with the exception of his first amendment (see page 7 of minutes of April 2) where he proposed deletion of the words "The coverage shall not exclude premature births" in Section 2, Subsection 1. He said he would be in agreement to leave that wording in if it was followed by his previously suggested insertion "as to the areas of coverage provided for in Subsection 3". Mr. Demers moved for the adoption of Amendment No. 5950 incorporating those proposed amendments by Mr. Terzich to Amendment No. 5950. This was seconded by Mr. Schofield and carried the committee unanimously. Mr. Demers moved a "do pass as amended" of AB 112. This was seconded by Mr. Getto and carried the committee unanimously.

Mr. Demers moved the meeting be adjourned. This was seconded by Mr. Schofield and carried the committee unanimously. Meeting adjourned at 4:15 P.M.

Respectfully submitted,

Joan Anderson, Secretary

HEARING

COMMITTEE ON COMMERCE COMMITTEE

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0516

Date APRIL 4, 1975 Time 3:00 P.M. Room 316

Bill or Resolution
to be considered

Subject

AB 495

NO PASS

Enacts provisions regulating organization
and operation of credit unions.

*Action on
265*

58TH NEVADA LEGISLATURE

COMMERCE COMMITTEE
LEGISLATION ACTION

~~0576~~ 0521

DATE April 4, 1975

SUBJECT AB 414 - Requires superintendent of banks to establish certain limit on loans by bank to its directors, officers or employees.

MOTION: 1. Adopt Amendment 7584 to AB 414 X
2. Do Pass as Amended X

Do Pass Amend Indefinitely Postpone Reconsider

Moved By 1. Getto 2. Wittenberg Seconded By 1. Wittenberg 2. Harn

AMENDMENT: _____

Moved By _____ Seconded By _____

AMENDMENT: _____

Moved BY _____ Seconded By _____

VOTE:	MOTION		AMEND		AMEND	
	Yes	No	Yes	No	Yes	No
Robinson	<u>X</u>	_____	_____	_____	_____	_____
Harnon	<u>X</u>	_____	_____	_____	_____	_____
Demers	<u>X</u>	_____	_____	_____	_____	_____
Hickey	_____	_____	_____	_____	_____	_____
Moody	<u>X</u>	_____	_____	_____	_____	_____
Schofield	<u>X</u>	_____	_____	_____	_____	_____
Wittenberg	<u>X</u>	_____	_____	_____	_____	_____
Benkovich	<u>X</u>	_____	_____	_____	_____	_____
Getto	<u>X</u>	_____	_____	_____	_____	_____

ORIGINAL MOTION: Passed X Defeated Withdrawn

AMENDED & PASSED AMENDED & DEFEATED

AMENDED & PASSED AMENDED & DEFEATED

Attached to Minutes April 4, 1975

COMMERCE COMMITTEE
LEGISLATION ACTION

~~0070~~ 0522

DATE April 4, 1975

SUBJECT AB 112 - Requires that health insurance coverage of newborn infants of insured begins at time of birth.

MOTION: 1. Adoption of amendments X
 2. Do pass as amended X
Do Pass Amend Indefinitely Postpone Reconsider
Moved By 1. Demers 2. Demers Seconded By 1. Schofield 2. Getto

AMENDMENT: _____

Moved By _____ Seconded By _____

AMENDMENT: _____

Moved BY _____ Seconded By _____

VOTE:	<u>MOTION</u>		<u>AMEND</u>		<u>AMEND</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Robinson	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Harmon	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Demers	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Hickey	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Moody	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Schofield	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Wittenberg	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Benkovich	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Getto	<u> X </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

ORIGINAL MOTION: Passed X Defeated Withdrawn
AMENDED & PASSED AMENDED & DEFEATED
AMENDED & PASSED AMENDED & DEFEATED

Attached to Minutes April 4, 1975

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STATEMENT OF ASSEMBLYMAN DON MOODY
ON
AB 495
BEFORE COMMERCE COMMITTEE
APRIL 4, 1975

AB 495 is presented to the Commerce Committee for consideration to create a state system of chartering credit unions in the State of Nevada.

By passage of AB 495 Nevada will join 45 other states which allow credit union chartering under state government creating a dual chartering system.

Statutes in the State of Nevada grant the right for banks and saving and loan associations to charter under state government. AB 495 will add another segment of the financial community to this right.

Dual chartering is good for the environment of credit unions in that it provides for more modern laws to govern credit unions and gives the residents of the State of Nevada the right of choice as to government by the state or dictation by the federal government.

AB 495 also will create a central system for credit unions to interface to the changing times of electronic funds transfer and movement of funds. This will then allow the credit unions in the State of Nevada, both Federal and State chartered, to better serve their members.

Credit unions have existed in the State of Nevada since 1935. They have proven a benefit to the residents of the State of Nevada.

AB 495 as presented provides for the insurance of members' accounts in credit unions chartered under state law up to \$40,000 similar to Federal Deposit Insurance for banks and Federal Savings and Loan Insurance for savings and loan associations.

Statement of Assemblyman Don Moody
Commerce Committee Hearing on AB 495

~~CONFIDENTIAL~~
April 4, 1975
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Enactment of AB 495 assures to the residents of the State of Nevada more complete service and continued service from their credit unions. It will allow credit unions to continue to play an important role in the lives of our residents.

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STATEMENT OF GLEN A. REESE, MANAGING DIRECTOR
NEVADA CREDIT UNION LEAGUE, INC.
ON
AB 495
BEFORE COMMERCE COMMITTEE
APRIL 4, 1975

I am Glen A. Reese, Managing Director of the Nevada Credit Union League, Inc. the state association of credit unions for the State of Nevada. There are currently 62 credit unions in the State of Nevada with in excess of 90,000 members and more than \$100,000,000 in assets. At year end 1974, those credit unions had loans outstanding to their members in excess of \$82,000,000.

I began working with credit unions in 1961, having managed credit unions, served as a technical consultant for credit unions and manager of the state association of credit unions in Nevada and Idaho.

The Nevada Credit Union League, Inc., organized as a private corporation under the laws of the State of Nevada in 1969, serves as the state association of credit unions. We are responsible to those credit unions for consultation and implementation of modern programs for them to better serve their members, resident of the State of Nevada. At the present time 74.3% of the credit union members are served by the Nevada Credit Union League.

Credit unions have served the population of the United States since the early 1920's when the first state law was passed creating credit unions under state law. Nevada is one of five remaining states that does not offer its residents the right to choose its charter under state government.

Passage of AB 495 assures fair treatment of the residents of the State of Nevada to have their choice as to state government or federal government dictation on the operation of their credit union.

AB 495 is necessary for proper interfacing of the state's credit unions to such national programs as EFTS (Electronic Funds Transfer) through creation of a state central credit union.

AB 495 provides the right of existing credit unions to convert their charters to state if they so desire.

AB 495 contains provisions for safety in both bonding of officials and of issuance of members account by requiring participation in the National Credit Union Administration's program of insurance to \$40,000. This insurance is the same as the insurance offered to customers of banks and savings and loan associations.

AB 495 provides for the most modern concepts of credit union operation. AB 495 was developed after a two year study of existing credit union laws both at the state level and at the federal level. Refinements to the model act so developed are incorporated in AB 495 to bring it into conformance with state statutes for the State of Nevada.

AB 495 allows credit unions to keep abreast of the modern concepts in business and assures for their continued service to their members and to the residents of the State of Nevada.

AB 495 will not bring added cost to state government since the Nevada Credit Union League has pledged its assistance to the Department of Commerce for implementation and developments required by the bill.

AB 495 provides for those normal services to credit union members in the area of low cost loans and convenient means of thrift.

Statement of Glen A. Reese
Commerce Committee Hearing on AB 495

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Your favorable response to AB 495 is earnestly requested so that credit unions in the State of Nevada may join with their fellow organizations throughout the United States in offering their members the most modern concepts of operation for the benefit of residents of the State of Nevada.

Verbatim Testimony of Mike Melner, Director of State
Department of Commerce Regarding A.B. 495

Members of the Commerce Committee, I am Mike Melner, State Commerce Director. We have worked--the department has worked--during the course of the last two years, and a little before that even, with Mr. Reese and the members of his staff on the legislation. We discussed the problems that we would have, particularly in financing, regulation, the need we would have regulating and supervising credit unions, if they were brought under the Commerce Department's jurisdiction. It was determined that the best form of regulation would be a separate operating division. The other financial institutions supervised by the Department of Commerce are supervised by separate divisions. The reason for that is they are competitive operations, and we find that one administrator can't wear two hats in the supervision, say of savings and loans and of banks, as an example. The legislation, however, was drafted with the recognition that we may not have too many State chartered credit unions starting out. Some of them may transfer over, there may be new charters. That's the reason for Section 92 authorizing the director of the department to designate members of his staff to perform regulatory duties until there are sufficient state credit unions to warrant a credit union staff. In other words, we wouldn't set up a new division until we had enough credit unions to regulate. We can do that out of the director's office. I have people on my staff, under my regulatory authority I can direct people in the divisions of the department to conduct audits, surveys, to provide secretarial help. That way I think we wouldn't get into a cost problem starting out regulation. I have reviewed the legislation. I think it would be of benefit, particularly in rural areas where certain kinds of bank loans aren't available and credit union loans are not available over long terms, they are limited as to term. That also supports, therefore, the need for this kind of legislation. I would note there is no fiscal note on the bill. The function would be self-supporting, particularly since the department could regulate it until there is a need for a separate operating division.

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RENO OFFICE
GEORGE L. VARGAS
KENNETH P. DILLON (1914-1964)
JOHN C. BARTLETT
LOUIS MEAD DIXON
ROBERT W. MARSHALL
JAMES P. LOGAN
JOHN C. RENSHAW
ALBERT F. PAGNI
FREDERIC R. STARICH
MARVIN W. MURPHY
JAMES S. BEASLEY
JOHN P. SANDE, III
PETER D. DURNEY

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CHRIS A. BEECROFT, JR.

April 3, 1975

Assemblyman Robert E. Robinson
Chairman, Assembly Commerce
Committee
Nevada State Legislative Building
Carson City, Nevada

Re: A. B. 265

Dear Chairman Robinson:

During the course of the hearing on A. B. 265, the question of the petroleum jobber arose, and I was requested to furnish you and your Committee with a form of Jobber Contract. I am submitting such a form herewith, along with a form of Dealer Lease and a form of Dealer Agreement and various other documents and excerpts of documents with relation to dealers, all on the forms of Shell Oil Company.

These documents are a good representative sample of these types of contracts which are generally in use in the petroleum industry.

These documents are xerox copies of actual existing contracts.

The first document is the Dealer's Lease which, in this particular instance, was entered into May 1, 1973 for a term ending April 30, 1976. As the testimony indicated, the dealer pays no money whatsoever for his franchise. As can be seen from the enclosed Dealer Lease, the rental is based upon a gallonage volume and, in this particular instance, is set out in the "Amendment Agreement". The minimum rental is \$1,100.00 during the summer period of each year, May 1 through October

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Re: A. B. 265

31, and \$650.00 during the winter period, November 1 - April 30. Unless the gallonage sold by the dealer exceeds this minimum, the dealer is paying only \$1,100.00 per month for a service station facility, the value of which is somewhere around the \$250,000 range. Of course, as the dealer's rental increases above these minimums, the dealer is realizing additional profit on the excess gallonage sold.

The second document is the Dealer Agreement, again for a like three-year period. These two documents are the normal documents which are used in the case of a property owned or controlled by the oil company and leased to an independent dealer.

The next document is called a "Dealer Contract". This is the type of contract used when the company simply furnishes its products to a service station which is owned by the dealer who is desirous of handling the company's products.

The fourth document is the so-called "Jobber Contract". A jobber will normally have his own plant, bulk storage tanks, mobile equipment, and, in addition, he may also operate retail service stations, or he may himself deal with retail service station dealers who, in turn, operate their stations as independent businesses. This contract differs from other contracts in that normally it is simply a supply contract for a one-year term and the jobber undertakes the primary responsibility for promoting sales of the company's products within the territory outlined on the attached map. The buyer's right to sell such products, however, is neither restricted to that territory nor exclusive within it.

In addition to the foregoing documents, and in accordance with a standard practice in the industry, there is attached a copy of a Retail Training Agreement in connection with the company's conduct of a retail

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Re: A. B. 265

training program for its dealers or prospective dealers. Under this program, the trainee dealer is paid for each full day of the program successfully completed and reimbursed for certain expenses. This is an interesting document in light of some testimony by the proponents of this bill that a prospective service station dealer is required to sign a lease within thirty minutes of receiving it, the clear indication of such testimony being that an oil company with a quarter of a million dollar facility suddenly descends upon some unsuspecting individual and, within thirty minutes, forces him to sign a Dealer Agreement.

There is next attached a document entitled "Features Available to Chevron Dealers", which again shows the educational and training opportunities that are available to retail dealers.

There has been some suggestion that the companies "force" dealers to buy the company's product line of tires, batteries and accessories. The next attachment is a standard form letter from Shell Oil Company to its dealer which clearly refutes this by the statement: "... we particularly want you to know that you are free to buy them (referring to tires, batteries and accessories) from the supplier of your choice."

The typical new dealer candidate has ample opportunity to examine the dealer papers which are to be signed prior to his becoming a dealer. As a typical program, one of my clients advises a typical new dealer goes through the following process before he signs the new dealer papers: (1) first an application for a dealership is completed and a retail credit check is made on the dealer-candidate; (2) the man is interviewed at which time all policies and standards of the company are explained to him and there is a complete explanation of all papers (including the Dealer Lease and Dealer Agreement); (3) a retail training agreement is then signed and the dealer-

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candidate is sent to a training school where he is paid a weekly sum to compensate for lost earnings in attending the four-week session and is also furnished expenses for meals, lodging and transportation to and from the school from the dealer's home; (4) after the dealer-candidate's satisfactory completion of the training school, he is again counseled as to the policies and standards of the company and is given the opportunity to examine all of the papers involved which are necessary to his installation as a company dealer, copies of which he may take home for detailed examination or review with his attorney if there are any questions which the company has not been able to answer fully to his satisfaction.

On the question of Mr. Nelson's testimony of instances where a company gives a dealer only thirty minutes to study a lease, one of my client's company representative policy manuals contains the following: "It will be the retail representative's responsibility to arrange for an interview between the dealer, retail manager (division manager in his absence) no later than 45 days prior to signing of the dealer lease. The retail representative will conduct the interview and must be prepared to review the growth analysis, rent analysis and the entire lease with the dealer."

The next attachment is a copy of an actual letter from one of my clients to a prospective dealer. As can be seen, the prospective dealer is informed, among other things, of the past history and record of the station, of the dealer classroom training program, and copies of the dealer lease, agreement of sale, etc., are submitted to the prospective dealer at the very early stage of proceedings.

Shortly prior to 1961, the Nevada legislature was induced to enact a service station bill regulating the advertising of gasoline prices. The legislation provided that sale of gasoline should be prohibited unless the seller posted on the individual gas pump a price sign which could not be less than seven inches in height or eight inches in

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width, nor larger than twelve inches in height and in width. This legislation further stated: "No sign or placard stating or referring directly or indirectly to the price or prices of gasoline, (other than the sign above referred to) shall be posted or maintained ... on the service station." Certain independent companies which were in competition with other service stations were using larger signs to advertise lower gasoline prices and this legislation was a pure effort to thus restrict competition. Attached hereto is a copy of the Nevada Supreme Court decision in State v. Redman Petroleum, 77 Nev. 63, wherein this legislation was held unconstitutional. The legislation in question was "special legislation" of the precise manner of A. B. 265.

In conclusion, I respectfully suggest that the proponents produced not an iota of testimony indicating there are any problems which this special legislation would solve. The retailers are independent businessmen, yet based upon their complaints before this committee, they are simply asking this committee to pass legislation which would prevent them from entering into oral contracts and which would prohibit them from signing written contracts concerning which they had only the opportunity of thirty minutes of study. Certainly, such "problems" of adult, independent businessmen should not be the subject of special legislative enactments.

Respectfully yours,


George I. Vargas

GLV/jh

Enclosures

DEALER LEASE

227-7280-0847 LEGAL

THIS IS A LEASE dated March 5, 19 73 between SHELL OIL COMPANY, a Delaware corporation with offices at 2545 Fair Oaks Blvd. in Sacramento, California ("Shell"), and Robert R. Hawley of 90 West 4th Street in Reno, Nevada ("Lessee").

1. LEASE. Shell hereby leases to Lessee, and Lessee hereby leases from Shell, the automobile service station premises located at 90 West 4th Street, Reno, Nevada, including the land there owned or leased by Shell, to the extent now occupied and used for automobile service station purposes, and the buildings, improvements and equipment now comprising the service station on the land (collectively "Premises"). Lessee acknowledges receipt of the Premises in good and safe condition and repair.

2. TERM. This Lease shall be in effect for the term beginning on May 1, 19 73 and ending on April 30, 19 76, but (a) may be terminated by Lessee at any time by giving Shell at least 90 days' notice, and (b) may be terminated by Shell by giving Lessee notice at least 30 days before, and effective on, the date when Lessee shall have been Shell's tenant of the Premises for twelve successive full calendar months (whether or not all under this Lease).

3. RENT. Lessee shall pay Shell, as rent for each calendar month, a sum equal to See Attached cent(s) (.....¢) for each gallon of motor vehicle fuel delivered to the Premises during such month, but not less than See Attached Dollars (\$.....) for any month (prorated for any period less than a month). The rent shall be payable as it accrues at the time of each such delivery; and not later than the 15th of the following month, Lessee shall pay Shell any deficiency of the rent so paid, from the total rent payable for the month. Lessee shall keep, and permit Shell to inspect on demand, an accurate record of all motor vehicle fuels delivered to the Premises.

SEE ATTACHED

over

D 114 237261
D 93-12-70
Hawley

4. SECURITY. Shell acknowledges receipt from Lessee of the sum of ~~FOUR HUNDRED & NO/100~~.....

Dollars (\$ ~~400.00~~) as a non-interest bearing deposit (which may be mingled with Shell's other funds) to secure Lessee's performance of Lessee's obligations under this Lease and the payment of any indebtedness of Lessee to Shell, whether under this Lease or otherwise. Shell may, from time to time, apply all or any part of that sum to the payment of such indebtedness; and upon Shell's demand, Lessee shall deposit with Shell additional sums equal to those so applied. Within a reasonable time after termination of this Lease, Shell shall return to Lessee any unapplied balance of the sums deposited by Lessee hereunder.

5. USE. The Premises shall be used only for operation of the automobile service station, including the retail sale of petroleum products, accessories, and minor repairs and other services for motor vehicles (but excluding parking or storing of motor vehicles, trailers or any other mobile equipment, except in the ordinary course of such operation); and the service station shall be kept open and fully illuminated for the sale of such products by Lessee

at least from 12:00 A.M. to 12:01 P.M. each day, excepting NONE.....

Lessee shall pay all charges incident to Lessee's use of the Premises or the business conducted thereon, including all license, permit, occupation and inspection taxes and fees, all water, gas, electricity, telephone and other utility charges (all meters and accounts for which shall be in Lessee's name), and all taxes on Lessee's property on the Premises; and if Lessee fails so to do, Shell may pay the same and charge them to Lessee. Lessee shall comply with all Federal, State and municipal laws, ordinances, regulations, orders, licenses and permits relating to the Premises or any use thereof or to any act or activity on the Premises; and Lessee shall not commit or permit any fraudulent act or activity or any sale or other disposition of any intoxicating beverages on the Premises. Without Shell's prior written consent, Lessee shall not make any attachments or additions to, or any structural alterations of, any building on the Premises, or construct any additional buildings or structures thereon, or place or maintain on the

Premises, at any one time, more than one sign within 25 feet from the boundary line along

West 4th Street and one sign within 25 feet from that line along

Sierra, or more than two signs on the remainder of the Premises.

ARTICLES 6 THROUGH 13 AND EXHIBIT A OF THIS LEASE ARE ON THE INSIDE OF THIS FOLDER.

EXECUTED as of the date first herein specified.

.....
Robert R. Hawley
Robert R. Hawley Lessee

SHELL OIL COMPANY

By *Tracy A. Mehl*
.....

6. **MAINTENANCE-REPAIRS-REPLACEMENTS.** Lessee shall at all times maintain the Premises (including adjacent sidewalks and driveways, and all landscaped areas) in good condition and repair, and keep the same (especially the rest rooms), as well as Lessee's own property thereon, neat, clean and orderly. To those ends and always promptly as needed, Lessee shall perform the maintenance and make the repairs and replacements which are specified in Exhibit A of this Lease; and if and whenever Lessee fails so to do, Shell may perform or make the same. Shell shall make all other repairs and replacements which Shell deems necessary or desirable, provided that Lessee gives Shell prompt notice of each such other repair or replacement which Lessee deems necessary. As to any maintenance, repair or replacement specified in Exhibit A which Lessee fails to perform or make, or as to any other repair or replacement concerning which Lessee fails to give Shell the above-required notice, or which is necessitated, either partly or solely, by any negligent or otherwise wrongful act or omission of Lessee or Lessee's employees: Shell may charge to Lessee its actual cost of performing such maintenance or making such repair or replacement, or, in lieu of performing or making the same, may charge to Lessee what would have been the reasonable cost thereof. If the Premises are made unfit for occupancy by any cause, Shell may terminate this Lease by giving Lessee notice, without, however, releasing any obligation of Lessee for maintenance, repairs or replacements. Shell may enter the Premises at any time for the purposes of inspecting the same, performing maintenance, and making repairs, replacements, alterations, additions and removals.

7. **INDEMNITY-REPORTS.** Lessee shall defend and indemnify Shell against all claims, suits, loss, liability and expense on account of injury or death of persons (including Lessee and Lessee's employees) or damage to property, or for liens on the Premises, caused by or happening in connection with the Premises (including adjacent sidewalks and driveways) or the condition, maintenance, possession or use thereof or the operations thereon. Promptly after every occurrence of any such injury, death or damage, Lessee shall report the same to Shell in writing, including all circumstances thereof known to Lessee or Lessee's employees.

8. **ASSIGNMENT-SUBLEASING.** Lessee shall not assign or encumber this Lease or permit any assignment or encumbrance hereof by operation of law or otherwise, or sublease, or permit any other party to occupy or use, all or any part of the Premises, without Shell's prior written consent.

9. **REMEDIES.** If Lessee (a) defaults in payment of rent or any other indebtedness hereunder, or (b) defaults under article 8 or this article 9, or (c) defaults under any other provision of this Lease, and fails to remedy same within 15 days after Shell gives Lessee notice thereof (except that Lessee shall not be entitled to such notice and remedial period as to any default after the first one under any provision of article 5), or (d) enters bankruptcy or insolvency proceedings (voluntarily or otherwise) or makes an assignment for the benefit of creditors, or (e) dies, or (f) abandons the Premises or permits the service station to be closed for more than 72 successive hours: Shell may, at its option and without notice, terminate this Lease and re-enter and repossess the Premises, without prejudice to any other rights or remedies hereunder or by law. At any termination of this Lease, Lessee shall peaceably surrender possession of the Premises to Shell. As to any of Lessee's property which Lessee fails to remove from the Premises at termination of this Lease, Shell shall have the right to sell all or any part of same for Lessee's account on such terms as Shell may desire, but with the rights in Shell to apply the proceeds of such sale to the payment of any indebtedness of Lessee to Shell, whether under this Lease or otherwise, and to purchase any or all such personal property. All sums charged to Lessee by Shell under the provisions of this Lease shall be payable by Lessee to Shell on demand, and shall bear interest therefrom at the rate of 6% per annum until paid. Lessee shall reimburse Shell on demand for all reasonable costs (including attorneys' fees) incurred by Shell in enforcing any of its rights or remedies hereunder. Both Shell and Lessee waive the right to trial by jury in any action or proceeding (including any counterclaim therein) by either against the other arising out of or in connection with this Lease. **Shell's right to require strict performance of Lessee's obligations hereunder shall not be affected by any previous waiver, forbearance or course of dealing.**

10. UNDERLYING ESTATES-CONDEMNATION. If Shell does not own the Premises, this Lease (a) is subject to all the provisions of the lease under which Shell is now entitled to possession, (b) shall terminate automatically upon expiration or any sooner termination (by Shell or otherwise) of such lease, and (c) upon any assignment thereof by Shell, may be terminated by either Shell or its assignee, by giving Lessee at least 30 days' notice; and Lessee shall not commit or permit any act or omission which would impair or jeopardize Shell's interest under its lease. If Shell owns the Premises, but ever sells or contracts to sell all or any part thereof, either Shell or its vendee may terminate this Lease by giving Lessee at least 30 days' notice. If all or any part of the Premises is condemned for public or quasi-public use, or is (as it may be) voluntarily conveyed by Shell to any party having and intending to exercise the power so to condemn, either Shell or Lessee may terminate this Lease by giving the other at least 30 days' notice; and whether or not this Lease is so terminated, Lessee assigns to Shell all of Lessee's right to or interest in any award or settlement for such condemnation or conveyance in lieu thereof.

11. LESSEE'S BUSINESS. Nothing in this Lease shall be construed as reserving to Shell any right to exercise any control over, or to direct in any respect the conduct or management of, the business or operations of Lessee on the Premises; but the entire control and direction of such business and operations shall be and remain in Lessee, subject only to Lessee's performance of the obligations of this Lease. Neither Lessee nor any person performing any duties or engaged in any work on the Premises at the request of Lessee shall be deemed an employee or agent of Shell.

12. NOTICES. Every notice hereunder shall be in writing, may be given to Lessee by personal service or to either Lessee or Shell by certified or registered letter or telegram, and, in the latter instances, shall be deemed given when the letter is deposited in the mail or the telegram with the telegraph company, postage or charges prepaid, and addressed to the party for whom intended at such party's address first herein specified, or at such other address as such party may have substituted therefor by notice so given to the other.

13. ENTIRETY-EXECUTION-SUCCESSION. This Lease terminates, as of the beginning date of its term, any prior lease by Shell to Lessee of the Premises, and merges and supersedes all prior representations and agreements, and constitutes the entire contract, between Shell and Lessee concerning the subject matter or in consideration hereof. Neither this Lease nor any subsequent agreement amending, supplementing or terminating this Lease shall be binding on Shell unless and until it is signed for Shell by a representative duly authorized by its Board of Directors. Subject to articles 8 and 9, this Lease shall bind and benefit Lessee's heirs, estate and assigns, and Shell's successors and assigns.

EXHIBIT A**LESSEE'S MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS****A. Yard**

1. Landscaping: water, weed, cut; remove litter.
2. Repair and replace sprinkler heads.

B. Lighting

Maintain and replace all lamps for building, canopies, pump islands and yard (excluding Shell-identification signs).

C. Plumbing

1. Clear catch basins and clogged toilets.
2. Repair leaky faucets.
3. Drain water lines to prevent freezing.

D. Heating-Air Conditioning

Replace air filters.

E. Glasswork

Replace window and door glass and mirrors, whenever cracked or broken.

F. Floors

Restore floors after damage from removing equipment.

G. Painting

Minor touch-up, in accordance with Shell's specifications.

over

H. Tanks

1. Check for leakage and water (daily).
2. Empty waste oil tank.

I. Pumps-Dispensers

1. Oil suction pump.
2. Maintain and replace gasoline hoses.
3. Maintain and replace pump glass.
4. Maintain, repair and replace air and water hoses, nozzles, couplings, and air chucks.
5. Maintain, repair and replace automatic nozzles.

J. Compressor

1. Drain water.
2. Add or change oil.
3. Maintain air filter.

K. Other Equipment

Maintain, repair and replace all component parts of motor oil cabinets, tire changer, driveway bell system, and all lubrication equipment.

L. Miscellaneous

1. Replace and repair all locks and keys, door closers and latches.
2. Lubricate overhead door tracks.
3. Replace electrical fuses.
4. Recharge fire extinguishers.
5. Take necessary pest-control measures.

AMENDMENT AGREEMENT

(Dealer Instrument)

~~0005~~
0541

THIS IS AN AGREEMENT, dated March 5, 1973, between SHELL OIL COMPANY, a Delaware corporation (herein called "Shell"), and Robert R. Hawley of 90 West 4th Street in Reno, Nevada (herein called "Dealer"):

AMENDING, effective as of May 1, 1973, and for good and valuable considerations acknowledged by both, the Dealer Lease between them dated March 5, 1973, relating to the automobile service station premises located at 90 West 4th Street in Reno, Nevada,

AS FOLLOWS: 3. RENT: Lessee shall pay Shell, as rent for each calendar month, the sum specified in the following schedule for each gallon of motor vehicle fuel delivered to the Premises during such month, but not less than minimum specified in that schedule for such month: (Prorated for any less period) MINIMUM

PERIOD	PER GALLON	PER MONTH
From <u>May 1</u> , 19 <u>73</u> , through <u>October 31</u> , 19 <u>73</u> :	<u>1.80 c</u>	<u>\$1,100.00</u>
From <u>November 1</u> , 19 <u>73</u> , through <u>April 30</u> , 19 <u>74</u> :	<u>1.80 c</u>	<u>\$650.00</u>
From <u>May 1</u> , 19 <u>74</u> , through <u>October 31</u> , 19 <u>74</u> :	<u>1.85 c</u>	<u>\$1,100.00</u>
From <u>November 1</u> , 19 <u>74</u> , through <u>April 30</u> , 19 <u>75</u> :	<u>1.85 c</u>	<u>\$650.00</u>
From <u>May 1</u> , 19 <u>75</u> , through <u>October 30</u> , 19 <u>75</u> :	<u>1.90 c</u>	<u>\$1,100.00</u>
From <u>November 1</u> , 19 <u>75</u> , through <u>April 30</u> , 19 <u>76</u> :	<u>1.90 c</u>	<u>\$650.00</u>

From -----, 19---, through -----, 19---: ----- c \$ -----
The rent shall be payable as it accrues at the time of each such delivery; and not later than the 15th of the following month, Lessee shall pay Shell any deficiency of the aggregate rent so paid, from the minimum rent for the month. Lessee shall keep, and permit Shell to inspect on demand, an accurate record of all motor vehicle fuel delivered to the Premises.

THE aforementioned instrument between Shell and Dealer, as heretofore and hereby amended, is confirmed and continued.

EXECUTED as of the date first herein specified.

SHELL OIL COMPANY

Robert R. Hawley
Robert R. Hawley "Dealer"

By Theresa M. Muff

DEALER AGREEMENT0666
0512

THIS IS AN AGREEMENT dated March 5, 1973 between SHELL OIL COMPANY, a Delaware corporation with offices at 2545 Fair Oaks Blvd. in Sacramento, California ("Shell"), and Robert R. Hawley of 90 West 4th Street in Reno, Nevada ("Dealer"):

1. **PRODUCTS—QUANTITIES.** Shell shall sell and deliver to Dealer, and Dealer shall purchase and accept from Shell, such quantities of "Shell" Motor Vehicle Fuels and Automotive Lubricants ("Products") as Dealer shall order from time to time during the continuance of this Agreement for delivery at Dealer's automobile service station or garage located at 90 West 4th Street in Reno, Nevada ("Dealer's Station"); but during each calendar month not more of such Motor Vehicle Fuels than 150% of whichever is the greater of

(a) Dealer's total purchases thereof at Dealer's Station during the same month of the preceding year, or (b) 65M gallons. The Products shall be of the kinds, grades, brands and quality being sold generally by Shell, at the time of delivery; from Shell's distributing plant from which deliveries are made to Dealer hereunder ("Shell's Plant").

2. **PERIOD.** This Agreement shall be in effect for the period beginning on May 1, 1973 and ending on April 30, 1976, but (a) may be terminated by Dealer at any time by giving Shell at least 90 days' notice, and (b) may be terminated by Shell by giving Dealer notice at least 30 days before, and effective on, the date when Dealer shall have been Shell's tenant of Dealer's Station premises for twelve successive full calendar months (whether or not all under Shell's present Lease thereof to Dealer).

3. **PRICES—TERMS.** The prices shall be: (a) for Motor Vehicle Fuels the dealer prices which Shell shall post at Shell's Plant, for the respective grades and brands delivered, in effect on date and for place of delivery; and (b) for Lubricants, Shell's dealer list prices for the respective grades, brands, containers and quantities delivered, in effect on date and for place of delivery, less any applicable listed discounts. Such posted or list prices may be determined at Shell's Plant. Dealer shall pay Shell for each delivery at the time thereof, by cash and/or certified or bank check or postal money order, as Shell may specify by reasonable advance notice to Dealer, or on such credit terms as Shell may elect to extend, which may be altered or revoked by Shell at any time by, and effective upon, notice to Dealer.

4. **DELIVERIES—CONTAINERS.** Deliveries shall be made at Dealer's Station by any means of transportation and in any containers Shell may select. Shell shall not be obligated to make any delivery outside of its usual business hours or, as to Motor Vehicle Fuels, in any quantity less than 9,000 gallons. All containers shall be non-returnable, unless specified by Shell from time to time as returnable, in which case the terms on which the containers are returnable and the charges payable by Dealer upon failure to return them shall be those established by Shell from time to time.

5. **SHELL'S IDENTIFICATIONS.** Dealer may use Shell's trademarks, brand names and color scheme ("Shell's identifications") to identify and advertise the Products at Dealer's Station. Dealer shall not sell, under Shell's identifications, any products other than the Products, or any mixture or adulteration of any of the Products with each other or with any other product or material. If Dealer ceases to purchase the Products, or if this Agreement terminates for any reason, Dealer shall immediately and completely discontinue the use of Shell's identifications. All signs and other advertising devices, heretofore or hereafter furnished by Shell to Dealer, shall remain Shell's property, shall be used solely in connection with Dealer's sale of the Products, and shall be returned to Shell immediately upon demand.

ARTICLES 6 THROUGH 13 OF THIS AGREEMENT ARE ON THE BACK OF THIS SHEET.

EXECUTED as of the date first herein specified.

SHELL OIL COMPANY

Robert R. Hawley
Robert R. Hawley Dealer

By *Thompson*

6. **CREDIT CARDS.** If and so long as Shell elects to issue or authorize credit cards or other credit identifications, and Dealer elects to honor them when presented for purchases at Dealer's Station of petroleum products, other merchandise and services: Dealer shall so honor such cards and identifications, and account for all such transactions, in strict compliance with the terms and conditions appearing thereon, and with Shell's rules and regulations applicable thereto. Shell shall accept from Dealer all invoices or other evidences of debt issued on such cards or identifications so honored, and credit to Dealer's account with Shell the net amount of each, less any charge to Dealer by Shell at the time in effect under those rules and regulations. However, Dealer shall refund to Shell on demand the amount so credited for each such invoice or other evidence of debt, the issuance of which was not authorized and/or all or any part of which is for any reason disputed.

7. **TAXES.** Any tax, duty, charge or fee now or hereafter levied on the Products or on Shell, or required to be paid or collected by Shell, by reason of the delivery, sale or use of the Products, shall be paid by Dealer in addition to the prices of the Products, insofar as the same is not expressly included in such prices.

8. **CLAIMS.** Shell shall have no liability to Dealer for any defect in quality or shortage in quantity of the Products, unless Dealer gives Shell notice of Dealer's claim within five days after delivery of the Products in question, and Shell is given reasonable opportunity to inspect such Products. Shell shall have no liability to Dealer for any other claim, and Dealer shall have no liability to Shell for any claim (except for indebtedness or relating to equipment), arising directly or indirectly out of or in connection with this Agreement or any sales or deliveries of petroleum products by Shell to Dealer hereunder or otherwise, unless the claimant gives the other party notice of the claim (setting forth fully the facts on which it is based) within 90 days after the date of the sale, delivery or other transaction or occurrence giving rise to the claim.

9. **EXCUSES FOR NONPERFORMANCE.** Shell shall be excused from performance of its obligations under this Agreement when and to the extent that such performance is delayed or prevented by any cause reasonably beyond Shell's control. If Shell's supply of any Product at Shell's Plant is or will be insufficient, at any time and for any reason, for Shell to fill all orders which normally are or would be filled therefrom, Shell may discontinue deliveries of such Product hereunder or apportion deliveries thereof among orders received from Dealer and from other purchasers, in such manner as Shell, in its sole discretion, may determine.

10. **ASSIGNABILITY.** Neither this Agreement nor any claim against Shell arising directly or indirectly out of or in connection with this Agreement shall be assignable by Dealer or by operation of law, without Shell's prior written consent.

11. **REMEDIES—WAIVER.** If Dealer breaches any of the provisions of this Agreement, or if Dealer defaults in payment of any indebtedness to Shell (whether under this Agreement or otherwise), or in event of Dealer's death: Shell shall have the right to suspend deliveries hereunder or to terminate this Agreement by notice to Dealer, without prejudice to any other rights or remedies Shell may have hereunder or by law. Shell's right to require strict performance of Dealer's obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

12. **NOTICES.** All notices hereunder shall be in writing, may be given to Dealer by personal service or to either Dealer or Shell by certified or registered letter or telegram, and, in the latter instances, shall be deemed given when the letter is deposited in the mail or the telegram with the telegraph company, postage or charges prepaid, and directed to the party for whom intended at such party's address first herein specified, or such other address as such party may have substituted therefor by notice so given to the other.

13. **ENTIRETY—RELEASE—EXECUTION.** This Agreement comprises the entire agreement, and merges and supersedes all prior agreements, representations and warranties (oral or written, express or implied), between Shell and Dealer concerning the subject matter or in consideration hereof. All such prior agreements are hereby terminated as of the beginning date of the period hereof; and Shell and Dealer hereby release each other from all claims which each now has against the other (whether or not now known to either), arising directly or indirectly out of or in connection with any such prior agreement or any sales or deliveries of petroleum products by Shell to Dealer thereunder or otherwise, prior to such beginning date, excepting, however, claims of Shell against Dealer for indebtedness or relating to equipment. Neither this Agreement nor any subsequent agreement amending, supplementing or terminating this Agreement shall be binding on Shell unless and until it is signed for Shell by a representative duly authorized by its Board of Directors.

DEALER CONTRACT

0514

THIS IS A CONTRACT dated January 16, 19 75 between SHELL OIL COMPANY, a Delaware corporation with offices at 2545 Fair Oaks Blvd. in Sacramento, California ("Shell"), and Rissones of 11 East 4th Street in Reno, Nevada ("Dealer"):

1. PRODUCTS—QUANTITIES. Shell shall sell and deliver to Dealer, and Dealer shall purchase and accept from Shell, such quantities of "Shell" Motor Vehicle Fuels and Automotive Lubricants ("Products") as Dealer shall order from time to time during the continuance of this Contract for delivery at Dealer's automobile service station or garage located at

11 East 4th Street in Reno, Nevada ("Dealer's Station"); but during each calendar month not less than 50%, nor more than 105%, of whichever is the greater of (a) Dealer's total purchases of the Products at Dealer's Station during the same month of the preceding year, or (b) the following respective Estimated Requirements (in gallons):

PRODUCT	ESTIMATED REQUIREMENTS	MINIMUM DELIVERY
Gasolines	475,000	8,650
"Dieselines"	-0-	-0-
Lubricants	1,500	

The Products shall be of the kinds, grades, brands and quality being sold generally by Shell, at the time of delivery, from Shell's distributing plant from which deliveries are made to Dealer hereunder ("Shell's Plant").

2. PERIOD. This Contract shall be in effect for a primary period beginning February 1, 19 75 and ending January 31, 19 76, and shall be extended thereafter for succeeding periods of one year each, but only if either Shell or Dealer offers to extend the same for the first or next such period (as the case may be), by giving the other notice at least 30 days before the beginning date of that period, and the other fails to reject such offer by giving the offeror notice at least 10 days before that.

3. PRICES—TERMS. The prices shall be: (a) for Motor Vehicle Fuels the dealer prices which Shell shall post at Shell's Plant, for the respective grades and brands delivered, in effect on date and for place of delivery; and (b) for Lubricants, Shell's dealer list prices for the respective grades, brands, containers and quantities delivered, in effect on date and for place of delivery, less any applicable listed discounts. Such posted or list prices may be determined at Shell's Plant. Dealer shall pay Shell for each delivery at the time thereof, by cash and/or certified or bank check or postal money order, as Shell may specify by reasonable advance notice to Dealer, or on such credit terms as Shell may elect to extend, which may be altered or revoked by Shell at any time by, and effective upon, notice to Dealer.

4. DELIVERIES—CONTAINERS. Deliveries shall be made at Dealer's Station by any means of transportation and in any containers Shell may select. Shell shall not be obligated to make any delivery outside of its usual business hours or, as to Motor Vehicle Fuels, in any quantities less than the respective Minimum Delivery quantities specified in article 1. All containers shall be non-returnable, unless specified by Shell from time to time as returnable, in which case the terms on which the containers are returnable and the charges payable by Dealer upon failure to return them shall be those established by Shell from time to time.

ARTICLES 5 THROUGH 18 OF THIS CONTRACT ARE ON THE INSIDE OF THIS FOLDER.

EXECUTED as of the date first herein specified.

SHELL OIL COMPANY

By

Rissones

Dealer

~~055~~

5. **SHELL'S IDENTIFICATIONS.** Dealer may use Shell's trademarks, brand names and color scheme ("Shell's identifications") to identify and advertise the Products at Dealer's Station. Dealer shall not sell, under Shell's identifications, any products other than the Products, or any mixture or adulteration of any of the Products with each other or with any other product or material. If Dealer ceases to purchase the Products, or if this Contract terminates for any reason, Dealer shall immediately and completely discontinue the use of Shell's identifications. All signs and other advertising devices, heretofore or hereafter furnished by Shell to Dealer, shall remain Shell's property, shall be used solely in connection with Dealer's sale of the Products, and shall be returned to Shell immediately upon demand.

6. **CREDIT CARDS.** If and so long as Shell elects to issue or authorize credit cards or other credit identifications, and Dealer elects to honor them when presented for purchases at Dealer's Station of petroleum products, other merchandise and services: Dealer shall so honor such cards and identifications, and account for all such transactions, in strict compliance with the terms and conditions appearing thereon, and with Shell's rules and regulations applicable thereto. Shell shall accept from Dealer all invoices or other evidences of debt issued on such cards or identifications so honored, and credit to Dealer's account with Shell the net amount of each, less any charge to Dealer by Shell at the time in effect under those rules and regulations. However, Dealer shall refund to Shell on demand the amount so credited for each such invoice or other evidence of debt, the issuance of which was not authorized and/or all or any part of which is for any reason disputed.

7. **TAXES.** Any tax, duty, charge or fee now or hereafter levied on the Products or on Shell, or required to be paid or collected by Shell, by reason of the delivery, sale or use of the Products, shall be paid by Dealer in addition to the prices of the Products, insofar as the same is not expressly included in such prices.

8. **CLAIMS.** Shell shall have no liability to Dealer for any defect in quality or shortage in quantity of the Products, unless Dealer gives Shell notice of Dealer's claim within five days after delivery of the Products in question, and Shell is given reasonable opportunity to inspect such Products. Shell shall have no liability to Dealer for any other claim, and Dealer shall have no liability to Shell for any claim (except for indebtedness or relating to equipment), arising directly or indirectly out of or in connection with this Contract or any sales or deliveries of petroleum products by Shell to Dealer hereunder or otherwise, unless the claimant gives the other party notice of the claim (setting forth fully the facts on which it is based) within 90 days after the date of the sale, delivery or other transaction or occurrence giving rise to the claim.

9. **EXCUSES FOR NONPERFORMANCE.** Shell shall be excused from performance of its obligations under this Contract when and to the extent that such performance is delayed or prevented by any cause reasonably beyond Shell's control. If Shell's supply of any Product at Shell's Plant is or will be insufficient, at any time and for any reason, for Shell to fill all orders which normally are or would be filled therefrom, Shell may discontinue deliveries of such Product hereunder or apportion deliveries thereof among orders received from Dealer and from other purchasers, in such manner as Shell, in its sole discretion, may determine.

10. **ASSIGNABILITY.** Neither this Contract nor any claim against Shell arising directly or indirectly out of or in connection with this Contract shall be assignable by Dealer or by operation of law, without Shell's prior written consent.

11. **REMEDIES—WAIVER.** If Dealer breaches any of the provisions of this Contract, or if Dealer defaults in payment of any indebtedness to Shell (whether under this Contract or otherwise), or in event of Dealer's death: Shell shall have the right to suspend deliveries hereunder or to terminate this Contract by notice to Dealer, without prejudice to any other rights or remedies Shell may have hereunder or by law. Shell's right to require strict performance of Dealer's obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

12. NOTICES. All notices hereunder shall be in writing, may be given to Dealer by personal service or to either Dealer or Shell by certified or registered letter or telegram, and, in the latter instances, shall be deemed given when the letter is deposited in the mail or the telegram with the telegraph company, postage or charges prepaid, and directed to the party for whom intended at such party's address first herein specified, or such other address as such party may have substituted therefor by notice so given to the other.

13. ENTIRETY—RELEASE—EXECUTION. This Contract comprises the entire agreement, and merges and supersedes all prior agreements, representations and warranties (oral or written, express or implied), between Shell and Dealer concerning the subject matter or in consideration hereof. All such prior contracts are hereby terminated as of the beginning date of the period hereof; and Shell and Dealer hereby release each other from all claims which each now has against the other (whether or not now known to either), arising directly or indirectly out of, or in connection with any such prior contract or any sales or deliveries of petroleum products by Shell to Dealer thereunder or otherwise, prior to such beginning date, excepting, however, claims of Shell against Dealer for indebtedness or relating to equipment. Each extension of this Contract shall constitute a separate mutual release between Shell and Dealer to the same effect as the foregoing, but effective as of the beginning date of such extension, and referring to this Contract instead of any prior contract between Shell and Dealer (which release shall be in addition and without prejudice to any releases effected by article 8). Neither this Contract nor any subsequent agreement amending, supplementing or terminating this Contract shall be binding on Shell unless and until it is signed for Shell by a representative duly authorized by its Board of Directors.

EQUIPMENT LOAN PROVISIONS

14. LOAN. Shell hereby loans to Dealer the equipment which is described in the Equipment List on the back of this folder, and is now or hereafter to be located on Dealer's Station premises. Dealer acknowledges receipt of all of the equipment in good and safe condition and repair. All other equipment (if any) furnished by Shell to Dealer during the continuance of this Contract, to be located on Dealer's Station premises, shall be subject to the provisions of this Contract.

15. USE. Dealer shall not remove or permit removal of the equipment or any part thereof from the premises; shall maintain the equipment in good repair and efficient operating condition; and shall return the same to Shell, immediately upon any termination of this Contract, in as good condition as when received by Dealer, excepting only reasonable wear and tear and damage by fire or other casualty not resulting from acts or omissions of Dealer or Dealer's employees. Shell shall have the right to inspect, repair and paint the equipment, and to enter the premises at any time for those purposes.

16. CHARGES. Dealer shall pay all taxes, assessments, license, permit and inspection fees, and other governmental charges on the equipment or on Shell or Dealer with respect to the possession or use thereof or the business conducted in connection therewith.

17. INDEMNITY. Dealer shall indemnify Shell against all claims and liability for injury or death of persons or damage to property caused by or happening in connection with the equipment or the condition, maintenance, possession or use thereof.

18. OWNERSHIP AND REMOVAL BY SHELL. All of the equipment shall remain Shell's personal property, notwithstanding any attachment thereof to the premises; and Shell may enter the premises and remove therefrom all or any part of the equipment within 60 days after any termination of this Contract. If, after any such termination, the equipment or any part thereof remains on the premises because Dealer or a third party has purchased the same, Dealer shall immediately remove or cause to be removed therefrom all of Shell's identifications; and if Dealer fails so to do, Shell may enter the premises and, at Dealer's expense, remove Shell's identifications from the equipment.

EQUIPMENT LIST

~~0547~~ 0547

CONSENT AND AGREEMENT

THE UNDERSIGNED, being the owner(s) and/or mortgagee(s) of the premises on which is located the service station or garage operated by the party called "Dealer" in the foregoing Dealer Contract and herein, for good and valuable consideration received from Shell Oil Company ("Shell"), hereby: consents to the installation and maintenance on the premises of the equipment described in or hereafter subject to that Contract; acknowledges Shell's ownership of such equipment, right to remove the same from the premises, and right to enter the premises for the purpose of inspecting, repairing, painting or removing the equipment, all as provided in the Contract; and waives all rights of distraint or lien on the equipment for rent or any other indebtedness which Dealer may now or hereafter owe to the Undersigned or any of them.

EXECUTED on....., 19.....

Address of each Owner or Mortgagee:

.....
Owner
.....
Owner
.....
Mortgagee
.....
Mortgagee

11473

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PETROLEUM PRODUCTS

CONTRACT

MERKLEY AND HANKINS

ELKO, NEVADA

JOBBER CONTRACT

~~0243~~ 0549

THIS IS A CONTRACT, dated April 7, 1973, between **SHELL OIL COMPANY**, a Delaware corporation with offices at 2545 Fair Oaks Blvd. in Sacramento, California (herein called "Shell"), and Paul Hankins DBA Merkley and Hankins an individual with offices at 11th and Silver Street in Elko, Nevada (herein called "Buyer").

1. **PRODUCTS—QUANTITIES.** Shell shall sell and deliver to Buyer, and Buyer shall purchase and receive from Shell, such quantities as Buyer shall order from time to time, of the respective "Shell" Products for which minimum and maximum quantities are specified in the following schedule, but not less nor more (except at Shell's option) of each Product, during each contract year, than the respective minimum and maximum quantities thereof specified in the schedule (in gallons unless otherwise specified):

"SHELL" PRODUCT	QUANTITIES (gallons)		"SHELL" PRODUCT	QUANTITIES (gallons)	
	MINIMUM	MAXIMUM		MINIMUM	MAXIMUM
Regular Gasoline	600,000	1,200,000	Kerosene	none	none
Super Regular Gasoline	100,000	200,000	Range Fuel	none	none
"Super Shell" Gasoline	250,000	500,000	Stove Oil	80,000	160,000
Aviation Gasoline:			Furnace Oil	91,000	182,000
Grade 80	none	none	Premium "Dieseline"	none	none
Grade 91	none	none	"Dieseline" 50 <i>PH</i>	151,000	302,000
Grade 100	none	none	"Dieseline" 50	none	none
Grade 115	none	none	No. 4 Fuel Oil	none	none
Aviation Turbine Fuels	none	none	Light Fuel Oil	none	none
Automotive Lubricants	9,000	18,000	No. 5 Fuel Oil	none	none
Aviation Lubricants	750	1,500	Medium Fuel Oil	none	none
Marine Lubricants	none	none	No. 6 Fuel Oil	none	none
Industrial Lubricants	1,250	2,500	Industrial Fuel Oil	none	none
Specialties	250	2,500	TBA	10,000	30,000
Anti-Freeze	250	1,000			

2. PRICES

- (a) *Lubricants And Specialties.* The price for each Product shall be Shell's jobber list price for such Product, applicable to the grade, brand, container and quantity delivered, in effect on the date and for the destination of delivery, less any applicable listed discounts.
- (b) *All Other Products.* The price for each Product, f.o.b. the destination of delivery, shall be the jobber price which Shell shall post for such Product and destination in effect on the date of delivery. Such price shall be posted at Shell's offices hereinbefore specified or at such other place as Shell may designate by notice to Buyer.
- (c) *Payment.* Payments shall be made in cash on delivery or on such credit terms as may be extended by Shell, which may be altered or revoked by Shell at any time.

3. **PERIOD.** This Contract shall be in effect for a primary period beginning on May 4, 1973, and ending on May 3, 1974, and thereafter for succeeding periods of One (1) year(s) each, but may be terminated by either Shell or Buyer, effective at the end of the primary or any such succeeding period, by giving the other at least ninety days' prior notice.

4. **DELIVERIES.** Buyer shall purchase and receive each Product in approximately equal quantities during each calendar month, subject to seasonal variations in Buyer's requirements. Shell shall not be obligated to make any delivery; (a) at, or for shipment to, any destination(s) other than Elko Nevada and Carlin, Nevada; or (b) in bulk in any quantity of any Product less than a full tank car or transport truck or truck-and-trailer quantity; or (c) unless Buyer has delivered to Shell, at its offices hereinbefore specified or at such other place as Shell may designate by notice to Buyer, Buyer's written order (with shipping instructions, if any) at least five days before the date on which Buyer desires shipment to be made.

5. **SALES PROMOTION.** Buyer shall have primary responsibility for promoting and increasing sales of the Products within the territory outlined in red on the map attached hereto. Buyer shall discharge that responsibility vigorously and effectively, always using Buyer's best efforts to promote and increase such sales, and maintaining stocks of the Products, as well as storage, sales and service facilities, adequate to that end. However, Buyer's right to sell the Products shall not be either restricted to that territory or exclusive within it (Shell specifically reserving the unqualified right to sell any of the Products to any purchasers within the territory).

6. **SHELL'S IDENTIFICATIONS.** During the continuance of this Contract, Buyer shall have the non-exclusive rights to use Shell's trademarks, brand names and color scheme ("Shell's identifications") to identify and advertise the Gasolines and, in connection therewith, the other Products purchased hereunder, and to grant that right to purchasers from Buyer for resale of such Gasolines and other Products therewith, on the same conditions as the following. Buyer shall not use any of Shell's identifications to identify or advertise any products other than the Products, or any mixture or adulteration of any of the Products with each other or with any other product or material. If Buyer ceases to purchase the Products hereunder, or if this Contract terminates for any reason, Buyer shall immediately and completely discontinue the use of Shell's identifications, and refrain from the use of any identifications similar to any thereof; and if Buyer fails so to do, Shell shall have the right, at Buyer's expense, to enter any premises occupied or controlled by Buyer, and to remove, obliterate, paint over or otherwise destroy Shell's or any similar identifications wherever found.

7. **ADVERTISING EQUIPMENT.** All signs and other advertising equipment, heretofore or hereafter loaned, given or sold by Shell to Buyer, shall be used solely in connection with Buyer's sale of the Products, and shall be returned by Buyer to Shell immediately upon Shell's demand and, as to such equipment originally sold by Shell to Buyer, upon Shell's repurchase thereof by paying Buyer a price equal to that paid by Buyer to Shell therefor, less depreciation at the rate of 12½ % of such price per year.

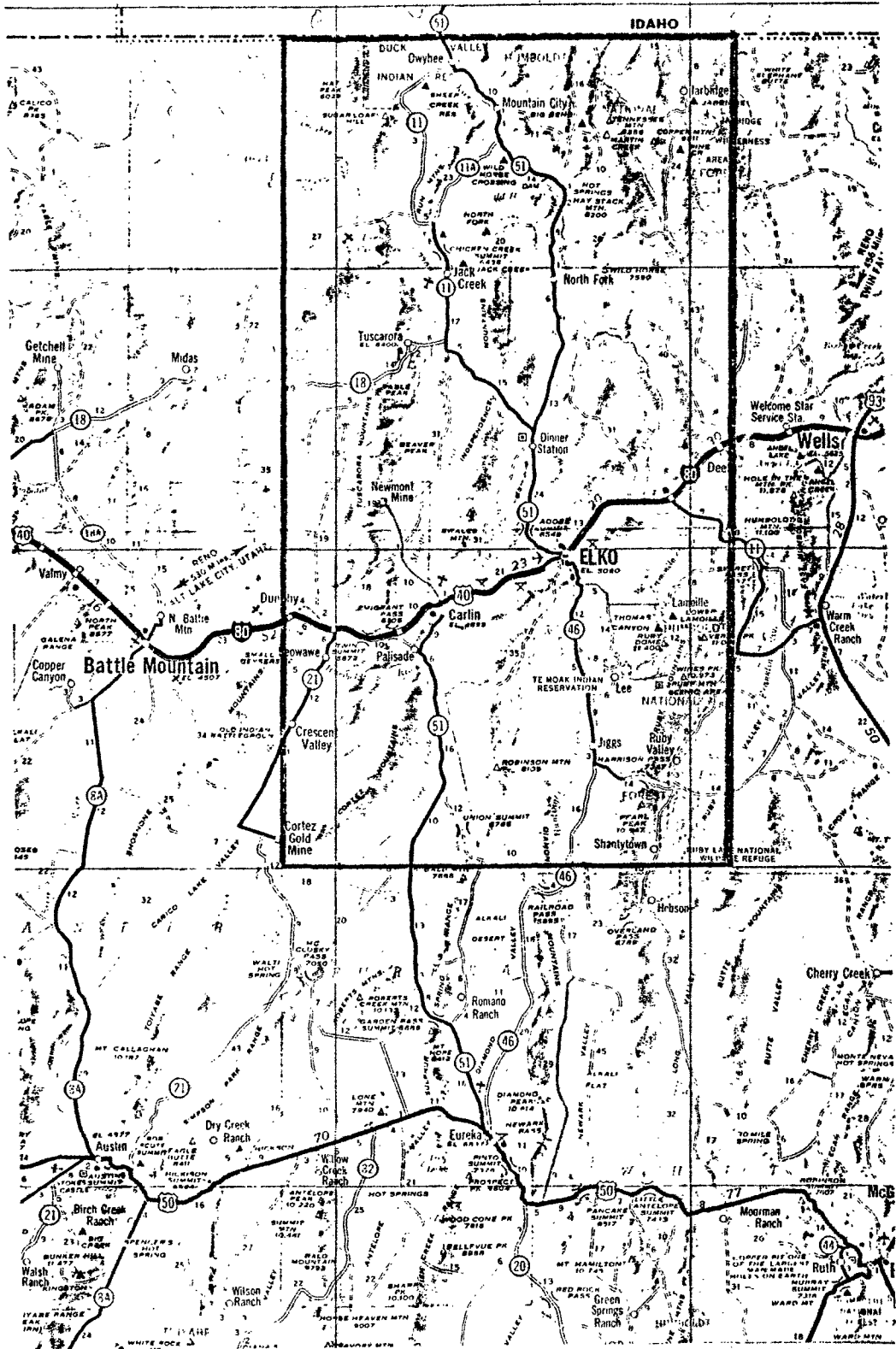
8. **CREDIT CARDS.** If and so long as Shell issues or authorizes credit cards or other credit identifications, and Buyer and Buyer's dealers elect to honor them when presented to Buyer or Buyer's dealers for purchases of petroleum products, other merchandise and services: Buyer and Buyer's dealers shall so honor such cards and identifications, and account for all such transactions, in strict compliance with the terms and conditions appearing thereon, and with Shell's rules and regulations applicable thereto. Buyer shall accept from Buyer's dealers, and Shell shall accept from Buyer, all invoices or other evidences of debt issued on such cards or identifications so honored by Buyer or Buyer's dealers, and credit to Buyer's account with Shell the net amount of each, less any charge to Buyer by Shell at any time in effect under those rules and regulations. However, Buyer shall refund to Shell on demand the amount so credited for each such invoice or other evidence of debt, the issuance of which was not authorized and/or all or any part of which is for any reason disputed.

9. **SHELL'S CONTRACT ACCOUNTS.** If Shell desires Buyer to deliver Products in Buyer's territory to any customer of Shell now or hereafter having a contract with Shell (either written or oral) for the purchase of Products, Shell shall notify Buyer of the name of such customer; and thereafter and until contrary notice from Shell, Buyer shall deliver to such customer such Products as the customer or Shell may direct. Buyer shall obtain receipts for all Products so delivered and make such reports relating thereto as Shell may request; but Shell shall bill each customer for all Products so delivered. Such Products shall be considered returned to Shell by Buyer, and Shell shall credit Buyer's account therefor at the price per gallon charged Buyer by Shell for Buyer's last purchase from Shell of a like Product previous to each such delivery, plus taxes and other governmental charges paid by Buyer with respect to the Products so delivered. For Buyer's services under this article, Shell shall pay Buyer Shell's established fees for such services by jobbers, as at the time in effect.

10. **PURCHASE OPTION.** If at any time or times during the continuance of this Contract, Buyer receives an acceptable bona fide offer from, or makes such an offer to, any ready, willing and able party for purchase, lease, sublease or other acquisition of Buyer's oil business or any of Buyer's bulk depot, service station or oil business properties, Buyer shall give Shell notice, setting forth the name and address of such party and the price and terms of the offer, and accompanied by Buyer's affidavit that the offer is bona fide. Shell shall thereupon have the prior option to purchase, lease, sublease or otherwise acquire such business or properties at the price and on the terms of the offer, exercisable by Shell by giving Buyer notice within forty-five days after receipt of Buyer's notice to Shell of the offer. If Shell exercises this option, its obligation to consummate the acquisition shall be contingent on Buyer's ability to convey titles which are satisfactory to Shell's attorneys. If Shell does not exercise this option, Buyer shall not deliver possession of any of Buyer's properties to the acquiring party within ninety days after the date of Buyer's notice to Shell. Shell's failure at any time to exercise this option shall not terminate this Contract or this option or release Buyer from any of Buyer's obligations under this Contract.

11. **BUYER'S CORPORATE CHANGES.** If Buyer is a corporation, and any change occurs in the ownership of a controlling interest in Buyer's capital stock or in Buyer's directors or officers, Shell shall have the right to suspend deliveries hereunder or to terminate this Contract by notice to Buyer.

12. **OTHER PROVISIONS.** The remaining provisions of this Contract are articles A through I on the printed Petroleum Products Contract folder bearing the date first herein specified and Shell's and Buyer's executions of this Contract.



*ECM
P/B*

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A. TAXES: Any tax, duty, charge or fee, now or hereafter levied on the Products, or on the raw or processed products from which the Products are manufactured or blended, or on Shell, or required to be paid or collected by Shell, by reason of the production, manufacture, blending, inspection, storage, withdrawal, sale, distribution, transportation, delivery or use of the Products, or any feature thereof, shall be paid by Buyer, in addition to the prices specified herein, insofar as not expressly included in such prices.

B. CLAIMS: Shell shall have no liability to Buyer for any defect in quality or shortage in quantity of Products delivered, unless: (1) Buyer gives Shell notice of Buyer's claim within forty-eight (48) hours after arrival at destination of delivery of the Products in question, or in case of any latent defect in quality, within forty-eight (48) hours after Buyer's discovery of such defect; (2) Shell is given a reasonable opportunity to inspect such Products; and (3) in case of delivery by tank car or vessel, the claim, if for anything other than latent defect in quality, is allowed by Shell before the product is unloaded from the tank car or vessel. Shell shall have no liability for any defect or shortage of any Products delivered in vessels, tank cars, trucks, or containers furnished by Buyer. Shell shall have no liability to Buyer for any other claim, and Buyer shall have no liability to Shell for any claim (except for indebtedness or relating to equipment), arising directly or indirectly out of or in connection with this Contract or any sales or deliveries of Products by Shell to Buyer, unless the claimant gives the other party notice of the claim within ninety (90) days after the date of the sale, delivery or other transaction or occurrence giving rise to the claim. Every notice of claim shall set forth fully the facts on which the claim is based.

C. EXCUSES FOR NON-PERFORMANCE: Either Shell or Buyer shall be excused from its obligations hereunder if its performance thereof is delayed or prevented by any circumstance reasonably beyond its control, or by fire, explosion, breakdown of machinery or equipment, riots, strikes, labor disputes, voluntary or involuntary compliance with any law, order, regulation, recommendation or request of any governmental authority or person purporting to act hereunder, total or partial failure of the usual means of transportation of the Products, or inability to obtain materials used in their manufacture. If, by reason of any of the foregoing, there should be a shortage of or interference with Shell's supplies of any Product from any of Shell's sources of such supplies for any place or places (whether or not destinations for delivery hereunder): Shell shall have no obligation to purchase supplies to enable it to perform this Contract, but may apportion its available supplies among buyers (whether contract or non-contract) in such manner as it, in its judgment, deems equitable, and the quantities of the Product consequently undelivered shall be deducted from the obligated quantities of such Product hereunder.

D. ASSIGNABILITY: Neither this Contract nor any claim against Shell arising directly or indirectly out of or in connection with this Contract shall be assignable by Buyer or by operation of law, except with the written consent of Shell.

E. ENTIRETY-RELEASE-EXECUTION: THIS CONTRACT COMPRISES THE ENTIRE AGREEMENT BETWEEN SHELL AND BUYER, AND THERE ARE NO AGREEMENTS, UNDERSTANDINGS, CONDITIONS, WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OR IN CONSIDERATION HEREOF, THAT ARE NOT MERGED HEREIN OR SUPERSEDED HEREBY. All prior contracts between Shell and Buyer concerning the subject matter hereof are hereby terminated as of the beginning date of the period hereof; and Shell and Buyer hereby release each other from all claims which each now has against the other, (whether or not now known to either), arising directly or indirectly out of or in connection with any such prior contract or any sales or deliveries of petroleum products by Shell to Buyer thereunder, prior to such beginning date, excepting, however, claims of Shell against Buyer for indebtedness or relating to equipment. Neither this Contract nor any subsequent agreement amending or supplementing this Contract shall be binding on Shell unless and until it has been signed in Shell's behalf by a representative duly authorized by its Board of Directors; and commencement of performance hereunder or under any such subsequent agreement shall not constitute a waiver of this requirement.

ARTICLES F TO I ON THE BACK HEREOF ARE PART OF THIS CONTRACT.

EXECUTED as of _____, 19 _____

By *Paul H. Anderson*
.....
(Title of officer or agent) "Buyer"

SHELL OIL COMPANY
By *E. C. Kauer*
.....
(Title of officer or agent) "Shell"

F. PRODUCTS (Continued)

(1) *Additional.* The sales and purchases of any "Shell" products other than the Products, which Buyer desires to purchase from Shell and Shell elects to sell to Buyer, shall be on the terms and conditions of this Contract, except as otherwise agreed in writing.

(2) *Change-Discontinuance.* Shell may at any time change the grade, specification, characteristics, delivery package, brand name or other distinctive designation of any Product, and such Product as so changed shall remain fully subject to this Contract. Shell may at any time discontinue the sale of any Product at its plant or other place from which deliveries are ordinarily made hereunder, in which event both Shell and Buyer shall be relieved of any further obligation hereunder with respect thereto.

G. DELIVERIES (Continued)

(1) *General.* Shell may deliver any Product in any delivery equipment or containers, by any means of transportation and from any shipping point that Shell may select. Delivery by Shell into any equipment or container furnished by Buyer at any point shall constitute delivery to Buyer. Quantities delivered in bulk shall be determined in accordance with Shell's established practice at the shipping point. All containers in which Products are delivered shall be non-returnable, unless specified by Shell as returnable, in which case the terms on which they are returnable and the charges payable by Buyer on failure to return them shall be those established by Shell from time to time.

(2) *Tank Cars.* As to any shipment by tank car, Buyer shall not divert the tank car from its destination originally billed by Shell. Buyer shall provide facilities for unloading each tank car, shall unload the same promptly, at Buyer's own expense and risk, and pay all of the carrier's demurrage and stand-by charges, and shall indemnify Shell against all claims arising out of unloading operations. Buyer shall mail bills of lading for empty tank cars to Shell at its address first herein specified, within 48 hours after each car is available for unloading; and for each day or fraction thereof that unloading is delayed beyond such period, Buyer shall pay Shell \$2.00 per car (in addition to paying the carrier's demurrage charges). Buyer shall comply with Shell's instructions for return of empty tank cars, and shall reimburse Shell fully for any excess mileage paid by Shell on account of Buyer's error.

H. **REMEDIES-WAIVER:** In event of Buyer's breach of any of the provisions of this Contract; or Buyer's default in payment of any indebtedness to Shell, whether under this Contract or otherwise; or any voluntary or involuntary bankruptcy, receivership, insolvency or reorganization proceedings of or against Buyer; or Buyer's death, disappearance, insanity or incarceration; Shell shall have the right, in addition to any other rights or remedies it may have, to suspend deliveries hereunder or to terminate this Contract by notice to Buyer. Shell's right to require strict performance of Buyer's obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

I. GENERAL.

(1) *Notices.* All notices hereunder shall be given only by certified or registered letter or telegram, and shall be deemed given when the letter is deposited in the United States mail or the telegram filed with a telegraph company, postage or charges prepaid, and addressed to Shell or Buyer (as the case may be) at its address first herein specified, or at such other address as it may have substituted therefor by proper notice to the other.

(2) *Definitions.* Whenever used in this Contract: "Product" means any product covered by this Contract; "Lubricants" means lubricating oils, fluids and greases; "contract year" means any year beginning on the beginning date of the period of this Contract or on any anniversary thereof, and ending on the day before the next succeeding anniversary thereof; "container" means any container having a capacity of 55 gallons or less; and "gallon" means 231 cubic inches of fluids or, with respect to greases, eight pounds thereof.



RETAIL TRAINING AGREEMENT

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D-305-2 (Rev. 4-74)

This is an AGREEMENT executed and dated _____, 19____,

between SHELL OIL COMPANY (herein called "SHELL") and _____

_____ of _____ in _____

(Address)

(herein called "TRAINEE").

SHELL conducts a Retail Training Program for its Retailers or candidates to assist them in the development of sound merchandising and management practices to better enable them to serve the motoring public; and TRAINEE is desirous of attending SHELL'S Retail training courses; therefore, in consideration of the mutual benefits to be derived from this training by each party, it is agreed as follows:

1. SHELL agrees to permit TRAINEE to attend its Retail Training Program at the _____ Dealer Management Development Center.

2. TRAINEE agrees to attend all of the instruction sessions and to participate fully in all phases of the Retail Training Program. TRAINEE also understands and agrees that he must complete the program to SHELL'S satisfaction and be otherwise approved by Shell Management before becoming a Shell Retailer. This agreement may be terminated by SHELL, if TRAINEE incurs two (2) unexcused absences.

3. In order to reimburse TRAINEE for expenses he may incur as a result of attending, SHELL agrees to pay to TRAINEE the sum of \$_____ for each full day of the program successfully completed. In addition, SHELL agrees to reimburse TRAINEE for the following travel expenses:

In consideration of the payment of the aforesaid sum(s) and the benefits to be derived by the TRAINEE hereunder, TRAINEE for himself, his heirs, executors, administrators and assigns, does hereby forever release and discharge SHELL from any and all liability for personal injury or death or property damage in any way incurred or suffered by him arising out of, resulting from, or in connection with, his participation in said retail training program.

4. This Agreement is limited to the Retail Training Program and none of its provisions shall in any way be construed to make the TRAINEE an employee, agent or servant of SHELL or in any way eligible to receive any of the benefits which normally accrue to employees of SHELL.

5. This instrument contains the complete understanding existing between the parties relating to the subject matter of this Agreement.

SHELL OIL COMPANY

TRAINEE _____ BY _____

STATION LOCATION AND NUMBER

DISTRICT

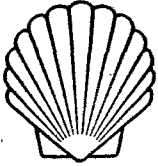
FEATURES AVAILABLE TO CHEVRON DEALERS

The interview provides an opportunity for the applicant and Representative to identify the features they have that will provide a contribution. Some suggested key features that are available to Chevron dealers include:

1. Quality petroleum products.
2. Complete Atlas accessory line tailored exclusively for service stations.
3. Selected supplementary line of name brand accessories other than Atlas.
4. Accessory discount plan.
5. Accessory specials.
6. Equipment program.
7. Full line of car care, specification, product, and service and sales guides.
8. Easy payment plan for credit card customers.
9. Cooperative advertising.
10. 5-year dealer leases.
11. Bulletins to communicate industry changes.
12. Chevron dealer training, seminars, and communication panel for business growth.
13. Professional financial counseling.
14. Group Life Insurance — Hospital, Medical, Dental Plan — Retirement Plan — Standard Oil Company of California Stock Investment Plan — Property, Liability and Crime Insurance — Long-Term Disability Plan.

VERIFICATION OF PREVIOUS EMPLOYMENT INFORMATION

A verification of previous employment information may provide final data necessary to assure that a prospect is a qualified candidate and should be considered for a station along with other qualified candidates. Sources for verification include credit bureaus, previous employers, and personal references.



SHELL OIL COMPANY

ONE SHELL PLAZA
P.O. BOX 2463
HOUSTON, TEXAS 77001

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Dear Shell Dealer:

Enclosed are your copies of the documents recently executed by you and Shell. We welcome with great pleasure the establishment of this relationship.

We firmly believe that merchandise should be sold on its quality, price and public acceptance rather than by contractual provisions.

This belief guides us in the marketing of tires, batteries and accessories and we particularly want you to know that you are free to buy them from the supplier of your choice.

Of course, we will solicit your business for these items because we believe that we can offer to you a line of quality products with good consumer acceptance and because we think they will contribute to your overall success as a service station dealer. We hope that you, in the exercise of your independent judgment, will buy from us.

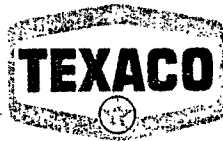
Yours very truly,

SHELL OIL COMPANY

J. B. Henderson
Vice President Marketing

Enclosures

SAMPLE LETTER



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SALES DEPARTMENT—U. S.
LOS ANGELES REGION
G. M. BICKEL, Jr.
DISTRICT SALES MANAGER

PETROLEUM PRODUCTS

TEXACO INC.
251 EAST VALLEY BLVD.
COLTON, CALIFORNIA 92324
(714) 825-9800

December 2, 1974

Mr. Clarence D. Pugh
207 Shoshone Lane
Henderson, Nevada 89015

Re: TEXACO SERVICE STATION
432 So. Boulder Hwy. & Basic
Henderson, Nevada 89013

Dear Mr. Pugh:

In connection with your interest in leasing and operating the above Texaco service station, the following information concerning this station is submitted for your consideration:

- (1) The annual gallonage volume history for the past three years has been as follows:

1972 - 23,275 per month
1973 - 24,318 per month
1974 - 25,999 per month (through October)

- (2) The previous retailers for the past three years and their last known addresses are as follows:

D. Nielson, 263 Kansas, Henderson, Nev.
Pat Judd, 1818 Rexford Dr. #1, Las Vegas, Nev.
Henderson Investors Inc., 623 So. Andrews, Henderson,
Nev.

- (3) Texaco has an annual cancellation privilege on property with lessor.
- (4) The Texaco retailer training program includes:

Two weeks of classroom training. In addition, Texaco will offer counsel and guidance in the operation of this station.

- (5) As a Texaco retailer you would be expected to fully comply with all of the terms and provisions of the lease, Agreement of Sale and the various other agreements entered into with Texaco. Copies of such agreements are enclosed herewith.

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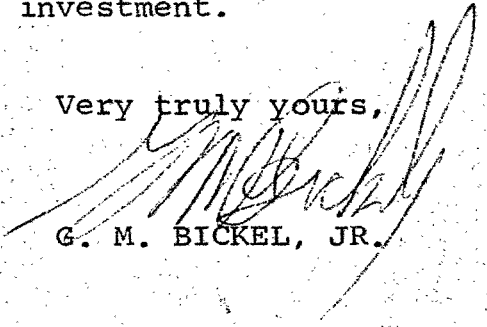
Mr. Clarence D. Pugh

-2-

December 2, 1974

- (6) Should you enter into a Lease with Texaco covering the above premises, the Lease may not be assigned or transferred or the premises sublet either in whole or in part without the written consent of Texaco.
- (7) Texaco may terminate the Lease and Agreement of Sale at any time during the first 12 months on 30 days prior written notice. The lessee may terminate at any time upon 90 days prior written notice.
- (8) Whatever funds you choose to place in this business are invested at your own risk and Texaco makes no representations whatsoever with respect to such investment.

Very truly yours,



G. M. BICKEL, JR.

GMBjr:gg

I HEREBY ACKNOWLEDGE RECEIPT OF THIS LETTER AND THE ATTACHED AGREEMENTS.

DATED: Dec 2 1974

SIGNED: Clarence D. Pugh

STATE OF NEVADA; LEE BIRGE, STATE DIRECTOR, DEPARTMENT OF AGRICULTURE; DUDLEY ZOLLER AND ROBERT W. NICHOLS, REPRESENTATIVES, DIRECTORS OR COORDINATORS OF THE SOUTHERN DISTRICT OF THE DEPARTMENT OF AGRICULTURE, APPELLANTS, v. REDMAN PETROLEUM CORP.; HUDSON OIL CO.; VEGAS MAIN OIL CO.; JAMES WHITE OIL CO.; CHAUNCEY COX DBA FEARLESS FERRIS STINKER STATION; E. R. HERBSTS AND L. G. HERBSTS DBA HERBSTS OIL CO.; ROY HAIGH AND REX HAIGH DBA SAVE-U-MORE STATIONS, RESPONDENTS.

April 5, 1961

No. 4341

360 P.2d 842

Appeal from the Eighth Judicial District Court, Clark County; David Zenoff, Judge.

Action to determine the constitutionality of a statute prohibiting a sign which states the price of gasoline and which is larger than 12 by 12 inches from being on or about a gasoline station. The trial court held that the statute was unconstitutional and the state appealed. The Supreme Court, BADT, C. J., held that the statute was not reasonably related to preventing false advertising, the end sought to be achieved by it, and it violated the due process provisions of the federal and the state Constitutions.

Affirmed.

Roger D. Foley, Attorney General, and *John A. Porter*, Deputy Attorney General, of Carson City,

John F. Mendoza, District Attorney, and *Charles L. Garner*, Deputy District Attorney, of Las Vegas, for Appellants.

Robert Callister, of Las Vegas, for Respondents.

TRADE-MARKS AND TRADE-NAMES AND UNFAIR COMPETITION;
CONSTITUTIONAL LAW.

Statute prohibiting sign which states price of gasoline and which is larger than 12 by 12 inches from being on or about gasoline station was not reasonably related to preventing false

advertising, the end sought to be achieved, and violated dispensing provisions of federal and state Constitutions, NRS 590.325, 590.326; Const. art. I, sec. 8; U.S.C.A. Const. Amend. 11.

OPINION

By the Court, BADT, C. J.:

This appeal tests the constitutionality of NRS 590.325 and 590.326, making it unlawful to offer gasoline or petroleum products for sale unless the seller companies conspicuously post on the individual gas pumps signs not less than 7 x 8 inches nor larger than 12 x 12 inches in size, stating the price per gallon, the taxes per gallon, and the trade name, prohibiting any other sign than as thus specified on, at, near, or about the premises, and making violations punishable by fine and imprisonment. Section 590.325 is set forth in full in the margin.¹ Section 590.326 is to like effect with reference to size and location of signs.

In the court below it appeared that respondents had been served with a notice or order from the Nevada

¹590.325 Signs, placards on retail gasoline pumps, other dispensing devices; specifications; contents; other signs prohibited: penalties.

"1. Notwithstanding any other provision of law, no person, firm or corporation shall sell or offer for sale, at retail, any gasoline for use in internal combustion engines in motor vehicles, unless such seller posts and keeps conspicuously posted on the individual pump or other dispensing device from which such gasoline is sold or offered for sale a sign or placard which shall:

"(a) Be not less than 7 inches in height and 8 inches in width, nor larger than 12 inches in height and 12 inches in width.

"(b) State clearly and legibly in numbers of uniform size the selling price or prices per gallon of such gasoline so sold or offered for sale from such pump or other dispensing device.

"(c) State clearly and legibly in numbers of uniform size the total amount of taxes per gallon to be collected with the sale of such gasoline.

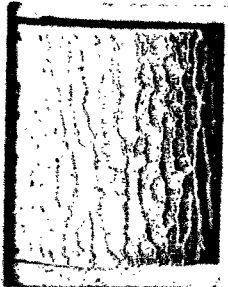
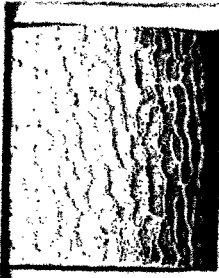
"(d) State clearly and legibly the trade name, brand, mark or symbol, if any, of such gasoline.

"2. No sign or placard stating or referring directly or indirectly to the price or prices of gasoline, other than such signs or placards as mentioned in subsection 1, shall be posted or maintained on, at, near or about the premises on which such gasoline is so sold or offered for sale.

"3. Any person violating any of the provisions of this section shall be punished as provided in NRS 590.330."

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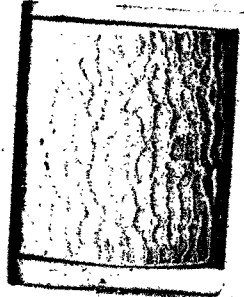
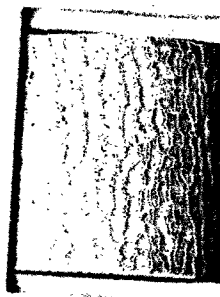
State Department of Agriculture ordering the removal of respondents' price signs within 48 hours. Respondents then sought a permanent injunction against the enforcement of such order and a temporary injunction pending the determination of the action and obtained ex parte a temporary restraining order. The case was tried on the motion for temporary injunction and the trial court held that the section violated constitutional limitations, and ordered a temporary injunction, following the taking of testimony which will be referred to later. This appeal followed.

Appellants' brief presents to the court "the most relevant cases" on the subject, citing 12 cases which have held similar statutes or ordinances unconstitutional and 6 cases sustaining such statutes or ordinances, and urges us to follow the latter and be guided by the presumption of their validity in the state's exercise of its police power. Respondents urge that we follow the cases admittedly stating the majority rule, striking down statutes and ordinances in all respects similar to the one in question.

We have concluded that the better law is stated in those cases striking down the statute and that the judgment of the court below must accordingly be affirmed.

The respondents are what are known as "independent oil companies." One of the officers of Redman Petroleum Corporation testified with reference to his own company and it was stipulated that such testimony might apply to all the respondent independent companies. Such testimony showed that the independent companies were in competition with other service stations—both other independent companies and major company service stations.

He testified that his company displayed on its pumps 11 x 12 inch signs stating all the matters required by subparagraphs (a), (b), (c), and (d) of subsection 1 of NRS 590.325; that in addition, his company displayed a large sign located on the parkway containing letters approximately 30 inches high where the same information is posted; that it had signs in different places and larger in size and lettering from those displayed on the pumps themselves; that it always had available for sale gasoline products at the prices advertised and that the



larger signs were for the purpose of enabling the public to be able to read them; that the purpose of the larger price signs was to tell the public in an effectual way what the station had for sale, what it offered to the public so that the members of the traveling public could make a choice of where to buy their gasoline; that such was the station's only means of advertising the product offered for sale; that it was essential to his company's business thus to advertise in order to compete with the larger, major oil companies; that his company had a very substantial investment in its station and a substantial investment in the price signs themselves; that it had maintained such signs for approximately 10 years; that such signs contained no matter of deceit, fraud, or misrepresentation; that the smaller signs as limited by the statute would be totally ineffective in that the public would never see them; that in order to see the smaller sign on the pump as required by the statute it would be necessary for a driver to drive into the station and up to the pump to read it; that, with respect to the stating of prices and other matters, the larger signs were the same as the smaller signs.

No question of aesthetics is involved in this case, nor any contention made that any one of the respondents is in league with any other respondent or any other person to restrain trade or to create a monopoly, or that a "price-war" was involved.

We may note at this point other provisions of the statute which are aimed directly at preventing any false, misleading, or fraudulent advertising. It is unlawful for any person selling gasoline products to represent them to be the products of any other than the true dealer, manufacturer, or producer (NRS 590.030); or to display a sign describing a brand or trade name thereof not actually offered for sale on the premises, or to make, through advertising, any statement concerning the product known to be untrue or misleading (590.050); or to display any such products for sale unless the actual price per gallon, including taxes, is also there shown

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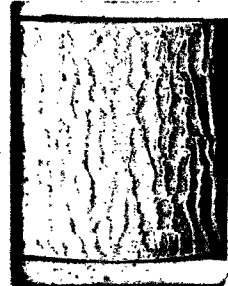
(590.170); or to place his advertising signs in misleading position as regards other advertising (590.280); or to add words distorting the meaning of his advertisement (590.290). The purpose of these provisions may be readily understood.

Appellants refer us to a number of cases² which, although distinguishable in some respects, upheld the minority rule supporting such legislation. To such extent as they are in conflict with the majority rule hereinafter discussed, we reject these authorities.

Appellants, in discussing *State v. Hobson*, 46 Del. 331, 83 A.2d 846, in which the regulatory statute similar to ours was held unconstitutional, find comfort in the indication given by the court that a restriction of size of signs might be constitutional legislative action for aesthetic reasons and for the effect on competition and in connection with price control. Appellants then say: "This * * * is precisely the situation in the instant case also."

None of these objectives appears to be the objective sought by the legislation in question here. At least this would appear from the arguments made by appellants in the district court. They argued there: "[As] the State of Nevada is, to a greater extent than most states, substantially dependent for its economic welfare upon tourism, there can be no question that disruption and serious damage would result from the indiscriminate display of signs. Moreover, the restrictive regulation relating to sizes, location and number of signs, as well as their contents, may also properly and legally be justified on aesthetic grounds * * *. [Such signs] are

²*People v. Arlen Service Stations, Inc.*, 284 N. Y. 340, 31 N.E.2d 184; *Merit Oil Co. v. Director of the Division on the Necessaries of Life*, 319 Mass. 301, 65 N.E.2d 529; *Breard v. City of Alexandria*, 341 U. S. 622, 71 S.Ct. 920, 95 L.Ed. 1233; *Slome v. Chief of Police*, 304 Mass. 187, 23 N.E.2d 133; *Sun Oil Co. v. Director of the Division on the Necessaries of Life*, 340 Mass. 235, 163 N.E.2d 276; *State v. Woitha*, 227 Iowa 1, 287 N.W. 99, 123 A.L.R. 884; *Serve Yourself Gasoline Stations Assn. v. Brock*, 39 Cal.2d 813, 249 P.2d 545 (appeal denied, 345 U. S. 980, 73 S.Ct. 1130, 97 L.Ed. 1394).



generally disruptive of the economic stability of such retail business operations. * * * [T]hey result in many economic abuses, such as perpetration of fraud and deceit on the consumer public through 'bait advertising,' and 'price wars' that result in serious losses and damage not only to those directly engaged in such business operations, but also the community at large." This is not factual. It is appellants' argument. It cannot be said to consist of presumptive factual findings by the legislature. There was no price war. There was no bait advertising. There was no question of aesthetics. If a sign 12 inches x 12 inches, defined as legal in the statute, would not interfere with the surrounding beauty, it is not realistic to conclude that a legislative investigation could result in the finding that a sign 13 inches x 13 inches would destroy the beauty of the landscape.

Although defendants denied plaintiffs' allegations that the prices placed by them on their premises on larger signs and in different places than those specified in the section were honest and true prices, including tax, total price charged, etc., all in conformity with the statute, proof of such allegations was made and accepted by the court and no proof offered to the contrary.

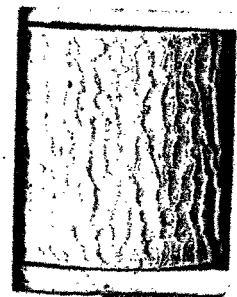
Under these conditions we find no justification in departing from the majority rule that such legislation bears no reasonable relationship to the objective sought—even in such broad terms as "the general welfare of the community."

In the margin we list the cases cited by appellants as concededly reciting the majority rule supporting the foregoing statement.³

³Sears, Roebuck & Co. v. City of New Orleans, 238 La. 936, 117 So.2d 64; City of Lake Charles v. Hasha, 238 La. 636, 116 So.2d 277; State ex rel. Walters v. Blackburn, Fla. 1958, 104 So.2d 19; State v. Union Oil Company of Maine, 151 Me. 438, 120 A.2d 708; Town of Miami Springs v. Scoville, Fla. 1955, 81 So.2d 188; State v. Guyette, 81 R.I. 281, 102 A.2d 446; Gambone v. Commonwealth, 375 Pa. 547, 101 A.2d 634; State v. Hobson, 7 Terry 381, 46 Del. 381, 83 A.2d 846; Levy v. City of Pontiac, 331 Mich. 100, 49 N.W.2d 80; Alabama Independent Service Station Assn. v. McDowell, 242 Ala. 424, 6 So.2d 502; State v. Miller, 126 Conn. 373, 12 A.2d 192; Regal Oil Co. v. State, 123 N.J.L. 456, 10 A.2d 495.

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Rather than discuss these cases, other than to note that they are directly in point to the effect that they violate the Fourteenth Amendment (advertising one's business being conceded to be a property right), we refer to the position taken by this court in *Viale v. Foley*, 76 Nev. 149, 350 P.2d 721, 723. There we upheld our statute prohibiting outdoor advertising of motel rates. In this regard it is interesting to note the reaction of the learned trial judge to the present case as presented to him.⁴ However, we refused to recognize the analogy between the motel statute and the gasoline sale statute. We said: "Even in cases where there is no total prohibition of advertising, the regulation will not be sustained if it is arbitrary or unreasonable, and is not reasonably related to the end sought to be achieved which in this case is the protection of the traveling public. It was because of this rule that legislation limiting outside price advertising of gasoline to small placards posted on gas pumps has been held invalid. *Gambone v. Commonwealth*, 375 Pa. 547, 101 A.2d 634. The purpose of the regulation in that case was to prevent fraud and deception, and it is apparent that the public could be better protected by signs in excess of a certain prescribed size. Accord, *State v.*

"He said: "Until and unless the service station industry engages in false or misleading advertising, number one, or in the alternative so grossly abuses the right to advertise as to materially affect the aesthetic senses of our community the operators of the service stations have a right to sell goods in any honest way or manner they see fit.

"In this instance by examination of the one picture already examined by the Court, the service station in question did not do anything but advertise its product. There is no showing that the contents of the signs themselves were false or intended to mislead. The 'save-yourself' is like an ordinary salesman trying to sell his products. It is up to the traveling public to determine whether they can buy a gallon of gas at one price at that station or at a higher or lower price at another station.

"In the motel situation the use of figures on the signs and the gimmicks used induced the traveling tourist after a hot day in the desert to stop only to find that the price as advertised did not exist, or was false: that the room as advertised did not exist; that the language used on the signboards did not mean in fact what it was intended to mean and did not say what was ordinarily intended to say: that was false and fraudulent; that was subject to regulation."

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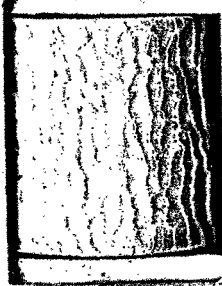
Guyette, 81 R.I. 281, 102 A.2d 446. The contention of appellants that an analogy may be drawn from such cases is without merit."

Gambone v. Commonwealth, 375 Pa. 547, 101 A.2d 634, 637, thus cited by us with approval, is one of the cases supporting the majority rule. In that case Chief Justice Horace Stern, speaking for the Supreme Court of Pennsylvania, said: "Defendants state that the object is to prevent fraud and deception, it being claimed that some dealers endeavor to attract passing motorists by misleading advertisements calculated to make them believe that the gasoline was being sold at a lower price than was actually the case. It is quite impossible, however, to see how the size of the sign would have any relevancy to the perpetration of such fraud; on the contrary, it would seem that the larger the sign the more difficult it would be for the dealer to deceive the purchaser. It would also seem that, to prevent such fraud, the prohibition should be directed, not against the size of the sign, but against the placing thereon of any false statements concerning the price; incidentally such a provision already exists in the Penal Code * * *"

Although our approval in Viale v. Foley, supra, of Gambone v. Commonwealth, supra, was dictum, we now accept it as correctly stating the law applicable to this case. It in turn is thoroughly supported by the cases cited in the text of the opinion and in the footnotes. We hold that, as a matter of law, the legislation in question is not reasonably related to the end sought to be achieved, and is violative of the Fourteenth Amendment to the federal constitution and section 8 of article 1 of the state constitution.

The order granting a temporary injunction is affirmed.

PIKE and McNAMEE, JJ., concur.



ASSEMBLY BILL 265

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<u>OIL COMPANY</u>	<u>NO. OF STATIONS IN NEVADA</u>	<u>NO. COMPANY OPERATED</u>	<u>AVERAGE COST</u>	<u>TREND RE CO. OPERATED</u>
Standard	106	5	330,000	No
Exxon	40 <i>MR Muehl</i>	0	250,000-350,000	No
Exaco	109 <i>MR Wooby</i>	0	250,000	No
Shell	58 (26 others supplied by Shell jobbers)	3	205,000-275,000	No (2 co. operated self-servi stations planned fo 1975-76)
Gulf	15	0		
Union	91 (81 dealers 10 jobbers)	0	275,000 (based on last 2)	No
ARCO	77	0	300-400,000	No
Mobil	46	0	235-360,000	
Phillips	41	1972 - 8 1973 - 8 1974 - 9	150-175,000	

TOTAL SERVICE STATIONS: 583

TOTAL COMPANY OPERATED: 17

State v Redman Petroleum 27 Nov 1973, 360 P2) 8+2

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Idaho, Georgia, and Utah Franchise Bills Die With Adjournment

The Georgia Dealer Day in Court proposal, HB-78, remained in the Special Judiciary Committee upon sine die adjournment on March 26. In Idaho, a franchise bill, introduced late in the session, passed the House but was killed in the Senate on the session's final day. Utah's HB-180 (Dealer Day in Court) died on adjournment.

Maine Bill Would Tax Industrial Fuel Oil on Volume Basis

Introduced in the Maine House, LD-1074, would repeal the current 5% sales tax as it applies to fuel oil used for industrial purposes (including power generation). Instead, it would levy an excise tax at 25¢ per barrel. The bill, which would cost the state \$4 million in annual revenues, is backed by the Maine Chamber of Commerce and Associated Industries.

Large Dealer Turnout at New Hampshire Gasoline Metering Hearing

A large turnout of retail gasoline dealers spoke on March 20 before the New Hampshire House Transportation Committee requesting passage of HB-493, a bill requiring all wholesale sales of gasoline to be metered. So many dealers wished to be heard on the measure, the hearing was continued until April 3.

New Mexico Adjourns - Energy Resources Commission Bill is Passed, But Excise Tax Proposal is Defeated

The New Mexico regular session adjourned on March 22, and was followed by a brief special session which ends on March 25.

A substitute version of SB-186, which replaces the Oil Conservation Commission with an "Energy Resources Commission", was passed by both houses. A House amendment eliminated Section 8, which would have required submission of all fuel sale contracts to the Commissioner.

In other action, HB-225, a \$3 per bbl. excise tax on oil, and all other proposals for special taxes on the oil industry failed to pass.

Dealer Day in Court Bill Introduced in Ohio

Introduced in Ohio, HB-567 would forbid a distributor to cancel or terminate a retail dealer's agreement except for "good cause", which is defined as "failure of a dealer to comply with the express provisions of the franchise, except any that may be unconscionable". Failure to renew would require 90-days notice.

ASSEMBLY

AGENDA FOR COMMITTEE ON COMMERCE

~~0098~~

Date Wednesday, Apr. 9 Time 3:00 p.m. Room 316

0569

Bills or Resolutions
to be considered

Subject

Counsel
requested*

A.B. 473

Provides comprehensive changes in
Unemployment Compensation Law

A.B. 474

Creates presumption relative to leaving
employment without good cause

A.B. 475

Changes farm labor advisory council name
to rural manpower services advisory council

A.B. 476

Authorizes employment security department
to participate in the Comprehensive Employment
and Training Act of 1973

A.B. 477

Temporarily relaxes standards for determining
extended benefits under Unemployment
Compensation Law

A.B. 478

Expedites unemployment compensation board's
review procedure and increases board members'
salary

A.B. 479

Clarifies administration of moneys from federal
unemployment trust fund and authorizes
expenditure therefrom

DO
PASS

AB 133

AB 345

FURTHER TESTIMONY
ACTION

*Please do not ask for counsel unless necessary.

AGENDA FOR COMMITTEE ON COMMERCE

Date Monday, Apr 9 Time 3:00 p.m. ROOM 316

~~0570~~
0570

THIS AGENDA SUPERSEDES BY MAKING ADDITIONS TO THE PREVIOUS AGENDA FOR 4/9
Bills or Resolutions
to be considered

Subject

Counsel
requested

DO PASS

A.B. 473

Provides comprehensive changes in Unemployment Compensation Law

A.B. 474

Creates presumption relative to leaving employment without good cause

A.B. 475

Changes farm labor advisory council name to rural manpower services advisory council

A.B. 476

Authorizes employment security department to participate in the Comprehensive Employment and Training Act of 1973

A.B. 477

Temporarily relaxes standards for determining extended benefits under Unemployment Compensation Law

A.B. 478

Expedites unemployment compensation board's review procedure and increases board members' salary

A.B. 479

Clarifies administration of moneys from federal unemployment trust fund and authorizes expenditure therefrom

AB 537

Requires waiting period before unemployed individual may receive benefits.

AB 549

Provides criteria for determining whether claimant may be disqualified for unemployment benefits because of failure to apply for or accept suitable work.

AB 555

Restricts eligibility for unemployment compensation benefits.