325B.07 REASONABLE COMPENSATION.

Subdivision 1. **Requirement.** Any brewer which amends, cancels, terminates, or refuses to continue or renew any beer agreement, or causes a wholesaler to resign, unless for good cause shown as defined in section 325B.04, from an agreement or unreasonably withholds consent to any assignment, transfer or sale of a wholesaler's business, shall pay the wholesaler reasonable compensation for the value of the wholesaler's business with relationship to the terminated brand or brands. The value of the wholesaler's business shall include, but not be limited to, its good will, if any.

Subd. 2. **Arbitration.** In the event that the brewer and the beer wholesaler are unable to mutually agree on the reasonable compensation to be paid for the value of the wholesaler's business, as defined herein, the matter shall be submitted to a neutral arbitrator to be selected by the parties, or if they cannot agree, by the chief judge of the district court. All of the costs of the arbitration shall be paid one-half by the wholesaler and one-half by the brewer. The award of the neutral arbitrator shall be final and binding on the parties.

History: *1977 c 328 s 7*