

BEER BREWERS AND WHOLESALERS, §123A.7§123A.7, BEER BREWERS AND WHOLE-  
SALERS123A.7Reasonable compensation.1A brewer who cancels, fails to renew, or terminates  
any agreement, or unlawfully denies approval of, or unreasonably withholds consent to any assign-  
ment, transfer, or sale of a wholesaler's business assets or voting stock or other equity securities,  
except as provided in this chapter, shall pay the wholesaler with which the brewer has an agreement  
pursuant to this chapter, reasonable compensation for the fair market value of the wholesaler's busi-  
ness with relation to the affected brand of beer. The fair market value of the wholesaler's business  
shall include, but not be limited to, its goodwill, if any.2If a brewer and a wholesaler are unable to  
mutually agree on the reasonable compensation to be paid for the value of the wholesaler's busi-  
ness, either party may maintain a civil action as provided in section 123A.9, or the matter may,  
by mutual agreement of the parties, be submitted to a three-member arbitration panel consisting  
of one representative selected by the brewer but unassociated with the brewer; one representative  
selected by the wholesaler but unassociated with the wholesaler; and an impartial arbitrator se-  
lected by the other two members from a list provided by the American arbitration association, and  
the claim settled in accordance with the rules provided by the American arbitration association.  
Arbitration costs shall be paid one-half by the wholesaler and one-half by the brewer. Arbitration  
shall be conducted in accordance with the commercial arbitration rules of the American arbitration  
association and the laws of this state, and judgment upon the award rendered by the arbitrator may  
be entered in any court having jurisdiction. The award of the arbitrator shall be final and binding  
on the parties.95 Acts, ch 101, §7BEER BREWERS AND WHOLESALERS, §123A.7§123A.7,  
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