

material or it could be weather related, and that upon viable proof to the Attorney General's Office, that that time could be extended, but it is necessary that we do have some time in there. I believe that that pretty well explains the bill. The \$150,000 bond, we talked about that. That does not apply to people only and preconstruction cost. With that, I'd be glad to answer any questions on the bill. It is just another one of those that I think Senator Ashford said that, well, it is just a simple plain contract that they read. I will tell you, folks, there are a lot of things that the attorneys can find in that little fine line down there that doesn't apply, or does or doesn't apply. So don't necessarily think that that little simple contract saves everyone from being misled. It simply does not.

SENATOR LAMB: Thank you, Senator Nelson. At this time, it is my pleasure to introduce 37 fourth graders from St. Mary's School in Lincoln and their teacher. They are guests of Senator Beutler and I believe also of Senator Pirsch. Would you people please stand to be recognized. An amendment on the desk.

CLERK: Mr. President, Senator Ashford would move to amend. (See FA237 on page 480 of the Legislative Journal.)

SENATOR LAMB: Senator Ashford.

SENATOR ASHFORD: Thank you. I have opened, I guess, on this before, but let me just try to center on what I am getting at. I think a lot of what Senator Nelson is saying is accurate, that there have been problems with some of these clubs in the State of Nebraska, and I don't argue that point, and I don't think anybody does. Here is my problem, and what I am centering on right now. Section 17, which we did not, we did not accept the committee amendments, I think, was a mistake for a couple of reasons. First of all, I don't think we should have Section 17 in there at all. What Section 17 does is it says...it limits the duration of a contract to one year. It limits the duration of a contract to one year. That may or may not be in the best interest of the consumer. That may or may not be in the best interest of the consumer. It may be that a consumer or a member in a club can get a better deal if he or she has offered to him or her a contract for two years, three years, or four years. Why we would want to limit, and my argument basically is, when we get into this type of regulation, why we would limit that basic contract term, the duration, is beyond me. I don't see