

1                   A bill to be entitled  
2           An act relating to alcoholic beverages; amending s.  
3           402.82, F.S.; conforming provisions; prohibiting  
4           electronic benefits transfer cards from being used or  
5           accepted to purchase an alcoholic beverage; amending  
6           s. 561.221, F.S.; providing requirements for a  
7           licensed manufacturer of malt beverages to sell such  
8           beverages directly to consumers; providing operation  
9           requirements for a taproom; prohibiting a manufacturer  
10          from holding a vendor's license at specified premises;  
11          providing requirements for a licensed manufacturer to  
12          obtain a vendor's license; specifying circumstances  
13          under which a manufacturer may sell alcoholic  
14          beverages under its vendor's license; requiring a  
15          manufacturer to complete certain reports; providing  
16          applicability; providing requirements for a brewpub to  
17          be licensed as a manufacturer or vendor; providing  
18          requirements for a brewpub to sell alcoholic beverages  
19          to consumers; amending s. 561.42, F.S.; deleting a  
20          prohibition against certain entities conducting  
21          tastings; revising requirements for promotional  
22          displays and advertising; amending s. 561.5101, F.S.;  
23          conforming a cross-reference; amending s. 561.57,  
24          F.S.; revising restrictions on the vehicle required  
25          for use by a vendor who transports alcoholic  
26          beverages; modifying provisions related to vehicle

27 | permits for vendors; requiring a vendor or authorized  
28 | person who transports alcoholic beverages to possess a  
29 | specified invoice or sales ticket; amending s. 562.07,  
30 | F.S.; conforming provisions; amending s. 562.13, F.S.;  
31 | providing exceptions and requirements for a minor  
32 | employed by a specified vendor to sell alcoholic  
33 | beverages; amending s. 562.34, F.S.; providing that  
34 | possessing and transporting a growler is lawful;  
35 | amending s. 563.022, F.S.; revising the definition of  
36 | the term "franchise agreement"; defining the term  
37 | "primary manufacturer"; requiring a franchise  
38 | agreement to include specified terms and provisions;  
39 | providing standards by which manufacturers may not  
40 | renew franchise agreements; prohibiting a primary  
41 | manufacturer from discontinuing or failing to renew a  
42 | franchise agreement without meeting certain  
43 | requirements; revising requirements for the burden of  
44 | proof during an action related to certain  
45 | terminations, cancellations, nonrenewals, or  
46 | discontinuances of franchise agreements; providing  
47 | notice requirements for certain terminations,  
48 | cancellations, nonrenewals, or discontinuances of a  
49 | franchise agreement; authorizing limited self-  
50 | distribution for specified manufacturers; providing  
51 | requirements for such self-distribution; requiring a  
52 | manufacturer to pay compensation after cancellation or

53 termination of an agreement; deleting the remedy of  
54 declaratory judgment for an action brought under s.  
55 563.022; revising provisions related to the repurchase  
56 of inventory upon termination of an agreement;  
57 amending s. 563.06, F.S.; defining the term "growler";  
58 providing requirements for growlers; creating s.  
59 563.09, F.S.; authorizing a licensed manufacturer,  
60 distributor, or importer of malt beverages to conduct  
61 a malt beverage tasting; providing requirements and  
62 limitations; amending s. 565.03, F.S.; revising the  
63 definition of the term "distillery"; deleting  
64 restrictions on the sale of individual containers to  
65 consumers in a face-to-face transaction; repealing s.  
66 565.04, F.S., relating to restrictions on the sale by  
67 certain licensed alcoholic beverage vendors of  
68 merchandise other than specifically authorized types  
69 of merchandise and restrictions on direct access to  
70 such a vendor's place of business; providing  
71 construction and severability; providing an effective  
72 date.

73  
74 Be It Enacted by the Legislature of the State of Florida:

75  
76 Section 1. Paragraph (a) of subsection (4) of section  
77 402.82, Florida Statutes, is amended to read:

78 402.82 Electronic benefits transfer program.—

79 (4) Use or acceptance of an electronic benefits transfer  
 80 card is prohibited at the following locations or for the  
 81 following activities:

82 (a) The purchase of an alcoholic beverage as defined in s.  
 83 561.01 and sold pursuant to the Beverage Law ~~An establishment~~  
 84 ~~licensed under the Beverage Law to sell distilled spirits as a~~  
 85 ~~vendor and restricted as to the types of products that can be~~  
 86 ~~sold under ss. 565.04 and 565.045 or a bottle club as defined in~~  
 87 ~~s. 561.01.~~

88 Section 2. Subsections (2) and (3) of section 561.221,  
 89 Florida Statutes, are amended to read:

90 561.221 Retail exceptions to manufacturing licenses;  
 91 brewing exceptions to vendor licenses ~~Licensing of manufacturers~~  
 92 ~~and distributors as vendors and of vendors as manufacturers;~~  
 93 conditions and limitations.-

94 (2) A manufacturer of malt beverages that is licensed and  
 95 engaged in the manufacture of malt beverages in this state may  
 96 sell directly to consumers in face-to-face transactions, which,  
 97 notwithstanding s. 561.57(1), requires the physical presence of  
 98 the consumer to make payment for and take receipt of the  
 99 beverages on the licensed manufacturing premises, as follows:

100 (a) At a taproom, a manufacturer may sell malt beverages  
 101 brewed by the manufacturer to consumers for on-premises or off-  
 102 premises consumption without obtaining a vendor's license. A  
 103 manufacturer of malt beverages shall comply with the following  
 104 requirements related to a taproom:

105       1. The taproom must be a room or rooms located on the  
106 licensed manufacturing premises consisting of a single complex  
107 that includes a brewery. Such premises may be divided by no more  
108 than one public street or highway. The taproom shall be included  
109 on the sketch or diagram defining the licensed premises  
110 submitted with the manufacturer's license application pursuant  
111 to s. 561.01(11). All sketch or diagram revisions by the  
112 manufacturer must be approved by the division, verifying that  
113 the taproom operated by the licensed manufacturer is owned or  
114 leased by the manufacturer and is located on the licensed  
115 manufacturing premises.

116       2. At least 70 percent by volume of the malt beverages  
117 sold or given to consumers per calendar year in the taproom must  
118 be brewed on the licensed manufacturing premises. No more than  
119 30 percent by volume of the malt beverages sold or given per  
120 calendar year to consumers in the taproom may be brewed by the  
121 manufacturer at other manufacturing premises and shipped to the  
122 licensed manufacturing premises pursuant to s. 563.022(14)(d).

123       3. Malt beverages may be sold to consumers in the taproom  
124 for off-premises consumption in authorized containers pursuant  
125 to s. 563.06(7).

126       4. A manufacturer of malt beverages is responsible for  
127 paying applicable excise taxes to the division and submitting  
128 applicable reports pursuant to ss. 561.50 and 561.55 with  
129 respect to the amount of malt beverages sold or given to  
130 consumers in the taproom each month.

131 5. This paragraph does not preclude a licensed  
132 manufacturer of malt beverages that operates a taproom from  
133 holding a permanent public food service establishment license  
134 under chapter 509 at the taproom.

135 6. A manufacturer may not hold a vendor's license at a  
136 licensed manufacturing premises that operates a taproom pursuant  
137 to this paragraph.

138 (b) In lieu of a taproom, on or after July 1, 2015, the  
139 division ~~may~~ ~~is authorized to~~ issue vendor's licenses to a  
140 manufacturer of malt beverages at no more than two licensed  
141 manufacturing premises for which the manufacturer has an  
142 interest, directly or indirectly, in the license if the  
143 manufacturer meets the following requirements:

144 1. A licensed manufacturer may obtain one vendor's license  
145 at no more than two of the licensed manufacturing premises for  
146 which the manufacturer has an interest, directly or indirectly,  
147 in the license. Any additional licensed manufacturing premises,  
148 for which the manufacturer has an interest, directly or  
149 indirectly, in the license, may operate a taproom without a  
150 vendor's license pursuant to paragraph (a).

151 2. The vendor's license must be located on the licensed  
152 manufacturing premises consisting of a single complex that  
153 includes a brewery. Such premises may be divided by no more than  
154 one public street or highway. The licensed vendor premises shall  
155 be included on the sketch or diagram defining the licensed  
156 premises submitted with the manufacturer's license application

157 pursuant to s. 561.01(11). All sketch or diagram revisions by  
158 the manufacturer must be approved by the division, verifying  
159 that the vendor premises operated by the licensed manufacturer  
160 is owned or leased by the manufacturer and is located on the  
161 licensed manufacturing premises.

162 3. The manufacturer may sell alcoholic beverages under its  
163 vendor's license as follows:

164 a. Malt beverages manufactured on the licensed  
165 manufacturing premises or at another licensed manufacturing  
166 premises for which the manufacturer has an interest, directly or  
167 indirectly, in the license for:

168 (I) On-premises consumption.

169 (II) Off-premises consumption in authorized containers  
170 pursuant to s. 563.06(6).

171 (III) Off-premises consumption in growlers pursuant to s.  
172 563.06(7).

173 b. Malt beverages manufactured exclusively by other  
174 manufacturers for:

175 (I) On-premises consumption.

176 (II) Off-premises consumption in authorized containers  
177 pursuant to s. 563.06(6).

178 (III) Off-premises consumption in growlers pursuant to s.  
179 563.06(7).

180 c. Any wine or liquor for on-premises or off-premises  
181 consumption as authorized under its vendor's license.

182 4. A manufacturer of malt beverages pursuant to this

183 paragraph is responsible for paying applicable excise taxes to  
184 the division and submitting applicable reports pursuant to ss.  
185 561.50 and 561.55 with respect to the amount of malt beverages  
186 manufactured and sold pursuant to its vendor's license or given  
187 to consumers.

188 5. This paragraph does not preclude a licensed  
189 manufacturer of malt beverages with a vendor's license from  
190 holding a permanent public food service establishment license  
191 under chapter 509 on the licensed manufacturing premises.

192 6. An entity that applies for a manufacturer's and  
193 vendor's license at more than two licensed manufacturing  
194 premises pursuant to this paragraph before March 15, 2015, or  
195 that is issued a manufacturer's and vendor's license at more  
196 than two licensed manufacturing premises pursuant to this  
197 paragraph before July 1, 2015, may maintain the licenses  
198 previously obtained or received based on such application, but  
199 may not obtain or apply for an additional vendor's license.  
200 However, except as to the allowance for manufacturers holding a  
201 vendor's license at more than two licensed manufacturing  
202 premises before July 1, 2015, a vendor's license held by a  
203 manufacturer of malt beverages pursuant to this paragraph,  
204 regardless of when first obtained, is subject to subparagraphs  
205 1.-5.

206 7. An entity with direct or indirect interests in vendor  
207 licenses issued to not more than two licensed manufacturing  
208 premises under this paragraph may not be related, directly or



209 indirectly, to any other entity with direct or indirect interest  
 210 in other vendor licenses issued to other separate manufacturing  
 211 premises. This subparagraph prohibits the creation of a chain of  
 212 more than two vendor licensed manufacturing premises under  
 213 common control of entities with direct or indirect interests in  
 214 such vendor licensed manufacturing premises. This subparagraph  
 215 does not prohibit the purchase or ownership of stock in a  
 216 publicly traded corporation where the licensee does not have and  
 217 does not obtain a controlling interest in the corporation. An  
 218 entity lawfully operating more than two licensed manufacturing  
 219 premises with vendor licenses pursuant to subparagraph 6. may  
 220 exceed the limit of two licenses with the actual number of  
 221 manufacturing premises with vendor licenses operated by the  
 222 entity, even if such manufacturer is also licensed as a  
 223 ~~distributor, for the sale of alcoholic beverages on property~~  
 224 ~~consisting of a single complex, which property shall include a~~  
 225 ~~brewery and such other structures which promote the brewery and~~  
 226 ~~the tourist industry of the state. However, such property may be~~  
 227 ~~divided by no more than one public street or highway.~~

228 (3) The division may issue a manufacturer's license and a  
 229 vendor's license to a brewpub. To operate as a brewpub, the  
 230 following requirements must be met:

231 (a) ~~Notwithstanding other provisions of the Beverage Law,~~  
 232 ~~any vendor licensed in this state may be licensed as a~~  
 233 ~~manufacturer of malt beverages upon a finding by the division~~  
 234 ~~that:~~

235        ~~1. The brewpub must ~~vendor will~~ be engaged in brewing malt~~  
236 ~~beverages at the licensed brewpub premises ~~a single location and~~~~  
237 ~~in an amount that does ~~which will~~ not exceed 10,000 kegs per~~  
238 ~~calendar year. For purposes of this paragraph ~~subsection~~, the~~  
239 ~~term "keg" means 15.5 gallons.~~

240        (b) A brewpub may sell the following alcoholic beverages  
241 in a face-to-face transaction with a consumer:

242        1. Malt beverages manufactured on the licensed brewpub  
243 premises for:

244        a. On-premises consumption.

245        b. Off premises consumption in growlers, pursuant to s.  
246 563.06(7).

247        2. Malt beverages manufactured by other manufacturers for:

248        a. On-premises consumption.

249        b. Off premises consumption in growlers if the brewpub  
250 holds a valid quota license pursuant to s. 563.06(7).

251        3. Wine or liquor for on-premises consumption as  
252 authorized under its vendor's license.

253        (c) A brewpub may not ship malt beverages to or between  
254 licensed brewpub premises owned by the licensed entity. A  
255 brewpub is not a manufacturer for the purposes of s.  
256 563.022(14)(d).

257        (d) A brewpub may not distribute malt beverages.

258        (e) A brewpub must hold a permanent public food service  
259 establishment license under chapter 509.

260        ~~2. The malt beverages so brewed will be sold to consumers~~

261 ~~for consumption on the vendor's licensed premises or on~~  
 262 ~~contiguous licensed premises owned by the vendor.~~

263 ~~(f)(b)~~ As a manufacturer, a brewpub is ~~Any vendor which is~~  
 264 ~~also licensed as a manufacturer of malt beverages pursuant to~~  
 265 ~~this subsection shall be~~ responsible for payment of applicable  
 266 excise taxes to the division and applicable reports pursuant to  
 267 ss. 561.50 and 561.55 with respect to the amount of malt  
 268 beverages ~~beverage~~ manufactured each month ~~and shall pay~~  
 269 ~~applicable excise taxes thereon to the division by the 10th day~~  
 270 ~~of each month for the previous month.~~

271 ~~(g)(c)~~ A ~~It shall be unlawful for any~~ licensed distributor  
 272 of malt beverages or any officer, agent, or other representative  
 273 thereof may not ~~to~~ discourage or prohibit a brewpub ~~any vendor~~  
 274 ~~licensed as a manufacturer~~ under this subsection from offering  
 275 malt beverages brewed for consumption on the licensed premises  
 276 of the brewpub ~~vendor~~.

277 ~~(h)(d)~~ A ~~It shall be unlawful for any~~ manufacturer of malt  
 278 beverages or any officer, agent, or other representative thereof  
 279 may not ~~to~~ take any action to discourage or prohibit a any  
 280 distributor of the manufacturer's product from distributing such  
 281 product to a brewpub ~~licensed vendor which is also licensed as a~~  
 282 ~~manufacturer of malt beverages~~ pursuant to this subsection.

283 Section 3. Subsection (14) of section 561.42, Florida  
 284 Statutes, is amended to read:

285 561.42 Tied house evil; financial aid and assistance to  
 286 vendor by manufacturer, distributor, importer, primary American

287 source of supply, brand owner or registrant, or any broker,  
288 sales agent, or sales person thereof, prohibited; procedure for  
289 enforcement; exception.—

290 (14) The division shall adopt reasonable rules governing  
291 promotional displays and advertising, which rules shall not  
292 conflict with or be more stringent than the federal regulations  
293 pertaining to such promotional displays and advertising  
294 furnished to vendors by distributors, manufacturers, importers,  
295 primary American sources of supply, or brand owners or  
296 registrants, or any ~~broker,~~ sales agent, or sales person  
297 thereof; however:

298 (a) If a manufacturer, distributor, importer, brand owner,  
299 or brand registrant of malt beverage, or any ~~broker,~~ sales  
300 agent, or sales person thereof, provides a vendor with  
301 expendable retailer advertising specialties such as trays,  
302 coasters, mats, menu cards, napkins, cups, glasses,  
303 thermometers, and the like, such items may ~~shall~~ be sold only at  
304 a price not less than the actual cost to the industry member who  
305 initially purchased them, without limitation in total dollar  
306 value of such items sold to a vendor.

307 (b) Without limitation in total dollar value of such items  
308 provided to a vendor, a manufacturer, distributor, importer,  
309 brand owner, or brand registrant of malt beverage, or any  
310 ~~broker,~~ sales agent, or sales person thereof, may rent, loan  
311 without charge for an indefinite duration, or sell durable  
312 retailer advertising specialties such as clocks, pool table

313 lights, and the like, which bear advertising matter.

314 (c) If a manufacturer, distributor, importer, brand owner,  
315 or brand registrant of malt beverage, or any ~~broker,~~ sales  
316 agent, or sales person thereof, provides a vendor with consumer  
317 advertising specialties such as ashtrays, T-shirts, bottle  
318 openers, shopping bags, and the like, such items may ~~shall~~ be  
319 sold only at a price not less than the actual cost to the  
320 industry member who initially purchased them, and ~~but~~ may be  
321 sold without limitation in total value of such items sold to a  
322 vendor.

323 (d) A manufacturer, distributor, importer, brand owner, or  
324 brand registrant of malt beverage, or any ~~broker,~~ sales agent,  
325 or sales person thereof, may provide consumer advertising  
326 specialties described in paragraph (c) to consumers on any  
327 vendor's licensed premises.

328 ~~(e) Manufacturers, distributors, importers, brand owners,~~  
329 ~~or brand registrants of beer, and any broker, sales agent, or~~  
330 ~~sales person thereof, shall not conduct any sampling activities~~  
331 ~~that include tasting of their product at a vendor's premises~~  
332 ~~licensed for off-premises sales only.~~

333 (e)-(f) A manufacturer ~~Manufacturers, distributor~~  
334 ~~distributors, importer importers, brand owner owners, or brand~~  
335 ~~registrant registrants of malt beverages beer, and any broker,~~  
336 sales agent, or sales person thereof or contracted third-party,  
337 may ~~shall~~ not engage in cooperative advertising with a vendor  
338 and may not name a vendor in any advertising for a malt beverage

339 tasting authorized under s. 563.09 ~~vendors~~.

340 ~~(f)(g)~~ A distributor ~~Distributors~~ of malt beverages ~~beer~~  
341 may sell to a vendor ~~vendors~~ draft equipment and tapping  
342 accessories at a price not less than the cost to the industry  
343 member who initially purchased them, except there is no required  
344 charge, and the ~~a~~ distributor may exchange any parts that ~~which~~  
345 are not compatible with a competitor's system and are necessary  
346 to dispense the distributor's brands. A distributor of malt  
347 beverages ~~beer~~ may furnish to a vendor at no charge replacement  
348 parts of nominal intrinsic value, including, but not limited to,  
349 washers, gaskets, tail pieces, hoses, hose connections, clamps,  
350 plungers, and tap markers.

351 Section 4. Subsection (1) of section 561.5101, Florida  
352 Statutes, is amended to read:

353 561.5101 Come-to-rest requirement; exceptions; penalties.—

354 (1) For purposes of inspection and tax-revenue control,  
355 all malt beverages, except those manufactured and sold by the  
356 same licensee, pursuant to s. 561.221(2) or (3) ~~s. 561.221(3)~~,  
357 must come to rest at the licensed premises of an alcoholic  
358 beverage wholesaler in this state before being sold to a vendor  
359 by the wholesaler. The prohibition contained in this subsection  
360 does not apply to the shipment of malt beverages commonly known  
361 as private labels. The prohibition contained in this subsection  
362 shall not prevent a manufacturer from shipping malt beverages  
363 for storage at a bonded warehouse facility, provided that such  
364 malt beverages are distributed as provided in this subsection or

365 to an out-of-state entity.

366 Section 5. Subsections (3) and (4) of section 561.57,  
 367 Florida Statutes, are amended to read:

368 561.57 Deliveries by licensees.—

369 (3) A licensed vendor may transport alcoholic beverage  
 370 purchases from a distributor's place of business to the vendor's  
 371 licensed premises or off-premises storage. A vendor may  
 372 transport alcoholic beverage purchases in a vehicle, ~~if the~~  
 373 ~~vehicle used to transport the alcoholic beverages is owned or~~  
 374 ~~leased by the vendor or any~~ without a permit. A person who has  
 375 been disclosed on a license application filed by the vendor may  
 376 use a vehicle not owned or leased by the vendor to transport  
 377 alcoholic beverages ~~and approved by the division and~~ if a valid  
 378 vehicle permit has been issued for such vehicle. A vehicle owned  
 379 or leased by a person disclosed on a license application filed  
 380 by the vendor and approved by the division under this section  
 381 ~~subsection~~ must be operated by such person when transporting  
 382 alcoholic beverage purchases from a distributor's place of  
 383 business to the vendor's licensed premises or off-premises  
 384 storage.

385 (4) A vehicle permit may be obtained for a vehicle not  
 386 owned or leased by the vendor by ~~a licensed vendor or~~ any person  
 387 authorized in subsection (3) upon application and payment of a  
 388 fee of \$5 per vehicle to the division. The signature of the  
 389 person authorized in subsection (3) must be included on the  
 390 vehicle permit application. Such permit remains valid and does

391 not expire unless the vendor or any person authorized in  
392 subsection (3) disposes of his or her vehicle, or the vendor's  
393 alcoholic beverage license is transferred, canceled, not  
394 renewed, or is revoked by the division, whichever occurs first.  
395 ~~The division shall cancel a vehicle permit issued to a vendor~~  
396 ~~upon request from the vendor.~~ The division shall cancel a  
397 vehicle permit issued to any person authorized in subsection (3)  
398 upon request from that person or the vendor. By acceptance of a  
399 vehicle permit, the ~~vendor or any person authorized in~~  
400 subsection (3), who intends to use a vehicle not owned or leased  
401 by the vendor, agrees that such vehicle is always subject to  
402 inspection and search without a search warrant, for the purpose  
403 of ascertaining that all provisions of the alcoholic beverage  
404 laws are complied with, by authorized employees of the division  
405 and also by sheriffs, deputy sheriffs, and police officers  
406 during business hours or other times that the vehicle is being  
407 used to transport ~~or deliver~~ alcoholic beverages. A vehicle  
408 permit issued under this subsection ~~and invoices or sales~~  
409 ~~tickets for alcoholic beverages purchased and transported~~ must  
410 be carried in the vehicle used by the ~~vendor or any person~~  
411 authorized in subsection (3) when the vendor's alcoholic  
412 beverages are being transported ~~or delivered~~. A vendor or a  
413 person who is authorized by a vendor to transport or deliver  
414 alcoholic beverages under this section must possess an invoice  
415 or sales ticket when possessing such beverages in a vehicle and  
416 transporting the alcoholic beverages.



417 Section 6. Section 562.07, Florida Statutes, is amended to  
418 read:

419 562.07 Illegal transportation of beverages.—It is unlawful  
420 for alcoholic beverages to be transported in quantities of more  
421 than 12 bottles except as follows:

422 (1) By common carriers;

423 ~~(2) In the owned or leased vehicles of licensed vendors or~~  
424 ~~any persons authorized in s. 561.57(3) transporting alcoholic~~  
425 ~~beverage purchases from the distributor's place of business to~~  
426 ~~the vendor's licensed place of business or off-premises storage~~  
427 ~~and to which said vehicles are carrying a permit and invoices or~~  
428 ~~sales tickets for alcoholic beverages purchased and transported~~  
429 ~~as provided for in the alcoholic beverage law;~~

430 (2)~~(3)~~ By individuals who possess such beverages not for  
431 resale within the state;

432 (3)~~(4)~~ By licensed manufacturers, distributors, or vendors  
433 transporting ~~delivering~~ alcoholic beverages under s. 561.57 ~~away~~  
434 ~~from their place of business in vehicles which are owned or~~  
435 ~~leased by such licensees; and~~

436 (4)~~(5)~~ By a vendor, distributor, pool buying agent, or  
437 salesperson of wine and spirits as outlined in s. 561.57(5).

438 Section 7. Paragraph (c) of subsection (2) of section  
439 562.13, Florida Statutes, is amended to read:

440 562.13 Employment of minors or certain other persons by  
441 certain vendors prohibited; exceptions.—

442 (2) This section shall not apply to:

443 (c) Persons under the age of 18 years who are employed in  
444 drugstores, grocery stores, department stores, florists,  
445 specialty gift shops, or automobile service stations licensed  
446 under ss. 563.02(1)(a) and 564.02(1)(a). This exception also  
447 includes a vendor licensed under s. 565.02(1)(a) whose gross  
448 monthly sales of alcoholic beverages do not exceed 30 percent of  
449 its total gross sales of products and services. A person 18  
450 years of age or older must personally supervise the sale of a  
451 distilled spirits beverage product by verifying the age of the  
452 purchaser to be 21 years of age or older and approving the sale  
453 ~~which have obtained licenses to sell beer or beer and wine, when~~  
454 ~~such sales are made for consumption off the premises.~~

455  
456 However, a minor to whom this subsection otherwise applies may  
457 not be employed if the employment, whether as a professional  
458 entertainer or otherwise, involves nudity, as defined in s.  
459 847.001, on the part of the minor and such nudity is intended as  
460 a form of adult entertainment.

461 Section 8. Subsections (1) and (3) of section 562.34,  
462 Florida Statutes, are amended to read:

463 562.34 Containers; seizure and forfeiture.—

464 (1) A ~~It shall be unlawful for any person~~ may not ~~to~~ have  
465 in her or his possession, custody, or control any cans, jugs,  
466 jars, bottles, vessels, or any other type of containers which  
467 are being used, are intended to be used, or are known by the  
468 possessor to have been used to bottle or package alcoholic

469 beverages; however, this subsection does ~~provision shall~~ not  
 470 apply to a ~~any~~ person properly licensed to bottle or package  
 471 such alcoholic beverages, a ~~or to any~~ person intending to  
 472 dispose of such containers to a person, firm, or corporation  
 473 properly licensed to bottle or package such alcoholic beverages,  
 474 or a person who has in her or his possession, custody, or  
 475 control one or more growlers as defined in s. 563.06(7).

476 (3) ~~A It shall be unlawful for any person may not to~~  
 477 transport any cans, jugs, jars, bottles, vessels, or any other  
 478 type of containers intended to be used to bottle or package  
 479 alcoholic beverages; however, this subsection does ~~section shall~~  
 480 not apply to a ~~any~~ firm or corporation holding a license to  
 481 manufacture or distribute such alcoholic beverages; a ~~and shall~~  
 482 ~~not apply to any~~ person transporting such containers to a ~~any~~  
 483 person, firm, or corporation holding a license to manufacture or  
 484 distribute such alcoholic beverages; or a person transporting  
 485 one or more growlers as defined in s. 563.06(7).

486 Section 9. Section 563.022, Florida Statutes, is amended  
 487 to read:

488 563.022 Relations between beer distributors and  
 489 manufacturers.—

490 (1) LEGISLATIVE FINDINGS AND INTENT.—

491 (a) Regulation of business relations between beer  
 492 distributors and manufacturers is necessary and appropriate in  
 493 the public interest.

494 (b) This section is enacted pursuant to authority of the

495 | state under the provisions of the Twenty-First Amendment to the  
496 | United States Constitution to promote the public's interest in  
497 | fair, efficient, and competitive distribution of malt beverage  
498 | products by regulation and encouragement of manufacturers and  
499 | distributors to conduct their business relations toward these  
500 | ends by:

501 |       1. Assuring that the beer distributor is free to manage  
502 | its business enterprise, including the distributor's right to  
503 | independently establish its selling prices;

504 |       2. Assuring the manufacturer and the public of service  
505 | from a distributor who will devote reasonable efforts and  
506 | resources to sales and distribution of the manufacturer's  
507 | products, which distributor has been granted the right to sell  
508 | and distribute and to maintain a satisfactory sales level; and

509 |       3. Establishing and maintaining an orderly system of  
510 | distribution of beer to the public.

511 |       (c) This section shall govern all relations between  
512 | manufacturers and their distributors to the full extent  
513 | consistent with the constitutions and laws of this state and the  
514 | United States.

515 |       (d) In order to promote the intention and policies  
516 | announced herein, the provisions of this section shall be  
517 | liberally construed.

518 |       (2) DEFINITIONS.—In construing this section, unless the  
519 | context otherwise requires, the word, phrase, or term:

520 |       (a) "Designated member" means the spouse, child,

521 grandchild, parent, brother, or sister of a deceased individual  
522 who owned an interest in a distributor, who is entitled to  
523 inherit the deceased individual's ownership interest in the  
524 distributor under the terms of the deceased individual's will or  
525 other testamentary device, or who is entitled to inherit such  
526 ownership interest under the laws of intestate succession of  
527 this state. With respect to an incapacitated individual owning  
528 an ownership interest in a distributor, the term means the  
529 person appointed by a court as the conservator of such  
530 individual's property. The term also includes the appointed and  
531 qualified personal representative and the testamentary trustee  
532 of a deceased individual owning an ownership interest in a  
533 distributor.

534 (b) "Distributor" or "wholesaler" means any person, firm,  
535 association, corporation, or company which is a distributor  
536 licensed to sell and distribute beer at wholesale to persons who  
537 are licensed to sell beer.

538 (c) "Franchise agreement" or "agreement" means a written  
539 contract or agreement, ~~either expressed or implied, whether oral~~  
540 ~~or written,~~ for a definite ~~or indefinite~~ period of time in which  
541 a manufacturer grants to a beer distributor the right to  
542 purchase, resell, and distribute a specified ~~any~~ brand or brands  
543 offered by the manufacturer.

544 (d) "Franchisee" means a beer distributor to whom a  
545 franchise is offered or granted.

546 (e) "Franchisor" means a beer manufacturer who grants a

547 franchise to a beer distributor.

548 (f) "Fraud" includes actual fraud or constructive fraud as  
 549 normally defined, in addition to the following:

550 1. A misrepresentation in any manner, whether  
 551 intentionally false or arising from gross negligence, of a  
 552 material fact.

553 2. A promise or representation not made honestly and in  
 554 good faith.

555 3. An intentional failure to disclose a material fact.

556 4. Any artifice employed to deceive another.

557 (g) "Good faith" means honesty in fact in the conduct or  
 558 transaction concerned as defined and interpreted under s.  
 559 671.201(20).

560 (h) "Manufacturer" means any person who manufactures or  
 561 imports beer for distribution to distributors licensed in  
 562 Florida.

563 (i) "Person" means a natural person, corporation,  
 564 association, partnership, trust, or other business entity and,  
 565 in case of a business entity, shall include any other entity in  
 566 which it has a majority interest or it effectively controls, as  
 567 well as the individual officers, directors, and other persons in  
 568 active control of the activities of each such entity. The term  
 569 also includes heirs, assigns, personal representatives, and  
 570 guardians.

571 (j) "Primary manufacturer" means a manufacturer that  
 572 provides more than 50 percent by volume of the malt beverages

573 purchased by and delivered to a distributor per calendar year.

574 (k)~~(j)~~ "Reasonable qualifications" means the standard of  
575 the reasonable criteria established and consistently used by the  
576 respective manufacturer for Florida distributors that entered  
577 into, continued, or renewed an agreement with the manufacturer  
578 during a period of 24 months prior to the proposed transfer of  
579 the distributor's business, or for Florida distributors that  
580 have changed managers or designated managers during a period of  
581 24 months prior to the proposed change in manager or successor  
582 manager of the distributor's business.

583 (l)~~(k)~~ "Retaliatory action" includes, but is not limited  
584 to, the refusal of a primary manufacturer to continue an  
585 agreement or a material reduction in the quality of service or  
586 quantity of products available to a distributor under an  
587 agreement which refusal or reduction is not made in good faith.

588 (m)~~(l)~~ "Sale" includes the issuance, transfer, agreement  
589 for transfer, exchange, pledge, hypothecation, or mortgage in  
590 any manner or form, whether by transfer in trust or otherwise,  
591 of beer or of any franchise related thereto for a consideration  
592 and any option, subscription, or other contract, or  
593 solicitation, looking to a sale, or offer or attempt to sell in  
594 any form, whether in oral or written form, for a consideration.

595 (n)~~(m)~~ "Transfer of a distributor's business" means the  
596 voluntary sale, assignment, or other transfer of the business or  
597 control of the business of the distributor, including the sale  
598 or other transfer of stock or assets by merger, consolidation,

599 or dissolution.

600 (3) FRANCHISE REQUIREMENTS.—Each franchise agreement  
601 entered into between a manufacturer and distributor shall:

602 (a) Be negotiated and executed in good faith by both  
603 parties such that obligations and considerations are met during  
604 the term of the agreement. The agreement shall provide that the  
605 distributor and manufacturer agree with respect to all aspects  
606 of the agreement, that both parties will act in good faith  
607 during the course of the agreement, and that the distributor  
608 agrees to not unfairly allocate its resources and efforts to a  
609 competitor brand.

610 (b) Include all territorial assignments.

611 (c) Have a term of no more than 5 years if the  
612 manufacturer is not the primary manufacturer for the  
613 distributor. An agreement entered into before July 1, 2015, that  
614 has no definite term shall expire on June 30, 2020.

615 (d) Be substantially similar with regard to terms and  
616 conditions to all other franchise agreements between the  
617 manufacturer and its other distributors.

618 (e) Include provisions for the recovery of actual damages  
619 by the distributor pursuant to subsection (18), if the  
620 manufacturer terminates or cancels the agreement before  
621 expiration of the term of the agreement without good cause as  
622 defined in subsections (8) and (11). Damages shall not be  
623 awarded for failure to renew an agreement upon completion of the  
624 term of the previous agreement if the manufacturer is not a



625 primary manufacturer.

626 (f) Explicitly state that the manufacturer's trademarks  
 627 are the manufacturer's exclusive property and shall be used in  
 628 accordance with the manufacturer's standards and under the  
 629 manufacturer's direction, and that the use of such a trademark  
 630 by the distributor provides no rights beyond those expressly  
 631 provided in the agreement.

632 (g) Permit modification of the agreement at any time  
 633 during the term of the agreement if both the manufacturer and  
 634 distributor agree, provide such modification in writing, and  
 635 sign the modified agreement.

636 (4)~~(3)~~ APPLICATION.—A ~~Any~~ person who engages directly or  
 637 indirectly in purposeful franchise agreements ~~or contracts~~ in  
 638 connection with the sale of beer to beer distributors within  
 639 this state shall be subject to the provisions of this section  
 640 and shall be subject to the jurisdiction of the courts of this  
 641 state for violations of this section in accordance with the  
 642 provisions of the laws of this state.

643 (5)~~(4)~~ UNLAWFUL ACTS AND PRACTICES.—Unfair methods of  
 644 competition and unfair or deceptive acts or practices in the  
 645 conduct of the manufacturing, importing, distribution, sale,  
 646 wholesaling, and franchising of beer, as defined in subsection  
 647 (6) ~~(5)~~, are declared to be unlawful. ~~Any person who violates~~  
 648 ~~any provision of this section shall not be subject to the~~  
 649 ~~criminal penalties set forth in the Beverage Law on account of~~  
 650 ~~such violation.~~

651            (6) ~~(5)~~ UNFAIR AND PROHIBITED ACTS.—

652            (a) It shall be deemed a violation of subsection (5) ~~(4)~~  
 653 for any manufacturer or distributor to engage in any action  
 654 which is in bad faith or unconscionable and which causes damage  
 655 in terms of law or equity to any of the parties or to the  
 656 public.

657            (b) It shall be deemed a violation of subsection (5) ~~(4)~~  
 658 for a manufacturer or officer, agent, or other representative  
 659 thereof:

660            1. To coerce or compel, or attempt to coerce or compel,  
 661 any beer distributor to order or accept delivery of any beer or  
 662 any other commodity or commodities which such beer distributor  
 663 has not voluntarily ordered.

664            2. To refuse to deliver in reasonable quantities and  
 665 within a reasonable time after receipt of the distributor's  
 666 order to any distributor having a franchise ~~or contractual~~  
 667 agreement for the distribution and sale of beer sold by such  
 668 manufacturer, beer covered by such franchise agreement ~~or~~  
 669 ~~contract~~. However, the failure to deliver any such beer shall  
 670 not be considered a violation of this section if such failure is  
 671 due to prudent and reasonable restriction on extension of credit  
 672 by the manufacturer to the distributor, an act of God, work  
 673 stoppage or delay due to a strike or labor difficulty, a bona  
 674 fide shortage of materials, freight embargo, or other cause over  
 675 which the manufacturer, or any agent thereof, shall have no  
 676 control whatsoever.

677           3. To coerce or compel, or attempt to coerce or compel, a  
678 beer distributor to enter into any agreement, ~~whether written or~~  
679 ~~oral~~, supplementary to an existing franchise with such  
680 manufacturer or officer, agent, or other representative thereof,  
681 or to do any other act prejudicial to such distributor, by  
682 threatening to cancel any franchise ~~or any contractual~~ agreement  
683 existing between such manufacturer and such distributor.  
684 However, notice in good faith to a beer distributor of such  
685 distributor's violation or breach of any terms or provisions of  
686 such franchise ~~or contractual~~ agreement shall not constitute a  
687 violation of this section if such notice is in writing, is  
688 mailed by registered or certified mail to such distributor at  
689 his or her current business address, and contains the specific  
690 facts as to the distributor's violation or breach of such  
691 franchise ~~or contractual~~ agreement.

692           4. To terminate or, ~~cancel, fail to renew, or refuse to~~  
693 ~~continue~~ the franchise ~~or selling~~ agreement of any such  
694 distributor without good cause as defined in subsections (8) ~~(7)~~  
695 and (11) ~~(10)~~. ~~The nonrenewal of a franchise or selling~~  
696 ~~agreement without good cause shall constitute an unfair~~  
697 ~~termination or cancellation regardless of the specified time~~  
698 ~~period of such franchise or selling agreement.~~

699           5. If the manufacturer is a primary manufacturer for the  
700 distributor, to fail to renew, or refuse to continue the  
701 franchise agreement of any such distributor, without good cause  
702 as defined in subsections (8) and (11). Such nonrenewal of a

703 franchise agreement constitutes an unfair termination or  
704 cancellation for any time period specified in such franchise  
705 agreement. If the manufacturer is not a primary manufacturer for  
706 the distributor, the manufacturer is not required to renew or  
707 continue the franchise agreement following the term of the  
708 franchise agreement.

709 ~~6.5.~~ To willfully discriminate, either directly or  
710 indirectly, in price offered to franchisees where the effect of  
711 such discrimination is likely to substantially lessen  
712 competition.

713 ~~7.6.~~ To prevent or attempt to prevent, by agreement  
714 ~~contract~~ or otherwise, any beer distributor from changing the  
715 capital structure of his or her distributorship or the means by  
716 or through which he or she finances the operation of his or her  
717 distributorship, provided that the distributor at all times  
718 meets capital standards which are reasonable in light of  
719 generally accepted capital standards within the manufacturer's  
720 beer distribution system. Nothing in this subparagraph  
721 diminishes the right of a manufacturer to prohibit public  
722 ownership of its franchises.

723 ~~8.7.~~ To prevent or attempt to prevent, by agreement  
724 ~~contract~~ or otherwise, any beer distributor or any officer,  
725 member partner, or stockholder of any beer distributor from  
726 selling or transferring any part of the interest of any of them  
727 to any other person or persons or party or parties. However, no  
728 distributor, officer, partner, or stockholder shall have the

729 right to sell, transfer, or assign the franchise or power of  
730 management or control thereunder without the written consent of  
731 the manufacturer, distributor, or wholesaler, except that such  
732 consent shall not be unreasonably withheld.

733 a. No manufacturer shall unreasonably withhold or delay  
734 its approval of any assignment, sale, or transfer of the stock  
735 of a distributor or of all or any portion of a distributor's  
736 assets, a distributor's voting stock, the voting stock of any  
737 parent corporation, or the beneficial ownership or control of  
738 any other entity owning or controlling a distributor, including  
739 the distributor's rights and obligations under the terms of an  
740 agreement, whenever the person or persons to be substituted meet  
741 reasonable qualifications. Upon the death of one of the partners  
742 of a partnership operating the business of a distributor, no  
743 manufacturer shall deny the surviving partner or partners of  
744 such partnership the right to become a successor-in-interest to  
745 the agreement between the manufacturer and such partnership,  
746 provided that the survivor has been active in the management of  
747 the partnership and is otherwise capable of carrying on the  
748 business of the partnership, and provided further that such  
749 right is consistent with the rights and desires of the heirs or  
750 devisees of the deceased partner.

751 b. Notwithstanding the provisions of subparagraph a., upon  
752 the death of a distributor, no manufacturer shall deny approval  
753 for any transfer of ownership to a designated member of the  
754 family of an owner of a distributor; provided, however, that any

755 subsequent transfer of such ownership by such designated member  
756 shall thereafter be subject to the provisions of subparagraph a.

757 ~~9.8.~~ To obtain money, goods, services, anything of value,  
758 or any other benefit from any person in exchange for having  
759 coerced or compelled a beer distributor to do business with such  
760 other person.

761 ~~10.9.~~ To require a beer distributor to assent to a  
762 release, assignment, novation, waiver, or estoppel which would  
763 relieve any person from liability imposed by this section.

764 ~~11.10.~~ To restrict or inhibit, directly or indirectly, the  
765 right of free association among manufacturers or distributors of  
766 beer for any lawful purpose.

767 ~~12.11.~~ To fix or maintain the price at which a distributor  
768 may resell beer.

769 ~~13.12.~~ To coerce or attempt to coerce any distributor to  
770 accept delivery of any beer or other commodity ordered by a  
771 distributor if the order was properly canceled by the  
772 distributor.

773 ~~14.13.~~ To change a distributor's quota of a brand or  
774 brands if the change is not made in good faith.

775 ~~15.14.~~ To require a distributor, by any means, to  
776 participate in or contribute to any local or national  
777 advertising fund controlled directly or indirectly by a  
778 manufacturer.

779 ~~16.15.~~ To take any retaliatory action against a  
780 distributor that files a complaint regarding an alleged

781 violation by the manufacturer of state or federal law or an  
 782 administrative rule.

783 17.16. To require or prohibit, without good cause provided  
 784 in writing, any change in the manager or successor manager of  
 785 any distributor who has been approved by the manufacturer as of  
 786 June 4, 1987. Should a distributor change an approved manager or  
 787 successor manager, a manufacturer shall not require or prohibit  
 788 the change unless the person fails to meet the reasonable  
 789 written standards for Florida distributors of the manufacturer  
 790 which standards have been provided to the distributor.

791 ~~(7)(6)~~ MANUFACTURER'S GOOD FAITH DISTRIBUTOR'S  
 792 ~~RESIGNATION,~~ CANCELLATION, TERMINATION, FAILURE TO RENEW, OR  
 793 REFUSAL TO CONTINUE.—

794 (a) ~~Notwithstanding any agreement and except as otherwise~~  
 795 ~~provided for in this section,~~ A manufacturer shall not cause a  
 796 distributor to resign from an agreement, or cancel or  
 797 terminate, ~~fail to renew, or refuse to continue under an~~  
 798 agreement unless the manufacturer has ~~complied with all of the~~  
 799 following:

800 1.(a) ~~Has~~ Satisfied the applicable notice requirements of  
 801 subsection (10); ~~(9).~~

802 2.(b) ~~Has~~ Acted in good faith; and.

803 3.(c) ~~Has~~ Good cause for the cancellation or termination,  
 804 nonrenewal, ~~discontinuance, or forced resignation.~~

805 (b) If a manufacturer is a primary manufacturer for the  
 806 distributor, the manufacturer shall not discontinue or fail to

807 renew an agreement with the distributor unless the manufacturer  
808 has:

809 1. Satisfied the applicable notice requirements of  
810 subsection (10);

811 2. Acted in good faith; and

812 3. Good cause for the discontinuance or nonrenewal.

813 ~~(8)-(7)~~ GOOD CAUSE.—Notwithstanding any agreement, good  
814 cause shall exist for the purposes of a termination,  
815 cancellation, nonrenewal, or discontinuance under subsection (7)  
816 ~~paragraph (6)(e)~~ when all of the following occur:

817 (a) There is a failure by the distributor to comply with a  
818 provision of the agreement which is both reasonable and of  
819 material significance to the business relationship between the  
820 distributor and the manufacturer.

821 (b) The manufacturer first acquired knowledge of the  
822 failure described in paragraph (a) not more than 18 months  
823 before the date notification was given pursuant to subsection  
824 (10)(6).

825 (c) The distributor was given written notice by the  
826 manufacturer of failure to comply with the agreement.

827 (d) The distributor was afforded a reasonable opportunity  
828 to assert good faith efforts to comply with the agreement within  
829 the time limits provided for in paragraph (e).

830 (e) The distributor has been afforded 15 ~~30~~ days in which  
831 to submit a plan of corrective action to comply with the  
832 agreement and an additional 30 ~~90~~ days to cure such



833 noncompliance in accordance with the plan or to sell his or her  
 834 distributorship consistent with the provisions of this section.

835 (9)-(8) BURDEN OF PROOF.—For each good faith termination  
 836 or cancellation by a manufacturer, or nonrenewal, or  
 837 discontinuance by a primary manufacturer of the distributor, the  
 838 manufacturer shall provide prima facie evidence ~~have the burden~~  
 839 ~~of~~ showing that it has acted in good faith, that the notice  
 840 requirements under this section have been complied with, and  
 841 that there was good cause for the termination, cancellation,  
 842 nonrenewal, or discontinuance. After the manufacturer provides  
 843 such prima facie evidence, the burden of proof is shifted to the  
 844 distributor to prove that the manufacturer has not met statutory  
 845 and contractual requirements.

846 (10)-(9) NOTICE.—Notwithstanding any agreement and except  
 847 as otherwise provided in this section, for each good faith  
 848 termination or cancellation by a manufacturer, or nonrenewal or  
 849 discontinuance by a primary manufacturer of the distributor, the  
 850 manufacturer shall furnish written notice ~~of the termination,~~  
 851 ~~cancellation, nonrenewal, or discontinuance of an agreement to~~  
 852 the distributor at least 30 ~~not less than 90~~ days before the  
 853 effective date of the termination, cancellation, nonrenewal, or  
 854 discontinuance; in no event shall the contractual term of any  
 855 such franchise ~~or selling~~ agreement expire without the written  
 856 consent of the beer distributor involved before ~~prior to the~~  
 857 expiration of at least 30 ~~90~~ days after ~~following~~ such written  
 858 notice. The notice shall be by certified mail and shall contain

859 all of the following:

860 (a) A statement of intention to terminate, cancel, not  
861 renew, or discontinue the agreement.

862 (b) A statement of the reason for the termination,  
863 cancellation, nonrenewal, or discontinuance.

864 (c) The date on which the termination, cancellation,  
865 nonrenewal, or discontinuance takes effect.

866 (11)~~(10)~~ CONDITIONS AND NOTICE REQUIRED.—Notwithstanding  
867 subsections (7) ~~(6)~~ and (10) ~~(9)~~, a manufacturer may terminate,  
868 cancel, fail to renew, or discontinue an agreement for good  
869 cause immediately without notice ~~after not less than 15 days'~~  
870 ~~written notice given in the manner and containing the~~  
871 ~~information required by subsection (9)~~, if any of the following  
872 occur:

873 (a) Insolvency of the distributor, the filing of any  
874 petition by or against the distributor under any bankruptcy or  
875 receivership law, or the dissolution or liquidation of the  
876 wholesaler which materially affects the distributor's ability to  
877 remain in business.

878 (b) Suspension or revocation of the distributor's license  
879 by the division or by the Federal Bureau of Alcohol, Tobacco and  
880 Firearms whereby the distributor cannot distribute beer for more  
881 than 60 days.

882 (c) The distributor, or a partner or an individual who  
883 owns 10 percent or more of the partnership or stock of a  
884 corporate distributor, has been convicted of a felony under the

885 United States Code or the laws of any state which reasonably may  
886 adversely affect the good will or interest of the distributor or  
887 manufacturer. However, an existing stockholder or stockholders,  
888 partner or partners, a designated member or members, or the  
889 distributor itself, if incorporated, shall have, subject to the  
890 provisions of this section, the right to purchase the  
891 partnership interest or the stock of the offending partner or  
892 stockholder, and if the sale is completed within 15 days of the  
893 conviction of the offending partner or stockholder, the right of  
894 termination, cancellation, nonrenewal, or discontinuance of the  
895 distributorship agreement shall not apply.

896 (d) There was fraudulent conduct on the part of the  
897 distributor relating to a material matter in dealings with the  
898 manufacturer or its products.

899 (e) The principal of the distributor intentionally and  
900 willfully sells the manufacturer's products to a retailer or  
901 retailers located outside a distributor's territory, but only if  
902 the manufacturer has assigned exclusive territories to its  
903 distributors in Florida.

904 (f) The distributor fails to pay for the manufacturer's  
905 products ordered and delivered in accordance with terms  
906 established with the manufacturer and has continued to fail to  
907 make payment within 15 business days after receipt of notice of  
908 the delinquency and demand for immediate payment.

909 (g) The distributor sells, transfers, or assigns the  
910 franchise or control thereunder without the written consent of

911 the manufacturer.

912 (12)~~(11)~~ DISCONTINUANCE OF PRODUCTION OR DISTRIBUTION.—  
913 Notwithstanding subsections (7), (10), and (11) ~~(6), (9), and~~  
914 ~~(10)~~, a manufacturer may terminate, cancel, not renew, or  
915 discontinue an agreement upon not less than 30 days' prior  
916 written notice if the supplier discontinues production or  
917 discontinues distribution throughout this state of all the  
918 brands sold by the manufacturer to the distributor. Nothing in  
919 this section shall prohibit a manufacturer, upon not less than  
920 30 days' notice, to completely discontinue the distribution  
921 throughout this state of any particular brand or package of  
922 beer. This subsection does not prohibit a manufacturer from  
923 conducting test marketing of a new brand of beer or from  
924 conducting the test marketing of a brand of beer which is not  
925 currently being sold in this state, provided that the  
926 manufacturer has notified the division in writing of its plans  
927 to test market. The notice shall describe the market area in  
928 which the test shall be conducted, the name or names of the  
929 distributor or distributors who will be selling the beer, the  
930 name or names of the brand of beer being tested, and the period  
931 of time during which the testing will take place. A market  
932 testing period shall not exceed 18 months.

933 (13)~~(12)~~ REASONABLE EFFORT REQUIRED.—The distributor shall  
934 devote such efforts and resources, as required in the agreement  
935 between the distributor and the manufacturer, to sales and  
936 distribution of all the manufacturer's products which the

937 distributor has been granted the right and has agreed to sell  
938 and distribute so long as such requirements are reasonable. In  
939 the absence of such an agreement, the distributor shall devote  
940 reasonable efforts and resources.

941 (14)~~(13)~~ WAIVER PROHIBITED.—A distributor shall not waive  
942 any of the rights granted in any provision of this section.  
943 Nothing in this section shall be construed to limit or prohibit  
944 good faith dispute settlements voluntarily entered into by the  
945 parties.

946 (15)~~(14)~~ MANUFACTURER; PROHIBITED INTERESTS.—

947 (a) This subsection applies to:

- 948 1. A manufacturer;
- 949 2. Any officer, director, agent, or employee of a  
950 manufacturer; or
- 951 3. An affiliate of any manufacturer, regardless of whether  
952 the affiliation is corporate or by management, direction, or  
953 control.

954 (b) Except as provided in paragraph (c), no entity or  
955 person specified in paragraph (a) may have an interest in the  
956 license, business, assets, or corporate stock of a licensed  
957 distributor nor shall such entity sell directly to any vendor in  
958 this state other than to vendors who are licensed pursuant to s.  
959 561.221(2).

960 (c) Any entity described in paragraph (a) may financially  
961 assist a proposed distributor in acquiring ownership of the  
962 distributorship through participation in a limited partnership

963 arrangement in which the entity described in paragraph (a) is a  
964 limited partner and the proposed distributor seeking to acquire  
965 ownership of the distributorship is the general partner. Such  
966 limited partnership arrangements may exist for no longer than 8  
967 years from their creation and shall not be extended or renewed  
968 by means of a transfer of full ownership to an entity described  
969 in paragraph (a) followed by the creation of a new limited  
970 partnership or by any other means. In any such arrangement for  
971 financial assistance, the federal basic permit and distributor's  
972 license issued by the division shall be issued in the name of  
973 the distributor and not in the name of an entity described in  
974 paragraph (a). If, after the creation of a limited partnership  
975 pursuant to this paragraph, an entity described in paragraph (a)  
976 acquires title to the distributorship which was the subject of  
977 the limited partnership, the entity described in paragraph (a)  
978 shall divest itself of the distributorship within 180 days, and  
979 the distributorship shall be ineligible for limited partnership  
980 financing for 20 years thereafter. No entity described in  
981 paragraph (a) shall enter into a limited partnership arrangement  
982 with a licensed distributor whose distributorship existed and  
983 was operated prior to the creation of such limited partnership  
984 arrangement.

985 (d) Nothing in the Beverage Law shall be construed to  
986 prohibit a manufacturer from shipping products to or between the  
987 licensed premises of its breweries without a distributor's  
988 license. A manufacturer that holds a valid manufacturer's

989 license may deliver, directly to any licensed vendor, up to  
 990 2,000 total kegs per calendar year of malt beverages  
 991 manufactured by the manufacturer and to which it owns the brand  
 992 rights, subject to the following requirements:

993 1. Vehicles used to deliver malt beverages to a licensed  
 994 vendor must be owned or leased by the manufacturer.

995 2. A manufacturer of malt beverages that is permitted  
 996 limited self-distribution pursuant to this paragraph is  
 997 responsible for payment of applicable excise taxes to the  
 998 division and applicable reports pursuant to ss. 561.50 and  
 999 561.55 with respect to the amount of malt beverages manufactured  
 1000 and sold to vendors. The reports shall clearly distinguish  
 1001 between malt beverages self-distributed by the manufacturer and  
 1002 malt beverages sold directly to consumers by the manufacturer  
 1003 pursuant to s. 561.221(2).

1004 3. A manufacturer of malt beverages that is permitted  
 1005 limited self-distribution pursuant to this paragraph may not  
 1006 provide malt beverages to a vendor that is within the exclusive  
 1007 sales territory of a distributor with whom the manufacturer is  
 1008 under contract.

1009 4. A manufacturer of malt beverages that is permitted  
 1010 limited self-distribution pursuant to this paragraph may only  
 1011 distribute malt beverages brewed by the licensed manufacturer  
 1012 which have not been shipped between manufacturing premises owned  
 1013 by the manufacturer packaged in kegs or barrels containing 1  
 1014 gallon or more to be sold or offered for sale by vendors at

1015 retail.

1016 (e) Notwithstanding the provisions of paragraph (b), any  
 1017 entity named in paragraph (a) may have an interest in the  
 1018 license, business, assets, or corporate stock of a licensed  
 1019 distributor for a maximum of 180 consecutive days as the result  
 1020 of a judgment of foreclosure against the distributor or for 180  
 1021 consecutive days after acquiring title pursuant to the written  
 1022 request of the licensed distributor. Under either of these  
 1023 circumstances, manufacturer ownership of an interest in the  
 1024 license, business, assets, or corporate stock of a licensed  
 1025 distributor shall only be for 180 days and only for the purpose  
 1026 of facilitating an orderly transfer of the distributorship to an  
 1027 owner not affiliated with a manufacturer.

1028 (f) Notwithstanding the provisions of paragraph (b), any  
 1029 entity named in paragraph (a) may have a security interest in  
 1030 the inventory or property of its licensed distributors to secure  
 1031 payment for said inventory or other loans for other purposes.

1032 (16)~~(15)~~ AGREEMENTS SUBJECT TO SECTION.—The provisions of  
 1033 this section shall apply to all written or oral agreements  
 1034 between a manufacturer and beer distributor in existence on July  
 1035 1, 2015 ~~June 4, 1987~~, as well as agreements entered into or  
 1036 renewed after July 1, 2015 ~~June 4, 1987~~.

1037 (17)~~(16)~~ AGREEMENTS BINDING ON SUCCESSOR.—A successor to a  
 1038 manufacturer that continues in business as a manufacturer shall  
 1039 be bound by all terms and conditions of each agreement of the  
 1040 manufacturer in effect on the date of succession.



1041 (18)-(17) REASONABLE COMPENSATION FOR TERMINATION OR  
 1042 CANCELLATION WITHOUT GOOD CAUSE.-Upon termination or  
 1043 cancellation of the agreement without good cause:

1044 (a) Any manufacturer which, without good cause, cancels  
 1045 or, terminates, ~~or fails to renew~~ any agreement, or lawfully  
 1046 denies approval of, or unreasonably withholds consent to, any  
 1047 assignment, transfer, or sale of a distributor's business assets  
 1048 or voting stock or other equity securities, shall pay  
 1049 compensation for actual damages to such distributor with whom it  
 1050 has an agreement, and other injured parties. A primary  
 1051 manufacturer that fails to renew an agreement pursuant to  
 1052 subparagraph (6) (b) 5. shall pay compensation for actual damages  
 1053 to a distributor with whom it has such agreement, and other  
 1054 injured parties. Actual damages shall reflect damages suffered  
 1055 by the distributor or injured party, including: a written  
 1056 contract

- 1057 1. Lost profits anticipated from prior sales.
- 1058 2. Incidental and consequential damages.
- 1059 3. Costs expended and not previously recovered during the  
 1060 duration of the agreement before cancellation or termination.  
 1061 ~~reasonable compensation for the diminished value of the~~  
 1062 ~~distributor's business or of any ancillary business or both~~  
 1063 ~~which has been negatively affected by the act of the~~  
 1064 ~~manufacturer. "Ancillary business" means a business owned by a~~  
 1065 ~~wholesaler, a controlling stockholder of a wholesaler, or a~~  
 1066 ~~controlling partner of a wholesaler, the assets of which are~~

1067 ~~primarily used in transporting, storing, or marketing the brand~~  
1068 ~~or brands of malt beverage of the supplier with whom the~~  
1069 ~~wholesaler has an agreement; or a business owned by a~~  
1070 ~~wholesaler, a controlling stockholder of a wholesaler, or a~~  
1071 ~~controlling partner of a wholesaler which recycles returnable~~  
1072 ~~beverage containers; or any other business owned by a~~  
1073 ~~wholesaler, a controlling stockholder of a wholesaler, or a~~  
1074 ~~controlling partner of a wholesaler, which business is primarily~~  
1075 ~~operated to benefit the wholesaler's ability to handle the brand~~  
1076 ~~or brands of malt beverage of the supplier with whom the~~  
1077 ~~wholesaler has an agreement. "Controlling stockholder" or~~  
1078 ~~"controlling partner" shall mean a person with an ownership~~  
1079 ~~interest in the wholesaler of 50 percent or more. The value of~~  
1080 ~~the distributor's business or ancillary business shall include,~~  
1081 ~~but not be limited to, its goodwill.~~

1082 (b) In the event the manufacturer and the beer distributor  
1083 are unable to mutually agree on the ~~reasonable~~ compensation to  
1084 be paid for the actual damages ~~value of the distributor's~~  
1085 ~~business, as defined herein,~~ the matter may, by agreement of the  
1086 parties, be submitted to a neutral arbitrator to be selected by  
1087 the parties and the claim settled in accordance with the rules  
1088 provided by the American Arbitration Association. Arbitration  
1089 costs shall be paid one-half by the distributor and one-half by  
1090 the manufacturer. The award of the arbitrator shall be final and  
1091 binding on the parties.

1092 (19) ~~(18)~~ REMEDIES.—

1093 (a) During the 30 ~~90~~-day period provided in subsection  
 1094 (10) ~~(9)~~ or during the 15-day period provided in subsection  
 1095 ~~(10)~~, either party, in appropriate circumstances, may bring  
 1096 action in the appropriate circuit court of this state to shorten  
 1097 the notice period so provided or to extend it pending a final  
 1098 determination of such proceedings on the merits.

1099 (b) In any action brought under this section, the court  
 1100 shall have authority to grant temporary, preliminary, and final  
 1101 injunctive relief. If the court grants injunctive relief, bond  
 1102 shall not be required to be posted.

1103 (c) In addition to temporary, preliminary, or final  
 1104 injunctive relief, any person who shall be aggrieved or injured  
 1105 in his or her business or property by reason of anything  
 1106 forbidden in this section may bring an action therefor in the  
 1107 appropriate circuit court of this state and, if successful shall  
 1108 recover the damages sustained and the costs of such action,  
 1109 including a reasonable attorney's fee.

1110 ~~(d) Without regard and in addition to any other remedy or~~  
 1111 ~~relief to which a person is entitled, anyone aggrieved by a~~  
 1112 ~~violation of this section may bring an action to obtain a~~  
 1113 ~~declaratory judgment that an act, action, or practice violates~~  
 1114 ~~this section and to enjoin a manufacturer or distributor who has~~  
 1115 ~~violated, is violating, or is otherwise likely to violate this~~  
 1116 ~~section.~~

1117 (d) ~~(e)~~ When such action is one of common or general  
 1118 interest to many persons or when the parties are numerous and it

1119 is impracticable to bring them all before the court, one or more  
1120 persons may bring a class action for the benefit of the whole,  
1121 including actions for injunctive relief.

1122 ~~(e)~~~~(f)~~ In an action for money damages, only if a judge or  
1123 jury finds that the defendant acted maliciously, the judge or  
1124 jury may award punitive damages as permitted by Florida law.

1125 ~~(f)~~~~(g)~~ The remedies provided in this subsection shall be  
1126 in addition to any other civil remedies provided by law or in  
1127 equity. Nothing contained in this subsection shall give rise to  
1128 or foreclose any claim which would otherwise exist against the  
1129 manufacturer or distributor by any proposed purchaser of the  
1130 distributor's business.

1131 ~~(20)~~~~(19)~~ CONTRACTS AND THE VALIDITY THEREOF.—No  
1132 manufacturer shall effect any sale to a distributor in Florida  
1133 except pursuant to a written agreement ~~contract~~ between the  
1134 manufacturer and the distributor which agreement ~~contract~~ is  
1135 consistent with the provisions of this section.

1136 ~~(21)~~~~(20)~~ REPURCHASE OF INVENTORY UPON TERMINATION.—

1137 (a) Whenever any beer distributor enters into a franchise  
1138 agreement with a manufacturer wherein the distributor agrees to  
1139 maintain an inventory of beer and the franchise is subsequently  
1140 terminated in accordance with this section and any circuit court  
1141 injunction requested by the distributor has been denied or  
1142 dissolved, the manufacturer shall repurchase the inventory as  
1143 provided in this section. If the distributor has any outstanding  
1144 debts to the manufacturer, then the repurchase amount may be

1145 credited to the distributor's account.

1146 (b) The manufacturer shall repurchase that inventory  
1147 previously purchased from him or her and held by the distributor  
1148 on the date of termination of the agreement ~~contract~~. The  
1149 manufacturer shall pay fair market value for the inventory being  
1150 repurchased and 100 percent of the actual distributor cost,  
1151 including freight and reasonable storage and handling costs, of  
1152 all unsold beer. For the purposes of this paragraph, the term  
1153 "fair market value" means the amount a willing manufacturer,  
1154 under no compulsion to sell, would be willing to accept, and a  
1155 willing distributor, under no compulsion to purchase, would be  
1156 willing to pay for the malt beverages.

1157 (c) Upon payment within a reasonable time of the  
1158 repurchase amount to the distributor, the title and right of  
1159 possession to the repurchased inventory shall be transferred to  
1160 the manufacturer.

1161 (d) The provisions of this section shall not require the  
1162 repurchase from a distributor of:

1163 1. Any inventory which the distributor desires to keep,  
1164 provided the distributor has a contractual right to do so.

1165 2. Any inventory which was ordered by the distributor on  
1166 or after the date of receipt of the notification of termination  
1167 of the franchise ~~or contractual~~ agreement.

1168 3. Any inventory which was acquired by the distributor  
1169 from any source other than the manufacturer.

1170 4. Any inventory which the distributor failed to sell by

1171 the "best by" date.

1172 (e) If any manufacturer shall fail or refuse to repurchase  
1173 any inventory covered under the provisions of this section  
1174 within 60 days after termination of an agreement ~~a distributor's~~  
1175 ~~contract~~, he or she shall be civilly liable for 100 percent of  
1176 the current wholesale price of the inventory plus any freight  
1177 charges paid by the distributor, the distributor's reasonable  
1178 attorney's fees, court costs, and interest on the current  
1179 wholesale price computed at the legal interest rate provided in  
1180 s. 687.01 from the 61st day after termination.

1181 ~~(22)~~ ~~(21)~~ INDEMNIFICATION.—A manufacturer shall fully  
1182 indemnify and hold harmless its distributor against any losses,  
1183 including, but not limited to, court costs and reasonable  
1184 attorney's fees or damages arising out of complaints, claims, or  
1185 lawsuits, including, but not limited to, strict liability,  
1186 negligence, misrepresentation, or express or implied warranty  
1187 where the complaint, claim, or lawsuit relates to the  
1188 manufacture or packaging of beer or other functions by the  
1189 manufacturer which are beyond the control of the distributor.  
1190 The distributor must mail written notice to the manufacturer on  
1191 a prompt and timely basis after receipt of notice of a  
1192 complaint, claim, or lawsuit in order for the manufacturer to be  
1193 liable under this subsection with respect to such complaint,  
1194 claim, or lawsuit.

1195 Section 10. Subsections (1) and (6) of section 563.06,  
1196 Florida Statutes, are amended, present subsection (7) is

1197 | renumbered as subsection (8) and amended, and a new subsection  
 1198 | (7) is added to that section, to read:

1199 |       563.06 Malt beverages; imprint on individual container;  
 1200 | size of containers; growlers; exemptions.—

1201 |       (1) ~~On and after October 1, 1959,~~ All taxable malt  
 1202 | beverages packaged in individual containers possessed by any  
 1203 | person in the state for the purpose of sale or resale in the  
 1204 | state, except operators of railroads, sleeping cars, steamships,  
 1205 | buses, and airplanes engaged in interstate commerce and licensed  
 1206 | under this section, shall have imprinted thereon in clearly  
 1207 | legible fashion by any permanent method the word "Florida" or  
 1208 | "FL" and no other state name or abbreviation of any state name  
 1209 | in not less than 8-point type. The word "Florida" or "FL" shall  
 1210 | appear first or last, if imprinted in conjunction with any  
 1211 | manufacturer's code. A facsimile of the imprinting and its  
 1212 | location as it will appear on the individual container shall be  
 1213 | submitted to the division for approval.

1214 |       (6) With the exception of growlers as defined in  
 1215 | subsection (7), all malt beverages packaged in individual  
 1216 | containers sold or offered for sale by vendors at retail in this  
 1217 | state shall be in individual containers containing no more than  
 1218 | 32 ounces of such malt beverages; ~~provided, however, that~~  
 1219 | nothing contained in this section shall affect malt beverages  
 1220 | packaged in bulk, ~~or~~ in kegs, or in barrels or in any individual  
 1221 | container containing 1 gallon or more of such malt beverage  
 1222 | regardless of individual container type.

1223 (7) (a) As used in the Beverage Law, the term "growler"  
1224 means a container that holds 32, 64, or 128 ounces in volume  
1225 that was originally manufactured to hold malt beverages.

1226 (b) A growler may be filled or refilled with:

1227 1. A malt beverage manufactured by a manufacturer that  
1228 holds a valid manufacturer's license and operates a taproom  
1229 pursuant to s. 561.221(2) (a), if the manufacturer filling the  
1230 growler is the same manufacturer that brewed the malt beverage  
1231 and is filling the growler in the taproom.

1232 2. A malt beverage manufactured by a manufacturer that  
1233 holds a valid manufacturer's license and a valid vendor's  
1234 license pursuant to s. 561.221(2) (b) or (3), if the manufacturer  
1235 filling the growler is the same manufacturer that brewed the  
1236 malt beverage and is filling the growler pursuant to its  
1237 vendor's license.

1238 3. A malt beverage manufactured by a manufacturer, if the  
1239 manufacturer filling the growler holds a valid manufacturer's  
1240 license pursuant to s. 561.221(2) (b) or (3) and a valid quota  
1241 license at that location pursuant to ss. 561.20(1) and  
1242 565.02(1) (a) - (f).

1243 4. A malt beverage manufactured by a manufacturer and sold  
1244 by a vendor if:

1245 a. The vendor filling the growler holds a valid quota  
1246 license at that location pursuant to ss. 561.20(1) and  
1247 565.02(1) (a) - (f); or

1248 b. The vendor filling the growler holds a vendor license



1249 under s. 563.02(1)(a)-(f) or s. 564.02(1)(a)-(f), obtains at  
 1250 least 80 percent of its annual gross revenue from the sale of  
 1251 malt beverages or wine or both, and does not also hold a  
 1252 manufacturer's license. Such a vendor is required to maintain  
 1253 records that demonstrate compliance with this provision for 3  
 1254 calendar years.

1255 (c) A growler must have an unbroken seal or be incapable  
 1256 of being immediately consumed.

1257 (d) A growler must be clearly labeled as containing an  
 1258 alcoholic beverage and provide the name of the manufacturer, the  
 1259 brand, the volume, the percentage of alcohol by volume, and the  
 1260 required label information for alcoholic beverages under 27  
 1261 C.F.R. s. 16.21. If a growler being refilled has an existing  
 1262 label or other identifying mark from a manufacturer or brand,  
 1263 that label shall be covered sufficiently to indicate the  
 1264 manufacturer and brand of the malt beverage placed in the  
 1265 growler.

1266 (e) A growler must be clean before being filled.

1267 (f) A licensee authorized to fill growlers may not use  
 1268 growlers for purposes of distribution or sale outside of the  
 1269 licensed manufacturing premises or licensed vendor premises.

1270 (8)-(7) A ~~Any~~ person, firm, or corporation or an agent,  
 1271 officer, or employee thereof who violates, ~~its agents, officers~~  
 1272 or employees, violating any of the provisions of this section  
 1273 commits, ~~shall be guilty of~~ a misdemeanor of the first degree,  
 1274 punishable as provided in s. 775.082 or s. 775.083, ~~+~~ and the

1275 license, if any, shall be subject to revocation or suspension by  
 1276 the division.

1277 Section 11. Section 563.09, Florida Statutes, is created  
 1278 to read:

1279 563.09 Malt beverage tastings by distributors and  
 1280 manufacturers.—

1281 (1) A manufacturer, distributor, or importer of malt  
 1282 beverages, or any contracted third-party agent thereof, may  
 1283 conduct sampling activities that include the tasting of malt  
 1284 beverage products on:

1285 (a) The licensed premises of a vendor authorized to sell  
 1286 alcoholic beverages by the drink for consumption on premises; or

1287 (b) The licensed premises of a vendor authorized to sell  
 1288 alcoholic beverages only in sealed containers for consumption  
 1289 off premises if:

1290 1. The licensed premises is at an establishment with at  
 1291 least 10,000 square feet of interior floor space exclusive of  
 1292 storage space not open to the general public; or

1293 2. The licensed premises is a package store licensed under  
 1294 s. 565.02(1)(a).

1295 (2) A malt beverage tasting conducted under this section  
 1296 must be limited to and directed toward the general public of the  
 1297 age of legal consumption.

1298 (3) For a malt beverage tasting conducted under this  
 1299 section on the licensed premises of a vendor authorized to sell  
 1300 alcoholic beverages for consumption on premises, each serving of

1301 a malt beverage to be tasted must be provided to the consumer by  
1302 the drink in a tasting cup, glass, or other open container and  
1303 may not be provided by the package in an unopened can or bottle  
1304 or in any other sealed container.

1305 (4) For a malt beverage tasting conducted under this  
1306 section on the licensed premises of a vendor authorized to sell  
1307 alcoholic beverages only in sealed containers for consumption  
1308 off premises, the tasting must be conducted in the interior of  
1309 the building constituting the vendor's licensed premises and  
1310 each serving of a malt beverage to be tasted must be provided to  
1311 the consumer in a tasting cup having a capacity of 3.5 ounces or  
1312 less.

1313 (5) A manufacturer, distributor, or importer, or any  
1314 contracted third-party agent thereof, may not pay a vendor, and  
1315 a vendor may not accept, a fee or compensation of any kind,  
1316 including the provision of a malt beverage at no cost or at a  
1317 reduced cost, to authorize the conduct of a malt beverage  
1318 tasting under this section.

1319 (6) (a) A manufacturer, distributor, or importer, or any  
1320 contracted third-party agent thereof, conducting a malt beverage  
1321 tasting under this section, must provide all of the beverages to  
1322 be tasted, the total volume of which per tasting may not exceed  
1323 576 ounces; must have paid all excise taxes on those beverages  
1324 which are required of the manufacturer or distributor; and must  
1325 return to the manufacturer's or distributor's inventory all of  
1326 the malt beverages provided for the tasting that remain

1327 unconsumed after the tasting. More than one tasting may be held  
1328 on the licensed premises each day, but only one manufacturer,  
1329 distributor, importer, or contracted third-party agent thereof,  
1330 may conduct a tasting on the premises at any one time.

1331 (b) Any samples of malt beverages provided to a vendor by  
1332 a manufacturer, distributor, or importer, or any contracted  
1333 third-party agent thereof, in conjunction with or at the time of  
1334 a tasting conducted under this section on the licensed premises  
1335 of such vendor are subject to the volume limit for such premises  
1336 set forth under paragraph (a).

1337 (c) This subsection does not preclude a manufacturer,  
1338 distributor, or importer, or any contracted third-party agent  
1339 thereof, from buying the malt beverages that it provides for the  
1340 tasting from a vendor at no more than the retail price, but all  
1341 of the malt beverages so purchased and provided for the tasting  
1342 which remain unconsumed after the tasting must be removed from  
1343 the premises of the tasting and properly disposed of.

1344 (7) A manufacturer, distributor, or importer of malt  
1345 beverages that contracts with a third-party agent to conduct a  
1346 malt beverage tasting under this section on its behalf is  
1347 responsible for any violation of this section by such agent.

1348 (8) This section does not preclude a vendor from  
1349 conducting a malt beverage tasting on its licensed premises  
1350 using malt beverages from its own inventory.

1351 (9) This section is supplemental to and does not supersede  
1352 any special act or ordinance.

1353           (10) The division may, pursuant to ss. 561.08 and 561.11,  
1354 adopt rules to implement, administer, and enforce this section.

1355           Section 12. Subsections (1) and (2) of section 565.03,  
1356 Florida Statutes, are amended to read:

1357           565.03 License fees; manufacturers, distributors, brokers,  
1358 sales agents, and importers of alcoholic beverages; vendor  
1359 licenses and fees; craft distilleries.—

1360           (1) As used in this section, the term:

1361           (a) "Craft distillery" means a licensed distillery that  
1362 produces 75,000 or fewer gallons per calendar year of distilled  
1363 spirits on its premises and has notified the division in writing  
1364 of its decision to qualify as a craft distillery.

1365           (b) "Distillery" means a manufacturer that distills ethyl  
1366 alcohol or ethanol to create ~~of~~ distilled spirits.

1367           (2) (a) A distillery authorized to do business under the  
1368 Beverage Law shall pay an annual state license tax for each  
1369 plant or branch operating in the state, as follows:

1370           1. If engaged in the business of manufacturing distilled  
1371 spirits, a state license tax of \$4,000.

1372           2. If engaged in the business of rectifying and blending  
1373 spirituous liquors and nothing else, a state license tax of  
1374 \$4,000.

1375           (b) Persons licensed under this section who are in the  
1376 business of distilling spirituous liquors may also engage in the  
1377 business of rectifying and blending spirituous liquors without  
1378 the payment of an additional license tax.

1379 (c) A craft distillery licensed under this section may  
1380 sell to consumers, at its souvenir gift shop, spirits distilled  
1381 on its premises in this state in factory-sealed containers that  
1382 are filled at the distillery for off-premises consumption. Such  
1383 sales are authorized only on private property contiguous to the  
1384 licensed distillery premises in this state and included on the  
1385 sketch or diagram defining the licensed premises submitted with  
1386 the distillery's license application. All sketch or diagram  
1387 revisions by the distillery shall require the division's  
1388 approval verifying that the souvenir gift shop location operated  
1389 by the licensed distillery is owned or leased by the distillery  
1390 and on property contiguous to the distillery's production  
1391 building in this state. A craft distillery or licensed  
1392 distillery may not sell any factory-sealed individual containers  
1393 of spirits except in face-to-face sales transactions with  
1394 consumers who are making a purchase of ~~two or fewer~~ individual  
1395 containers, that comply with the container limits in s. 565.10,  
1396 ~~per calendar year~~ for the consumer's personal use and not for  
1397 resale and who are present at the distillery's licensed premises  
1398 in this state.

1399 1. A craft distillery must report to the division within 5  
1400 days after it reaches the production limitations provided in  
1401 paragraph (1) (a). Any retail sales to consumers at the craft  
1402 distillery's licensed premises are prohibited beginning the day  
1403 after it reaches the production limitation.

1404 2. A craft distillery may only ship, arrange to ship, or

1405 deliver any of its distilled spirits to consumers within the  
1406 state in a face-to-face transaction at the distillery property.  
1407 However, a craft distiller licensed under this section may ship,  
1408 arrange to ship, or deliver such spirits to manufacturers of  
1409 distilled spirits, wholesale distributors of distilled spirits,  
1410 state or federal bonded warehouses, and exporters.

1411 3. Except as provided in subparagraph 4., it is unlawful  
1412 to transfer a distillery license for a distillery that produces  
1413 75,000 or fewer gallons per calendar year of distilled spirits  
1414 on its premises or any ownership interest in such license to an  
1415 individual or entity that has a direct or indirect ownership  
1416 interest in any distillery licensed in this state; another  
1417 state, territory, or country; or by the United States government  
1418 to manufacture, blend, or rectify distilled spirits for beverage  
1419 purposes.

1420 4. A craft distillery shall not have its ownership  
1421 affiliated with another distillery, unless such distillery  
1422 produces 75,000 or fewer gallons per calendar year of distilled  
1423 spirits on its premises.

1424 Section 13. Section 565.04, Florida Statutes, is repealed.

1425 Section 14. If any provision of s. 561.221(2), Florida  
1426 Statutes, as amended by this act, is held invalid, or if the  
1427 application of that subsection to any person or circumstance is  
1428 held invalid, the invalidity does not affect other provisions or  
1429 applications of this act which can be given effect without the  
1430 invalid provision or application, and to this end s. 561.221(2),

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1431 | Florida Statutes, is severable.

1432 |       Section 15. This act shall take effect July 1, 2015.