

2770 WISCONSIN FAIR DEALERSHIP LAW: GOOD CAUSE FOR TERMINATION, CANCELLATION, NONRENEWAL, FAILURE TO RENEW, OR SUBSTANTIAL CHANGE IN COMPETITIVE CIRCUMSTANCES (WIS. STAT. § 135.03)

The plaintiff claims that (grantor) violated the Wisconsin Fair Dealership Law by (terminating) (cancelling) (failing to renew) (substantially changing the competitive circumstances) of its dealership agreement w/ _____ without good cause. Question ____ of the special verdict asks:

Was the dealership agreement between (dealer) and (grantor) (e.g. terminated, cancelled, etc.) by (grantor) for good cause?

To answer this question "yes" you must determine whether (grantor) had good cause to (e.g. terminate) the dealership agreement it had with (dealer). The burden of proof on this question is on (grantor) to satisfy you that it had good cause to (e.g. terminate) the dealership agreement.

To determine if good cause existed, you must consider the efforts of (dealer) in fulfilling the terms of the agreement. [(Grantor) had good cause to (e.g. terminate) its dealership agreement with (dealer) if (dealer) did not substantially comply with an essential and reasonable requirement imposed by (grantor). [A requirement that discriminates against (dealer) and does not apply to other similar dealers either by its terms or in the way it is enforced is not an essential and reasonable requirement.]]

[Where evidence of bad faith by a dealer is presented: [(Grantor) had good cause to (insert act) if (dealer) acted in bad faith in carrying out the dealership agreement. Bad faith means an intention to take unfair advantage of (grantor) through fraud, dishonesty, or failure

to cooperate or to provide accurate information, or by other activities that render the transaction unfair to (grantor).

SPECIAL VERDICT

See Wis JI-Civil 2772.

COMMENT

This instruction was approved in 2002 and revised in 2004.

Wis. Stat. § 135.03. For the definition of "good cause," and the burden of proof, see Wis. Stat. § 135.02(4).