

Antes, Christopher

From: Tyler Starkey <tstarkey@1816llc.com>
Sent: Tuesday, March 17, 2026 10:57 PM
To: ATC-Rules
Subject: Comments on Proposed Readoption of 905 IAC 1-32.1 Group Purchasing Agreements

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Jessica Allen, Chair
Alcohol and Tobacco Commission
Indiana Government Center South Building
302 West Washington Street, Room E114
Indianapolis, IN 46204

Re: Comments on Proposed Readoption of 905 IAC 1-32.1 Group Purchasing Agreements

Dear Chair Allen:

Please accept these written comments on behalf of the members of the Indiana Beverage Alliance regarding the proposed readoption of 905 IAC 1-32.1 governing group purchasing agreements.

The Indiana Beverage Alliance respectfully requests that beer be excluded from Rule 32.1.

Beer should be excluded from Rule 32.1 because its inclusion creates conflict with the practical and contractual realities of beer distribution. The current readoption process presents the appropriate opportunity for the Commission to address that issue directly.

Beer distribution presents concerns that are materially different from wine and spirits. First, beer wholesalers have direct obligations relating to product freshness and quality control. Beer is a perishable product with dating and freshness considerations that require active oversight in the market. If product becomes out of code, stale, or otherwise compromised, the wholesaler bears the cost and responsibility for retrieval and replacement. That obligation is not practically manageable at the volume contemplated by group purchasing arrangements, particularly where beer purchased through a single arrangement may ultimately be warehoused, transferred, or distributed to multiple retail locations outside the wholesaler's possession and control. In those circumstances, the wholesaler loses the ability to adequately monitor product handling, stock rotation, storage conditions, and freshness while still remaining responsible for the product in the market.

Second, beer wholesalers operate under supplier agreements that strictly define territories and prohibit sales or shipments outside those territories, even indirectly. Rule 32.1 therefore creates the potential for conflict with those contractual obligations in a manner unique to beer distribution.

These concerns do not apply in the same manner to wine and spirits. Accordingly, the Indiana Beverage Alliance respectfully requests that the Commission exclude beer from the scope of 905 IAC 1-32.1.

Thank you for your consideration.

Sincerely,

Tyler Starkey, Executive Director
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