

13-8-2 Contractual limitations of liability arising from services of design professionals prohibited.

- (1) As used in this section:
 - (a) "Agreement" means a contract, promise, covenant, or understanding.
 - (b) "Contractor" means any person engaged by an owner to develop or assist in the development of the owner's land.
 - (c) "Design professional" means an architect, engineer, or land surveyor. It includes any other person who, for a fee or other compensation, performs services similar to the services of an architect, engineer, or land surveyor in connection with the development of land.
 - (d) "Development" means the construction, alteration, repair, maintenance, or improvement of land, including any related moving, demolition, or excavation.
 - (e) "Land" means any real property, including any building, fixture, improvement, appurtenance, structure, road, highway, or other development.
 - (f) "Liability" includes liability arising by contract, indemnity, contribution, tort, or otherwise.
 - (g) "Owner" means the holder of any legal or equitable title or interest in property.
 - (h) "Subcontractor" means any person engaged by a contractor to develop or assist in the development of land.
- (2) An agreement between an owner and a contractor may not limit the owner's or a design professional's liability to the contractor for any claim arising from services performed by the design professional in connection with the development of land. This subsection does not apply if the owner and the contractor are the same person or entity or are controlled by the same person or entity.
- (3) An agreement between a contractor and a subcontractor may not limit the owner's or a design professional's liability to the subcontractor for any claim arising from services performed by the design professional in connection with the development of land.
- (4) This section does not apply if the design professional is retained under a single contract to perform both the design and the construction of the project, such as in a design-build or turn-key project.
- (5) This section may not be construed to affect any limitation of a design professional's liability to an owner or other design professional that may exist in an agreement between the owner and the design professional or between design professionals.
- (6) This section does not affect or impair the obligations of agreements in existence as of May 1, 1988.

Enacted by Chapter 129, 1988 General Session