

**13-8-6 Definitions -- Motor carrier indemnity agreements void.**

- (1) As used in this section, "motor carrier transportation contract" means any written agreement for:
- (a) the transportation of personal property for compensation or hire;
  - (b) entry on real property for the purpose of packing, loading, unloading, or transporting personal property for compensation or hire; or
  - (c) a service incidental to an activity described in Subsection (1)(a) or (b) including storage of personal property for compensation or hire.
- (2) Except as provided in Subsection (3), any provision in a motor carrier transportation contract that requires either party or either party's surety or insurer to indemnify or hold harmless the other party against liability for death, personal injury, or property damage caused in whole or in part by the negligence or intentional acts or omissions of the other party is void.
- (3) This section does not affect any provision in a motor carrier transportation contract that requires either party or either party's surety or insurer to indemnify another person against liability for death, personal injury, or property damage that arises out of the fault of:
- (a) the indemnitor; or
  - (b) the indemnitor's agents or representatives.

Enacted by Chapter 287, 2011 General Session