

MOTOR CARRIER TRANSPORTATION CONTRACT

INDEMNITY AGREEMENTS

2011 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Don L. Ipson

Senate Sponsor: Stephen H. Urquhart

LONG TITLE

General Description:

This bill modifies provisions relating to the unenforceability of certain motor carrier transportation contract indemnity agreements.

Highlighted Provisions:

This bill:

- ▶ provides definitions;
- ▶ provides that 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; and

- ▶ provides that this provision 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 the indemnitor or the indemnitor's agents or representatives.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

30 ENACTS:

31 **13-8-6**, Utah Code Annotated 1953

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33 *Be it enacted by the Legislature of the state of Utah:*

34 Section 1. Section **13-8-6** is enacted to read:

35 **13-8-6. Definitions -- Motor carrier indemnity agreements void.**

36 (1) As used in this section, "motor carrier transportation contract" means any written
37 agreement for:

38 (a) the transportation of personal property for compensation or hire;

39 (b) entry on real property for the purpose of packing, loading, unloading, or

40 transporting personal property for compensation or hire; or

41 (c) a service incidental to an activity described in Subsection (1)(a) or (b) including
42 storage of personal property for compensation or hire.

43 (2) Except as provided in Subsection (3), any provision in a motor carrier
44 transportation contract that requires either party or either party's surety or insurer to indemnify
45 or hold harmless the other party against liability for death, personal injury, or property damage
46 caused in whole or in part by the negligence or intentional acts or omissions of the other party
47 is void.

48 (3) This section does not affect any provision in a motor carrier transportation contract
49 that requires either party or either party's surety or insurer to indemnify another person against
50 liability for death, personal injury, or property damage that arises out of the fault of:

51 (a) the indemnitor; or

52 (b) the indemnitor's agents or representatives.