

## HB0073S01 compared with HB0073

~~{deleted text}~~ shows text that was in HB0073 but was deleted in HB0073S01.

inserted text shows text that was not in HB0073 but was inserted into HB0073S01.

**DISCLAIMER:** This document is provided to assist you in your comparison of the two bills. Sometimes this automated comparison will not be completely accurate. Therefore, you need to read the actual bill. This automatically generated document could experience abnormalities caused by: limitations of the compare program; bad input data; the timing of the compare; and other potential causes.

Senator Stephen H. Urquhart proposes the following substitute bill:

### MOTOR CARRIER TRANSPORTATION CONTRACT

#### INDEMNITY AGREEMENTS

2011 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Don L. Ipson**

Senate Sponsor: ~~{ }~~ Stephen H. Urquhart

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#### 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;~~{ and }~~
- ▶ provides that ~~{ a }~~ any provision~~{, clause, covenant, or agreement contained }~~ in~~{, collateral to, or affecting }~~ a motor carrier transportation contract that ~~{ purports }~~ requires either party or either party's surety or insurer to indemnify~~{, defend, }~~ or hold harmless ~~{ or has the effect of indemnifying, defending, or holding~~

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~~harmless the promisee from or against any liability for loss or damage resulting from;~~ 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 ~~{promisee is against the public policy of this state and is void and unenforceable}~~ 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:

ENACTS:

13-8-6, Utah Code Annotated 1953

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

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

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

(1) As used in this section ~~;~~

~~(a) "Motor carrier" has the same meaning as defined in Section 72-9-102.~~

~~(b) "Motor";~~ "motor carrier transportation contract" means {a contract,} any written agreement {, or understanding covering} for:

~~(i) a~~ the transportation of personal property for compensation or hire ~~{ by the motor carrier};~~

~~(ii) b~~ ~~{entrance}~~ entry on real property ~~{ by the motor carrier}~~ for the purpose of packing, loading, unloading, or transporting personal property for compensation or hire; or

~~(iii) c~~ a service incidental to an activity described in Subsection (1) (b) (i) a or (iii) b including storage of ~~{property}.~~

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~~\_\_\_\_\_ (c) "Promisee" means the promisee and an agent, employee, or independent contractor who is directly responsible to the promisee.~~

~~\_\_\_\_\_ (2) Notwithstanding any provision of law to the contrary, a provision, clause, covenant, or agreement contained in, collateral to, or affecting, personal property for compensation or hire.~~

(2) Except as provided in Subsection (3), any provision in a motor carrier transportation contract that ~~{purports}~~ requires either party or either party's surety or insurer to indemnify ~~{, defend,}~~ or hold harmless ~~{or has the effect of indemnifying, defending, or holding harmless the promisee from or against any liability for loss or damage resulting from}~~ 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 ~~{promisee is against the public policy of this state and is void and unenforceable.~~

### Legislative Review Note

~~\_\_\_\_\_ as of 1-25-11 11:12 AM~~

~~Office of Legislative Research and General Counsel} 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.