

1 SB219
2 135473-1
3 By Senator Dial
4 RFD: Judiciary
5 First Read: 07-FEB-12

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8 SYNOPSIS: This bill would prohibit the enforcement in
9 this state of any contract provision requiring a
10 party to a motor vehicle transportation contract to
11 indemnify any entity against loss or damage caused
12 by that entity's own negligence, intentional acts,
13 or omissions.

14
15 A BILL
16 TO BE ENTITLED
17 AN ACT
18

19 To make unenforceable any contract provision
20 requiring a party to a motor vehicle transportation contract
21 to indemnify any entity against loss or damage caused by that
22 entity's own negligence, intentional acts, or omissions.

23 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

24 Section 1. Section 37-3-23.1 is added to the Code of
25 Alabama 1975, to read as follows:

26 (a) In this section, the following words shall have
27 the following meanings:

1 (1) MOTOR CARRIER. The same meaning ascribed in
2 subdivision (10) of Section 37-3-2, or any successor provision
3 and includes an agent, employee, servant, or independent
4 contractor of the motor carrier if the agent, employee,
5 servant, or independent contractor provides services in
6 connection with the particular motor vehicle transportation
7 contract to which subsection (b) applies.

8 (2) MOTOR CARRIER TRANSPORTATION CONTRACT. A bill of
9 lading, contract, agreement, or other understanding covering
10 the following:

11 a. The transportation of property for compensation
12 or hire by the motor carrier.

13 b. Entrance on property by the motor carrier for the
14 purpose of loading, unloading, or transporting property for
15 compensation or hire.

16 c. A service incidental to a. or b., including, but
17 not limited to, storage of property.

18 (3) SHIPPER. An entity that enters into a motor
19 carrier transportation contract to use the services of a motor
20 carrier and includes an agent, employee, servant, or
21 independent contractor of the shipper if the agent, employee,
22 servant, or independent contractor provides services in
23 connection with the particular motor vehicle transportation
24 contract to which subsection (b) applies.

25 (b) Notwithstanding any provision of law to the
26 contrary, a motor carrier and a shipper, in a motor carrier
27 transportation contract, may not agree to any provision,

1 clause, covenant, or agreement contained in, collateral to, or
2 affecting a motor carrier transportation contract that does
3 either of the following:

4 (1) Purports to indemnify, defend, or hold harmless,
5 or has the effect of indemnifying, defending, or holding
6 harmless, the shipper from or against any liability for loss
7 or damage resulting from the negligence or intentional acts or
8 omissions of the shipper.

9 (2) Purports to indemnify, defend, or hold harmless,
10 or has the effect of indemnifying, defending, or holding
11 harmless, the motor carrier from or against any liabilities
12 for loss or damage resulting from the negligence or
13 intentional acts or omissions of the motor carrier.

14 (c) An agreement that violates this section is
15 against public policy and is void and unenforceable.

16 (d) This section does not apply to the Uniform
17 Intermodal Interchange and Facilities Access Agreement
18 administered by the Intermodal Association of North America or
19 any other agreement providing for the interchange, use, or
20 possession of intermodal chassis, containers, or other
21 intermodal equipment.

22 (e) The protections of this section extend to every
23 bill of lading, contract, agreement, or other understanding
24 made in this state or to be performed in whole or in part in
25 this state notwithstanding any choice-of-law provision or
26 provision of similar import therein.

1 Section 2. This act shall become effective
2 immediately following its passage and approval by the
3 Governor, or its otherwise becoming law.