

1                   **MOTOR CARRIER TRANSPORTATION CONTRACT**

2                                   **INDEMNITY AGREEMENTS**

3   2011 GENERAL SESSION

4   STATE OF UTAH

5                                   **Chief Sponsor: Don L. Ipson**

6                                   Senate Sponsor: \_\_\_\_\_

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8   **LONG TITLE**

9   **General Description:**

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

12   **Highlighted Provisions:**

13           This bill:

- 14           ▶ provides definitions; and
- 15           ▶ provides that a provision, clause, covenant, or agreement contained in, collateral to,  
16 or affecting a motor carrier transportation contract that purports to indemnify,  
17 defend, or hold harmless or has the effect of indemnifying, defending, or holding  
18 harmless the promisee from or against any liability for loss or damage resulting  
19 from the negligence or intentional acts or omissions of the promisee is against the  
20 public policy of this state and is void and unenforceable.

21   **Money Appropriated in this Bill:**

22           None

23   **Other Special Clauses:**

24           None

25   **Utah Code Sections Affected:**

26   ENACTS:

27           **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 carrier transportation contract" means a contract, agreement, or understanding covering:

(i) the transportation of property for compensation or hire by the motor carrier;

(ii) entrance on property by the motor carrier for the purpose of loading, unloading, or transporting property for compensation or hire; or

(iii) service incidental to an activity described in Subsection (1)(b)(i) or (ii) including storage of property.

(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 a motor carrier transportation contract that purports 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 negligence or intentional acts or omissions of the promisee is against the public policy of this state and is void and unenforceable.

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**Legislative Review Note**  
**as of 1-25-11 11:12 AM**

**Office of Legislative Research and General Counsel**

# FISCAL NOTE

H.B. 73

SHORT TITLE: Motor Carrier Transportation Contract Indemnity Agreements

SPONSOR: Ipson, D.

2011 GENERAL SESSION, STATE OF UTAH

STATE GOVERNMENT (UCA 36-12-13(2)(b))

Enactment of this bill likely will not materially impact the state budget.

LOCAL GOVERNMENTS (UCA 36-12-13(2)(c))

Enactment of this bill likely will not result in direct, measurable costs and/or benefits for local governments.

DIRECT EXPENDITURES BY UTAH RESIDENTS AND BUSINESSES (UCA 36-12-13(2)(d))

Enactment of this bill likely will not result in direct, measurable expenditures by Utah residents or businesses.