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An Act Relating to Indemnity Agreements in Motor Carrier Transportation Contracts

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 10 MRSA c. 215-A is enacted to read:

CHAPTER 215-A

MOTOR CARRIER TRANSPORTATION CONTRACTS

§ 1459. Indemnity agreement in motor carrier transportation contract void

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Motor carrier transportation contract" means a contract, agreement or understanding covering:

(1) The transportation of property for compensation by a motor carrier;

(2) Entrance on property by a motor carrier for the purposes of loading, unloading or transporting property for compensation; or

(3) A service incidental to an activity described in subparagraph (1) or (2), including, but not limited to, storage of property.

B. "Promisee" means the promisee and any agents, employees, servants or independent contractors who are directly responsible to the promisee, except for a motor carrier that is a party to a motor carrier transportation contract with the promisee and the motor carrier's agents, employees, servants or independent contractors directly responsible to the motor carrier.

2. Certain indemnity agreements void. Notwithstanding any other provision of law, 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.

SUMMARY

This bill provides that certain indemnity agreements in motor carrier transportation contracts are void and unenforceable.