221.87 INDEMNITY PROVISION IN MOTOR CARRIER TRANSPORTATION CONTRACTS.

Subdivision 1. **Void.** 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.

Subd. 2. **Definitions.** For the purposes of this section:

(1) "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 a motor carrier or a private carrier for the purpose of loading, unloading, or transporting property; or

(iii) a service incidental to activity described in item (i) or (ii), including, but not limited to, storage of property; and

(2) "promisee" means the promisee and any agents, employees, servants, or independent contractors who are directly responsible to the promisee except for motor carriers party to a motor carrier transportation contract with promisee, and such motor carrier's agents, employees, servants, or independent contractors directly responsible to the motor carrier.

Subd. 3. **Exclusion.** "Motor carrier transportation contract," as defined in this section, shall not include the Uniform Intermodal Interchange and Facilities Access Agreement administered by the Intermodal Association of North America or other agreements providing for the interchange, use or possession of intermodal chassis, containers, or other intermodal equipment.

History: *2012 c 165 s 1*