

West's Louisiana Statutes Annotated [Currentness](#)

Louisiana Revised Statutes

Title 9. Civil Code Ancillaries

Code Book III. Of the Different Modes of Acquiring the Ownership of Things

[Code Title IV](#). Conventional Obligations or Contracts ([Refs & Annos](#))

[Chapter 3](#). Performance of Obligations

**§ 2780.1. Certain contract provisions invalid; motor carrier transportation contracts; construction contracts**

A. For purposes of this Section, the following terms have the meanings ascribed to them by this Subsection, except where the context clearly indicates otherwise:

(1) "Motor carrier transportation contract" shall mean any contract, agreement, or understanding covering the transportation of property, other than agricultural products as defined in [R.S. 9:3306](#) and timber without limitation, for compensation or hire by a motor carrier, entrance upon property by the motor carrier for the purpose of loading, unloading, or transporting property, other than agricultural products as defined in [R.S. 9:3306](#) and timber without limitation, for compensation or hire, or a service incidental to any such activity, including but not limited to storage of property, other than agricultural products as defined in [R.S. 9:3306](#) and timber without limitation, except 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.

(2)(a) "Construction contract" shall mean any agreement for the design, construction, alteration, renovation, repair, or maintenance of a building, structure, highway, road, bridge, water line, sewer line, oil line, gas line, appurtenance, or other improvement to real property, including any moving, demolition, or excavation, except that no deed, lease, easement, license, or other instrument granting an interest in or the right to possess property will be deemed to be a construction contract even if the instrument includes the right to design, construct, alter, renovate, repair, or maintain improvements on such real property.

(b) "Construction contract" shall not include any design, construction, alteration, renovation, repair, or maintenance of the following:

(i) Any dirt or gravel road used to access oil and gas wells and associated facilities.

(ii) Oil flow lines or gas gathering lines used in association with the transportation of production from oil and gas wells from the point that oil and gas becomes co-mingled for transportation to oil storage facilities or gas transmission lines.

(3) "Indemnatee" means any named party in the contract to whom indemnification is owed pursuant to the terms of the contract.

(4) "Indemnitor" means any party to the contract who obligates himself to provide indemnification pursuant to the terms of the contract.

(5) "Third party" means any party not subject to the contractual obligations between the indemnatee and indemnitor.

B. Notwithstanding any provision of law to the contrary, any provision, clause, covenant, or agreement contained in, collateral to, or affecting a motor carrier transportation contract or construction contract which purports to indemnify, defend, or hold harmless, or has the effect of indemnifying, defending, or holding harmless, the indemnatee from or against any liability for loss or damage resulting from the negligence or intentional acts or omissions of the indemnatee, an agent or employee of the indemnatee, or a third party

over which the indemnitor has no control is contrary to the public policy of this state and is null, void, and unenforceable.

C. Notwithstanding any provision of law to the contrary, any provision, clause, covenant, or agreement contained in, collateral to, or affecting a motor carrier transportation contract or construction contract which purports to require an indemnitor to procure liability insurance covering the acts or omissions or both of the indemnitee, its employees or agents, or the acts or omissions of a third party over whom the indemnitor has no control is null, void, and unenforceable. However, nothing in this Section shall be construed to prevent the indemnitee from requiring the indemnitor to provide proof of insurance for obligations covered by the contract.

D. Notwithstanding any contractual provision to the contrary, the laws of the state of Louisiana shall apply to and govern any construction contract to be performed in this state and any motor carrier transportation contract relative to loading or unloading activities, or any services incidental thereto, which occur in this state. Any provision, covenant, or clause in such contracts which conflicts with the provisions of this Section shall be null, void, and unenforceable.

E. The provisions of this Section are not intended to, nor shall they be judicially interpreted, to alter, add to, subtract from, amend, overlap, or affect the provisions of [R.S. 9:2780](#) or [R.S. 38:2195](#).

F. The provisions of this Section shall not apply to prohibited clauses in any motor carrier transportation contract and any construction contract entered into prior to January 1, 2011.

CREDIT(S)

Added by [Acts 2010, No. 492, § 1](#).

APPLICATION--ACTS 2010, NO. 492

<Section 2 of Acts 2010, No. 492 (§ 1 of which enacted this section) provides:>

<“Section 2. The provisions of this Act shall not apply to a contract providing indemnity to the indemnitee when such contract was executed before the effective date of this Act and which contract governs a specific terminable performance of a specific job or activity.”>

Current through the 2011 First Extraordinary Session.

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