



# **CONSTRUCTION ANTI-INDEMNITY STATUTES**

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## STATE CONSTRUCTION ANTI-INDEMNITY STATUTES

State	Types of Persons Contracts Affected	Type of Indemnity Allowed			Sole Negligence of Indemnitor	Statute
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
AK	All Construction and Design Contracts	No	Yes		Yes	Alaska Stat. § 45.45.900
AL		Yes	Yes		Yes	No Statute. Indemnification contracts allowed if clearly stated. See e.g., <i>Industrial Tile, Inc. v. Stewart</i> , 388 So.2d 171, 175 (Ala.1980), cert. denied, 449 U.S. 1081, 101 S.Ct. 864, 66 L.Ed.2d 805 (1981).
AZ	Public Construction and Design Contracts	No		Yes	Yes	Ariz. Rev. Stat. § 34-226 (Definitions) Ariz. Rev. Stat. § 41-2586
AZ	Private Construction and Design Contracts	No *Allows for indemnification of an adjacent property owner.	Yes		Yes	Ariz. Rev. Stat. § 34-226 (Definitions) Ariz. Rev. Stat. § 32-1159
AR		Yes	Yes		Yes	No Statute. Indemnification contracts allowed if clearly stated. See <i>Chevron USA v. Murph Exploration &amp; Production Co.</i> , 356 Ark. 324, 329, 151 SW 3d 306, 310 (2004).
CA	Residential Construction and Design Contracts, post Jan 1, 2008.	No		Yes	Yes	Cal. Civ. Code § 2782(c) & (e)(1)
CA	Commercial Construction and Design Contracts, post Jan 1, 2008.	No	Yes		Yes	Cal. Civ. Code § 2782 et seq.
CO	"Public Entity" Construction and Design Contracts	No		Yes	Yes	Colo. Rev. Stat. § 13-50.5-102(8)
CT	All Construction Contracts. No Mention of Design.	No		Yes	Yes	Conn. Gen. Stat. § 52-572k

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	Indemnification for Vicarious Liability Only
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DC		Yes	Yes		No Statute. <i>N.P.P. Contractors, Inc. v. John Canning &amp; Co.</i> , 715 A.2d 139, 142 (D.C. 1998) (indemnification contract allowed as it was clear and unambiguous).	
DE	All Construction and Design Contracts	No		Yes	Yes	Del. Code Ann. Tit.6, § 2704
FL	All Construction and Design Contracts (see exception per Fla. Stat. § 725.08)	No, unless there is monetary limit on the extent of the indemnification that bears a reasonable commercial relationship to the contract.	No, unless there is monetary limit on the extent of the indemnification that bears a reasonable commercial relationship to the contract.	Yes	Yes	Fla. Stat. § 725.06 Fla. Stat. § 725.08 (Allows a public agency to require a design professional to hold that agency harmless for design professional's negligence, recklessness or wrongdoing.)
GA	All Construction Contracts. No Mention of Design.	No	Yes		Yes	Ga. Code Ann. § 13-8-2(b)
HI	All Construction Contracts. No Mention of Design.	No	Yes		Yes	Hawaii Rev. Stat. § 431:10-222
IA		Yes	Yes		Yes	No Statute. Indemnification contracts allowed if clearly stated. See e.g., <i>McNally &amp; Nimergood v. Neumann-Kiewit Constructors, Inc.</i> , 648 N.W.2d 564 (Iowa 2002).
ID	All Construction Contracts. No Mention of Design.	No	Yes		Yes	Idaho Code § 29-114
IL	All Construction Contracts. No Mention of Design.	No		Yes	Yes	Ill. Stat. Ann. 740 ¶ 35/1

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IN	All Construction and Design Contracts. Highway Contracts are excepted.	No	Yes		Yes	Ind. Code Ann. 26-2-5-1,-2
KS		Yes	Yes		Yes	No Statute. Indemnification contracts allowed if clearly stated. See e.g., <i>Shoup v. Higgins Rental Center, Inc.</i> , 991 F.Supp. 1265, 1267 (D.Kan. 1998)
KY	All Construction Contracts. No Mention of Design.	No		Yes	Yes	Ky. Rev. Stat. § 371.180
LA	All public works contracts between a contractor and a public entity or between a contractor and design specialist.	No		Yes	Yes	La. Rev. Stat. Ann. 38:2216(G)
MA	All contracts in which a subcontractor agrees to indemnify another for injury or damage not caused by the subcontractor.	No	Yes		Yes	Mass. Gen. Ann. Laws Ch. 149 § 29C; See Bruce Johnson, et al v. Modern Continental Construction Co. , 49 Mass.App.Ct. 545 (2000)(explaining application of statute) see also James Kelly, et al v. Dimeo, Inc. , 31 Mass.App.Ct. 626 (1991)(allowing full indemnity)
MD	All Construction Contracts.	No	Yes		Yes	Md. Cts. & Jud. Proc. Code § 5-401
ME		Yes	Yes		Yes	No Statute. Indemnification contracts allowed if clearly stated. See e.g., <i>Denaco v. Blanche</i> , 148 Me. 120, 90 A.2d 707 (Me. 1952)
MI	All contracts "relative to" construction. No specific mention of design contracts or design professionals.	No	Yes		Yes	Mich. Comp. Laws Ann. 691.991

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<b>MN</b>	All construction contracts.	No	Yes, if injury is attributable to breach of duty, or a negligent or wrongful act or omission.		Yes	Minn. Stat. Ann. § 337.01 (Definitions) Minn. Stat. Ann. § 337.02
<b>MO</b>	All construction contracts. (Exception for contracts between state and governmental agencies, or between such entities and a private person.)	No		Yes	Yes	Mo. Rev. Stat. 434.100.2(1)
<b>MS</b>	All construction contracts.	No		Yes	Yes	Miss. Code Ann. § 31-5-41
<b>MT</b>	Indemnity void for "future unlawful acts"	Yes	Yes		Yes	Mont. Rev. Code Ann. § 28-11-302. Otherwise, indemnification contracts allowed if clearly stated. <i>See e.g., Slater v. Central Plumbing and Heating Co., 275 Mont. 266, 912 P.2d 780 (1996).</i>
<b>NC</b>	All construction and design contracts.	No		Yes	Yes	N.C. Gen. Stat. Ann. 22B-1
<b>ND</b>	All contracts where contractor indemnifies owner or its agents for design errors.	No		Yes	Yes	N.D. Cent. Code 9-08-02.1
<b>NE</b>	All Construction and Design Contracts.	No		Yes	Yes	Neb. Rev. Stat. § 25-21,187(1)
<b>NH</b>	All contracts with design professionals.	No		Yes	Yes	N.H. Rev. Stat. Ann. § 338-A:1
<b>NJ</b>	All construction contracts.	No	Yes		Yes	N.J. Stat. Ann. § 2A:40A-1

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NJ	All agreements where the indemnitee is a design professional and liability arises out of design services	No	Yes		Yes	N.J. Stat. Ann. § 2A:40A-2
NM	All construction-related design contracts.	No		Yes	Yes	N.M. Stat. Ann. § 56-7-1
NV	All agreements.	No		Yes	Yes	Nev. Rev. Stat. Ann. 616B.609
NY	All construction contracts.	No		Yes	Yes	N.Y. Gen. Oblig. Law § 5-322.1
NY	Design professional seeking indemnity for liability arising out of defective maps, plans, design or specifications.	No		Yes	Yes	N.Y. Gen. Oblig. Law § 5-324
OH	All construction and design contracts.	No		Yes	Yes	Ohio Rev. Code Ann. § 2305.31
OK	Indemnity void for "future unlawful acts"	Yes	Yes		Yes	Okla. Stat. Ann. Tit. 15, § 422. Indemnification contracts allowed if clearly stated. See e.g., <i>Wallace v. Sherwood Const. Co., Inc.</i> , 877 P.2d 632, 634 (Okla.App. 1994)
OR	All construction and design contracts. Does not apply to railroads as defined in O.R.S 824.200.	No		Yes	Yes	Or. Rev. Stat. § 30.140(1) &(2) <b>NOTE: See <i>Walsh Construction Co. v. Mutual Enumclaw</i>, 338 Or. 1 (2005) (extending statute to additional insured claims)</b>
PA	All construction design contracts where design professional is the indemnitee.	No	Yes		Yes	Pa. Stat. Ann. Tit. 68 § 491
PA	Construction contracts.	Yes	Yes		Yes	Indemnification contracts allowed if clearly stated. See e.g., <i>Ocean Spray Cranberries, Inc. v. Refrigerated Food</i> , No. 0162, 2006 WL 1768264 at *6 (Pa.Com.Pl. 2006)

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RI	All construction and design contracts.	No		Yes	Yes	R.I. Gen. Law § 6-34-1
SC	All construction and design contracts. Electric utility, RR carriers, SCPSA exempted.	No	Yes.		Yes. Specifically provided for in Statute	S.C. Code An. § 32-2-10
SD	All construction and design contracts.	No	Yes.		Yes	S.D. Codified Laws Ann. § § 56-3-18
TN	All Construction Contracts	No	Yes		Yes	Tenn. Code Ann. § 62-6-123
TX	All construction-related design contracts.	No		Yes	Yes	Tex. Civ. Prac. & Rem. Code § § 130.002(1)&(2)
UT	All Construction Contracts	No	Yes		Yes	Utah Code Ann. § § 13-8-1-2
VA	All Construction Contracts	No	Yes		Yes	Va. Code Ann. § 11-4.1
VT		Yes	Yes		Yes	No Statute. Indemnification contracts allowed if clearly stated. See e.g., <i>Hamelin v. Simpson Paper (Vermont) Co.</i> , 167 Vt. 17, 19, 702 A.2d 86 (1997).
WA	All Construction Contracts	No	Yes		Yes	Wash. Rev. Code Ann. 4.24.115(1)&(2)
WI	All Construction Contracts	No		Yes	Yes	Wis. Stat. Ann. § 895.447(1)
WV	All Construction Contracts	No	Yes		Yes	W. Va. Code § 55-8-14
WY		Yes	Yes		Yes	No Statute. Indemnification contracts allowed if clearly stated. See e.g., <i>Northwinds of Wyoming, Inc. v. Phillips Petroleum Co.</i> , 779 P.2d 753, 759 (WY 1989)

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