

SESSION OF 2006

**SUPPLEMENTAL NOTE ON SUB. FOR
SENATE BILL NO. 149**

As Recommended by Senate Committee
on Judiciary

Brief*

Sub. for SB 149 would make void and unenforceable a clause or agreement contained in any motor carrier transportation contract which would require indemnification or holding harmless a party to the contract for the party's own negligence or intentional acts or omissions.

The bill also would provide that a motor carrier transportation contract shall not include the uniform intermodal interchange and facilities access agreement administered by the Intermodal Association of North America, as that agreement may be amended by the intermodal interchange executive committee.

Further, the bill would provide that a provision in a motor carrier transportation contract which requires a party to provide liability coverage to another party, as an additional insured, for the other party's own negligence or intentional acts or omissions is against public policy and is void and unenforceable.

Background

The bill was supported by the Kansas Motor Carriers Association. The provisions of Sub. for SB 149 were originally contained in SB 338, a recommendation of the 2005 Special Committee on Judiciary. SB 338 also contains provisions dealing with oil and gas leases and contractors and subcontractors.

The Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) is an agreement that is uniformly used nationwide and governs the interchange of intermodal equipment (chassis and

*Supplemental notes are prepared by the Legislative Research Department and do not express legislative intent. The supplemental note and fiscal note for this bill may be accessed on the Internet at <http://www.kslegislature.org>

containers) between different modes of transportation such as rail and motor carriers.

The Senate Committee amended SB 149 by a substitute bill and inserted provisions of SB 338 which applied to motor carriers.

There is no fiscal note available for the Senate Sub. for SB 149.