281.592   Motor carrier transportation contracts -- When against public policy and void and unenforceable.

(1)   As used in this section:

(a)   "Motor carrier transportation contract" means a contract, agreement, or understanding covering:

1.   The transportation of property for compensation or hire by a motor carrier;

2.   The entrance on property by a motor carrier for the purpose of loading, unloading, or transporting property for compensation or hire; or

3.   A service incidental to activity described in subparagraph 1. or 2. of this paragraph, including but not limited to storage of property; and

(b)   "Promisee" means a person with whom a motor carrier enters into a motor carrier transportation contract and any agents, employees, servants, or independent contractors who are directly responsible to that person. "Promisee" does not include the motor carrier 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)   A provision, clause, covenant, or agreement contained in, collateral to, or affecting a motor carrier transportation contract that purports to indemnify, defend, or hold the promisee harmless, or has the effect of indemnifying, defending, or holding the promisee harmless, or requires a motor carrier to procure liability insurance covering the acts or omissions or both of 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 public policy and is void and unenforceable.

(3)   This section shall not apply to 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 or other intermodal equipment.