WEST VIRGINIA CODE: §24A-6-7

§24A-6-7. Indemnity agreement in motor carrier transportation contracts void.

(a) 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 entered into on or after July 1, 2006, 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.

(b) In this section:

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

(A) The transportation of property for compensation or hire by the motor carrier;

(B) Entrance on property by the motor carrier for the purpose of loading, unloading or transporting property for compensation or hire; or

(C) A service incidental to activity described in paragraph (A) or (B), including, but not limited to, storage of property.

(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 such motor carrier.

(3) The term "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, or other agreements providing for the interchange, use or possession of intermodal chassis, containers or other intermodal equipment.

WV Legislature