

**Article - Courts and Judicial Proceedings**

5-401.

(A) A covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relating to the construction, alteration, repair, or maintenance of a building, structure, appurtenance or appliance, including moving, demolition and excavating connected with it, purporting to indemnify the promisee against liability for damages arising out of bodily injury to any person or damage to property caused by or resulting from the sole negligence of the promisee or indemnitee, his agents or employees, is against public policy and is void and unenforceable. This section does not affect the validity of any insurance contract, workers' compensation, or any other agreement issued by an insurer.

(B) (1) (I) IN THIS SUBSECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

~~(2)~~ (II) "MOTOR CARRIER" HAS THE MEANING STATED IN § 11-134.2 OF THE TRANSPORTATION ARTICLE.

~~(3)~~ (III) 1. "MOTOR CARRIER TRANSPORTATION CONTRACT" MEANS A CONTRACT, AGREEMENT, OR UNDERSTANDING CONCERNING:

~~(4)~~ A. THE TRANSPORTATION OF PROPERTY FOR COMPENSATION OR HIRE BY A MOTOR CARRIER;

~~(5)~~ B. THE ENTRANCE ON PROPERTY BY A MOTOR CARRIER FOR THE PURPOSE OF LOADING, UNLOADING, OR TRANSPORTING PROPERTY FOR COMPENSATION OR HIRE; OR

~~(6)~~ C. A SERVICE INCIDENTAL TO AN ACTIVITY DESCRIBED IN ITEM (I) OR (II) OF THIS PARAGRAPH, INCLUDING STORAGE OF PROPERTY.

2. "MOTOR CARRIER TRANSPORTATION CONTRACT" DOES NOT INCLUDE:

A. THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT ADMINISTERED BY THE INTERMODAL ASSOCIATION OF NORTH AMERICA, AS AMENDED BY THE INTERMODAL INTERCHANGE EXECUTIVE COMMITTEE; OR