ASSEMBLY, No. 3656



STATE OF NEW JERSEY

217th LEGISLATURE



INTRODUCED APRIL 14, 2016

Sponsored by:

Assemblyman JOSEPH A. LAGANA

District 38 (Bergen and Passaic)

Assemblyman TROY SINGLETON

District 7 (Burlington)

Co-Sponsored by:

Assemblymen Rooney, Johnson and McKeon

SYNOPSIS

Prohibits snowplow or de-icing service contract from indemnifying promisee against liability for loss or damage in certain instances.

CURRENT VERSION OF TEXT

As introduced.



An Act concerning snowplow or de-icing service contracts and supplementing Title 56 of the Revised Statutes.

Be It Enacted by the Senate and General Assembly of the State of New Jersey:

1. For the purposes of P.L. , c. (C. ) (pending before the Legislature as this bill):

“Promisee” means a promisee and any agents, employees, servants, or independent contractors directly responsible to the promisee.

“Snowplow or de-icing service contract” means a contract, agreement, or understanding covering: 1) plowing, shoveling, or otherwise removing snow or other frozen precipitation from a surface; 2) de-icing services; or 3) a service incidental to plowing, shoveling, or otherwise removing snow or other frozen precipitation, or de-icing services, including, but not limited to, driving or otherwise moving a snowplow or de-icing equipment and materials.

2. Notwithstanding any law, rule, or regulation to the contrary, a provision, clause, covenant, or agreement contained in, collateral to, or affecting a snowplow or de-icing service contract entered into on or after the effective date of P.L. , c. (C. ) (pending before the Legislature as this bill) 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, intentional acts, or omissions of the promisee is against the public policy of this State and is void and unenforceable.

3. This act shall take effect immediately.

STATEMENT

This bill makes void and unenforceable any provision, clause, covenant, or agreement contained in, collateral to, or affecting a snowplow or de-icing service contract that purports to indemnify, defend, or hold harmless, or has the effect of indemnifying, defending, or holding harmless, the promise from or against any liability for loss or damage resulting from the negligent, intentional acts, or omissions of the promisee.