

	Statute	Indemnity Prohibition	Application	Key/Recent Case(s)
Alabama	No Statute	None	N/A	<i>Craig Constr. Co. v. Hendrix</i> , 568 So. 2d 752, 757 (1990) - Strict construction of indemnification clause against own negligence is necessary.
Alaska	Alaska Stat. § 45.45.900	Partial	<u>Construction Contract:</u> - No indemnity for sole negligence or willful misconduct of indemnitee. - Indemnity permitted for handling, containment, or cleanup of oil or hazardous substances.	<i>Anchorage v. Integrated Concepts & Rsch. Corp.</i> , 2016 U.S. Dist. LEXIS 150176 (D. Alaska 2016)
Arizona	A.R.S. §§ 32-1159, 34-226, 41-2586	Partial	<u>Construction & Architect-Engineer Contracts</u> - No indemnity for sole negligence of indemnitee. - Does not apply where state is a party or where a person allows contractor to enter property to perform for others.	<i>Cantex Inc. v. Giles Eng'g Assocs.</i> , Nos. 1 CA-CV 15-0620, 1 CA-CV 15-0631, 2017 Ariz. App. Unpub. LEXIS 1742 (Ct. App. 2017)
Arkansas	A.C.A. §§ 4-56-104, 22-9-214	Partial	<u>Construction Contract/Agreement</u> - No indemnity where harm arises out of negligence or fault of the indemnitee, etc. - Same applies where public entity is involved.	<i>McGehee v. Wal-Mart La. LLC</i> , No. 2:17-CV-01372, 2019 U.S. Dist. LEXIS 185598, *11 (W.D. La. Oct. 25, 2019)
California	Cal. Civ. Code §§ 2782, 2781.05, 2782.1, 2782.2, 2782.5, 2782.6, and 2778	Partial	<u>Construction Contract</u> - No indemnity where harm arises from the sole negligence, active negligence or willful misconduct of the indemnitee o See §2782.05 for exceptions to active negligence indemnity ban. - Indemnity allowed for person, firm, corporation, state for whose account the construction is not performed, but who has agreed to permit contractor to	<i>Crawford v. Weather Shield Mfg., Inc.</i> , 44 Cal. 4th 541, 552, 79 Cal. Rptr. 3d 721, 187 P.3d 424 (2008). <i>Ramos v. Glendale Mall Assocs.</i> , 2023 Cal. Super. LEXIS 2651 (Sup. Ct. 2023)

			enter their property to perform construction for others.	
Colorado	Colo. Rev. Stat. §§ 13-50.5-102; 13-21-111.5	Total	<p><u>Construction Agreement</u></p> <ul style="list-style-type: none"> - Any provision that requires a person to indemnify, insure, or defend another against liability for damage caused by negligence or fault of the indemnitee is void and unenforceable. - Does not apply where contract/statute requires indemnity against liability where amounts are based on percentage of negligence/fault. 	<i>Zurich Am. Ins. Co. v. Direct Build Inc.</i> , 2021 U.S. Dist. LEXIS 180145 (D. Colo. 2021)
Connecticut	Conn. Gen. Stat. § 52-572k	Total	<p><u>Construction Contract/Agreement</u></p> <ul style="list-style-type: none"> - No indemnity for harm arising out of negligence of indemnitee. 	<i>Precision Trenchless, LLC v. Saertex Multicom LP</i> , 2021 U.S. Dist. LEXIS 181574, *30 (D. Conn. 2021)
Delaware	Del. Code, Title 6 § 2704	Total	<p><u>Construction Contract/Agreement</u></p> <ul style="list-style-type: none"> - No indemnity for damages where damage caused partially/solely, or resulting partially or solely from, or arising partially or solely out of the negligence of such indemnitee. - Applies even if agreement is completely unambiguous. 	<i>Wash. House Condo. Ass'n of Owners v. Daystar Sills, Inc.</i> , 2018 Del. Super. LEXIS 1316, *12 (Super. Ct. 2018)
District of Columbia	D.C. Code §§ 27A-201, -202	Partial	<p><u>Construction Contract</u></p> <ul style="list-style-type: none"> - No indemnity where subcontractor purports to indemnify the contractor or owner against liability for damage resulting solely from the negligence of the contractor/owner. - No provision shall require purchase of additional insured coverage, coverage endorsement or provision in an insurance policy if scope of coverage would violate above prohibition. 	N/A
Florida	Fla. Stat. Ann. § 725.06	Partial	<p><u>Construction Contract/Agreement</u></p> <ul style="list-style-type: none"> - Any indemnity clause must have a monetary limit that shall not be less 	<i>CB Contractors, LLC v. Allens Steel Prods.</i> , 261 So. 3d 711 (Fla. Dist. Ct. App. 2018)

			<p>than \$1 million unless otherwise agreed by the parties.</p> <ul style="list-style-type: none"> - May not require indemnification where the damages result from the gross negligence, or willful, wanton, or intentional misconduct of the indemnitee. - May indemnify where contract is for a public agency. 	
Georgia	Ga. Code § 13-8-2	Partial	<p><u>Construction Contract/Agreement</u></p> <ul style="list-style-type: none"> - May not require indemnity where the damages arise from the sole negligence of the indemnitee. - Does not affect any obligation under workers' compensation or requirements to purchase insurance. 	<i>Milliken & Co. v. Georgia Power Company</i> , 306 Ga. 6 (2019)
Hawaii	Hawaii Rev. Stat. § 431:10-222	Partial	<p><u>Construction Contract/Agreement</u></p> <ul style="list-style-type: none"> - May not require indemnity where the damages arise from the sole negligence or willful misconduct of the indemnitee. - Does not affect any obligation under workers' compensation or any other insurance contract/agreement issued by an admitted insurer upon any insurable interest. 	<i>GGA, Inc. v. Kiewit Infrastructure W. Co.</i> , 611 F. Supp. 3d 1000 (D. Haw. 2020)
Idaho	Idaho Code § 29-114	Partial	<p><u>Construction Contract/Agreement</u></p> <ul style="list-style-type: none"> - May not require indemnity where the damages arise from the sole negligence of the indemnitee. - Did not affect contracts enacted prior to statute effective date in 1971. 	<i>Beitzel v. City of Coeur d'Alene</i> , 121 Idaho 709, 827 P.2d 1160 (1992)
Illinois	740 Ill. Comp. Stat. Ann. 35/1	Partial	<p><u>Construction Contract/Agreement</u></p> <ul style="list-style-type: none"> - May not require indemnity where the damages arise from the indemnitee's own negligence. 	<i>Simmons v. Citation Oil & Gas Corp.</i> , No. 19-CV-00053-JPG, 2021 U.S. Dist. LEXIS 97613 (S.D. Ill. May 24, 2021)
Indiana	Ind. Code §§ 26-2-5-1, -2-5-2	Partial	<p><u>Construction/Design Contract</u></p> <ul style="list-style-type: none"> - May not require indemnity where the damages arise from the sole 	<i>Wilhelm Constr., Inc. v. Secura Ins.</i> , 86 N.E.3d 234 (Ind. Ct. App. 2017)

			<p>negligence or willful misconduct of the indemnitee.</p> <ul style="list-style-type: none"> - Sole negligence does not include vicarious liability, imputed negligence, or assumption of a nondelegable duty. - Not applicable to contracts relating to highways or where liability insurance is not available due to dangerous instrumentality. 	
Iowa	Iowa Code § 537 A.5	Partial	<p><u>Construction Contracts</u></p> <ul style="list-style-type: none"> - May not require indemnity for damages to the extent that they were caused or resulted from the negligent act/omission of the indemnitee - Does not apply to the indemnification of a surety by a principal on any surety bond or an insurer's obligation to its insureds. 	<i>Mendez v. Hofstetter</i> , 2022 U.S. Dist. LEXIS 184342 (S.D. Iowa 2022)
Kansas	Kansas Stat. §§ 16-121, 16-1803, 16-1903	Partial	<p><u>Construction Contracts</u></p> <ul style="list-style-type: none"> - Includes agreements for oil/gas/sew/water lines, not including lines used in association with the transportation from production to storage. - May not require indemnity for damages to the extent that they were caused or resulted from the negligence or intentional act/omission of the indemnitee - May not require party to provide liability coverage to another party as an additional insured for that other party's own negligence or intentional acts/omissions. - Exceptions enumerated in §§ 16-1803, -1903 	<i>Great Plains Roofing & Sheet Metal, Inc. v. K Bldg. Specialties, Inc.</i> , 62 Kan. App. 2d 204, 510 P.3d 1172 (2022)
Kentucky	Kentucky Rev. Stat. § 371.180	Partial	<p><u>Construction Contract/Agreement</u></p> <ul style="list-style-type: none"> - May not require indemnity for damages to the extent that they were 	N/A

			<p>caused or resulted from the negligence of the indemnitee</p> <ul style="list-style-type: none"> - Not applicable to construction bonds, insurance contracts or agreements entered into before June 20, 2005. 	
Louisiana	LSA §9:2780(A)(G) LSA §38:2216(G)	Partial	<p><u>Construction Contracts</u></p> <ul style="list-style-type: none"> - May not require indemnity where the agreement is a public contract or where the agreement pertains to oil, gas, water, or drilling for minerals. - Does not apply to insurance contract or benefits conferred by workers' compensation laws. 	Bonilla v. Verges Rome Architects, 2022-0802 (La. App. 4 Cir 05/11/23)
Maine	No Statute	None	N/A	<p><i>Emery Waterhouse Co. v. Lea</i>, 467 A.2d 986, 993 (Me. 1983)</p> <ul style="list-style-type: none"> - Contract must state clearly and unequivocally the intention to indemnify.
Maryland	Md. Code Ann., Cts. & Jud. Proc. 5-401	Partial	<p><u>Construction Contract</u></p> <ul style="list-style-type: none"> - May not require indemnification or costs of defense where damages were caused by or resulted from the sole negligence of the indemnitee. 	N/A
Massachusetts	Mass. Gen. Laws, ch. 149 § 29C	Partial	<p><u>Construction Contract</u></p> <ul style="list-style-type: none"> - May not require subcontractor to indemnify any party for injury not caused by the subcontractor. 	<i>John Moriarty & Assocs., Inc. v. Zurich Am. Ins. Co.</i> , 102 Mass. App. Ct. 474, 207 N.E.3d 542 (2023)
Michigan	Mich. Comp. Laws § 691.991	Partial	<p><u>Construction Contract</u></p> <ul style="list-style-type: none"> - May not require indemnification where damages were caused by or resulted from the sole negligence of the indemnitee. - See 691.991(2) for indemnification related to an architect/engineering contract. 	<i>Mass. Bay Ins. Co. v. Cincinnati Ins. Co.</i> , 324 F. Supp. 3d 926 (E.D. Mich. 2018)
Minnesota	Minn. Stat. Ann. §§ 337.01, 337.02	Partial	<p><u>Construction Contracts</u></p> <ul style="list-style-type: none"> - Indemnification agreements are unenforceable except when: (1) the damage is attributable to the 	<i>Eng'g & Constr. Innovations, Inc. v. L.H. Bolduc Co.</i> , 825 N.W.2d 695 (Minn. 2013)

			negligence of promisor or (2) a responsible party agrees to indemnify with respect to strict liability under environmental laws.	
Mississippi	Miss. Code § 31-5-41	Partial	<u>Construction Contracts/Agreements</u> <ul style="list-style-type: none"> - Indemnification agreements, public or private, are unenforceable where they attempt to hold harmless another person from that person's own negligence. - Does not apply to construction bonds or insurance contracts or agreements. 	<i>Transocean Enter. v. Ingalls Shipbuilding, Inc.</i> , 33 So. 3d 459 (Miss. 2010)
Missouri	Mo. Rev. Stat. § 434.100	Partial	<u>Construction Contracts/Agreements</u> <ul style="list-style-type: none"> - Indemnification agreements, public or private, are unenforceable where they attempt to hold harmless another person from that person's own negligence. - See statute for list of exceptions. 	<i>Spire Mo., Inc. v. USIC Locating Servs., LLC</i> , 11 F.4th 908 (8th Cir. 2021)
Montana	Mont. Code Ann. § 28-2-2111	Partial	<u>Construction Contracts</u> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence, recklessness, or intentional misconduct. 	<i>BNSF RY. Co. v. Tolts, King, Duvall, Anderson, and Assocs., Inc.</i> , 2017 U.S. Dist. LEXIS 52148 (D. Mont.).
Nebraska	Neb. Rev. Stat. § 25-21,187	Partial	<u>Construction Contracts or Agreements</u> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence. - Does not apply to construction bonds or insurance contracts or agreements. 	<i>Federated Serv. Ins. Co. v. Alliance Constr., LLC</i> , 282 Neb. 638 (2011).
Nevada	Nev. Rev. Stat. § 40.693	Partial	<u>Residential Construction Contracts</u> <ul style="list-style-type: none"> - May not require indemnification of a controlling party for damages caused by the indemnitee's own negligence. - Specifically prohibits indemnification of subcontractor for subcontractor's negligence. 	N/A
New Hampshire	N.H. Rev. Stat. Ann. §§ 338-A:1-338-A:2	Partial	<u>Indemnification Agreements</u> <ul style="list-style-type: none"> - § 338-A:1 prohibits indemnification of architects, engineers, or surveyors 	<i>Rankin v. South St. Downtown Holdings, Inc.</i> , 172 N.H. 500 (2019).

			<p>for damages caused by the indemnitee's own negligence.</p> <ul style="list-style-type: none"> - § 338-A:2 prohibits indemnification for damages caused by any person's negligence other than the indemnitor in construction contracts. 	
New Jersey	N.J. Stat. Ann. § 2A:40A-1	Partial	<p><u>Construction Contracts, Agreements, or Purchase Orders</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's sole negligence. - § 2A:40A-2 applies the same prohibition on indemnification provisions in Architecture, Engineering, or Surveying Contracts 	<i>Szaloczy v. Kone Elevators & Escalators</i> , 2021 U.S. Dist. LEXIS 121998 (D.N.J.).
New Mexico	N.M. Stat. Ann. § 56-7-1	Partial	<p><u>Construction Contracts</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence. - Does not apply to indemnity of a surety or to insurance agreements. - Exception for public transportation. 	<i>Presidential Hosp., LLC v. Wyndham Hotel Grp., LLC</i> , 333 F. Supp. 3d 1179 (D.N.M. 2018).
New York	N.Y. Gen. Oblig. Law § 5-322.1	Partial	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence. - Does not apply to insurance contracts or workers' compensation agreements. 	<i>Garcia v. 13 W. 38 LLC</i> , 214 A.D.3d 408 (2023).
North Carolina	N.C. Gen. Stat. § 22B-1	Partial	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence. - May indemnify for damages caused by the indemnitor's sole negligence. 	<i>Taveney v. Int'l Paper Co.</i> , 2022 U.S. Dist. LEXIS 55637 (E.D.N.C.).
North Dakota	No Statute	Partial	<ul style="list-style-type: none"> - N.D. Cent. Code. § 22-02-02 prohibits indemnification for fraudulent, willful, or illegal acts. 	N/A

Ohio	Ohio Rev. Code Ann. § 2305.31	Partial	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence. - Does not apply to insurance agreements or construction bonds. 	<i>Miller Boat Line, Inc. v. Elliott Bay Design Grp., LLC</i> , 2023 U.S. Dist. LEXIS 67037 (N.D. Ohio).
Oklahoma	Okla. Stat. tit. 15, § 221	Partial	<p><u>Construction Contracts, Subcontracts, or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence. - Indemnitor may not indemnify for damages that exceed those resulting from the indemnitor's fault. - Does not apply to insurance agreements or construction bonds. 	<i>Jet Maint., Inc. v. Devon Energy Prod. Co., L.P.</i> , 2022 U.S. Dist. LEXIS 103199 (W.D. Okla.).
Oregon	Or. Rev. Stat. § 30.140	Partial	<p><u>Construction Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence. - Does not apply to rental or lease agreements or railroads. 	<i>Mt. Hawley Ins. Co. v. Waterside, LLC</i> , 2022 U.S. Dist. LEXIS 241292 (D. Or.).
Pennsylvania	68 Pa. Cons. Stat. § 491	Partial	<p><u>Contracts or Agreements Indemnifying Architects, Engineers, or Surveyors</u></p> <ul style="list-style-type: none"> - May not indemnify architects, engineers, or surveyors for damages caused by the indemnitee's preparation or approval of designs or plans, or by the indemnitee's direction or failure to direct. 	<i>Mount Pocono Mun. Auth. V. RKR Hess</i> , 2021 U.S. Dist. LEXIS 157115 (M.D. Pa.).
Rhode Island	R.I. Gen. Laws § 6-34-1	Partial	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence. - Does not apply to insurance contracts, workers' compensation agreements, or construction bonds. 	<i>Caruso v. Omni Hotels Mgmt. Corp.</i> , 61 F.4th 215 (1st Cir. R.I. 2023).
South Carolina	S.C. Code Ann. § 32-2-10	Partial	<p><u>Construction Contracts, Promises or Agreements</u></p>	<i>Concord & Cumberland Horizontal Prop. Regime v.</i>

			<ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's sole negligence. - Does not apply to insurance contracts, workers' compensation agreements, utilities, or public transportation. 	<i>Concord & Cumberland, LLC</i> , 424 S.C. 639 (Ct. App. 2018).
South Dakota	S.D. Codified Laws § 56-3-18	Partial	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's sole negligence. - § 56-3-2 prohibits indemnification agreements for future unlawful acts. 	<i>SMA, LLC v. Chief Indus.</i> , 450 F. Supp. 3d (D.S.D. 2020).
Tennessee	Tenn. Code Ann. § 62-6-123	Partial	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's sole negligence. 	<i>Trimboli v. Maxim Crane Works, L.P.</i> , 2020 U.S. Dist. LEXIS 36465 (M.D. Tenn.).
Texas	Tex. Ins. Code Ann. § 151.102	Partial	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's own negligence or the negligence of a third party under the indemnitee's control or supervision. - Does not apply to a provision requiring indemnification against employee claims. 	<i>Maxim Crane Works, L.P. v. Zurich Am. Ins. Co.</i> , 642 S.W.3d 551 (Tex. 2022).
Utah	Utah Code Ann. § 13-8-1	Total	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - Prohibits indemnification provisions in construction contracts. - When an indemnification provision is included in a construction contract between an owner and a contractor or supplier, it results in pro rata apportionment of damages based on each party's proportional share of fault. 	<i>Penunuri v. Sundance Partners, LTD</i> , 2013 UT 22, 301 P.3d 984.
Vermont	No Statute	None	N/A	N/A

Virginia	Va. Code Ann. § 11-4.1	Partial	<p><u>Construction Contracts</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused solely by the indemnitee's negligence. - Does not apply to insurance or workers' compensation agreements. 	<p><i>Uniwest Constr., Inc. v. Amtech Elevator Servs.</i>, 280 Va. 428 (2010).</p> <p><i>Hellas Constr., Inc. v. Bayside Concrete, Inc.</i>, 2019 U.S. Dist. LEXIS 234348 (E.D. Va.).</p>
Washington	Wash. Rev. Code § 4.24.115	Partial	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's sole negligence. - May only indemnify for damages caused by the concurrent fault of the indemnitor and the indemnity if the agreement specifically provides. 	<p><i>BNSF Ry. Co. v. Alcoa, Inc.</i>, 2022 Wash. App. LEXIS 1861.</p>
West Virginia	W. Va. Code § 55-8-14	Partial	<p><u>Construction Contracts or Agreements</u></p> <ul style="list-style-type: none"> - May not require indemnification for damages caused by the indemnitee's sole negligence. - Does not apply to construction bonds or insurance contracts or agreements. 	<p><i>Sanitary Bd. of Charleston v. Colonial Sur. Co.</i>, 2021 U.S. Dist. LEXIS 162693 (S.D. W. Va.).</p>
Wisconsin	Wis. Stat. § 895.447	Total	<p><u>Construction Contracts, Covenants, or Agreements</u></p> <ul style="list-style-type: none"> - May not limit or eliminate tort liability. - Does not apply to insurance contracts or workers' compensation plans. 	<p><i>Carr v. Heart of the North Home Inspections, Inc.</i>, 2022 WI App 7, 400 Wis. 2d 543, 970 N.W.2d 580.</p>
Wyoming	Wyo. Stat. Ann. § 30-1-131	Partial	<p><u>Oilfield Services Industry</u></p> <ul style="list-style-type: none"> - Prohibits agreements purporting to indemnify a person from liability caused by the indemnitee's own negligence in the context of oil, gas, or water wells or mineral mines. 	<p><i>Lexington Ins. Co. v. Precision Drilling Co., L.P.</i>, 951 F.3d 1185 (10th Cir. 2020).</p>