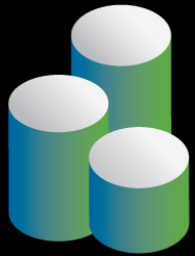


2018-2019

A 50 STATE SURVEY

Contractual Indemnity Considerations

Prepared Exclusively for the Members of



STICO
MUTUAL

Tressler LLP



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ANTI-INDEMNITY STATUTES

A majority of states have enacted an anti-indemnity statute, which provide guidance on the level of risk that can be transferred between parties to a construction contract. In general, states enact anti-indemnity statutes on public policy grounds. Legal commentators have noted that, without such statutes, an indemnitee may have an incentive to make riskier decisions if it can count on an indemnitor to protect it from liability for its own negligence. Further, legislatures attempt to even out some of the power imbalance when a party may take on liability in order to win a bid on a construction project. The thought behind these statutes is that by imposing liability on every wrongdoer for its own negligence, every entity on a construction site will have an incentive to create safe conditions on the project.

Most anti-indemnity statutes state that an indemnitee cannot be indemnified for the indemnitee's own negligence. However, most statutes do allow an indemnitor to indemnify an indemnitee for the indemnitor's negligence.

This 50 State Survey has been prepared to provide a quick reference before entering in a contractor or subcontractor agreement. This analysis is important when considering indemnity provisions in contracts with customers and when considering how much liability a contractor can legally force down onto subcontractors.

IMPACT ON INSURANCE

Many anti-indemnity statutes also provide guidance on the validity of provisions requiring an indemnitor to procure insurance protecting the indemnitee for the indemnitee's own negligence. Most states' anti-indemnity statutes addressing this issue state that a promise to procure insurance is separate and distinct from a promise to indemnify the indemnitee for the indemnitee's own negligence. As such, most states have held that an indemnitor's promise to procure insurance to protect the indemnitee from the indemnitee's own negligence is valid and enforceable.

However, a minority of states addressing this issue have held that provisions requiring an indemnitee to procure insurance for the indemnitee's own negligence is unenforceable.

This 50 State Survey can also be used when determining whether a contractor has obtained the proper insurance as required by the customer and the obligations the subcontractors must meet to comply with a construction contract.

PRIORITY OF COVERAGE

On construction projects, there may be times where both the subcontractor and contractor have their own insurance policies that could theoretically respond to a given loss. An issue that often arises is how indemnity provisions may affect which insurance policy should respond first. Although still a relatively nascent issue, most courts addressing the issue have held that an indemnity provision may show the intent of the parties regarding who should be responsible for a loss. As such, courts in these states have held that, depending on the wording of the indemnity provision, the entire loss may shift to the indemnitor's insurers for a given loss irrespective of "other insurance" clauses that may exist in the policies.

This 50 State Survey provides a great starting point for a contractor to begin its analysis of indemnity and insurance issues. This 50 State Survey does not create an attorney-client relationship, is not intended to convey legal advice and is not a solicitation for legal work.

Anti-Indemnity/Sole Negligence At-a-Glance Summary

	<u>Anti-Indemnity Statute?</u>	<u>Indemnified for Sole Negligence?</u>		<u>Anti-Indemnity Statute?</u>	<u>Indemnified for Sole Negligence?</u>
Alabama	No	Yes*	Montana	Yes	No
Alaska	Yes	No	Nebraska	Yes	No
Arizona	Yes	No	Nevada	Yes	Yes*
Arkansas	Yes	No	New Hampshire	Yes	No
California	Yes	No	New Jersey	Yes	No
Colorado	Yes	No	New Mexico	Yes	No
Connecticut	Yes	No	New York	Yes	No
Delaware	Yes	No	North Carolina	Yes	No
District of Columbia	No	No law located	North Dakota	No	Yes*
Florida	Yes	Maybe	Ohio	Yes	No
Georgia	Yes	No	Oklahoma	Yes	No
Hawaii	Yes	No	Oregon	Yes	No
Idaho	Yes	No	Pennsylvania	No	No law located
Illinois	Yes	No	Rhode Island	Yes	No
Indiana	Yes	No	South Carolina	Yes	No
Iowa	Yes	No	South Dakota	Yes	No
Kansas	Yes	No	Tennessee	Yes	No
Kentucky	Yes	No	Texas	Yes	No
Louisiana	Yes	Yes*	Utah	Yes	No
Maine	No	Yes*	Vermont	No	Yes*
Maryland	Yes	No	Virginia	Yes	No
Massachusetts	Yes	No	Washington	Yes	No
Michigan	Yes	No	West Virginia	Yes	No
Minnesota	Yes	No	Wisconsin	Yes	Yes*
Mississippi	Yes	No	Wyoming	No	Yes*
Missouri	Yes	No			

* See following pages for an in-depth explanation of individual states' application of law

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
Alabama	No Statute	N/A	N/A	An agreement to indemnify for one's sole negligence is allowed so long as the indemnity language is clear and unequivocal. <i>Mobil Oil Corp. v. Schlumberger</i> , 598 So.2d 1341 (Ala. 1992).	Yes. An indemnity agreement between the insureds or a contract with an indemnification clause, may shift an entire loss to a particular insurer notwithstanding the existence of an "other insurance" clause in its policy. <i>Pacific Life Ins. Co. Ltd. v. Liberty Mut. Ins. Co.</i> , 2005 WL 1801602 (M.D. Ala. July 28, 2005).
Alaska	ALASKA STAT. § 45.45.900	ALASKA STAT. § 45.45.900 provides that agreements "contained in, collateral to, or affecting the construction contract that purports to indemnify the promisee against liability from the sole negligence or willful misconduct of the promisee is against public policy and is void and unenforceable." However, an indemnitee can be indemnified for the indemnitor's negligence. <i>Burgess Constr. Co. v. State</i> ,	The anti-indemnity statute does not affect the validity of an "agreement issued by an insurer" ALASKA STAT. § 45.45.900.	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. ALASKA STAT. § 45.45.900.	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>614 P.2d 1380 (Alaska 1980); <i>CJM Constr., Inc. v. Chandler Plumbing & Heating, Inc.</i> 708 P.2d 60 (Alaska 1985).</p> <p>To the extent an indemnity provision expressly specifies that the indemnitor is liable for the indemnitee's negligence when the indemnitor and indemnitee are both liable, such a provision will likely not run afoul of Alaska's anti-indemnity statute. <i>Hoffman Const. Co. v. U.S. Fabrication & Erection, Inc.</i>, 32 P.3d 346 (Alaska 2001)(holding that provision requiring indemnitor to indemnify indemnitee from any claim "arising out of the performance of this construction contract, regardless of whether or not it is caused <i>in part</i> by a party indemnified hereunder" did not contravene ALASKA STAT. § 45.45.900).</p>			

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
Arizona	ARIZ. REV. STAT. §§ 32-1159, 34-226, 41-2586	<p>Arizona's anti-indemnity statute provides that "[a] covenant, clause or understanding in, collateral to or affecting a construction contract or subcontract that purports to indemnify, to hold harmless or to defend the promise ... from or against liability ... resulting from the negligence of the promisee ... is against the public policy of this state and is void." ARIZ. REV. STAT. § 41-2586(A). <i>See also</i> ARIZ. REV. STAT. 34-226(C).</p> <p>An agreement to indemnify the indemnitee for the indemnitor's negligent acts is permissible, but such indemnification language must be expressed in "clear and unequivocal terms." <i>Washington Elementary School. Dist. No. 6 v. Baglino Corp.</i>, 817 P.2d 3, 6 (Ariz. 1991); <i>Schweber Electronics v. Nat'l Semiconductor Corp.</i>, 850</p>	<p>Arizona's anti-indemnity statute includes a saving clause which provides that "[n]othing in this section shall prohibit the requirement of insurance coverage that complies with this section, including the designation of the ... property owner as an additional insured on a general liability insurance policy ... provided in connection with a construction contract or subcontract or design professional services contract or subcontract." ARIZ. REV. STAT. § 41-2586(C).</p>	<p>No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence in private contracts. ARIZ. REV. STAT. § 32-1159 ("A covenant, clause or understanding in, collateral to or affecting a construction contract or architect-engineer professional service contract that purports to indemnify, to hold harmless or to defend the promise from or against liability for loss or damage resulting from the sole negligence of the promisee or the promisee's agents, employees or indemnitee is against the public policy of this state and is void.").</p>	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>P.2d 975 (Ariz. App. Ct. 1986).</p> <p>Further, while an indemnitor may not save and hold harmless the promisee for liabilities caused by the promisee's sole negligence, the promisor may agree to indemnify for a lesser quantum of liability pursuant to a limited or intermediate form of indemnity that is consistent with the anti-indemnity statute. <i>James v. Burlington Northern Santa Fe Ry. Co.</i>, 636 F.Supp.2d 961 (D. Ariz. 2007).</p>			

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
Arkansas	ARK. CODE ANN. § 4-56-104; ARK. CODE ANN. §22-9-214	<p>Under the anti-indemnity statute, a provision in a construction agreement or construction contract is void and unenforceable if it requires an entity or that entity's insurer to indemnify, defend, or hold harmless another entity against liability for damage arising out of out of the negligence or fault of the indemnitee. ARK. CODE ANN. § 4-56-104(B); ARK. CODE ANN. §22-9-214(B).</p> <p>However, an indemnitor can be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. ARK. CODE ANN. § 4-56-104(E); ARK. CODE ANN. §22-9-214(E).</p>	<p>The anti-indemnity statute provides that an agreement to provide insurance coverage to compensate for the indemnitor's negligence does not violate the anti-indemnity statute. ARK. CODE ANN. § 4-56-104(E) ("The provisions of this section do not affect any provision in a construction agreement or construction contract ... [t]hat requires an entity or that entity's insurer to indemnify another entity against liability for damage arising out of the death of or bodily injury to persons, or damage to property, but the indemnification shall not exceed any amounts that are greater than that represented by the</p>	<p>No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence in private and public contracts. ARK. CODE § 4-56-104(B); ARK. CODE. § 22-9-214(B).</p>	<p>Yes.</p> <p>An indemnity agreement between the insureds, or a contract with an indemnification clause, may shift an entire loss to a particular insurer notwithstanding the existence of an "other insurance" clause in the policy. <i>Wal-Mart Stores, inc. v. RLI Ins. Co.</i>, 292 F.3d 583 (8th Cir. 2002)(applying Arkansas law).</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
			degree or percentage of negligence or fault attributable to the indemnitors").		
California	CAL CIV. CODE § 2782	<p>California's anti-indemnity statute declares indemnity clauses in a construction contract may not provide indemnification for injury or loss due to the indemnitee's sole negligence or sole willful conduct. CAL CIV. CODE § 2782(A).</p> <p>An indemnitor can be required to indemnify the indemnitee for damages arising out of the indemnitor's negligence. <i>Peter Culley & Associates v. Superior Court</i>, 10 Cal.App.4th 1484 (1992).</p> <p>Further, an indemnitor's promise to indemnify may be enforceable if both the indemnitor and indemnitee share concurrent liability. <i>CI Engineers & Constructors, Inc. v. Johnson & Turner Painting</i></p>	<p>One case held that a contractual provision requiring an indemnitee to be named as an additional insured was not contrary to California's anti-indemnity statute, even if the additional insured incurs liability through its sole negligence. <i>American Cas. Co. of Reading, PA v. General Star Indem. Co.</i>, 125 Cal.App.4th 510 (2005).</p> <p>This is because an "additional insured" endorsement creates a contractual obligation separate from any indemnification obligation. <i>Id.</i> See also <i>Associated Industries</i></p>	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence in private and public contracts. CAL CIV. CODE § 2782.	<p>Arguably, only at the primary level.</p> <p>The California Supreme Court has concluded that the existence of a valid, indemnification agreement may preclude equitable contribution between two primary insurers. <i>Rossmoor Sanitation, Inc. v. Pylon, Inc.</i>, 13 Cal. 3d 622 (1975). See also <i>Hartford Cas. Ins. Co. v. Mt. Hawley Ins. Co.</i>, 123 Cal.App.4th 278 (2004).</p> <p>However, California courts do not follow a general rule that a contractual indemnification agreement takes precedence over the general rules of primary and excess coverage. <i>Reliance Nat. Indem. Co.</i></p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p><i>Co.</i>, 140 Cal.App.3d 1011 (1983). <i>See also McCrary Constr. Co. v. Metal Deck Specialists, Inc.</i>, 133 Cal.App.4th 1528 (2005) quoting <i>John E. Branagh & Sons v. Witcosky</i>, 242 Cal.App.2d 835 (1966) (noting that indemnity provision which precluded indemnity for indemnitee's sole negligence but which provided that indemnitor was liable to indemnitee for losses arising out of indemnitor's and indemnitee's conegligence was enforceable).</p>	<p><i>Ins. Co., Inc. v. Mt. Hawley Ins. Co.</i>, 309 F.Supp.3d 812 (N.D. Cal. 2018)(additional insured endorsement remains enforceable against insurer even when named insured owes no duty to indemnify pursuant to a separate indemnity agreement).</p>		<p><i>v. General Star Indem. Co.</i>, 72 Cal.App.4th 1063 (1999); <i>Great Am. Ins. Co. v. Sequoia Ins. Co.</i>, 2017 WL 5643547 (C.D. Cal. Aug. 21, 2017)(rejecting broad application of <i>Wal-Mart v. RLI</i>). <i>See also Cont'l Cas. Co. v. St. Paul Surplus Lines Ins. Co.</i>, 803 F.Supp.2d 113 (E.D. Cal. 20110; <i>JPI Westcoast Constr., LP v. RJS & Associates, Inc.</i>, 156 Cal.App.4th 1448 (2007).</p>
Colorado	<p>COLO. REV. STAT. §§ 13-50.5-102; 13-21-111.5</p>	<p>Under COLO. REV. STAT. § 13-50.5-102(8)(A), public contracts related to construction which purport to indemnify or hold harmless any public entity from that entity's own negligence are unenforceable.</p> <p>COLO. REV. STAT. §13-21-111.5(6)(B) provides that "any provision in a</p>	<p>The anti-indemnity statute related to public contracts provides that the statute "shall not apply to construction bonds, contracts of insurance, or insurance policies that provide for the defense, indemnification, or holding harmless of public entities or</p>	<p>No. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree.</p> <p>COLO. REV. STAT. §§ 13-50.5-102(8)(A); 13-21-111.5(6)(B).</p>	<p>No law located</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>construction agreement that requires a person to indemnify and insure another person against liability for damage arising out of death or bodily injury to persons or damage to property caused by the negligence or fault of the indemnitee or any third party under the control or supervision of the indemnitee is void as against public policy and unenforceable.”</p> <p>COLO. REV. STAT. §13-21-111.5(6)(C) provides that Colorado’s anti-indemnity statute “shall not affect any provision in a construction agreement that requires a person to indemnify and insure another person against liability for damage ... if provided for by contract or statute arising out of death or bodily injury to persons or damage to property, but not for any amounts that are greater than that represented by the</p>	<p>contract clauses regarding insurance.”</p> <p>COLO. REV. STAT. § 13-50.5-102(8)(B).</p> <p>With respect to private contracts, COLO. REV. STAT. §13-21-111.5(6)(C) provides that the anti-indemnity statute does not preclude a provision requiring the indemnitor to procure insurance for the indemnitor’s negligence.</p> <p>Moreover, COLO. REV. STAT. §13-21-111.5(D)(I) provides that the anti-indemnity statute does not preclude an indemnitor for naming the indemnitee as an additional insured under the indemnitor’s liability policy, “but only to the extent that such additional insured coverage</p>		

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		degree or percentage of negligence or fault attributable to the indemnitor”	provides coverage to the indemnitee for liability due to the acts or omissions of the indemnitor.” Thus, any provision requiring the purchase of additional insured coverage for damage caused by a party other than the entity purchasing additional insured coverage is “void as against public policy.”		
Connecticut	CONN. GEN. STAT. § 52-572K	Connecticut’s anti-indemnity statute provides that any construction contract “that purports to indemnify ... the promisee against liability ... caused by or resulting from the negligence of such promisee ... is against public policy and void” CONN. GEN. STAT. § 52-572K(A). A subcontractor can indemnify the indemnitee for damages arising out of	Connecticut’s anti-indemnity statute expressly provides that it “shall not affect the validity of any insurance contract, workers’ compensation agreement or other agreement issued by a licensed insurer.” CONN. GEN. STAT. § 52-572K(A). Courts have noted that Connecticut’s anti-	No. The indemnitor cannot be held responsible for the indemnitee’s negligence, no matter the degree. CONN. GEN. STAT. § 52-572K(A).	No law located

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		the subcontractor's own negligence. <i>Mastrobattisto, Inc. v. Nutmeg Utility Products, Inc.</i> , 2016 WL 1165107 (Conn. Superior Ct. Feb. 23, 2016).	indemnity statute does not extend to insurance contracts. <i>Northeast Utilities Service Co. v. St. Paul Fire and Marine Ins. Co.</i> , 2012 WL 2872810, *10, fn 13 (D. Conn. July 12, 2012); <i>Travelers Prop. Cas. Co. of Am. v. Continental Cas. Co.</i> , 2010 WL 2574140 (Sup. Ct. Conn. May 27, 2010).		
Delaware	DEL. CODE ANN. 6 § 2704	Under the anti-indemnity statute, any construction contract "purporting to indemnify or hold harmless the promisee or indemnitee or others ... for damages arising from liability ... arising partially or solely out of the negligence of such promisee or indemnitee .. is against public policy and is void and unenforceable" DEL. CODE ANN. 6 § 2704(A).	The anti-indemnity statute "shall not be construed to void or render unenforceable policies of insurance issued by duly authorized insuring companies and insuring against losses or damages from any causes whatsoever." DEL. CODE ANN. 6 § 2704(B). The Delaware Supreme Court has	No. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. DEL. CODE ANN. 6 § 2704(A).	No law located

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		<p>An indemnitor may indemnify the indemnitee for the indemnitor's own negligence. <i>Kreider v. F. Schumacher & Co.</i>, 816 F.Supp.957 (D. Del. 1993).</p> <p>As such, an indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. DEL. CODE ANN. 6 § 2704; <i>Kempski v. Troll Bros., Inc.</i>, 582 F.Supp.2d 636 (D. Del. 2008)(contractual indemnification provision requiring one party to indemnify another party for the second party's own negligence – whether sole or partial – is against public policy); <i>J.S. Alberici Const. Co. v. Mid-West Conveyor Co.</i>, 750 A.2d 518 (Del. 2000).</p>	<p>addressed whether its anti-indemnity statute precludes the enforceability of liability insurance purchased for the benefit of a negligent contract. The court has held that Delaware's anti-indemnity statute does not render a subcontractor's agreement to purchase liability insurance for the benefit of a negligent contractor unenforceable. <i>Pacific Ins. Co. v. Liberty Mut. Ins. Co.</i>, 956 A.2d 1246 (Del. 2008); <i>Chrysler Corp. v. Merrell & Garaguso, Inc.</i>, 796 A.2d 648 (Del. 2002).</p>		

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District of Columbia	No law	N/A	N/A	No law located	<p>Maybe.</p> <p>One New York federal decision, applying Washington D.C. law, favorably acknowledged that an indemnitor (and thus its insurer) bears full responsibility for covered indemnification payments, even if the indemnitee has other insurance covering the same loss. <i>Wallace v. Nat'l R.R. Passenger Corp.</i>, 5 SF.Supp.3d 452 (S.D.N.Y. 2014).</p> <p>Because <i>Wallace</i> is not binding on any District of Columbia court, at most, it can only serve as persuasive authority.</p>
Florida	FLA. STAT. ANN. § 725.06	Under the anti-indemnity statute, any contract related to construction "wherein any party ... promises to indemnify or hold harmless the other party to the agreement ... for liability for damages ... caused in whole or in part by any act	One court has held that an indemnity agreement can be an "insured contract" under the policy where the injury is caused by the indemnitee's negligence, so long as the named insured	Maybe. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree, unless the indemnification agreement incorporates a cap on the indemnification that is	<p>Yes.</p> <p>An indemnity agreement between the insureds or a contract with an indemnification clause, may shift an entire loss to a particular insurer notwithstanding the</p>

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		<p>... of the indemnitee arising from the contract or its performances, shall be void and unenforceable unless the contract contains a monetary limitation on the extent of the indemnification that bears a reasonable commercial relationship to the contract and is part of the project specifications or bid documents.” FLA. STAT. ANN. § 725.06(1).</p> <p>Further, an indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. <i>Pilot Const. Services, Inc. v. Babe's Plumbing, Inc.</i>, 111 So.3d 955 (Fla. App. Ct. 2013).</p> <p>The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree, unless the indemnification agreement incorporates a cap on the indemnification</p>	<p>“caused” some part of the injuries or damages. <i>Mid-Continent Cas. Co. v. Royal Crane, LLC</i>, 169 So.3d 174 (Fla. App. Ct. 2015). <i>But see United Rentals, Inc. v. Mid-Continent Cas. Co.</i>, 843 F.Supp.2d 1309 (S.D. Fla. 202012)(no additional insured coverage where underlying complaint did not allege that putative insured was vicariously liable for the direct fault of the named insured).</p>	<p>“reasonable”. FLA. STAT. ANN. § 725.06(1).</p>	<p>existence of an “other insurance” clause in its policy. <i>Aetna Ins. Co. v. Fidelity & Cas. Co. of New York</i>, 483 F.2d 471 (5th Cir. 1973)(applying Florida law); <i>St. Paul Fire and Marine Ins. Co. v. Lexington Ins. Co.</i>, 2006 WL 1295408 (S.D. Fla. April 4, 2006); <i>Cont'l Cas. Co. v. City of South Daytona</i>, 807 So.2d 91 (Fla. App. Ct. 2002).</p>

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		that is "reasonable". FLA. STAT. ANN. § 725.06(1). However, such indemnification shall not include claims resulting from gross negligence, willful, wanton or intentional conduct of the indemnitee. <i>Id.</i>			
Georgia	GA. CODE ANN. § 13-8-2(B).	<p>The anti-indemnity statute provides that any agreement related to construction "purporting to require that one party to such contract or agreement shall indemnify ... the other party to the contract ... arising out of [liability] caused by or resulting from the sole negligence of the indemnitee ... is against public policy and void and unenforceable." GA. CODE ANN. § 13-8-2(B).</p> <p>However, as a general rule, an indemnitor may indemnify another for liability related to the indemnitor's own negligence. <i>RSN</i></p>	The anti-indemnity statute shall not "apply to any requirement that one party to the contract purchase a project specific insurance policy, including an owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy." GA. CODE ANN. § 13-8-2(B).	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. GA. CODE ANN. § 13-8-2(B).	<p>Maybe.</p> <p>A Florida appellate court, applying Georgia law, has held that an indemnification clause may shift an entire loss to an indemnitor and the indemnitor's insurers. <i>J. Walters Constr., Inc. v. Gilman Paper Co.</i>, 620 So.2d 219 (Fla. App. Ct. 1993).</p> <p>Because <i>Gilman</i> is not binding on any Georgia court, at most, it can only serve as persuasive authority.</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p><i>Properties, Inc. v. Engineering Consulting Services, Ltd.</i>, 686 S.E.2d 853 (Ga. App. Ct. 2009); <i>ESI, Inc. of Tennessee v. Westpoint Stevens, Inc.</i>, 562 S.E.2d 198 (Ga. App. Ct. 2002).</p>	<p>In one case, mandatory insurance provisions in a contract was found to not be in violation of GA. CODE ANN. § 13-8-2(B). <i>McAbee Constr. Co. v. Georgia Kraft Co.</i>, 343 S.E.2d 513 (Ga. App. Ct. 1986). Specifically, the court held that an indemnity provision's requirement that insurance be purchased for the benefit of the indemnitee evidenced the parties' intent to have any liability covered by insurance. This removed the contract from the ambit of the anti-indemnity statute. <i>Id.</i> See also <i>Federal Paper Bd. Co., Inc. v. Harbert-Yeargin, Inc.</i>, 53 F.Supp.2d 1361 (N.D. Ga. 1999).</p>		

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
Hawaii	HAW. REV. STAT. § 431:10-222	<p>The anti-indemnity statute provides that any contract related to construction “purporting to indemnify the promise against liability ... caused by or resulting from the sole negligence or willful misconduct of the promisee ... is invalid as against public policy, and is void and unenforceable.” HAW. REV. STAT. § 431:10-222.</p> <p>However, as a general rule, an indemnitor may indemnify another for liability related to the indemnitor's own negligence. <i>Espaniola v. Cwdrey Mars Joint Ventures</i>, 707 P.2d 365 (Haw. 1985).</p>	Hawaii's anti-indemnity statute provides that it does “not affect any ... insurance contract or agreement issued by an admitted insurer upon any insurable interest under this code.” HAW. REV. STAT. § 431:10-222. However, no case law was located wherein the foregoing statutory language was interpreted.	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its sole negligence. HAW. REV. STAT. § 431:10-222.	No law located
Idaho	Idaho Code Ann. § 29-114	Under the anti-indemnity statute, a construction contract “purporting to indemnify the promisee against liability for damages arising out of [liability] caused by or resulting from the sole	No law located.	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. Idaho Code Ann. § 29-114.	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		negligence of the promisee ... is against public policy and is void and unenforceable.” Idaho Code Ann. § 29-114.			
Illinois	740 ILCS § 35/1	<p>The anti-indemnity statute provides that construction contracts which “indemnify or hold harmless another person from the person’s own negligence is void as against public policy and is wholly unenforceable.” 740 ILCS § 35/1.</p> <p>A provision indemnifying an indemnitee for the indemnitor’s or third-party’s negligence does not violate Illinois’ anti-indemnity statute. 933 <i>Van Buren Condo. Ass’n v. West Van Buen, LLC</i>, 61 N.E.3d 929 (Ill. App. Ct. 2016); <i>W.E. O’Neil Const. Co. v. Gen. Cas. Co. of Illinois</i>, 748 N.E.2d 667 (Ill. App. Ct. 2001).</p>	<p>A promise to obtain insurance is different from the duty to indemnify. <i>W.E. O’Neil Const. Co. v. General Cas. Co. of Illinois</i>, 748 N.E.2d 667 (Ill. App. Ct. 2001). The Illinois anti-indemnity statute permits a general contractor to obtain insurance through a subcontractor because such a contract protects the interests of the public and construction workers. <i>Id.</i></p> <p>Courts have upheld the validity of provisions requiring the party named as indemnitee to be named as an additional insured on</p>	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own negligence. 740 ILCS § 35/1. <i>See also Liccardi v. Stolt Terminals</i> , 669 N.E.2d 1192 (Ill. App. Ct. 1996)(rule providing that a contract will not be construed to indemnify a party against its own negligence unless that intention is expressed in explicit and unequivocal terms does not apply to construction contracts).	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
			<p>the indemnitor's insurance policy where the insurance provision is not tied to a void indemnity agreement. <i>Id.</i></p> <p><i>See also Zettel v. Paschen Contractors, Inc.</i>, 427 N.E.2d 189 (Ill. App. Ct. 1981).</p>		
Indiana	IND. CODE ANN. § 26-2-5	<p>The anti-indemnity statute provides that any construction contracts "which purport to indemnify the promisee against liability ... from the sole negligence or willful misconduct of the promisee or the promisee ... are against public policy and are void and unenforceable." IND. CODE ANN. § 26-2-5.</p> <p>Courts have rejected the contention that the statute applies to any agreement whereby the indemnitee is indemnified for its own negligence. <i>Moore Heating & Plumbing, Inc. v. Huber</i>,</p>	No law located.	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. IND. CODE ANN. § 26-2-5.	<p>Yes.</p> <p>An indemnity agreement between the insureds or a contract with an indemnification clause, may shift an entire loss to a particular insurer notwithstanding the existence of an "other insurance" clause in its policy. <i>West Bend Mut. Ins. Co. v. MacDougall Pierce Const., Inc.</i>, 11 N.E.3d 531 (Ind. App. Ct. 2014).</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<i>Hunt & Nichols</i> , 583 N.E.2d 142 (Ind. App. Ct. 1991). Thus, indemnity agreements under which the indemnitee can be indemnified for concurrent or contributory negligence is not violative of the anti-indemnity statute. <i>Id.</i>			
Iowa	IOWA CODE ANN. § 537A.5	According to the Iowa anti-indemnity statute, a provision in a construction contract “that requires one party to ... indemnify ... any other party to the construction contract ... against liability ... to the extent caused by or resulting from the negligent act ... of the indemnitee ... is void and unenforceable as contrary to public policy.” IOWA CODE ANN. § 537A.5.	Iowa’s anti-indemnity statute provides that it does not “apply to the indemnification of a surety by a principal on any surety bond, an insurer’s obligation to its insureds under any insurance policy or agreement, a borrower’s obligation to its lender, or any obligation of strict liability otherwise imposed by the law.” IOWA CODE ANN. § 537A.5. However, no case law was found wherein the foregoing statutory language was interpreted.	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. IOWA CODE ANN. § 537A.5.	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
Kansas	KAN. STAT. § 16-121	The anti-indemnity statute provides that “[a]n indemnification provision in a contract which requires the promisor to indemnify the promisee for the promisee’s negligence or intentional acts or omissions is against public policy and is void and unenforceable.” KAN. STAT. § 16-121(B).	The Kansas anti-indemnity statute expressly states that “[a] provision in a contract which requires a party to provide liability coverage to another party, as an additional insured, for such other party’s own negligence or intentional acts or omissions is against public policy and is void and unenforceable.” KAN. STAT. § 16-121(C).	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. KAN. STAT. § 16-121(B).	No law located.
Kentucky	KENTUCKY REV. STAT. § 371.180	The anti-indemnity statute provides that “any provision in any construction services contract purporting to indemnify or hold harmless a contractor for that contractor’s own negligence ... is void and wholly unenforceable.” KENTUCKY REV. STAT. § 371.180(2).	The anti-indemnity statute “does not apply to construction bonds affect the validity of insurance contracts.” KENTUCKY REV. STAT. § 371.180(3). However, no case law was found wherein the foregoing statutory language was interpreted.	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. KENTUCKY REV. STAT. § 371.180.	Yes. An indemnity agreement between the insureds or a contract with an indemnification clause, may shift an entire loss to a particular insurer notwithstanding the existence of an “other insurance” clause in its policy. <i>Chandler v. Liberty Mut. Ins. Group</i> ,

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnitee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<i>See Pruitt v. Genie Industries, Inc.</i> , 2013 WL 485966 (E.D. Kent. Feb. 6, 2013)(holding indemnity provision was inapplicable because it violated KENTUCKY REV. STAT. § 371.180).			2005 WL 5629027 (E.D. Ky. Nov. 3, 2005), affirmed in 212 Fed. Appx. 553 (6 th Cir. 2007).
Louisiana	LA. REV. STAT. § 38:2216(G).	Under the anti-indemnity statute, any provision “contained in a public contract ... providing for a hold harmless or indemnity agreement ... [f]rom the contractor to the public body for damages ... caused by the negligence of the public body ... is contrary to the public policy of the state” Further, the statute provides that “any provision contained in a public contract ... providing for a hold harmless or indemnity agreement ... [f]rom the contractor to any architect, landscape architect, engineer, or land surveyor engaged by the public body	The express terms of Louisiana’s anti-indemnity statute do not apply to insurance contracts. LA. REV. STAT. § 38:2216(G).	Likely, yes. The Louisiana Supreme Court has expressly recognized that there is public policy “disfavoring indemnification of a party solely responsible for causation.” <i>Berry v. Orleans Parish School Board</i> , 830 So.2d 283, 286 (La. 2002). But one appellate court has noted that indemnity provisions require unequivocal terms expressing a clear intent that the indemnitor would assume responsibility for the indemnitee’s sole negligence. <i>Barnett v. Am. Const. Hoist, Inc.</i> , 91 So.3d 345 (La. App. Ct. 2012).	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>for such damages caused by the negligence of such architect, landscape architect, engineer, or land surveyor is contrary to the public policy of the state” LA. REV. STAT. § 38:2216(G).</p> <p>In one case, the court held that a public contract between a school board and general contractor could only be void to the extent it could be interpreted to require indemnification against the school board's own negligence, but was otherwise valid so as to require indemnification of the school board's cost of defense where the school board was the non-negligent party. <i>Johnson v. Hamp's Construction, LLC</i>, 221 So.3d 222 (La. App. Ct. 2017). <i>See also Systems Contractors Corp. v. Williams and Associates Architects</i>, 769 So.2d 777 (La. App. Ct. 2000)(municipal aviation</p>			

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		board was not entitled to contractual indemnity from architect for its own fault or negligence). Of significance, Louisiana's anti-indemnity statute arguably has no authority over private contracts.			
Maine	No Statute	N/A	N/A	Yes. Although Maine courts disfavor indemnity provisions indemnifying an indemnitee for its own negligence, when a contract reflects a mutual parties for such a result, the courts must honor that intention and enforce the agreement. <i>Int'l Paper Co. v. A&A Brochu</i> , 899 F.Supp. 715 (D. Maine 1995); <i>Emery Waterhouse Co. v. Lea</i> , 467 A.2d 986, 993 (Me. 1983). A clear reflection of mutual intent requires language from the face of which the parties unambiguously agree to indemnification for the	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
				indemnatee's negligence. <i>Id.</i>	
Maryland	MD. CODE ANN., CTS. & JUD. PROC. § 5-401	<p>Under the anti-indemnity statute, a construction agreement "purporting to indemnify the promisee against liability for damages ... caused by or resulting from the sole negligence of the promisee or indemnitee ... is against public policy and is void and unenforceable." MD. CODE ANN., CTS. & JUD. PROC. § 5-401(A)(1)-(2).</p> <p>Where an indemnity provision only provides indemnification for the indemnitor's own negligence, the anti-indemnity statute is not triggered. <i>Mason v. Callas Contractors, Inc.</i>, 494 F.Supp.782 (D. Md. 1980).</p> <p>Further, indemnity provisions will be upheld even if they indemnify the indemnitee for liability arising out of the partial negligence of the</p>	<p>The Maryland anti-indemnity statute "does not affect the validity of any insurance contract, workers' compensation, any general indemnity agreement required by a surety as a condition of execution of a bond for a construction or other contract, or any other agreement issued by an insurer." MD. CODE ANN., CTS. & JUD. PROC. § 5-401(A)(3).</p> <p>In one case, the court held that a contractual provision obligating a contractor to obtain insurance for its own liability did not violate Maryland's anti-indemnity statute. <i>Heat & Power Corp. v. Air Products &</i></p>	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. MD. CODE ANN., CTS. & JUD. PROC. § 5-401(A)(1)-(2).	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		indemnatee. <i>Id.</i> ; <i>Helm v. W. Md. Ry. Co.</i> , 838 F.2d 729 (4 th Cir. 1988)(applying Maryland law).	<i>Chemicals, Inc.</i> , 578 A.2d 1202 (Md. App. Ct. 1990).		
Massachusetts	MASS. GEN. LAWS ANN. CH. 149 § 29C	<p>Under the anti-indemnity statute, “[a]ny provision for or in connection with a contract for construction ... which requires a subcontractor to indemnify any party for injury to persons or damage to property not caused by the subcontractor ... shall be void.” MASS. GEN. LAWS ANN. CH. 149 § 29C.</p> <p>Where an indemnity provision only provides indemnification for the indemnitor’s own negligence, the anti-indemnity statute is not at issue. <i>Callahan v. AJ Welch Equipment Corp.</i>, 634 N.E.2d 134 (Mass. App. Ct. 1994); <i>M. DeMatteo Const. Co. v. AC Dellovade, Inc.</i>, 652 N.E.2d 635 (Mass. App. Ct. 1995).</p>	<p>When Massachusetts’ anti-indemnity statute was first enacted, it prohibited subcontractors from agreeing to insure or name as an insured a general contractor for any negligence of the general contractor. However, after eight months, MASS. GEN. LAWS ANN. CH. 149 § 29C was rewritten to remove the language barring insurance agreements. <i>Norfolk & Dedham Mut. Fire Ins. Co. v. Morrison</i>, 924 N.E.2d 260, 269 fn 10 (Mass. 2010).</p> <p>The subsequent changes to the anti-indemnity statute arguably suggests that a subcontractor may</p>	No. The indemnitor cannot be held responsible for the indemnitee’s sole negligence. MASS. GEN. LAWS ANN. CH. 149 § 29C.	

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		Further, the anti-indemnity statute does not prohibit contractual indemnity arrangements whereby a subcontractor agrees to assume indemnity obligations for the entire liability when both the subcontractor and general contractor are negligent. <i>Spellman v. Shawmut Woodworking & Supply, Inc.</i> , 840 N.E.2d 47 (Mass. 2006); <i>Collins v. Kiewit Constr. Co.</i> , 667 N.E.2d 904 (Mass. App. Ct. 1996).	be allowed to insure a general contractor for the general contractor's own negligence.		
Michigan	M.C.L.A. § 691.991	The statute provides that a construction contract "purporting to indemnify the promisee against liability ... caused by or resulting from the sole negligence of the promisee or indemnitee ... is against public policy and is void and unenforceable." M.C.L.A. § 691.991(1). As such, the only legal restriction upon indemnity in the subcontractor context	A Michigan appellate court has held that M.C.L.A. § 691.991 only applies to indemnity agreements, not insurance policies. <i>Sentry Ins. Co. v. Nat'l Steel Corp.</i> , 382 N.W.2d 753 (Mich. App. Ct. 1985). The court held that a contractor's purchase of a liability policy to cover a steel company	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. M.C.L.A. § 691.991.	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		is the prohibition on indemnification against the "sole negligence" of the contractor. <i>Miller-Davis Co. v. Ahrens Const., Inc.</i> , 848 N.W.2d 95 (Mich. 2014). A provision that seeks to indemnify a promisee against liability is valid in the case of concurrent negligence by multiple-tortfeasors. <i>Harbensi v. Upper Peninsula Power Co.</i> , 325 N.W.2d 785 (Mich. App. Ct. 1982); <i>Trim v. Clark Equipment Co.</i> , 274 N.W.2d 33 (Mich. App. Ct. 1978)(indemnity clause was enforceable insofar as it provided indemnity for the indemnitor's partial negligence).	for the steel company's own negligence did not run afoul of the anti-indemnity statute. <i>Id.</i>		
Minnesota	MINN. STAT. ANN. § 337.02	An indemnification agreement related to a construction contract is unenforceable unless: the underlying injury or damage is attributable to the negligent act of the promisor; or an	Minnesota statutory law provides "[a] provision that requires a party to provide insurance coverage to one or more other parties, including third parties, for the	An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence,	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>owner/responsible party agrees to indemnify a contractor directly or through another contractor with respect to strict liability under environmental laws. MINN. STAT. ANN. § 337.02.</p> <p>As such, provisions which require subcontractors to defend and indemnify general contractors for claims based on the general contractor's own negligence are unenforceable. <i>Seward Housing Corp. v. Conroy Bros. Co.</i>, 573 N.W.2d 364 (Minn. 1998); <i>Katzner v. Kelleher Const.</i>, 535 N.W.2d 825 (Minn. App. Ct. 1995).</p>	<p>negligence of those other parties, including third parties, is against public policy and void and unenforceable." MINN. STAT. ANN. § 337.05(B).</p> <p>However, Minnesota statute also provides a contractual provision "whereby a promisor agrees to provide insurance coverage for the benefit of others" is enforceable. MINN. STAT. ANN. § 337.05(A).</p> <p>In interpreting the foregoing statute, the Minnesota Supreme Court has held that the "legislature both anticipated and approved a long-standing practice in the construction industry by which the parties to a subcontract could agree that one party would purchase</p>	<p>no matter the degree. MINN. STAT. ANN. § 337.02.</p>	

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
			insurance that would protect 'others' involved in the performance of the construction project" and "[s]uch a risk allocation method is a practical response to problems inherent in the performance of a subcontract and, in instances where the risk of loss is one directly related to and arising out of the work performed under the subcontract, the parties are free to place the risk of loss upon an insurer by requiring one of the parties to insure against that risk." <i>Holmes v. Watson-Forsberg CO.</i> , 488 N.W.2d 473 (Minn. 1992).		
Mississippi	MISS. CODE ANN. § 31-5-41	With respect to construction contracts, "every covenant, promise and/or agreement contained therein to indemnify or hold	In a case where the anti-indemnity statute voided an indemnity provision in a construction contract	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own	Yes. An indemnity agreement between the insureds or a contract with an

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>harmless another person from that person's own negligence is void as against public policy and wholly unenforceable." MISS. CODE ANN. § 31-5-41.</p> <p>The statute does not invalidate an indemnity agreement wherein the indemnitor agrees to indemnify the indemnitee for the indemnitor's negligence. <i>Ramsey v. Georgia-Pacific Corp.</i>, 597 F.2d 890 (5th Cir. 1979)(applying Mississippi law).</p> <p>In concurrent liability cases, the indemnitor is only allowed to indemnify the indemnitee for damages arising out of the indemnitor negligence. In other words, to the extent there is concurrent liability, the indemnitor cannot indemnify the indemnitee for damages arising out of the indemnitee's</p>	<p>for requiring the indemnitor to indemnify the indemnitee for the indemnitee's own negligence also had the effect of precluding the indemnitee from recovering under the indemnitor's liability policy as an "insured contract[s]." <i>Certain London market In. Companies v. Pennsylvania Nat. Mut. Cas. Ins. Co.</i>, 269 F.Supp.2d 722 (N.D. Mis. 2003).</p> <p>But the anti-indemnity statute did not void coverage under a liability policy procured by the subcontractor, as named insured, to cover the contractor, as additional insured, for the contractor's own negligence, since the subcontractor's</p>	<p>negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. MISS. CODE ANN. § 31-5-41.</p>	<p>indemnification clause, may shift an entire loss to a particular insurer notwithstanding the existence of an "other insurance" clause in its policy. <i>Chubb Ins. Co. of Canada v. Mid-Continent Cas. Co.</i>, 982 F. Supp. 435 (S.D. Mis. 1997).</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		negligence. <i>Landcoast Insulation, Inc. v. Patent Constr. Systems</i> , 2009 WL 2425988 (S.D. Miss. Aug. 6, 2009).	agreement to procure insurance coverage was separate obligation from its indemnity obligation. <i>Roy Anderson Corp. v. Transcontinental Ins. Co.</i> , 358 F.Supp.2d 553 (S.D. Miss. 2005).		
Missouri	MO. REV. STAT. § 434.100	Missouri's anti-indemnity statute provides that a construction contract which promises to "indemnify or hold harmless another person from that person's own negligence or wrongdoing is void as against public policy and wholly unenforceable." The statute thereafter provides the following exceptions to the statute: <ol style="list-style-type: none"> 1. A party's covenant to indemnify another person from the party's own negligence or the wrongdoing of the 	The anti-indemnity statute for Missouri specifically allows for a party to promise to cause another person or entity to be covered as an insured or additional insured in an insurance contract. MO. REV. STAT. § 434.100(2)(2). Further, the anti-indemnity statute allows for an indemnitor to promise to obtain specified limits of insurance to insure the indemnity obligation so long as the indemnitor recovered the cost of	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. MO. REV. STAT. § 434.100(1).	Uncertain. A United States Circuit Court of Appeals for the Eighth Circuit recently remanded a case to the United States District Court for the Eastern District of Missouri to determine how an indemnity provision potentially implicates priority of coverage. <i>Federal Ins. Co. v. Great Am. Ins. Co.</i> , 893 F.3d 1098 (8 th Cir. 2018)(applying Missouri law). <i>But see Fed. Ins. Co. v. Gulf Ins. Co.</i> , 162 S.W.3d 160, 166 (Mo. App. Ct. 2005)(indemnity

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>party's subcontractors;</p> <p>2. A party's promise to cause another person or entity to be covered as an additional insured in an insurance contract;</p> <p>3. Contracts between state agencies or political subdivisions or between such governmental agencies;</p> <p>4. A contract or agreement between a private person and such governmental entities for the use or operation of public property;</p> <p>5. A contract or agreement with the owner of the public property for the construction, use,</p>	<p>the required insurance in its contract price. In such an instance, however, the indemnitee can only seek from the amount of coverage available.</p> <p>MO. REV. STAT. § 434.100 (2)(8).</p>		<p>agreement is relevant in coverage dispute and under circumstances of case it controls obligations of parties' insurers).</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>maintenance or operation of a private facility when located on public property;</p> <p>6. A permit, authorization or contract with such governmental entities for the movement f property on the public highways, roads or streets;</p> <p>7. Construction bonds, or insurance contracts or agreements;</p> <p>8. An agreement containing a party's promise to indemnify, if the agreement requires the party to obtain specified limits of insurance to insure the indemnity obligation and the party had the opportunity to</p>			

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>recover the cost of the required insurance in its contract price; provided, however, that in such case the party's liability under the indemnity obligation shall be limited to the coverage and limits of required insurance; or</p> <p>9. Railroads regulated by the Federal Railroad Administration.</p> <p>MO. REV. STAT. § 434.100(1)-(2).</p>			
Montana	MCA § 28-2-2111	Under Montana's anti-indemnity statute, a construction contract provision "that requires one party to the contract to indemnify ... the other party to the contract ... for liability ... that are caused by the negligence, recklessness, or intentional	A construction contract may contain a provision "requiring a party to the contract to purchase a project-specific insurance policy, including but not limited to an owner's and contractor's protective	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence,	No law located

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>misconduct of the other party ... is void as against the public policy of this state." MCA § 28-2-2111(1).</p> <p>Nonetheless, the anti-indemnity statute incorporates the following exceptions: (1) a contract to indemnify the other party for liability caused by the negligence of a third party of the indemnifying party is allowed; and</p> <p>(2) a contract requiring a party to the contract to purchase a project—specific insurance policy. MCA § 28-2-2111(2)(A)-(B).</p>	<p>insurance, a project management protective liability insurance, or a builder's risk insurance." MCA § 28-2-2111(1)(B).</p>	<p>no matter the degree. MCA § 28-2-2111(1).</p>	
Nebraska	NEB. REV. STAT. § 25-21, 187	Nebraska's anti-indemnity statute provides that a construction contract which contains a provision to "indemnify ... another person from such person's own negligence ... shall be void as against public policy and wholly	The anti-indemnity statute will not operate to invalidate a provision in a contract, which requires one party to provide liability insurance for the sole negligence of the indemnitee.	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence,	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>enforceable.” NEB. REV. STAT. § 25-21, 187(1).</p> <p>To the extent there is concurrent liability – when the indemnitor and indemnitee are both liable – the indemnitor can still be required to indemnify the indemnitee for the indemnitor's negligence even if it cannot indemnify the indemnitee for the indemnitee's negligence. <i>Hiway Terminal, Inc. v. Tri-County Agri-Supply, Inc.</i>, 443 N.W.2d 872 (Neb. 1989); <i>Day v. Toman</i>, 266 F.3d 831 (8th Cir. 2001)(applying Nebraska law).</p>	<p><i>Anderson v. Nashua Corp.</i>, 560 N.W.2d 446 (Neb. 1997). But an indemnitee can only require another to insure lossess incurred by reason of his or her own negligence if the contract contains express language to that effect or contains clear and unequivocal language that that is the intention of the parties. <i>Id.</i></p>	<p>no matter the degree. NEB. REV. STAT. § 25-21, 187(1).</p>	
Nevada	N.R.S. § AB 125, § 2	<p>In residential construction contracts, indemnity provisions which require subcontractors to indemnify the general contractor/developer for the general contractor's/developer's negligence are void and unenforceable. However,</p>	No law located.	<p>For residential contracts, a general contractor or developer cannot be indemnified by the subcontractor for the general contractor's or developer's sole negligence. N.R.S. § AB 125, § 2.</p>	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		the statute does not preclude the subcontractor from indemnifying the general contractor/developer for claims based on the subcontractor's work.		However, for non-residential contracts, it is likely that a Nevada court will allow a party to be indemnified for its sole negligence. The Nevada Supreme Court has held that "parties have great freedom in allocating indemnification responsibilities between one another" and "contracts purporting to indemnify a party against its own negligence will only be enforced if they clearly express such an intent ..." <i>Reyburn Lawn & Landscape Designers, Inc. v. Plaster Development Co., Inc.</i> , 255 P.3d 268 (Nev. 2011).	
New Hampshire	N.H. REV. STAT. § 338-A:1, 338-A:2	The statute provides that any construction contract "which requires any party to indemnify any person or entity for injury to persons or damages to property not caused by the party or its employees, agents, or subcontractors, shall be	No law located.	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence,	Maybe. In one case, a federal court noted that New Hampshire courts were silent on whether an indemnification provision could circumvent other-insurance provisions. But

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		void." N.H. REV. STAT. § 338-A:1, 338-A:2		no matter the degree. N.H. REV. STAT. § 338-A:1, 338-A:2.	the case further suggests that, so long as "other insurance" provisions do not conflict, a review of the contractual indemnification language is not necessary. However, if there is a conflict in two policies "other insurance" provisions purporting to provided coverage at the same level, the indemnification provision may potentially shift liability solely to the indemnitor and its insurers. <i>Nat'l Union Fire Ins. Co. of Pittsburgh, PA v. NGM Ins. Co.</i> , 2011 WL 6415484 (D.N.H. Dec. 21, 2011).
New Jersey	N.J. STAT. ANN. § 2A:40A-1	New Jersey's statute states that a construction contract "purporting to indemnify ... the promisee against liability for damages ... caused by or resulting from the sole negligence of the promisee ... is against public policy and is void	The anti-indemnity statute states that it "shall not affect the validity of any insurance contract, workmen's compensation or agreement issued by an authorized insurer."	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. N.J. STAT. ANN. § 2A:40A-1.	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>and unenforceable.” N.J. STAT. ANN. § 2A:40A-1.</p> <p>An indemnitor can indemnify an indemnitee for the indemnitee's own negligence, so long as the indemnitee is not solely at fault. <i>Leitao v. Damon G. Douglas Co.</i>, 693 A.2d 1209 (N.J. App. Div. 1997); <i>Secallus v. Muscarelle</i>, 586 A.2d 305 (N.J. Super. Ct. App. Div. 1991); <i>Carvalho v. Toll Bros. & Devs.</i>, 675 A.2d 209 (N.J. 1996); <i>Bradford v. Kupper Assoc.</i>, 662 A.2d 1004 (N.J. Super. Ct. App. Div. 1995).</p>	N.J. STAT. ANN. § 2A:40A-1.		
New Mexico	N.M.S.A § 56-7-1	Under New Mexico's anti-indemnity statute, a construction contract provision “that requires one party to the contract to indemnify ... the other party to the contract ... for liability ... that are caused by the negligence, recklessness, or intentional misconduct of the other party ... is void as against	Under New Mexico law, provisions of a subcontract requiring the subcontractor to add the contractor as an additional insured under the subcontractor's general liability policy, including the obligation to insure the contractor from its	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. N.M. REV. STAT. § 56-7-1(1).	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnitee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>the public policy of this state.” N.M.S.A § 56-7-1(A).</p> <p>Nonetheless, the anti-indemnity statute incorporates the following exceptions: (1) a contract to indemnify the other party for liability caused by the negligence of a third party of the indemnifying party is allowed; and</p> <p>(2) a contract requiring a party to the contract to purchase a project—specific insurance policy. N.M.S.A § 56-7-1(B).</p> <p>To the extent there is concurrent liability – when the indemnitor and indemnitee are both liable – the indemnitor can still be required to indemnify the indemnitee for the indemnitee’s negligence even if it cannot indemnify the indemnitee for the indemnitee’s negligence. <i>Holguin v. Fulco Oil</i></p>	<p>own negligence, fell under the exception to anti-indemnity law for project-specific policies, where the subcontract required that subcontractor to procure insurance naming the contractor as an additional insured. <i>First Mercury Ins. Co. v. Cincinnati Ins. Co.</i>, 882 F.3d 1289 (10th Cir. 2018)(applying New Mexico law).</p>		

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<i>Services LLC</i> , 245 P.3d 42 (N.M. App. Ct. 2010).			
New York	N.Y. GEN. OBLIG. LAW § 5-322.1(1).	<p>Under the anti-indemnity statute, a construction contract “purporting to indemnify ... the promisee against liability for damage ... caused by or resulting from the negligence of the promisee ... whether such negligence be in whole or in part, is against public policy and is void and unenforceable.” N.Y. GEN. OBLIG. LAW § 5-322.1(1)-(2).</p> <p>Further, the anti-indemnity statute provides that it “shall not preclude a promisee requiring indemnification for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of a party other than the promisee, whether or not the promisor is partially negligent.” N.Y.</p>	New York courts have held that agreements to procure insurance are not barred by the New York anti-indemnity statute. This is because a provision in a subcontract requiring a subcontractor to procure insurance covering a general contractor is distinct from a subcontract's indemnification agreement. <i>Kinney v. G.W. Lisk Co.</i> , 556 N.E.2d 1090 (N.Y. App. Ct. 1990); <i>Lamorte v. City of New York</i> , 107 A.D. 3d 439 (1 st Dept. 2013).	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. N.Y. GEN. OBLIG. LAW § 5-322.1(1)-(2).	Yes. One court noted that determining priority of coverage through an analysis of “other insurance” clauses was irrelevant where liability would still pass through the indemnitor and its insurers pursuant to an indemnity agreement. <i>INdem. Ins. Co. of North Am. V. St. Paul Mercury Ins. Co.</i> , 74 A.D. 3d 21 (N.Y. App. Div. 2010).

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>GEN. OBLIG. LAW § 5-322.1</p> <p>Under the statute, a partially negligent general contractor can seek contractual indemnification from its subcontractor, so long as the indemnification provision does not purport to indemnify the general contractor for its own negligence and the indemnification is limited to those damages arising out of the subcontractor's negligence. <i>Brooks v. Judlau Contracting, Inc.</i>, 869 N.Y.S.2d 366 (N.Y. App. Ct. 2008); <i>Castrogiovanni v. Corporate Property Investors</i>, 276 A.D.2d 660 (App. Div. 2000); <i>Wausau Business Ins. Co. v. Turner Const. Co.</i>, 143 F.Supp.2d 336 (S.D.N.Y. 2001).</p>			
North Carolina	N.C. GEN. STAT. ANN. § 22B-1	Under the anti-indemnity statute, a construction contract "purporting to indemnify ... the promisee	One court held that an agreement between a subcontractor and general contractor for	Further, an indemnitor can only be required to indemnify the indemnitee to the extent of the	Probably yes. One federal court, interpreting North Carolina law, utilized the

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnitee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>against liability for damage ... caused by or resulting from the negligence of the promisee ... whether such negligence be in whole or in part, is against public policy and is void and unenforceable.” N.C. GEN. STAT. ANN. § 22B-1.</p> <p>A construction indemnity agreement may purport to indemnify a promisee from damages arising from negligence of the promisor, but any provision seeking to indemnify the promisee from its own negligence is void. <i>Pennsylvania Nat. Mut. Cas. Ins. Co. v. Associated Scaffolders and Equipment Co., Inc.</i>, 579 S.E.2d 404 (N.C. App. Ct. 2003).</p>	<p>the subcontractor to provide insurance for the general contractor's negligent acts violated North Carolina's anti-indemnity statute. <i>St. Paul Fire and Marine Ins. v. Hanover Ins.</i>, 187 F.Supp.2d 584, 590 fn 7 (E.D.N.C. 2000).</p> <p>In another case, the court held that, because there was a void indemnification clause, the lessor was not allowed “insured contract” coverage under the lessee's liability policy. <i>Pennsylvania Nat. Mut. Cas. Ins. Co. v. Associated Scaffolders and Equipment Co., Inc.</i>, 579 S.E.2d 404 (N.C. App. Ct. 2003)(“An insurer may assume that its insured will contract within the law and not</p>	<p>indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. N.C. GEN. STAT. ANN. § 22B-1.</p>	<p>terms of a subcontract to resolve a disagreement between two insurers regarding “other insurance” provisions in a priority of coverage dispute. <i>Cont'l Cas. Co.v. Amerisure Ins. Co.</i>, 886 F.3d. 366 (4th Cir. 2019) (interpreting North Carolina law).</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
			obligate the insurer to defend an illegal contract).		
North Dakota	No statute	N/A	N/A	Likely yes. Under North Dakota law, a party may be indemnified for its sole negligence so long as the contract displays the parties' intent. <i>Rupp v. Am. Crystal Sugar Co.</i> , 465 N.W.2d 614 (N.D. 1991).	Yes. One court, applying North Dakota, has held that the priority of insurance coverage was governed by indemnity provision rather than other insurance clauses in respective liability policies issued by contractor's insurer and operator's insurer. <i>Star Ins. Co. v. Continental Resources, Inc.</i> , 89 F.Supp.3d 1015 (D.N.D. 2015).
Ohio	OHIO REV. CODE ANN. § 2305.31	Under the anti-indemnity statute, a construction contract "purporting to indemnify ... the promisee against liability for damage ... caused by or resulting from the negligence of the promisee ... whether such negligence be in whole or in part, is against public policy and is void and	There is tension in Ohio law regarding this issue. <i>Toledo Edison Co. v. ABC Supply Co.</i> , 46 Fed.Appx. 757 (6 th Cir. 2002)(applying Ohio law)(acknowledging	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree.	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>unenforceable.” OHIO REV. CODE ANN. § 2305.31.</p> <p>An indemnitor may be required to indemnify the indemnitee for the indemnitor's negligence. <i>Kemmeter v. McDaniel Backhoe Serv.</i>, 732 N.E.2d 385 (Ohio 2000).</p>	<p>inconsistencies in the case law).</p> <p>In one case, the court held that a contractor does not indemnify an owner by naming it as an additional insured on a liability policy. As such, naming the owner as an additional insured was not prohibited by the anti-indemnatee statute. <i>Stickovich v. Cleveland</i>, 757 N.E.2d 50 (Ohio App. Ct. 2001). <i>See also Employers' Fire Ins. Co. v. Danis Bldg. Constr. Co.</i>, 2000 WL 1234321 (6th Cir. 2000)(applying Ohio law)(contract in which subcontractor is required to obtain liability insurance naming the general contractor as an additional insured is</p>	OHIO REV. CODE ANN. § 2305.31.	

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
			<p>not contrary to public policy).</p> <p>However, in another case, a construction manager could not enforce insurance coverage purchased by the construction subcontractor for the protection of the construction manager's negligence. An agreement by the subcontractor to insure the construction manager's negligence was an indemnity contract that violated the anti-indemnity statute. <i>Liberty Mut. Ins. Group v. Travelers Prop. Cas. Co.</i>, 2002 WL 1933244 (Ohio App. Ct. Aug. 22, 2002). See also <i>Brezeck v. Standard Oil Co.</i>, 447 N.E.2d 760 (Ohio App. Ct. 1982)(provision in agreement allowing</p>		

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
			contractor to name owner as additional insured under its policy violated Ohio's anti-indemnity statute); <i>Buckeye Union Ins. Co. v. Zavarella Bros. Constr. Co.</i> , 699 N.E.2d 127 (Ohio App. Ct. 1997)(noting that permitting additional insured clause as permitting general contractor to be insured for its own negligence would run counter to public policy; thus, additional insured endorsement only provided coverage to general contractor for damages related to subcontractor's liability).		
Oklahoma	OKL. ST. ANN. 15 § 221	According to Oklahoma's anti-indemnity statute, "any provision in a construction agreement that requires an entity ... to indemnify ... another entity against	Further, the anti-indemnity statute states that it is inapplicable when the construction agreement "requires	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		liability for damage ... which arises out of the negligence or fault of the indemnitee ... is void and unenforceable as against public policy.” OKL. ST. ANN. 15 § 221(B).	<p>an entity or that entity's surety or insurer to indemnify another entity against liability for damage ... but such indemnification shall not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the indemnitor” OKL. ST. ANN. 15 § 221(C).</p> <p>In an Oklahoma appellate court decision, the court held that an agreement requiring a subcontractor to procure insurance coverage to indemnify the owner for liability arising from the subcontractor's acts or omissions did not violate Oklahoma's anti-indemnity statute. <i>JP Energy Marketing,</i></p>	<p>indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. OKLA. STAT. ANN. 15 § 221.</p>	

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
			<p><i>LLC v. Commerce and Industry Ins. Co.</i>, 412 P.3d 121 (Okla. App. Ct. 2017).</p> <p>In contrast, in another case, additional insured coverage under the named insured's policy was not available to a contractor wherein the contractor sought coverage for their own negligence. <i>BITCO General Ins. Co. v. Commerce and Industry Ins. Co.</i>, 2017 WL 835197 (W.D. Okla. March 2, 2017).</p>		
Oregon	O.R.S. § 30.140	Any provision in a "construction agreement that requires a person or that person's surety or insurer to indemnify another against liability for damage ... caused in whole or in part by the negligence of the indemnitee is void." O.R.S. § 30.140(1). However, the anti-	The anti-indemnity statute expressly states that any provision requiring a person's insure indemnify another party for that party's negligence is void. O.R.S. § 30.140(1). To that end, additional insured coverage is only	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. O.R.S. § 30.140(1)-(2).	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>indemnity statute does not apply "against liability for damage ... [arising] out of the fault of the indemnitor" O.R.S. § 30.140(2).</p> <p>The statute does not preclude a subcontractor from agreeing to indemnify an indemnitee against the subcontractor's own negligence. <i>Clarendon Nat. Ins. Co. v. American States Ins. Co.</i>, 688 F.Supp.2d 1186 (D. Ore. 2010).</p>	<p>available to the extent the liability arises out of the indemnitor's liability. O.R.S. § 30.140(2).</p> <p>In one case, a contract required a contractor to procure a liability policy and name a utility company as an additional insured. The court held this provision was void under the indemnity statute to the extent the contractor procured the insurance policy for losses arising in whole or in part from the utility company's liability. <i>Portland Gen. Elec. Co. v. Liberty Mut. Ins. Co.</i>, 112 F.Supp.3d 1160 (D. Ore. 2015). <i>See also Walsh Constr. Co. v. Mut. Of Enumclaw</i>, 76 P.3d 164 (Ore. App. Ct. 2003)(no additional insured</p>		

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
			coverage for indemnitee's own negligence); <i>Security Nat. Ins. Co. v. Sunset Presbyterian Church</i> , 408 P.3d 233 (Ore. App. Ct. 2017)(same).		
Pennsylvania	No statute	N/A		No law located.	No law located.
Rhode Island	R.I. GEN. LAWS § 6-34-1	<p>Under the anti-indemnity statute, a construction contract "purporting to indemnify the promisee ... against liability for damages ... caused by or resulting from the negligence of the promisee ... is against public policy and is void" R.I. GEN. LAWS § 6-34-1.</p> <p>An indemnitor can indemnify an indemnitee for the indemnitor's negligence. <i>A and B Const., Inc. v. Atlas Roofing and Skylight Co.</i>, 867 F.Supp. 100 (D.R.I. 1994); <i>Cosentino v. A.F. Lusi Const. Co., Inc.</i>, 485 A.2d 105 (R.I. 1984).</p>	<p>Rhode Island courts have held that provisions requiring subcontractors to procure insurance policies to cover contractors' negligence are void. <i>Cosimini v. Atkinson-Kiewit Joint Venture</i>, 877 F.Supp. 68 (D.R.I. 1995). However, insurance may be procured by a subcontractor to cover damages arising out of the indemnitor's negligence. <i>Id.</i></p>	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. R.I. GEN. LAWS § 6-34-1.	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		However, an indemnitor cannot assume liabilities caused by or resulting from the negligence of the indemnitee. <i>Cosimini v. Atkinson-Kiewit Joint Venture</i> , 877 F. Supp. 68 (D.R.I. 1995).			
South Carolina	S.C. CODE ANN. § 32-2-10	<p>Under the South Carolina anti-indemnity statute, a construction contract “purporting to indemnify the promisee ... against liability for damages ... caused by or resulting from the sole negligence of the promisee ... is against public policy and unenforceable.” S.C. CODE ANN. § 32-2-10.</p> <p>One court interpreting the foregoing statute has held that a subcontractor can indemnify an indemnitee for the subcontractor's negligence but that the subcontractor cannot indemnify an indemnitee for the indemnitee's negligence. <i>D.R. Horton</i>,</p>	The South Carolina anti-indemnity statute provides that is “shall not affect any insurance contract or workers' compensation agreement” S.C. CODE ANN. § 32-2-10. However, we were unable to locate any case law interpreting the foregoing statutory language.	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its sole negligence. S.C. CODE ANN. § 32-2-10.	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<i>Inc. v. Builders FirstSource-Southeast Group, LLC</i> , 810 S.E.2d 41 (S.C. App. Ct. 2018).			
South Dakota	S.D. CODIFIED LAWS § 56-3-18	<p>Under the anti-indemnity statute of South Dakota, a contract “purporting to indemnify the promisee against liability for damages ... caused by or resulting from the sole negligence of the promisee ... is against the policy of the law and is void and unenforceable.” S.D. CODIFIED LAWS § 56-3-18.</p> <p>In a situation where both the indemnitor and indemnitee are negligent, it is likely that the indemnitor will have to indemnify the indemnitee, even if the indemnitee is partially at fault. <i>Becker v. Central Telephone and Utilities Corp.</i>, 365 F.Supp. 984 (D.S.D. 1973).</p>	No law located.	No. Statutory law prohibits an indemnitee from requiring others to indemnify the indemnitee for its own sole negligence. S.D. CODIFIED LAWS § 56-3-18.	No law located.
Tennessee	TENN. CODE ANN. § 62-6-123	The Tennessee anti-indemnity statute provides	In one case, a court found that a	No. Statutory law prohibits an indemnitee	Yes.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>that a construction contract "purporting to indemnify or hold harmless the promisee against liability for damages ... caused by or resulting from the sole negligence of the promisee ... is against public policy and is void and unenforceable." TENN. CODE ANN. § 62-6-123.</p> <p>By its plain terms, Tennessee's anti-indemnity statute voids contract provisions on public policy grounds only when such agreements call for indemnification for injury or damage "caused by or resulting from the sole negligence of the promisee." <i>Cincinnati, New Orleans and Tex. Pac. Railway Co. v. C&P Managements, Inc.</i>, 65 F.3d (6th Cir. 1995). As such, to the extent an indemnitor and indemnitee are both at fault for a given loss, an indemnitor may arguably</p>	<p>construction contract in which the contractor agreed to indemnify the owner from any claims was invalid under Tennessee law and, thus, owner was not an insured or a third-party beneficiary under liability policies covering the contractor. <i>Posey v. Union Carbide Corp.</i>, 507 F.Supp. 39 (M.D. Tenn. 1980).</p>	<p>from requiring others to indemnify the indemnitee for its own sole negligence. TENN. CODE ANN. § 62-6-123.</p>	<p>An indemnity agreement between the insureds or a contract with an indemnification clause, may shift an entire loss to a particular insurer notwithstanding the existence of an "other insurance" clause in its policy. <i>Fireman's Fund Ins. Co. v. St. Paul Fire & Marine Ins. Co.</i>, 182 F. Supp.3d 793 (M.D. Tenn. 2016).</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		be required to indemnify the indemnitee.			
Texas	TEX. INS. CODE ANN. §§ 151.102, 151.103.	<p>Under the Texas anti-indemnity statute, an agreement in a construction contract is “void and unenforceable as against public policy to the extent that it requires an indemnitor to indemnify ... a party, including a third party, against a claim caused by the negligence ... of the indemnitee ... or any third party under the control or supervision of the indemnitee” TEX. INS. CODE ANN. § 151.102.</p> <p>Further, TEX. INS. CODE ANN. § 151.103 states that the anti-indemnity statute “does not apply to a provision in a construction contract that requires a person to indemnify ... another party to the construction contract or a third party against a claim ... of an employee of the indemnitor, its agent, or its</p>	No law located.	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. TEX. INS. CODE ANN. § 151.102.	<p>Yes.</p> <p>An indemnity agreement between the insureds or a contract with an indemnification clause, may shift an entire loss to a particular insurer notwithstanding the existence of an “other insurance” clause in its policy. <i>Am. Indem. Lloyds v. Travelers Prop. & Cas. Ins. Co.</i>, 335 F.3d 429 (5th Cir. 2003)(applying Texas law).</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>subcontractor of any tier.”</p> <p>TEX. INS. CODE ANN. § 151.103.</p> <p>The Texas statute was passed in 2012, so there is minimal case law interpreting the statute. However, one court has held that a contractual provision requiring a subcontractor to indemnify the indemnitee violated the anti-indemnity statute.</p> <p><i>United States Travelers Cas. & Surety Co. v. Int'l Fidelity Ins. Co.</i>, 2015 WL 12734070 (W.D. Tex. June 25, 2015).</p>			
Utah	UTAH CODE ANN. § 13-8-1	<p>Under the anti-indemnity statute of Utah, construction contracts which contain indemnity provisions are against public policy and are void and unenforceable. UTAH CODE ANN. § 13-8-1(2).</p> <p>The anti-indemnity statute further provides that when an indemnification</p>	A clause requiring a subcontractor to procure liability insurance and name the general contractor as an additional insured is not an “indemnification provision” and, therefore, does not violate the statutory prohibition against an	No. An indemnitor can only be required to indemnify the indemnitee to the extent of the indemnitor's own negligence. The indemnitor cannot be held responsible for the indemnitee's negligence, no matter the degree. UTAH CODE ANN. § 13-8-1. <i>See also Healey v. J.B.</i>	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		provision is incorporated into a construction contract, the fault of the owner shall be apportioned among the parties on a pro rata basis pursuant to the proportional share of fault of each of the parties if: (a) the damages are caused in part by the owner; or (b) the cause of damages did not arise at the time and during the phase of the project when the owner was operating. CODE ANN. § 13-8-1(3).	indemnification provision in a construction contract. <i>Meadow Valley Contractors, Inc. v. Transcontinental Ins. Co.</i> , 27 P.3d 594 (Utah App. Ct. 2001).	<i>Sheet Metal, Inc.</i> , 892 P.2d 1047 (Utah App. Ct. 1995)(an indemnity provision in a construction contract violates public policy if it requires indemnification of the indemnitee for its sole negligence).	
Vermont	No statute	N/A	N/A	Likely yes. Vermont courts have held that “an indemnity provision covers the sole negligence of an indemnitee only if its language clearly expresses that intent.” <i>Hemond v. Fronteir Communications of Am., Inc.</i> , 122 A.3d 1205 (Vt. 2015) citing <i>Tateosian v. State</i> , 945 A.2d 833 (Vt. 2007).	No law located.
Virginia	VA. CODE ANN. § 11-4.1	The statute provides that any construction agreement which “purports to	The Virginia anti-indemnity statute states that it “shall not	No. Statutory law prohibits an indemnitee from requiring others to	Yes.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>indemnify ... another party to the contract against liability for damage ... caused by or resulting solely from the negligence of such party or his agents ... is against public policy and is void and unenforceable." VA. CODE ANN. § 11-4.1.</p> <p>Courts have voided indemnification provisions that are so overbroad such that they can be construed to insulate the indemnitee from liability for its own negligence. <i>Uniwest v. Amtech Elevator Services, Inc.</i>, 699 S.E.2d 223 (Va. 2010); <i>Travelers Indem. Co. of Connecticut v. Lessard Design, Inc.</i>, 2018 WL 2939014 (E.D. Va. June 12, 2018).</p> <p>Even though the Virginia statute only refers to an indemnitee's sole negligence, the Virginia Supreme Court has held that an indemnitor may not</p>	<p>affect the validity of any insurance contract, workers' compensation, or any agreement issued by an admitted insurer." VA. CODE ANN. § 11-4.1.</p> <p>No case law was located wherein the foregoing statutory language was analyzed. However, in one case, the court suggested that "if the insurance provision requires [the promisee] to be named as an additional insured, [the promisor] would be covered regardless of the scope of Virginia Code § 11-4.1, and refusal to provide coverage to [the promisee] would violate the clear language of the policy between [the promisor] and [its</p>	<p>indemnify the indemnitee for its own sole negligence. VA. CODE ANN. § 11-4.1.</p>	<p>An indemnity agreement between the insureds or a contract with an indemnification clause, may shift an entire loss to a particular insurer notwithstanding the existence of an "other insurance" clause in its policy. <i>St. Paul Fire & Marine Ins. Co. v. Am. Intern. Specialty Lines Ins. Co.</i>, 365 F.3d 263 (4th Cir. 2004)(applying Virginia law).</p>

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		indemnify an indemnitee for the indemnitee's negligence, even if the indemnitee is not solely liable. <i>Uniwest v. Amtech Elevator Services, Inc.</i> , 699 S.E.2d 223 (Va. 2010); <i>Allstate Ins. Co. v. Structures Design/Build, LLC</i> , 2016 WL 1071040 (W.D. Va. March 17, 2016). <i>See also Prum v. Linde Gas North Am., LLC</i> , 2015 WL 13567442 (Va. Cir. Ct. July 6, 2015).	insurer].” <i>RSC Equipment Rental, Inc. v. Cincinnati Ins. Co.</i> , 54 F.Supp.3d 480 (W.D. Va. 2014). Although dicta, this statement endorses the idea that a promise to procure insurance is separate and distinct from a promise to indemnify an indemnitee for the indemnitee's own negligence.		
Washington	WASH. REV. CODE ANN. § 4.24.115	Under Washington's anti-indemnity statute, a construction contract “purporting to indemnify ... against liability for damages ... [c]aused by or resulting from the sole negligence of the indemnitee ... is against public policy and is void and unenforceable.” WASH. REV. CODE ANN. § 4.24.115(1)(A). The statute goes on to provide that a construction	In one case, an insurer was required to provide “insured contract” coverage when an promisor assumed the promisee's tort liability for bodily injury suffered by a third party. <i>Truck Ins. Exchange v. BRE Properties, Inc.</i> , 81 P.3d 929 (Wash. App. Ct. 2003).	No. The indemnitor cannot be held responsible for the indemnitee's sole negligence. WASH. REV. CODE ANN. § 4.24.115(1)(B).	No law located.

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		<p>contract "purporting to indemnify ... against liability for damages ... [c]aused by or resulting from the concurrent negligence of (i) the indemnitee ... and (ii) the indemnitor ... is valid and enforceable only to the extent of the indemnitor's negligence and only if the agreement specifically and expressly provides therefor" WASH. REV. CODE ANN. § 4.24.115(1)(B).</p> <p>Thus, a subcontractor is only permitted to indemnify the general contractor to the extent of the subcontractor's negligence. <i>Millican v. N.A.</i> <i>Degerstrom, Inc.</i>, 313 P.3d 1215 (Wash. App. Ct. 2013); <i>First Church of Christ Scientist v. City of Seattle</i>, 964 P.2d 374 (Wash. App. Ct. 1998).</p> <p>Once there is a factual finding that the injury at issue is caused by the</p>			

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		indemnatee's sole negligence, an indemnification provision indemnifying the indemnatee from its own negligence will be rendered ineffective. <i>McDowell v. Austin Co.</i> , 710 P.2d 192 (Wash. 1985).			
West Virginia	W. VA. CODE ANN. § 55-8-14	<p>The statute provides that any construction agreement which "purports to indemnify ... another party to the contract against liability for damage ... caused by or resulting solely from the negligence of such party or his agents ... is against public policy and is void and unenforceable." W. VA. CODE ANN. § 55-8-14</p> <p>Contracts of indemnity against the indemnitor's own negligence does not violate West Virginia's anti-indemnity statute. <i>Sellers v. Owens-Illinois Glass Co.</i>, 191 S.E.2d 166 (W. Va. 1972).</p>	A contract in which an indemnitor agrees to purchase insurance to protect against the indemnatee's sole negligence does not violate West Virginia's anti-indemnity statute. <i>Dalton v. Childress Service Corp.</i> , 432 S.E.2d 98 (W. Va. App. Ct. 1993).	No. Statutory law prohibits an indemnatee from requiring others to indemnify the indemnatee for its own sole negligence. W. VA. CODE ANN. § 55-8-14.	Yes. An indemnity agreement between the insureds or a contract with an indemnification clause, may shift an entire loss to a particular insurer notwithstanding the existence of an "other insurance" clause in its policy. <i>Greenwich Ins. Co. v. Nat'l Union Fire Ins. Co. of Pittsburgh, PA</i> , 2010 WL 11492711 (S.D. W. Va. Sep. 30, 2010).

State	Anti-Indemnity Statute	Application of Anti-Indemnity Statute	Anti-Indemnity Statute's Impact On Insurance Requirements	Can An Indemnatee be Indemnified for its Sole Negligence?	Can Contractual Indemnity Provision Shift Loss to Indemnitor and Indemnitor's Insurance Carriers?
		The West Virginia Supreme Court has held that an indemnity provision need only be voided once an indemnitee is found by the trier of fact to be 100% negligent in causing the accident and if no inference can be drawn that the indemnitor was required to purchase insurance for the benefit of the concerned parties. <i>Dalton v. Childress Service Corp.</i> , 432 S.E.2d 98 (W. Va. 1993). To the extent an indemnitee is not 100% at fault for a given loss, an indemnitor may arguably be required to indemnify the indemnitee for its own negligence. <i>Id.</i>			
Wisconsin	WIS. STAT. § 895.447	WIS. STAT. § 895.447 is not necessarily an anti-indemnity statute. Rather, the terms of the statute provide that "[a]ny provision to limit or eliminate tort liability as a part of or in connection with any contract, covenant or agreement relating to ...	N/A	Yes. We located Wisconsin case law where the court held an indemnity provision requiring the indemnitor to indemnify the indemnitee for the indemnitee's whole negligence was enforceable. <i>Dykstra v. Arthur G. McKee & Co.</i> ,	No law located.

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		<p>work related to construction ... is against public policy and void.”</p> <p>In one appellate court case, the court held that an indemnification provision which required the indemnitee to be indemnified for its own negligence did not run afoul of WIS. STAT. § 895.447. <i>Gerdman v. U.S. Fire Ins. Co.</i>, 350 N.W.2d 730 (Wis. App. Ct. 1984).</p>		<p>301 N.W.2d 201 (Wis. 1981); <i>Gunka v. Consolidated Papers, Inc.</i>, 508 N.W.2d 426 (Wis. App. Ct. 1993). However, any such indemnity language must be “specifically state that the indemnitor is liable for claims caused by the indemnitee.” <i>Berrington v. Wausau Underwriters Ins. Co.</i>, 552 N.W.2d 899 (Wis. App. Ct. 1996)(construing indemnity provision against indemnitee because it did not clearly specify that indemnitor was required to indemnify indemnitee for indemnitee’s own negligence).</p>	
Wyoming	<p>No statute.</p> <p>However, where there is concurrent liability, courts will read into indemnity contracts exceptions for injuries caused by the</p>	N/A	N/A	<p>Likely yes. So long as the indemnity provision expressly provides that the indemnitor is required to indemnify the indemnitee for the indemnitee’s sole negligence, an indemnity provision indemnifying</p>	No law located.

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	indemnatee. <i>Wyoming Johnson, Inc. v. Stag Industries, Inc.</i> , 662 P.2d 96 (Wyo. 1993). As such, for an indemnitor to be liable for an entire loss when there is concurrent liability, it must be expressed by the terms of the indemnity provision.			the indemnatee for its own negligence will be enforced. <i>Wyoming Johnson, Inc. v. Stag Industries, Inc.</i> , 662 P.2d 96 (Wyo. 1983).	