

CHAPTER 112

AN ACT concerning motor carrier transportation contracts and supplementing Title 27 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.39:14-1 Definitions relative to motor carrier transportation contracts.

1. For the purposes of P.L.2015, c.112 (C.39:14-1 et seq.):

“Motor carrier” means a person contracted to transport goods or property by motor vehicle.

“Motor carrier transportation contract” means a contract, agreement, or understanding concerning: (1) the transportation of property for compensation or hire by a motor carrier; (2) the entrance on property by a motor carrier for the purpose of loading, unloading, or transporting property for compensation or hire; or (3) a service incidental to the transportation of property for compensation or hire by a motor carrier, or to the entrance on property by a motor carrier for the purpose of loading, unloading, or transporting property for compensation or hire, including, but not limited to, the storage of property. “Motor carrier transportation contract” shall not include the Uniform Intermodal Interchange and Facilities Access Agreement administered by the Intermodal Association of North America or other agreements providing for the interchange, use, or possession of intermodal chassis, containers, or other intermodal equipment.

"Promisee" means a promisee who is a party to a motor carrier transportation contract and includes any agents, employees, servants, or independent contractors directly responsible to the promisee, except for a motor carrier who is a party to a motor carrier transportation contract with the promisee, and the motor carrier's agents, employees, servants, or independent contractors directly responsible to the motor carrier.

C.39:14-2 Certain provisions, clauses, covenants, agreements deemed void, unenforceable.

2. Notwithstanding any law, rule, or regulation to the contrary, a provision, clause, covenant, or agreement contained in, collateral to, or affecting a motor carrier transportation contract entered into on or after the effective date of P.L.2015, c.112 (C.39:14-1 et seq.) that purports to indemnify, defend, or hold harmless, or has the effect of indemnifying, defending, or holding harmless the promisee from or against any liability for loss or damage resulting from the negligence, intentional acts, or omissions of the promisee is against the public policy of this State and is void and unenforceable.

3. This act shall take effect on the first day of the 13th month following enactment.

Approved October 1, 2015.