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§5–401.

(a) (1) A covenant, promise, agreement, or understanding in, or in connection with or collateral to, a contract or agreement relating to architectural, engineering, inspecting, or surveying services, or the construction, alteration, repair, or maintenance of a building, structure, appurtenance or appliance, including moving, demolition, and excavating connected with those services or that work, purporting to indemnify the promisee against liability for damages arising out of bodily injury to any person or damage to property caused by or resulting from the sole negligence of the promisee or indemnitee, or the agents or employees of the promisee or indemnitee, is against public policy and is void and unenforceable.

(2) A covenant, a promise, an agreement, or an understanding in, or in connection with or collateral to, a contract or an agreement relating to architectural, engineering, inspecting, or surveying services, or the construction, alteration, repair, or maintenance of a building, a structure, an appurtenance, or an appliance, including moving, demolition, and excavating connected with those services or that work, purporting to require the promisor or indemnitor to defend or pay the costs of defending the promisee or indemnitee against liability for damages arising out of bodily injury to any person or damage to property caused by or resulting from the sole negligence of the promisee or indemnitee, or the agents or employees of the promisee or indemnitee, is against public policy and is void and unenforceable.

(3) This subsection 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.

(b) (1) (i) In this subsection the following words have the meanings indicated.

(ii) "Motor carrier" has the meaning stated in § 11–134.2 of the Transportation Article.

(iii) 1. "Motor carrier transportation contract" means a contract, agreement, or understanding concerning:

A. The transportation of property for compensation or hire by a motor carrier;

B. The entrance on property by a motor carrier for the purpose of loading, unloading, or transporting property for compensation or hire; or

C. A service incidental to an activity described in item A or B of this subsubparagraph, including storage of property.

2. "Motor carrier transportation contract" does not include:

A. The Uniform Intermodal Interchange and Facilities Access Agreement administered by the Intermodal Association of North America, as amended by the Intermodal Interchange Executive Committee; or

B. Other agreements providing for the interchange, use, or possession of intermodal chassis, containers, or other intermodal equipment.

(iv) "Promisee" includes an agent, employee, servant, or independent contractor who is directly responsible to the promisee, other than a motor carrier that is a party to a motor carrier transportation contract with the promisee, and an agent, employee, servant, or independent contractor directly responsible to that motor carrier.

(2) Notwithstanding any other provision of law, a provision, clause, covenant, or agreement contained in, collateral to, or affecting a motor carrier transportation contract that purports to indemnify, defend, or hold harmless, or has the effect of indemnifying, defending, or holding harmless, the promisee against liability for loss or damage resulting from the negligence or intentional acts or omissions of the promisee is against public policy and is void and unenforceable.

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