

SENATE No. 1249

The Commonwealth of Massachusetts

PRESENTED BY:

Bruce E. Tarr

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to snow removal service liability limitation.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	
<i>Bruce E. Tarr</i>	<i>First Essex and Middlesex</i>	
<i>Joanne M. Comerford</i>	<i>Hampshire, Franklin and Worcester</i>	
<i>Michael D. Brady</i>	<i>Second Plymouth and Bristol</i>	<i>3/1/2021</i>
<i>James B. Eldridge</i>	<i>Middlesex and Worcester</i>	<i>3/4/2021</i>

SENATE No. 1249

By Mr. Tarr, a petition (accompanied by bill, Senate, No. 1249) of Bruce E. Tarr, Joanne M. Comerford, Michael D. Brady and James B. Eldridge for legislation relative to snow removal service liability limitation. Labor and Workforce Development.

[SIMILAR MATTER FILED IN PREVIOUS SESSION
SEE SENATE, NO. 1116 OF 2019-2020.]

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Second General Court
(2021-2022)

An Act relative to snow removal service liability limitation.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 Chapter 149 of the General Laws, as appearing in the 2018 Official Edition, is hereby
2 amended by inserting after Section 29C, the following new section:-

3 Section 29C1/2. (a) As used in this section, the following terms shall have the following
4 meanings:-

5 "Service provider", a person providing services under a snow removal and ice control
6 services contract.

7 "Service receiver", a person receiving services under a snow removal and ice control
8 services contract.

9 "Snow removal and ice control services contract", a contract or agreement for the
10 performance of any of the following: (1) plowing, shoveling, or other removal of snow or other
11 mixed precipitation from a surface; (2) de-icing services; or (3) a service incidental to an activity
12 described in item (1) or (2), including operating or otherwise moving snow removal or de-icing
13 equipment or materials.

14 (b) A provision, clause, covenant, or agreement that is part of or in connection with a
15 snow removal and ice control services contract is against public policy and void if it does any of
16 the following: (1) requires, or has the effect of requiring, a service provider to indemnify a
17 service receiver for damages resulting from the acts or omissions of the service receiver or the
18 service receiver's agents or employees; (2) requires, or has the effect of requiring, a service
19 receiver to indemnify a service provider for damages resulting from the acts or omissions of the
20 service provider or the service provider's agents or employees; (3) requires, or has the effect of
21 requiring, a service provider to hold a service receiver harmless from any tort liability for
22 damages resulting from the acts or omissions of the service receiver or the service receiver's
23 agents or employees; (4) Requires, or has the effect of requiring, a service receiver to hold a
24 service provider harmless from any tort liability for damages resulting from the acts or omissions
25 of the service provider or the service provider's agents or employees.