

**HOUSE . . . . . No. 2100**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

*Ann-Margaret Ferrante*

*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:	DATE ADDED:
<i>Ann-Margaret Ferrante</i>	<i>5th Essex</i>	<i>1/17/2025</i>
<i>Daniel M. Donahue</i>	<i>16th Worcester</i>	<i>1/29/2025</i>
<i>Bradley H. Jones, Jr.</i>	<i>20th Middlesex</i>	<i>2/26/2025</i>
<i>Hannah Kane</i>	<i>11th Worcester</i>	<i>2/26/2025</i>
<i>James Arciero</i>	<i>2nd Middlesex</i>	<i>2/26/2025</i>
<i>Christopher M. Markey</i>	<i>9th Bristol</i>	<i>2/26/2025</i>
<i>Steven S. Howitt</i>	<i>4th Bristol</i>	<i>3/13/2025</i>

**HOUSE . . . . . No. 2100**

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By Representative Ferrante of Gloucester, a petition (accompanied by bill, House, No. 2100) of Ann-Margaret Ferrante and others relative to snow removal service liability limitations. Labor and Workforce Development.

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[SIMILAR MATTER FILED IN PREVIOUS SESSION  
SEE HOUSE, NO. 1874 OF 2023-2024.]

**The Commonwealth of Massachusetts**

\_\_\_\_\_  
**In the One Hundred and Ninety-Fourth General Court  
(2025-2026)**  
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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.