

Second Regular Session
Seventy-first General Assembly
STATE OF COLORADO

ENGROSSED

*This Version Includes All Amendments Adopted
on Second Reading in the House of Introduction*

LLS NO. 18-0703.01 Conrad Imel x2313

SENATE BILL 18-062

SENATE SPONSORSHIP

Moreno,

HOUSE SPONSORSHIP

Melton,

Senate Committees
Judiciary

House Committees

A BILL FOR AN ACT

101 **CONCERNING LIABILITY LIMITS IN SNOW AND ICE REMOVAL**
102 **CONTRACTS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill enacts the "Snow Removal Service Liability Limitation Act", which makes void provisions of snow removal agreements that require one party to indemnify the other party for damages, hold the other party harmless for damages, and provide for the defense of the other party in a liability lawsuit.

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

SENATE
2nd Reading Unamended
February 27, 2018

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** 13-21-129 as
3 follows:

4 **13-21-129. Snow removal service liability limitation -**
5 **exceptions - short title - definitions.** (1) THIS SECTION MAY BE CITED AS
6 THE "SNOW REMOVAL SERVICE LIABILITY LIMITATION ACT".

7 (2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE
8 REQUIRES:

9 (a) "PUBLIC UTILITY" HAS THE SAME MEANING AS SET FORTH IN
10 SECTION 40-1-103.

11 (b) "SERVICE PROVIDER" MEANS A PERSON PROVIDING SERVICES
12 UNDER A SNOW REMOVAL AND ICE CONTROL SERVICES CONTRACT.

13 (c) "SERVICE RECEIVER" MEANS A PERSON RECEIVING SERVICES
14 UNDER A SNOW REMOVAL AND ICE CONTROL SERVICES CONTRACT.

15 (d) "SNOW REMOVAL AND ICE CONTROL SERVICES CONTRACT"
16 MEANS A CONTRACT OR AGREEMENT FOR THE PERFORMANCE OF ANY OF
17 THE FOLLOWING:

18 (I) PLOWING, SHOVELING, OR OTHER REMOVAL OF SNOW OR OTHER
19 MIXED PRECIPITATION FROM A SURFACE;

20 (II) DEICING SERVICES; OR

21 (III) A SERVICE INCIDENTAL TO AN ACTIVITY DESCRIBED IN
22 SUBSECTION (2)(d)(I) OR (2)(d)(II) OF THIS SECTION, INCLUDING
23 OPERATING OR OTHERWISE MOVING SNOW REMOVAL OR DEICING
24 EQUIPMENT OR MATERIALS.

25 (3) A PROVISION, CLAUSE, COVENANT, OR AGREEMENT THAT IS
26 PART OF OR IN CONNECTION WITH A SNOW REMOVAL AND ICE CONTROL

1 SERVICES CONTRACT IS AGAINST PUBLIC POLICY AND VOID IF IT DOES ANY
2 OF THE FOLLOWING:

3 (a) REQUIRES, OR HAS THE EFFECT OF REQUIRING, A SERVICE
4 PROVIDER TO INDEMNIFY A SERVICE RECEIVER FOR DAMAGES RESULTING
5 FROM THE ACTS OR OMISSIONS OF THE SERVICE RECEIVER OR THE SERVICE
6 RECEIVER'S AGENTS OR EMPLOYEES;

7 (b) REQUIRES, OR HAS THE EFFECT OF REQUIRING, A SERVICE
8 RECEIVER TO INDEMNIFY A SERVICE PROVIDER FOR DAMAGES RESULTING
9 FROM THE ACTS OR OMISSIONS OF THE SERVICE PROVIDER OR THE SERVICE
10 PROVIDER'S AGENTS OR EMPLOYEES;

11 (c) REQUIRES, OR HAS THE EFFECT OF REQUIRING, A SERVICE
12 PROVIDER TO HOLD A SERVICE RECEIVER HARMLESS FROM ANY TORT
13 LIABILITY FOR DAMAGES RESULTING FROM THE ACTS OR OMISSIONS OF THE
14 SERVICE RECEIVER OR THE SERVICE RECEIVER'S AGENTS OR EMPLOYEES;

15 (d) REQUIRES, OR HAS THE EFFECT OF REQUIRING, A SERVICE
16 RECEIVER TO HOLD A SERVICE PROVIDER HARMLESS FROM ANY TORT
17 LIABILITY FOR DAMAGES RESULTING FROM THE ACTS OR OMISSIONS OF THE
18 SERVICE PROVIDER OR THE SERVICE PROVIDER'S AGENTS OR EMPLOYEES;

19 (e) REQUIRES, OR HAS THE EFFECT OF REQUIRING, A SERVICE
20 PROVIDER TO DEFEND A SERVICE RECEIVER AGAINST ANY TORT LIABILITY
21 FOR DAMAGES RESULTING FROM THE ACTS OR OMISSIONS OF THE SERVICE
22 RECEIVER OR THE SERVICE RECEIVER'S AGENTS OR EMPLOYEES; OR

23 (f) REQUIRES, OR HAS THE EFFECT OF REQUIRING, A SERVICE
24 RECEIVER TO DEFEND A SERVICE PROVIDER AGAINST ANY TORT LIABILITY
25 FOR DAMAGES RESULTING FROM THE ACTS OR OMISSIONS OF THE SERVICE
26 PROVIDER OR THE SERVICE PROVIDER'S AGENTS OR EMPLOYEES.

27 (4) THIS SECTION DOES NOT APPLY TO THE FOLLOWING:

1 (a) CONTRACTS FOR SNOW REMOVAL OR ICE CONTROL SERVICES ON
2 PUBLIC ROADS OR WITH PUBLIC BODIES;

3 (b) CONTRACTS FOR SNOW REMOVAL OR ICE CONTROL SERVICES
4 WITH A PUBLIC UTILITY; OR

5 (c) AN INSURANCE POLICY, AS SURETY BOND, OR WORKERS'
6 COMPENSATION.

7 (5) THIS SECTION DOES NOT AFFECT ANY LIABILITIES, IMMUNITIES,
8 OR AFFIRMATIVE DEFENSES ARISING UNDER OTHER LAW.

9 **SECTION 2. Act subject to petition - effective date -**
10 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
11 the expiration of the ninety-day period after final adjournment of the
12 general assembly (August 8, 2018, if adjournment sine die is on May 9,
13 2018); except that, if a referendum petition is filed pursuant to section 1
14 (3) of article V of the state constitution against this act or an item, section,
15 or part of this act within such period, then the act, item, section, or part
16 will not take effect unless approved by the people at the general election
17 to be held in November 2018 and, in such case, will take effect on the
18 date of the official declaration of the vote thereon by the governor.

19 (2) This act applies to snow removal and ice control services
20 contracts entered into on or after the applicable effective date of this act.