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State By State Survey: Construction Anti-Indemnity Statutes



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Construction Anti-Indemnity Statutes

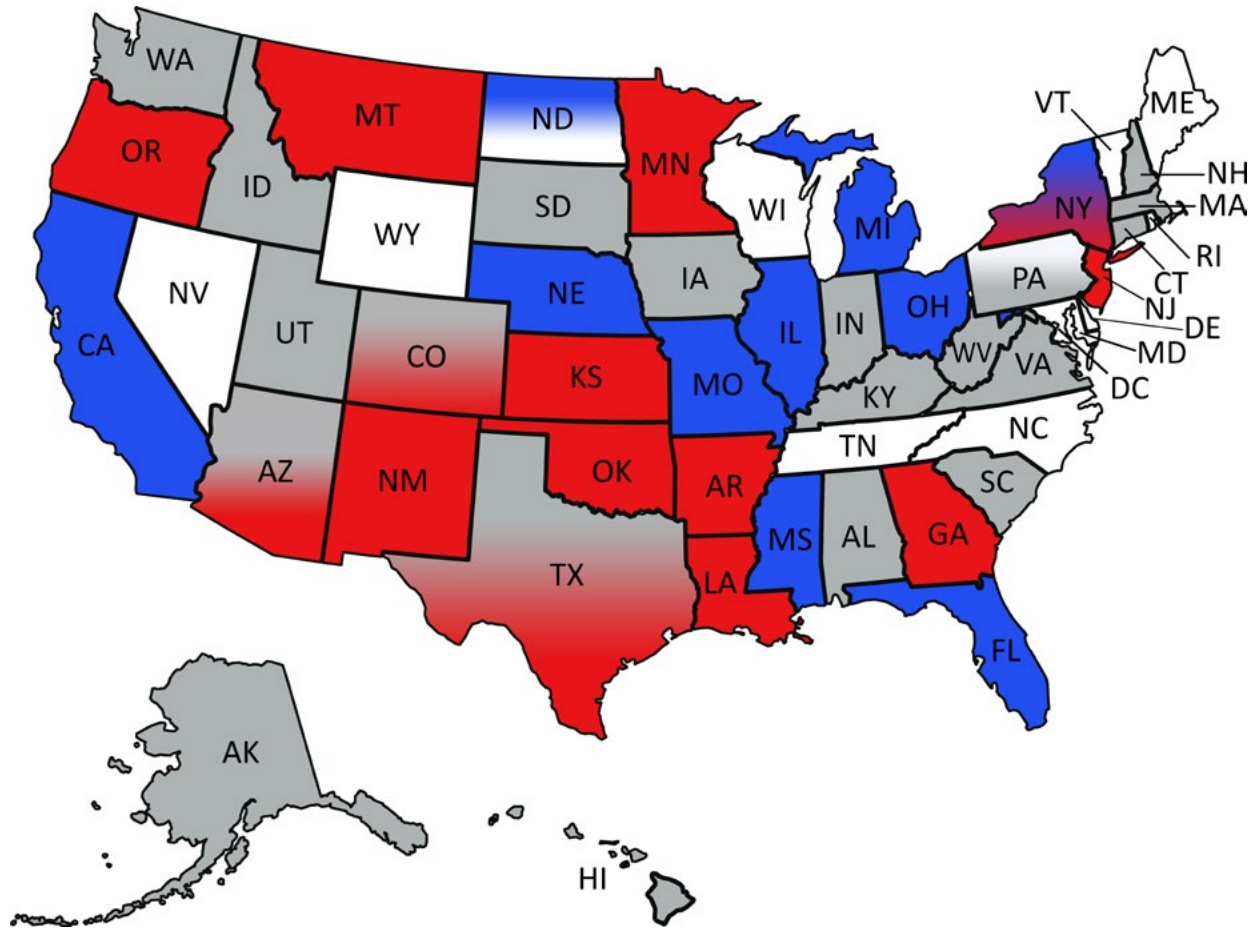
In addition to additional insured coverage afforded to upstream parties, indemnity is an effective risk transfer tool. Indemnity is the right of an injured party to claim reimbursements for its loss, damage, or liability from another party. An indemnification agreement is a “contract between two parties whereby the one undertakes and agrees to indemnify the other against loss or damage arising from some contemplated act on the part of the indemnitor, or from some responsibility assumed by the indemnitee, or from the claim or demand of a third person, that it, to make good to him such pecuniary damage as he may suffer.” Black’s Law Dictionary 393 (5th ed. 1979). A party’s indemnity obligation to another party arises in two situations: common law indemnity and contractual indemnity. This survey focuses solely on the enforceability of contractual indemnity obligations.

A classic example of a typical contractual indemnity provision is as follows:

“Subcontractor shall defend, indemnify, and hold harmless the Contractor from any claims, damages, losses, and expenses arising out of the performance of the work.”

The majority of states have enacted “anti-indemnity statutes,” which limit or prohibit enforcing indemnification agreements in construction contracts. Some states further limit the anti-indemnity statute’s application to public and/or design projects. In general, there are two overarching reasons why construction contracts are often singled out for special treatment when it comes to the limitation of indemnification for an indemnitee’s own negligence. 1-13 General Liability Insurance Coverage § 13.00 (3rd 2015). First is a concern that a party being indemnified for its own negligence will have less incentive to exercise due care in the performance of its work. *Id.* The other rationale is a concern that general contractors, because of unequal bargaining power, can compel their subcontractors to accept such an onerous contractual term as one that requires a party to assume liability for the negligence of others. *Id.*

To the extent that an anti-indemnity statute applies to a particular contractual indemnity provision, such anti-indemnity statutes limit the scope of indemnity. This survey depicts the states that allow for the following forms of indemnity: indemnity for a party’s sole negligence; full indemnity in situations of concurrent negligence; and partial indemnity in situations of concurrent negligence. Some states have extended the anti-indemnity principle to contractual requirements for additional insured coverage. Those states are noted in the survey. In addition, the map on the following page identifies which states extend the reach of their anti-indemnity statute to additional insured coverage, either explicitly by the terms of the statute or by court interpretation.












Application of Anti-Indemnity to Additional Insured Coverage






- Anti-Indemnity statute also prohibits additional insured coverage for the sole negligence of the indemnitee.
- Anti-Indemnity statute does not apply to additional insured coverage, by statute or case law.
- Anti-Indemnity statute does not specify whether it applies to additional insureds, and no case law interpreting.
- Unclear or no statute.






Note: States with blended colors have different rules depending on the type of contract (e.g., public v. private).




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State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Alaska	All Construction and Design Contracts	No	Yes	Yes	ALASKA STAT. § 45.45.900	No
 Alabama	Non-Specific	Yes	Yes	Yes	No statute. <i>See Indus. Tile, Inc. v. Stewart</i> , 388 So.2d 171, 175 (Ala. 1980) (“between private parties, indemnity contracts are enforceable if the contract clearly indicates an intention to indemnify against the consequences of the indemnitee’s negligence, and such provision was clearly understood by the indemnitor, and there is not shown to be evidence of a disproportionate bargaining position in favor of the indemnitee.”); <i>Doster Constr. Co., Inc. v. Marathon Elec. Contractors, Inc.</i> , 32 So.3d 1277, 1283 n.2 (Ala. 2009) (“[i]ndemnification for an indemnitee’s own negligence requires ‘clear and unequivocal language.’”)	No
 Arizona	Public Construction and Design Contracts	No	No	Yes	ARIZ. REV. STAT. § 41-2586. ARIZ. REV. STAT. § 34-226.	Yes ARIZ. REV. STAT. § 34-226(C)
	Private Construction and Design Contracts	No	Yes	Yes	ARIZ. REV. STAT. § 32-1159.	No
 Arkansas	All Construction and Design Contracts	No	No	Yes	ARK. CODE ANN. §§ 4-56-104, 22-9-214. Note: There are additional restrictions that apply to the indemnitee and third parties that do not qualify as the contractor’s agent, representative, subcontractor, or supplier.	Yes ARK. CODE ANN. § 4-56-104(b), (e)
 California	Residential Construction and Design Contracts	No	No	Yes	CAL. CIV. CODE § 2782(a),(c), (d). Note: Exceptions for indemnification of adjacent property owner, certain engineers, and geologists. <i>See</i> CAL. CIV. CODE §§ 2782.1, 2782.2, 2782.6.	No CAL. CIV. CODE § 2782(a)
	Construction Contracts with Public Agency	No	No	Yes	CAL. CIV. CODE § 2782(a), (b)	No CAL. CIV. CODE § 2782(a)
	All Other Construction Contracts	No	No	Yes	CAL. CIV. CODE §§ 2782(a), (c), 2782.05, 2783. Note: Exceptions for indemnification of adjacent property owner, certain engineers, and geologists. <i>See</i> CAL. CIV. CODE § 2782.1., 2782.2, 2782.6 .	No CAL. CIV. CODE § 2782(a); <i>American Ca. Co. of Reading, PA v. Gen. Star Indemn. Co.</i> , 125 Cal. App.4th 1510 (Cal. Ct. App. 2005).






State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Colorado	"Public Entity" Construction and Design Contracts	No	No	Yes	COLO. REV. STAT. § 13-50.5-102(8).	No
	Construction Agreements	No	No	Yes	COLO. REV. STAT. § 13-21-111.5.	Yes COLO. REV. STAT. § 13-21-111.5(6).
 Connecticut	All Construction Contracts	No	No	Yes	CONN. GEN. STAT. § 52-572k.	No
 Delaware	All Construction and Design Contracts	No	No	Yes	DEL. CODE ANN. tit. 6, § 2704; <i>see also Chrysler Corp. v. Merrell & Garaguso, Inc.</i> , 796 A.2d 648 (Del. 2002) (one party to a construction contract may not agree to indemnify the other party for the latter's own negligence, but the requirement to purchase insurance may or may not be unenforceable dependent on circumstances).	Unclear. <i>See Chrysler Corp. v. Merrell & Garaguso, Inc.</i> , 796 A.2d 648 (Del. 2002) (explaining that in situation where additional insured was already added to policy and paid for, insurer could not refuse to provide coverage, but suggesting that insurer might be able to refuse initial grant of coverage based on statute).
 District of Columbia	Non-Specific	Yes	Yes	Yes	No statute. <i>See N.P.P. Contractors, Inc. v. John Canning & Co.</i> , 715 A.2d 139 (D.C. 1998) (indemnification contract allowed as it was clear and unambiguous); <i>Steele Founds., Inc. v. Clark Constr. Grp., Inc.</i> , 937 A.2d 148 (D.C. 2007) (same).	No




State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Florida	All Construction and Design Contracts (see exception per FLA. STAT. § 725.08)	No, unless contract contains 1) monetary limit on the extent of the indemnification that bears a reasonable commercial relationship to the contract, and 2) is a part of the specification and bid documents.	No, unless contract contains 1) monetary limit on the extent of the indemnification that bears a reasonable commercial relationship to the contract, and 2) is a part of the specification and bid documents.	Yes	FLA. STAT. § 725.06. FLA. STAT. § 725.06 (2), (3) provides that public agency construction contracts may require the other party to indemnify and hold harmless to the extent of loss caused by the indemnifying party's negligence, recklessness, or intentional wrongful conduct, but otherwise it is not permitted. FLA. STAT. § 725.08. Allows a public agency to require a design professional to hold that agency harmless for design professional's negligence, recklessness or intentional wrongful conduct.	No See <i>Cone Bros. Contracting Co. v. Ashland-Warren, Inc.</i> , 458 So.2d 851 (Fla. Dist. Ct. App. 1984).
 Georgia	All Construction Contracts, and Engineering, Architectural and Land-Surveying Contracts	No	Yes, for Construction Contracts. No, for Engineering, Architectural and Land-Surveying Contracts.	Yes, for Engineering, Architectural and Land-Surveying Contracts (for negligence, recklessness, wrongful intentional conduct).	GA. CODE ANN. § 13-8-2(b), (c).	Yes GA. CODE ANN. § 13-8-2(b), (c); <i>Federated Dep't Stores v. Superior Drywall & Acoustical, Inc.</i> , 592 S.E.2d 485 (Ga. App. Ct. 2005).
 Hawaii	All Construction Contracts	No	Yes	Yes	HAWAII REV. STAT. § 431:10-222.	No
 Iowa	All Construction and Design Contracts	No	No	Yes	IOWA CODE ANN. § 537A.5.	No
 Idaho	All Construction Contracts	No	Yes	Yes	IDAHO CODE § 29-114.	No





State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitor	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Illinois	All Construction Contracts	No	No	Yes	740 ILL. COMP. STAT. 35/1.	No, unless additional insured coverage agreement is linked to indemnification agreement. See 740 ILL. COMP. STAT. 35/3; <i>Transcon. Ins. Co. v. Nat'l Union Fire Ins. Co. of Pittsburgh</i> , 662 N.E.2d 500 (Ill. App. Ct. 1996).
 Indiana	All Construction and Design Contracts except Highway Contracts	No	Yes	Yes	IND. CODE § 26-2-5-1, § 26-2-5-2.	No
 Kansas	All Construction and Design Contracts	No, unless agreement provides in writing that the indemnity will be supported by liability insurance furnished by indemnitor subject to limitations.	No, unless agreement provides in writing that the indemnity will be supported by liability insurance furnished by indemnitor subject to limitations	Yes	KAN. STAT. ANN. § 16-121(b). Note: Statute does not apply to agreements that provide in writing that the indemnity provision will be supported by liability insurance furnished by the indemnitor. In those circumstances, Indemnification shall be limited to the amount and scope agreed upon by indemnitor in contract. In the case of unilateral indemnification, indemnitor shall be responsible for cost.	Yes KAN. STAT. ANN. § 16-121(c).
 Kentucky	All Construction Contracts; No Mention of Design	No	No	Yes	KY. REV. STAT. ANN. § 371.180.	No
 Louisiana	All Construction and Design Contracts	No, unless provision includes requirement to procure insurance to support indemnity requirement subject to limitation.	No, unless provision includes requirement to procure insurance to support indemnity requirement subject to limitation.	Yes	LA. STAT. ANN. § 9:2780.1. Note: Applicable to contracts entered into after Jan. 1, 2011. Statute does not apply to agreements that the indemnity provision will be supported by liability insurance furnished by the indemnitor. In those circumstances, Indemnification shall be limited to the amount and scope agreed upon by indemnitor in contract and Indemnitor must recover cost in contract price. <i>But see Roundtree v. New Orleans Aviation Bd.</i> , 844 So.2d 1091 (La. Ct. App. 2003) (holding that for contracts entered into before Jan. 1, 2011, indemnification is permitted if the intent is expressed in unequivocal terms).	Yes LA. STAT. ANN. § 9:2780.1(l).






State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Maine	Non-Specific	Yes	Yes	Yes	No statute. See <i>State Farm Mut. Ins. Co. v. Koshy</i> , 995 A.2d 651 (Me. 2010) (allowing indemnification contracts if clearly stated).	No
 Maryland	All Construction & Design Contracts	No	Yes	Yes	MD. CODE ANN. § 5-401.	Unclear. See <i>Heat & Power Corp. v. Air Prods. & Chems., Inc.</i> , 578 A.2d 1202 (Md. 1990) (explaining that it may arguably be against public policy to require purchase of insurance coverage by indemnitor for indemnitee's own negligence, but holding that in situation where insurance coverage was already procured for such purpose must be provided).
 Massachusetts	All contracts in which a subcontractor agrees to indemnify another for injury or damage not caused by the subcontractor	No	Yes	Yes	MASS. GEN. LAWS ch. 149, § 29C; see also <i>Kelly v. Dimeo, Inc.</i> , 581 N.E.2d 1316 (Mass. App. Ct. 1991) (allowing full indemnity).	No




State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnatee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Michigan	All Construction Contracts	No	Yes	Yes	MICH. COMP. LAWS § 691.991.	No, unless additional insured coverage agreement is linked to indemnification agreement. See <i>Sentry Ins. Co. v. Great Lakes Steel Corp.</i> , 382 N.W.2d (1985) (holding that the statute does not apply to an obligation to provide insurance coverage), but see <i>Peeples v. City of Detroit</i> , 297 N.W.2d 839 (Mich. App. Ct. 1980) (holding that requirement in agreement to procure insurance to support liability is inapplicable because it is governed by indemnification provision, which court found to be void).
	All Design Contracts	No	Yes, except Public Entity contracts with Michigan-licensed professional	Yes, for Public Entity contracts with Michigan Licensed professional	MICH. COMP. LAWS § 691.991	No, unless additional insured coverage agreement is linked to indemnification agreement.
 Minnesota	All Construction Contracts	No	Yes, if injury is attributable to breach of contract, or a negligent or wrongful act or omission	Yes	MINN. STAT. § 337.01, § 337.02	Yes, but there is an exception for project-specific insurance including contractor-controlled insurance programs or policies. MINN. STAT. § 337.05(b), (c).
 Missouri	All construction contracts, except contracts between state and governmental agencies)	No	No	Yes	MO. REV. STAT. § 434.100. Note: Statute does not apply to agreements that require indemnity obligations to be supported by liability insurance furnished by the indemnitor. In those circumstances, Indemnification shall be limited to the amount and scope agreed upon by indemnitor in contract. Indemnitor must recover cost in contract price.	No MO. REV. STAT. § 434.100(2).







State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Mississippi	All Construction Contracts	No	No	Yes	MISS. CODE ANN. § 31-5-41.	No, unless additional insured coverage agreement is linked to indemnification agreement. See <i>Roy Anderson Corp. et. al. v. Trancon. Ins. Co.</i> , 358 F. Supp. 2d (S.D. Miss. 2005).
 Montana	All Private Construction Contracts	No	No	Yes	MONT. CODE ANN. § 28-2-2111. Note: Exception for requirement to procure project specific insurance.	Yes MONT. CODE ANN. § 28-2-2111.
	Applies to all Public Construction Contracts	No	No	Yes	MONT. CODE ANN. § 18-2-124. Exception for requirement to procure project specific insurance.	Yes MONT. CODE ANN. § 18-2-124.
 Nebraska	All Construction and Design Contracts	No	No	Yes	NEB. REV. STAT. § 25-21,187(1).	No <i>Anderson v. Nashua Corp.</i> , 560 N.W.2d 446 (Neb. 1997).
 Nevada	All contracts (except worker's compensation see NEV. REV. STAT. ANN. § 616B.609)	No	Yes	Yes	No statute. See <i>George L. Brown Ins. Agency, Inc. v. Star Ins. Co.</i> , 237 P.3d 92 (Nev. 2010) (allowing indemnification for indemnitee's own negligence if clearly and explicitly stated in contract); <i>Reyburn Lawn & Landscape Designers, Inc. v. Plaster Dev. Co., Inc.</i> , 255 P.3d 268 (Nev. 2011) (holding that the intent to indemnify for contributory negligence and sole negligence of the indemnitors must be explicitly stated, and a general provision purporting to indemnify the indemnitee against "any and all claims" is insufficient to achieve this goal).	No
 New Hampshire	All Construction Contracts	No	No	Yes	N.H. REV. STAT. § 338-A:2.	No
	All Design Contracts	No	No	Yes	N.H. REV. STAT. § 338-A:1.	No

State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 New Jersey	All Construction Contracts	No	Yes	Yes	N.J. STAT. ANN. § 2A:40A-1.	Yes <i>Shannon v. B.L. England Generating Station</i> , No. 10-04524, 2013 WL 6199173 (D.N.J. Nov. 27, 2013).
	All agreements where the indemnitee is a design professional and liability arises out of design services	No	Yes	Yes	N.J. STAT. ANN. § 2A:40A-2.	Yes <i>Shannon v. B.L. England Generating Station</i> , No. 10-04524, 2013 WL 6199173 (D.N.J. Nov. 27, 2013).
 New Mexico	All Construction and Design Contracts	No	No	Yes	N.M. STAT. ANN. § 56-7-1.	Yes N.M. STAT. ANN. § 56-7-1(A); <i>First Mercury Ins. Co. v. Cincinnati Ins. Co.</i> , 882 F.3d 1289 (10th Cir. 2018) (holding that explicit language of anti-indemnity statute includes application to requirements to insure for sole negligence of indemnitee).
 New York	Construction Contracts	No	No	Yes	N.Y. GEN. OBLIG. LAW § 5-322.1.	No <i>Cappellino v. Atco Mech.</i> , 273 A.D.2d 265 (N.Y. Sup. Ct. 2000) (holding that insurance provisions are separable from indemnification agreements, to which the anti-indemnity law applies).
	Design professional seeking indemnity for liability arising out of defective maps, plans, design or specifications	No	No	Yes	N.Y. GEN. OBLIG. LAW § 5-324.	No

State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 North Carolina	Construction and Design Contracts	No	No	Yes	N.C. GEN. STAT. § 22B-1.	Unclear. Technically, no. <i>But see Penn. Nat'l Mut. Cas. Ins. Co. v. Assoc. Scaffolders & Equip. Co., Inc.</i> , 579 S.E.2d 404 (N.C. Ct. App. 2003) (holding that insurer no did not have to provide defense or indemnity when coverage was only based on "insured contract" and contract was deemed void by the anti-indemnity statute).
 North Dakota	Contracts where contractor indemnifies owner or its agents for design errors	No	No	Yes	N.D. CENT. CODE § 9-08-02.1. Owners cannot be indemnified by contractors for design errors of the owner or the owner's agents.	No
	All other contracts	Yes	Yes	Yes	No Statute. <i>See Rupp v. American Crystal Sugar Co.</i> , 465 N.W.2d 614 (N.D. 1991) (finding that indemnification agreements for another party's negligence are permitted provided they clearly indicate an intent to do so); but see N.D. Cent. Code § 9-08-02 (parties cannot be indemnified for negligent violation of law)	No
 Ohio	Construction and Design Contracts.	No	No	Yes	OHIO REV. CODE ANN. § 2305.31.	No <i>Brzeczek v. Standard Oil Co.</i> , 447 N.E.2d 760 (Ohio Ct. App. 1982) (stating that insurance provision is just a risk allocation of the liability to third parties).
 Oklahoma	Construction Agreements	No	No	Yes	OKLA. STAT. tit. 15, § 221.	Yes OKLA. STAT. tit. 15, § 221(B), (C). Exception for contract clauses which require procurement of a project-specific insurance policy, including owners' and contractors' protective liability insurance, project management protective liability insurance, or builder's risk insurance.

State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Oregon	Construction and Design Contracts	No	No	Yes	OR. REV. STAT. § 30.140. Note: Statute does not apply to railroads as defined in OR. REV. STAT. § 824.200	Yes OR. REV. STAT. § 30.140; <i>Walsh Constr. Co. v. Mut. Enumclaw</i> , 104 P.3d 1146 (Or. 2005).
 Pennsylvania	Construction design contracts where design professional is the indemnitee	No	No	No	68 PA. CONS. STAT. § 491.	No
	Construction Contracts	Yes	Yes	Yes	No statute. See <i>Ocean Spray Cranberries, Inc. v. Refrigerated Food Distributions, Inc.</i> , 936 A.2d 81 (Pa. Super. Ct. 2007) (allowing indemnification contracts if clearly and explicitly stated).	No
 Rhode Island	Construction and Design Contracts	No	No	Yes	R.I. GEN. LAWS § 6-34-1.	Unclear. Technically, no. But see <i>Cosimini v. Atkinson-Kiewit Joint Venture</i> , 877 F. Supp. 68 (D.R.I. 1995) (reforming insurance provision in contract to align with reformed indemnification provision, which was found non-compliant with anti-indemnity law, because insurance provision had direct reference to indemnification provision).
 South Carolina	Construction and design contracts except electric utility, RR carriers, SCPSA	No	Yes		S.C. CODE ANN. § 32-2-10.	No
 South Dakota	Construction and Design Contracts	No	Yes		S.D. CODIFIED LAWS § 56-3-18.	No

State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Tennessee	Construction Contracts	No	Yes	Yes	TENN. CODE ANN. § 62-6-123; <i>but see Posey v. Union Carbide Corp.</i> , 507 F. Supp. 39 (D. Tenn. 1980) (limiting the availability of additional insured coverage when the underlying contract between the named insured and additional insured violates the statute).	Unclear. Technically, no. <i>But see Posey v. Union Carbide Corp.</i> , 507 F. Supp. 39 (D. Tenn. 1980) (limiting the availability of additional insured coverage when coverage was based on “insured contract” and the indemnification provision violated the anti-indemnity statute).
 Texas	Construction-Related Design Contracts	No	No	Yes	TEX. CIV. PRAC. & REM. CODE §§ 130.002(1), (2); 130.005 (stating that this chapter does not apply to the negligent acts of contractors); <i>see Foster, Henry, Henry, & Thorpe, Inc. v. J.T. Constr. Co. Inc.</i> , 808 S.W.2d 139, 141 (Tx. App. 1991) (finding that this statute only applies when the indemnification agreement requires indemnity for loss caused by the design professional, as opposed to the contractor).	No
	Construction Contracts	No	No	Yes	TEX. INS. CODE ANN. § 151.102; <i>see also</i> TEX. INS. CODE ANN. § 151.103 which contains an exception for bodily injury/death of employee of indemnitor, its agent, or its subcontractor.	Yes TEX. CODE ANN. § 151.104.
 Utah	All construction contracts between owner and another party	No	No	Yes	UTAH CODE ANN. § 13-8-1(1), (2).	No <i>Meadow Valley Contractors, Inc. v. Transcon. Ins. Co.</i> , 27 P.3d 594 (Utah Ct. App. 2001) (creating distinction between agreement to personally insure or indemnify and agreement to procure insurance).
	All other construction contracts than those listed above	No	No	No	UTAH CODE ANN. § 13-8-1(1), (3).	No <i>Meadow Valley Contractors, Inc. v. Transcon. Ins. Co.</i> , 27 P.3d 594 (Utah Ct. App. 2001) (creating distinction between agreement to personally insure or indemnify and agreement to procure insurance).

State	Contracts Affected	Type of Indemnity Allowed			Statute	Application to Additional Insured
		Sole Negligence of Indemnitee	Concurrent Negligence			
			Full Indemnity	Partial Indemnity		
 Vermont	Non-Specific	Yes	Yes	Yes	No statute. See <i>Tateosian v. Vermont</i> , 945 A.2d 833 (Vt. 2007) (allowing indemnification agreement if explicitly stated).	No
 Virginia	Construction Contracts	No	Yes	Yes	VA. CODE ANN. § 11-4.1.	No
 Washington	Construction Contracts	No	No	Yes, only if agreement specifically and expressly provide for this.	WASH. REV. CODE § 4.24.115.	No
 West Virginia	Construction Contracts	No	Yes	Yes	W. VA. CODE § 55-8-14	No
 Wisconsin	Construction Contracts	Yes	Yes	Yes	No statute. See <i>Gunka v. Consolidated Papers, Inc.</i> , 508 N.W.2d 426 (Wis. Ct. App. 1993) (indemnification of sole negligence of indemnitee allowed if provision is clear and unambiguous), <i>but see</i> Wis. STAT. § 895.447 (rendering a provision in contract purporting to limit or eliminate tort liability void, though it has been narrowly interpreted); <i>Gerdmann by Habush v. U.S. Fire Ins. Co.</i> , 350 N.W.2d 730 (Wis. Ct. App. 1984) (holding indemnity provision in contract did not violate statute and was a question of law).	No
 Wyoming	Non-Specific	Yes	Yes	Yes	No statute. See <i>Union Pac. Resources Co. v. Dolenc</i> , 86 P.3d 1287 (Wyo. 2004) (indemnification agreements allowed if clearly stated).	No