

# “ARIZONA INDEMNITY LAW”

*This law pertains to all government entities in Arizona  
(cities, towns, counties, state, schools, etc.)  
and can be found in those various sections of the law.*

## 34-226. State preemption; indemnity agreements in construction and design professional services contracts void; definitions

A. The regulation and use of indemnity agreements in construction and design professional services contracts are of statewide concern. The regulation of indemnity agreements in construction and design professional services contracts pursuant to this section and their use are not subject to further regulation by a county, city, town or other political subdivision of this state.

B. If a contractor, subcontractor or design professional provides work, services, studies, planning, surveys or other preparatory work in connection with a public building or improvement, the contracting agent may require that the construction contract or subcontract or design professional services contract or subcontract require the contractor, subcontractor or design professional to indemnify and hold harmless the agent, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such contractor, subcontractor or design professional or other persons employed or used by such contractor, subcontractor or design professional in the performance of the contract or subcontract. A subcontract or design professional services subcontract entered into in connection with a public building or improvement may also require any subcontractor or design professional to indemnify and hold harmless the agent and that contractor, subcontractor, or design professional who executed the subcontract, and their respective owners, officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by negligence, recklessness or intentional wrongful conduct of the indemnifying subcontractor or design professional, or other persons employed or used by the indemnifying subcontractor or design professional in connection with the subcontract. Nothing in this section shall prohibit the requirement of insurance coverage that complies with this section, including the designation of any person as an additional insured on a general liability insurance policy or as a designated insured on an automobile liability policy provided in connection with a construction contract or subcontract or design professional services contract or subcontract.

C. Except as provided in subsection B of this section, a construction contract or subcontract or design professional services contract or subcontract entered into in connection with a public building or improvement shall not require that the contractor, subcontractor or design professional defend, indemnify, insure or hold harmless the contracting agent or its employees, officers, directors, agents, contractors or subcontractors from any liability, damage, loss, claim, action or proceeding, and any contract provision that is not permitted by subsection B of this section is against the public policy of this state and is void.

D. Notwithstanding subsection C of this section, a contractor who is responsible for the performance of a construction contract or subcontract may fully indemnify a person, firm,

corporation, state or other agency for whose account the construction contract or subcontract is not being performed and that, as an accommodation, enters into an agreement with the contractor that permits the contractor to enter on or adjacent to its property to perform the construction contract or subcontract for others.

E. If any provision or condition contained in this section conflicts with any provision of a contract between the state or a political subdivision of the state and the federal government, such provision of this section in conflict shall not apply to any construction contract or subcontract, or design professional services contract or subcontract to the extent such conflict exists, but all provisions of this section with which there is no such conflict shall apply.

F. For the purposes of this section:

1. "Construction contract or subcontract" means a written or oral agreement relating to the construction, alteration, repair, maintenance, relocation, moving, demolition or excavation of a structure, street or roadway, appurtenance, facility, development or other improvement to land.

2. "Design professional services" means architect services, engineer services, land surveying services, geologist services or landscape architect services or any combination of those services performed by or under the supervision of a design professional or the bona fide employees of the design professional.

3. "Design professional services contract or subcontract" means a written or oral agreement relating to the planning, design, construction administration, study, evaluation, consulting, inspection, surveying, mapping, material sampling, testing or other professional, scientific or technical services furnished in connection with any actual or proposed study, planning, survey, environmental remediation, construction, improvement, alteration, repair, maintenance, relocation, moving, demolition or excavation of a structure, street or roadway, appurtenance, facility, development or other improvement to land.

4. "Other person employed or used" means a subcontractor to a contractor or design professional in any tier, or any other person or entity who performs work or design professional services, or provides labor, services, materials or equipment in connection with a construction contract or subcontract or design professional service contract or subcontract subject to this section.