

Jeanne Ostnes

From: Steve Day [DayS@americanfast.com]
Sent: Tuesday, March 02, 2010 7:23 AM
To: Rep. Craig Johnson
Subject: HB 366 An Act relating to indemnification agreements

Dear Representative Craig Johnson,
Alaska State House of Representatives
State Capitol
Juneau, Alaska

Subject: HB 366 An Act relating to indemnification agreements

Dear Representative Johnson,

As a motor carrier, we must comply with the Federal Motor Carrier Safety Regulations as well as while transporting goods, and we are also subject to additional common law or statutory duties or responsibilities. Likewise, shippers or other parties frequently have legal duties and responsibilities to fulfill when they provide goods for transportation. More and more frequently, however, shippers are pressuring motor carriers and other transportation providers to perform transportation services under contracts in which the carrier contractually agrees to indemnify and hold harmless the shipper for the shipper's own failure to meet its legal duties and responsibilities. In essence, such a clause makes the motor carrier the shipper's insurer. Such a shifting of liability through contract completely contradicts sound public policy.

HB 366 provides statutory language that voids contractual provisions in motor carrier transportation contracts that indemnify a shipper for the shipper's own negligent or intentional acts or omissions which lead to claims. HB 366 does not void contractual provisions in which a motor carrier indemnifies a shipper for the motor carrier's own negligent or intentional acts or omissions. Further, HB366 does not establish any new duties or responsibilities for any party and It does not limit the parties' freedom to contract – except to improve safety.

We support HB 366 and request that the bill be heard in committee at the earliest opportunity.

We would like you to consider expanding the bill to cover other transportation providers performing services as a carrier, such as domestic freight forwarders.

Thank you.

Sincerely,

Stephen L. Day

President

American Fast Freight

<http://www.americanfast.com>

450 Shattuck Avenue S., Suite 401

Renton, WA 98055

Phone (253) 926-5000 Fax (206) 624-8334



March 2, 2010

Representative Craig Johnson
Alaska State House of Representatives
State Capitol Room 126
Juneau AK, 99801

Subject: HB 366 – An Act Relating to Indemnification Agreement

Dear Representative Johnson:

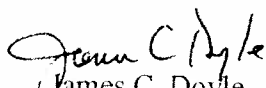
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We support HB 366 and request that the bill be heard in committee at the earliest opportunity.

Thank you.

Sincerely,
Weaver Bros., Inc.


James C. Doyle
Vice-President

Cc: WBI – James H. Doyle, President; ATA – Aves Thomson, Executive Director

ANCHORAGE
2230 Spar Ave
Anchorage, AK 99501
(907) 278-1526

KENAI
P.O. Box 2229
Kenai, AK 99611
(907) 283-7057

FAIRBANKS
P.O. Box 60981
Fairbanks, AK 99706
(907) 456-7704



UNITED FREIGHT & TRANSPORT, INC.

1701 E. FIRST AVENUE
ANCHORAGE ALASKA 99501
907-272-5700 / FAX 907-272-4324

Dear Representative Craig Johnson,
Alaska State House of Representatives
State Capitol
Juneau, Alaska

Subject: HB 366 An Act relating to
indemnification agreements...

March 2, 2010

Dear Representative Johnson,

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We support HB 366 and request that the bill be heard in committee at the earliest opportunity.

Thank you.

Sincerely

Frank Monfrey



March 3, 2010

Alaska West Express, Inc.
1048 Whitney Road
Anchorage, AK 99501
(907) 279-9515
(800) 478-2855
Fax: (907) 272-8152

Representative Craig Johnson
716 West 4th Avenue
Anchorage, Alaska 99501

Dear Representative Johnson,

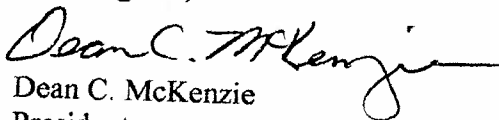
I have read both HB 366 and the comments by Aves Thompson regarding it and want to commend you for what I believe is a very good piece of legislation. In our previous discussions I have mentioned how some of the bigger carriers and contractors in the business have the ability to challenge and push back and end up with contracts that are fair to both parties while smaller ones do not have that same ability. Ideally you end up with a true Knock for Knock document with each party responsible for their own actions.

We have been very successful in getting that type of result over the last few years but there are still major companies operating with the goal of transferring all liability to the carrier regardless of who creates the situation. I am currently in negotiations with a major US based drilling contractor who operates internationally and is trying to do that very thing. Basically indemnify themselves for any and all actions even if caused by their personnel and make the carrier responsible.

I wish you well in your efforts and certainly hope for a successful outcome. If I can be of assistance in any way please don't hesitate to contact me directly at 907-339-5101 or e-mail at deanmc@awe.lynden.com.

Alaska West Express Inc.

Best Regards,


Dean C. McKenzie
President

Copy: Aves Thompson
Executive Director ATA



2812 70th Ave East
Fife, WA 98424
Tel (253) 926-3292 Fax (253) 926-3161

Dear Representative Craig Johnson,
Alaska State House of Representatives
State Capitol
Juneau, Alaska

Subject: HB 366 An Act relating to indemnification agreements...

Dear Representative Johnson,

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We support HB 366 and request that the bill be heard in committee at the earliest opportunity.

Thank you.

Sincerely,

Wes Renfrew
Alaska Operations Manager
Pacific Alaska Freightways

**Midnight Sun
TRANSPORTATION SERVICES, INC.
2040 E 79TH
Anchorage, AK 99507**

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Alaska State House of Representatives
State Capitol
Juneau, Alaska

Subject: HB 366
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We support HB 366 and request that the bill be heard in committee at the earliest opportunity.

Thank you.

Sincerely,

R C Onstott
General Manager

Wrightway Auto Carriers, Inc.

101 West Whitney Road
Anchorage, Alaska 99501
(907) 277-4549 Fax (907) 272-7570

MARCH 2, 2010

Representative Craig Johnson
Alaska state house of Representatives
State Capitol
Juneau, Alaska

Subject: HB 366
An Act relating to indemnification agreements

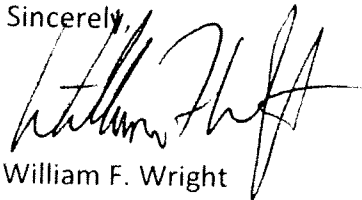
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We support HB366 and request that the bill be heard in committee at the earliest opportunity.

Sincerely,



William F. Wright

BIG STATE LOGISTICS, INC.

Big State Logistics, Inc.
P.O. Box 71540
Fairbanks, AK. 99707-1540

Telephone (907) 452-8600
1-800-478-8660
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Big State Logistics, Inc.
P.O. Box 63007
Valdez, AK. 99686-3007

Telephone (907) 835-5600
1-800-478-5602
Fax (907) 835-5651

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Alaska State House of Representatives
State Capitol
Juneau, Alaska

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An Act relating to indemnification
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Sincerely,



Mervin Gilbertson
President
Big State Logistics, Inc.