



CHAPTER 22B

ARTICLE 1 - INVALID AGREEMENTS

N.C.G.S. § 22B-1.

Certain indemnity and defend agreements invalid.

SOURCE	LAST AMENDMENT IN THIS TEXT	RETRIEVED	SOURCE FINGERPRINT
General Statutes of North Carolina, as published by the General Assembly	S.L. 2019-92, s. 1 — fourth act in the lineage	21 September 2026, 02:04 UTC	2e3e7599003b9f117be9b03f - f6073d3894c0c06e673db802 - 6751568da9558556

§ 22B-1(a)

Provisions in, or in connection with, a construction agreement or design professional agreement purporting to require a promisor to indemnify or hold harmless the promisee, the promisee's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of the promisee, its independent contractors, agents, employees, or indemnitees, is against public policy, void and unenforceable. Nothing contained in this subsection shall prevent or prohibit a contract, promise or agreement whereby a promisor shall indemnify or hold harmless any promisee or the promisee's independent contractors, agents, employees or indemnitees against liability for damages resulting from the sole negligence of the promisor, its agents or employees.

§ 22B-1(b)

Provisions in, or in connection with, a construction agreement or design professional agreement purporting to require a promisor to indemnify or hold harmless the promisee, the promisee's independent contractors, agents, employees, indemnitees, or any other person or entity against losses, damages, or expenses are against public policy, void, and unenforceable unless the the fault of the promisor or its derivative parties is a proximate cause of the loss, damage, or expense indemnified.

§ 22B-1(c)

Provisions in, or in connection with, a construction agreement that includes design professional services or a design professional agreement purporting to require a design professional to defend a promisee, the promisee's independent contractors, agents, or employees, the promisee's indemnitees, or any other person or entity against

liability or claims for damages or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the promisor, the promisee, or their derivative parties, whether the claim is alleged or brought in tort or contract, is against public policy, void, and unenforceable.

§ 22B-1(d)

Nothing in this section shall be interpreted to exclude from any indemnity or hold harmless provisions enforceable under subsections (a) and (b) of this section attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the promisee to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of the promisee by law or by contract, if the fault of the promisor or its derivative parties is a proximate cause of the attorney's fees litigation or arbitration expenses, or court costs to be indemnified.

§ 22B-1(e)

This section shall not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer. This section shall not apply to lien or bond claims asserted under Chapter 44A of the General Statutes.

§ 22B-1(f)

For purposes of this section, the following definitions shall apply:

- (1) Construction agreement. - Any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating connected therewith.
- (2) Defend. - Any obligation to pay for or furnish counsel at the expense of the promisor to defend a promisee, the promisee's independent contractors, agents, employees, or indemnitees against claims alleged or brought against the promisee, the promisee's independent contractors, agents, employees, or indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.
- (3) Derivative parties. - With respect to a party, any of that party's subcontractors, agents, employees, or other persons or entities for which the party may be liable or responsible as a result of any statutory, tort, or contractual duty.
- (4) Design professional. - A person or entity who is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the General Statutes.

- (5) Design professional agreement. - Any promise or agreement in, or in connection with, a contract or agreement with a design professional to provide design professional services.
- (6) Design professional services. - A service or work performed by a design professional for which licensure is required under Chapters 83A, 89A, 89C, 89E, or 89F of the General Statutes.
- (7) Fault. - A breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violations of applicable statutes or regulations.
- (8) Subcontractor. - Any person or entity, of any tier, providing labor or material through the promisor for use on the project at issue in the applicable construction agreement or design professional agreement.

END OF SECTION TEXT

APPARATUS FOLLOWS — DERIVED, NOT ENACTED

APPARATUS I
4 ACTS

Amendment lineage

The State prints this history as a single parenthetical at the foot of the section. It is reproduced verbatim in the colophon and unpacked below in order of enactment.

1979		1999		2019
TICK HEIGHT = ACTS IN THAT YEAR		DASHED = RECODIFICATION, NOT AMENDMENT		
Nº	YEAR	ACT	CHARACTER	
01	1979	c. 597, s. 1	ENACTED	
02	1991	c. 636, s. 3	AMENDED	
03	1993	c. 553, s. 12	AMENDED	
04	2019	S.L. 2019-92, s. 1	AMENDED	

APPARATUS III

Citation

FULL SECTION

N.C. Gen. Stat. § 22B-1 (2019).

PINPOINT

N.C. Gen. Stat. § 22B-1(a) (2019).

Pinpoint keys are set in the left margin of the text rather than line numbers: subsection designators are stable across editions and paper sizes, line numbers are not.

COLOPHON

Provenance

This document reproduces the text of one section of the General Statutes of North Carolina from a source file whose SHA-256 digest is printed on every page. The digest fixes the bytes this export was made from; if the State's file changes, the digest will not match.

The text of the section is unaltered. Subsection designators have been moved from the run of text into the margin. The amendment history and the table of authorities are derived from the section by mechanical extraction — they add no characterization of the law.

This is not the official text. The official text is published by the General Assembly of North Carolina.

HISTORY PARENTHETICAL, AS PRINTED BY THE STATE

(1979, c. 597, s. 1; 1991, c. 636, s. 3; 1993, c. 553, s. 12; 2019-92, s. 1.)

SET IN SPECTRAL AND ARCHIVO
NORTH CAROLINA LAW — STATUTE EXPORT, FORMAT V1

