Oilfield Anti-Indemnity: When Does an Agreement "Pertain" to a "Well"?

An article in Kane Russell Coleman & Logan's new **Energy Law Today** blog reports on a case before the 5th U.S. Circuit Court of Appeals that raises the question: "When will an anti-indemnity statute bar an often well-crafted legal indemnity term in a master-service agreement?".

The case is *Tetra Techs., Inc. v. Continental Ins. Co.*, No. 15-30446.

"In *Tetra*, the commercial fight was between Tetra, which sought to enforce an indemnity clause against its subcontractor, Vertex Services. Continental, Vertex's insurer, tried to block any indemnity payment, relying, in large part, on the LOAIA," writes **Andrea (A.J.) Johnson**.

"The district court held that the decommissioning of a platform in a salvage operation did not come under the LOAIA, and, thus, Tetra's claim for indemnity *was* enforceable. In opposition, appellant Continental contends that the trial court too restrictively interpreted the [Louisiana Oilfield Anti-Indemnity Act]."

Read the article.