

Amendment No.

16 (b) Whether the instrumentality is frequently operated
17 within or upon public property.

18 (c) Whether the injury, death, or damage caused in the
19 particular case occurred within or upon public property.

20 (d) Whether the instrumentality poses extraordinary
21 dangers not posed by instrumentalities not otherwise determined
22 to be dangerous instrumentalities.

23 (e) To what extent the Legislature has regulated the
24 instrumentality.

25 (f) Whether the instrumentality poses a significant risk
26 of death or destruction when used improperly.

27 (3) Notwithstanding subsection (2), the lessor of any
28 special mobile equipment that causes injury, death, or damage
29 while leased under a written lease agreement with documented
30 proof of insurance coverage that contains limits of not less
31 than \$100,000 per person and up to \$300,000 per incident for
32 bodily injury liability and up to \$50,000 for property damage
33 liability or not less than \$500,000 for combined property damage
34 liability and bodily injury liability is not liable for acts of
35 the lessee or the lessee's agent or employee in connection with
36 the rental or lease, including any bodily injury, death, or
37 damage resulting from the operation, maintenance, or use of the
38 special mobile equipment by the lessee or the lessee's agent or
39 employee. The failure of the lessee to obtain or maintain

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40 insurance coverage required by the lease agreement does not
41 impose liability on the lessor.

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T I T L E A M E N D M E N T

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Remove lines 9-10 and insert:

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dangerous instrumentality;