



To: Stephen Kaminski
President and CEO
National Propane Gas Association

From: David R. Schlee
Of Counsel
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Date: May 17, 2022

Re: NPGA Statutory Survey - Update from 2014 Report

This memo provides the statutory language of statutes specifically modifying or limiting the liability of propane marketers for civil damages or creating a duty to notify a propane marketer of changes to a system. Where there is substantive reported case law under a statute it is so noted. The table includes a brief statement of the type of relief afforded by the statute.

This memo does not include statutes or common law rules of general application such as comparative fault, assumption of risk, good Samaritan laws, or any defense based upon the alteration of misuse of products generally. For those states in which a statute was not found, a broad search for “liquified petroleum gas”, “lp gas” or “propane” was run on Westlaw and all resulting statutes reviewed.

State	Statute	Notes
Alabama	Ala. Code 1975 § 9-17-109	Immunity for unauthorized repairs and product misuse.
Alaska	Not Found	
Arizona	A.R.S. § 12-717	Several (not joint) liability in comparative fault; no fault for certain modifications or misuse.
Arkansas	A.C.A. § 15-75-112	Affirmative defenses for alteration of equipment or product misuse.
California	Not Found	
Colorado	C.R.S.A. § 8-20-415	Immunity for unauthorized repairs and product misuse. Safe harbor from punitive damages if national fire code is followed.
Connecticut	Not Found	

State	Statute	Notes
Delaware	Not Found	
Florida	F.S.A. § 527.067 F.S.A. § 527.06	Customer must notify supplier of alterations to system. Substantial conformity with NFPA is deemed generally accepted standard of safety.
Georgia	Ga. Code Ann. § 51-1-51(b)	Immunity for unauthorized repairs and product misuse.
Hawaii	Not Found	
Idaho	Not Found	
Illinois	Not Found.	
Indiana	IN ST §34-20-6-5	Affirmative defense that person making repairs or misusing the product has assumed risk of injury.
Iowa	I.C.A. § 101.14	Negligence of customer or user of LPG system is admissible and maybe considered in any action for personal injury or property damage.
Kansas	K.S.A. § 55-1809	Negligence of customer or user of LPG system is admissible and maybe considered as comparative negligence in any action for personal injury or property damage. Compliance with law is a mitigating factor.
Kentucky	K.R.S. § 234.175	Immunity for unauthorized repairs.
Louisiana	L.S.A. – RS 40:1846	Notice requirement for repairs and an affirmative defense based on unauthorized repairs or product misuse.
Maine	Not Found	
Maryland	Not Found	
Massachusetts	Not Found	
Michigan	M.C.L.A. 600.2977	Immunity for handling and transportation in compliance with rules, or where there are unauthorized repairs or product misuse.
Minnesota	Not Found	

State	Statute	Notes
Mississippi	Miss. Code Ann. §75-57-47	Brings individuals under the jurisdiction of the board; requires notification of alterations to the system by individuals.
Missouri	V.A.M.S. § 323.060	Immunity for unauthorized repairs.
Montana	Not Found	
Nebraska	NE ST § 57-17	Immunity for injuries resulting from ignoring a red tag on a propane tank.
Nevada	Not Found	
New Hampshire	Not Found	
New Jersey	N.J.S.A. 2A:62A-5	Good Samaritan Immunity for LPG emergency
New Mexico	Not Found	
New York	NY CIV RTS §79-K	Good Samaritan Immunity for LPG emergency
North Carolina	NCGSA §119-62 NCGSA §119-60	Immunity for unauthorized repairs, improper installation and product misuse. Good Samaritan Immunity for LPG emergency
North Dakota	NDCC 32-03-57	Immunity for unauthorized repairs.
Ohio	Not Found	
Oklahoma	52 Okl.St. Ann. § 420.3A	Immunity for unauthorized repairs or product misuse.
Oregon	Not Found	
Pennsylvania	Not Found	
Rhode Island	RI ST § 9-1-32	Good Samaritan Immunity for LPG emergency
South Carolina	SC ST § 15-3-690	Immunity for unauthorized repairs and product misuse.

State	Statute	Notes
South Dakota	SD ST § 34-39-16 SD ST §20-9-10	LPG equipment is considered a product for purposes of §20-9-10. General immunity for product alterations.
Tennessee	T.C.A. §29-34-207	Immunity for unauthorized repairs and product misuse.
Texas	V.T.C.A., Natural Resources Code § 113.301 V.T.C.A., Natural Resources Code § 113.401	Limited immunity for licensed installers. Arguable grant of immunity for unauthorized repairs.
Utah	U.C.A. 1953 § 78-27-65	Immunity for unauthorized repairs and product misuse. Rebuttable presumption that licensee and equipment has followed applicable regulations and procedures.
Vermont	Not Found	
Virginia	VA ST §8.01-225(4)	Good Samaritan Immunity for LPG emergency
Washington	Not Found	
West Virginia	Not found	
Wisconsin	WI ST 101.16	Customer is required to give LPG supplier notice of any interruption of service by other than the LPG supplier; leak test to be performed.
Wyoming	Not found	

Alabama – Ala. Code 1975 § 9-17-109: Violations; records; fees; assessment and hearing; filling of containers; installation, maintenance, etc., of appliances; damages.

* * *

(e) LP-dealers holding Class A or Class B-1 permits have special knowledge and expertise in performing installations, maintenance, repairs, adjustments, and services to liquefied petroleum gas appliances, LP-gas systems, or any component thereof. To ensure the safety of Alabama's consumers of LP-gas services, any consumer who desires to install, repair, maintain, adjust, or service any liquefied

petroleum gas appliance, LP-gas systems, or any component thereof, shall notify the LP-gas dealer who regularly supplies such consumer with LP-gas of his or her intention to employ an individual other than the LP-gas dealer to perform such installation, maintenance, repair, adjustment, or service being performed. The consumer shall afford the LP-gas dealer with an opportunity to first install, repair, maintain, adjust, or service the LP-gas appliance before resorting to an individual other than his or her LP-gas dealer who regularly supplies LP-gas.

(1) In the event the consumer suffers injury, damage, or loss as a proximate consequence of a negligent installation, repair, maintenance, adjustment, or service of any LP-gas appliance, LP-gas system, or any component thereof, and such consumer has not first notified and afforded the opportunity to install, repair, maintain, adjust, or service to the LP-gas dealer who regularly supplies his or her system with LP-gas, no legal action shall be commenced against such LP-gas dealer.

(2) In the event the consumer suffers injury, damage, or loss as a proximate consequence of the consumer using his or her equipment or appliance in a manner or for a purpose other than that for which the equipment or appliance was intended, no legal action shall be commenced against his or her LP-gas dealer.

(3) All LP-gas dealers are required to document and maintain in writing all notices received from consumers for a period of not less than five years. Any LP-gas dealer who is found not to have maintained such notices in writing as required herein shall be guilty of a Class B misdemeanor.

(f) No LP-gas dealer shall be subject to any award of punitive or exemplary damages, except in those cases falling within Sections 6-5-391 and 6-5-410, except upon a showing by clear and convincing evidence of gross negligence or willful or wanton misconduct. In the event the consumer suffers injury, damage, or loss as a proximate consequence of the consumer using his or her equipment or appliance in a manner or for a purpose other than that for which the equipment or appliance was intended, no legal action shall be commenced against his or her LP-gas dealer.

Arizona – A.R.S. § 12-717: Liquefied petroleum gas provider; liability; definitions

A. In any civil action against a liquefied petroleum gas provider for civil or other damages, the liquefied petroleum gas provider is liable only for the amount of damages that are in proportion to the liquefied petroleum gas provider's percentage of fault and is not liable for the amount of damages allocated to fault attributed to either:

1. An alteration or modification of liquefied petroleum gas equipment that was not reasonably foreseeable, that was made by a person other than the liquefied petroleum gas provider and that could not have been discovered by the liquefied petroleum gas provider in the exercise of reasonable care.

2. The use of liquefied petroleum gas equipment in a manner or for a purpose other than that for which the liquefied petroleum gas equipment was intended to be used or could reasonably have been foreseen to be used, if the liquefied petroleum gas provider or the liquefied petroleum gas equipment manufacturer has taken reasonable steps to warn the ultimate consumer of the hazards associated with foreseeable misuses of the gas equipment.

B. This section does not affect, modify or eliminate the liability of a liquefied petroleum gas equipment manufacturer or its employees or agents under any legal claim, including product liability claims.

C. For the purposes of this section:

1. "Liquefied petroleum gas equipment" means a liquefied petroleum gas appliance or other liquefied petroleum gas equipment.
2. "Liquefied petroleum gas provider" means any person or entity engaged in the business of supplying, handling, transporting or selling at retail liquefied petroleum gas, but does not include a liquefied petroleum gas equipment manufacturer.

Arkansas – A.C.A. § 15-75-112: Affirmative Defense

(a). As used in this section:

- (1) "Liquefied petroleum gas equipment" means any appliance, equipment, or piping system that uses, stores, or transports liquefied petroleum gas; and

- (2) "Liquefied petroleum gas provider" means any person or entity engaged in the business of supplying, handling, transporting, or selling liquefied petroleum gas.
- (b). A liquefied petroleum gas provider shall have an affirmative defense to any action for civil liability for damage or injury caused by:
 - (1) An alteration or modification of liquefied petroleum gas equipment that was not reasonably foreseeable by the provider and caused the equipment to be unsafe for use in its altered or modified form; or
 - (2) The end-user's use of liquefied petroleum gas equipment:
 - (A) Was outside of the manner or purpose that could reasonably have been intended to be used or rendered the equipment unsafe; and
 - (B) The liquefied petroleum gas provider or the equipment's manufacturer provided a reasonable warning about the consequences of misusing the equipment.

Colorado - C.R.S.A. § 8-20-415: Limited Liability

- (1) No legal action shall be commenced or maintained against any person engaged in this state in the business of selling at retail, supplying, handling, or transporting liquefied petroleum gas if the alleged injury, damage, or loss was caused by:
 - (a) The alteration, modification, or repair of liquefied petroleum gas equipment or a liquefied petroleum gas appliance if the alteration, modification, or repair was done without the knowledge and consent of the liquefied petroleum gas seller, supplier, handler, or transporter; or
 - (b) The use of liquefied petroleum gas equipment or a liquefied petroleum gas appliance in a manner or for a purpose other than that for which the equipment or appliance was intended and that could not reasonably have been expected.
- (2) A person who follows the applicable procedures established by the standards of the national fire code pursuant to section 8-20-405 as adopted by the director of the division of oil and public safety and rules promulgated pursuant to

section 8-20-402 shall not be deemed to be grossly negligent or willful and wanton.

Florida – F.S.A. § 527.067: Responsibilities of persons engaged in servicing liquefied petroleum gas equipment and systems and consumers, end users, or owners of liquefied petroleum gas equipment or systems

(1) All persons engaged in the business of servicing, testing, repairing, maintaining, or installing liquefied petroleum gas equipment and systems shall initially present proof of licensure to consumers, owners, or end users prior to working on said equipment or system and shall subsequently present proof of licensure upon the request of consumers, owners, end users, or persons who have authorized such work.

(2) Any consumer, owner, end user, or person who alters or modifies his or her LP gas equipment or system in any way shall, for informational purposes, notify the licensed dealer who next fills or otherwise services his or her LP gas system that such work has been performed. The department may promulgate rules prescribing the method of notification. Such notification shall be made within a reasonable time prior to the date the liquefied petroleum gas equipment or system is next filled or otherwise serviced in order that the equipment or system may be serviced in a safe manner.

Florida – F.S.A. § 527.06: Rules: Sale of Liquefied Petroleum Gas

(3) Rules in substantial conformity with the published standards of the National Fire Protection Association (NFPA) are deemed to be in substantial conformity with the generally accepted standards of safety concerning the same subject matter.

Georgia – Ga. Code Ann. § 51-1-51(b): Liquefied petroleum gas provider liability

(c) As used in this Code section, the term:

(1) "Liquefied petroleum gas equipment" means a liquefied petroleum gas appliance or liquefied petroleum gas equipment.

(2) "Liquefied petroleum gas provider" means any person or entity engaged in the business of supplying, handling, transporting, or selling at retail liquefied petroleum gas in this state.

(3) A liquefied petroleum gas provider shall be immune from civil liability if the proximate cause of the injury or damages was:

(4) An alteration, modification, or repair of liquefied petroleum gas equipment that could not have been discovered by the liquefied petroleum gas provider in the exercise of reasonable care; or

(5) The use of liquefied petroleum gas equipment in a manner or for a purpose other than that for which the liquefied petroleum gas equipment was intended to be used or for which could reasonably have been foreseen, provided that the liquefied petroleum gas provider or the manufacturer of the liquefied petroleum gas equipment has taken reasonable steps to warn the ultimate consumer of the hazards associated with foreseeable misuses of the liquefied petroleum gas equipment.

(d) Nothing in this Code section shall be construed as affecting, modifying, or eliminating the liability of a manufacturer of liquefied petroleum gas equipment or its employees or agents under any legal claim, including but not limited to product liability claims.

Indiana – 34-31-11.2-2 Assumption of risk

Sec. 2. If:

(1) a person:

(A) modifies, repairs, or materially alters:

(i) liquefied petroleum gas equipment; or

(ii) a liquefied petroleum gas appliance;

without the knowledge and consent of the provider of the liquefied petroleum gas used in the equipment or appliance; or

(B) uses the:

(i) liquefied petroleum gas equipment; or

(ii) liquefied petroleum gas appliance;

in a manner or for a purpose other than that for which the equipment or appliance was reasonably intended; and

(2) the person or another person suffers bodily injury or property damage because of an action taken by the person as described in subdivision (1)(A) or (1)(B); the person is considered to have assumed the risk of causing the bodily injury or property damage because of the action taken by the person under subdivision (1)(A) or (1)(B).

Sec. 3. The provider of the liquefied petroleum gas that was used in:

(1) liquefied petroleum gas equipment; or

(2) a liquefied petroleum gas appliance;

involved in causing bodily injury or property damage described in section 2(2) of this chapter has an affirmative defense in any action brought against the provider if a person assumed the risk of causing the bodily injury or property damage described in section 2(2) of this chapter because of an action taken by the person under section 2(1)(A) or 2(1)(B) of this chapter.

Iowa - I.C.A. § 101.14: Action for damages--evidence--user conduct

(1) In any action or claim seeking damages for personal injuries or damage to property arising out of injuries or loss due to defects in a liquefied petroleum gas system, or arising out of the condition of any portion of that system, the negligence or other fault of the customer, owner, or other person in possession of or making use of that system relating to the installation, modification, maintenance, or repair of the system or damage incurred to the system shall be admissible in evidence and considered by the finder of fact if such conduct was a cause in fact of the accident or condition leading to the injuries or damages.

(2) For purposes of this section, "liquefied petroleum gas system" means any container designed to hold liquefied petroleum gas and attached valves, regulators, piping, appliances, controls on appliances, and venting of appliances.

Kansas – K.S.A. § 55-1809: Damages; comparative negligence and liability.

(f) In any action brought against a liquefied petroleum gas marketer for personal injury or property damage, an end retail user's damages shall be reduced by the comparative negligence of the end retail user or any third party to the extent the action of the end retail user or the third party contributed to cause the personal injury or property damage, including, but not limited to, the end retail user's or third party's: Modification, repair, service or alteration of the end retail user's liquefied petroleum gas system; or (2) failure to conduct a leak check or inspection of the liquefied petroleum gas system after any modification, repair, service or alteration of the end retail user's system.

(g) Nothing in this act is intended to limit any claim or defense that an act of an end retail user, third party, marketer or other person or entity contributed to cause the personal injury or property damage.

(h) In any action brought against a liquefied petroleum gas marketer for personal injury or property damage, evidence of the marketer's compliance or noncompliance with this act shall be admissible as evidence to support a claim or defense to the extent such evidence is relevant to the cause of the personal injury or property damage.

(i) Nothing in this act is intended to limit the liability of any individual, licensee, or liquefied petroleum gas marketer for any damages that arise from any reckless or intentional act of such individual, licensee or liquefied petroleum marketer.

Kentucky – K.R.S. § 234.175: Certification of equipment installation; compliance with administrative regulations and manufacturer's instructions; immunity from liability; exception

* * *

(5) A person licensed under this chapter or an agent or employee of the person shall not be liable for civil damages for injury to persons or property that result from

the installation, alteration, modification, maintenance, or repair of a gas-consuming appliance, equipment, or component by a person other than the licensee or the licensee's agent or employee.

(6) (a) Except as provided in paragraph (b) of this subsection, a person licensed under this chapter or the licensee's agent or employee who provides gas to an end user shall not be liable for civil damages for injury to persons or property that result from the installation, alteration, modification, maintenance, or repair of the gas-consuming appliance, equipment, or component if the installation, alteration, modification, maintenance, or repair is done without the actual knowledge and consent of the licensee or the licensee's agent or employee.

(6)(b) A person licensed under this chapter or his or her agent or employee shall not be exempt from liability for civil damages under paragraph (a) of this subsection if the person or his or her agent or employee is negligent or acts intentionally, and the negligence or intentional act causes or partially causes injury or damage.

Louisiana – L.S.A. – RS 40:1846: Rules and regulations of commission; exceptions; reporting; data sharing; permit requirements; penalties; liability

B. (3) The rules and regulations shall provide that a dealer shall not serve any liquefied petroleum gas system which the dealer knows is improperly installed or in a dangerous condition. The rules and regulations shall require the following provisions relative to liquefied petroleum gas systems:

(a) In the interest of safety and for the protection of life and property, any end user who authorizes the maintenance and/or repair, installation, adjustment, and servicing of a liquefied petroleum gas system in the state of Louisiana shall insure that any person, firm, or corporation that may be employed and/or authorized to make such repairs has a current permit or registration and cards of competency from the Louisiana Liquefied Petroleum Gas Commission to perform maintenance and/or repair, installation, adjustment and/or servicing of that system.

(b) Any end user authorizing any action listed in R.S. 40:1846(B)(3)(a),

where such actions are completed by any person, firm, or corporation other than the liquefied petroleum gas dealer who normally services the liquefied petroleum gas system, shall notify, as soon as possible, the servicing dealer authorized to service the affected liquefied petroleum gas system. This notification shall include:

- (i) Name of the person, firm, or corporation that performed the service.
 - (ii) Actions taken to the affected liquefied petroleum gas systems such as adding piping, space heaters, and other such appliances. The end user shall make the described notification within five working days after completion of the action or before the liquefied petroleum gas system is next serviced with liquefied petroleum gas, whichever occurs first.
- (c) It is unlawful for any person, firm, or corporation to repair, install, adjust, and/or service any liquefied petroleum gas system without meeting the requirements of the Louisiana Liquefied Petroleum Gas Commission.

* * *

H. It shall be an affirmative defense to an action against any person engaged in this state in the business of selling at retail, supplying, handling, or transporting liquefied petroleum gas that an alleged injury, damage, or loss was caused by either of the following:

- (1) The alteration, modification, or repair of liquefied petroleum gas equipment or a liquefied petroleum gas appliance if the alteration, modification, or repair was done without the knowledge of the liquefied petroleum gas seller, supplier, handler, or transporter.
- (2) The use of liquefied petroleum gas equipment or a liquefied petroleum gas appliance in a manner or for a purpose other than that for which the equipment or appliance was intended and that purpose could not reasonably have been expected.

Case citations:

S&P Invs., LLC v. Nguyen, 319 So. 3d 864, 2020-0602 (La. App. 1 Cir. 1/25/21)(summary judgment affirmed because there was no evidence that dealer

knew of any dangerous condition, unauthorized change, or alteration of propane equipment.

Michigan – MI ST 600.2977. Liquefied petroleum gas business; liability; exception

(1) A liquefied petroleum gas business is not liable for damages for personal injury, death, or property damage arising from the sale, supplying, handling, transportation, or delivery of liquefied petroleum gas if both of the following apply:

(a) The sale, supplying, handling, transportation, or delivery of the liquefied petroleum gas was either of the following:

(i) In compliance with all of the following:

(A) Rules promulgated under section 3c of the fire prevention code, 1941 PA 207, MCL 29.3c.

(B) Section 2 of 1959 PA 241, MCL 429.112.

(C) Rules promulgated under the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

(ii) Not in compliance with the statute and rules identified in subparagraph (i), but the failure to comply was not a proximate cause of the personal injury, death, or property damage.

(b) The personal injury, death, or property damage was caused by either of the following:

(i) The alteration, modification, or repair of liquefied petroleum gas equipment or a liquefied petroleum gas appliance, unless the alteration, modification, or repair was with the knowledge or consent of the liquefied petroleum gas business.

(ii) The use of liquefied petroleum gas equipment or a liquefied petroleum gas appliance in a manner or for a purpose other than the manner in which or purpose for which the equipment or appliance was intended to be used, unless the use could reasonably have been expected by the liquefied petroleum gas business.

(2) The protection from liability provided by subsection (1) does not apply to a manufacturer of liquefied petroleum gas equipment.

(3) As used in this section:

(a) “Liquefied petroleum gas business” means a person who is engaged primarily in the business of selling at retail, supplying, handling, or transporting liquefied petroleum gas.

(b) “Person” means an individual, partnership, corporation, association, governmental entity, or other legal entity.

Mississippi – Miss. Code Ann. §75-57-47: Installation of systems

(1) From and after the effective date of this chapter, any installer or other person who shall install, connect, alter, extend, change or repair any liquefied compressed gas or compressed natural gas system, container or appliance whatsoever, or who shall install, connect, change, extend, alter or repair any piping or fitting connected with or attached to any liquefied compressed gas or compressed natural gas container, system or appliance shall, within fifteen (15) days after the completion thereof, give notice to the State Liquefied Compressed Gas Board, in writing, on forms to be provided by the State Liquefied Compressed Gas Board, that such installation, connection, alteration, extension, change or repair has been made, which notice shall give full details with reference thereto, and shall give the name of the person at whose order same was made, and the name of the installer, as provided in this chapter, under whose supervision the installation, alteration, etc., was made and the address of the premises upon which same was made. Any person who shall install, connect, alter, extend, change or repair any liquefied compressed gas or compressed natural gas system, container or appliance, or any piping or fitting connected or attached thereto, without giving notice to the State Liquefied Compressed Gas Board as provided herein shall be subject to the sanctions set out in this chapter.

(3) ***

All liquefied petroleum gas carburetion systems and natural gas carburetion systems shall be installed by an installer, or automobile manufacturer, or be inspected by a representative of the State Liquefied Compressed Gas Board or Commissioner of Insurance when not installed by such qualified installer or manufacturer.

No person may, for a fee, install liquefied petroleum or natural gas carburetion systems unless such person holds a license as an installer issued by the State Liquefied Compressed Gas Board.

Any person who operates a vehicle on which a liquefied petroleum or natural gas carburetion system has been installed by a person other than an installer shall apply to the State Liquefied Compressed Gas Board for inspection of such installation within fifteen (15) days of such installation. No distributor of liquefied petroleum or natural gas, or any other person, shall fill or cause to be filled any such system which has not been inspected as required by this chapter.

(4) No distributor of liquefied compressed gas, or other person, shall fill, cause to be filled, or permit to be filled, any container or system unless the installation, alteration, extension, connection, change and repair thereof, and of all appliances connected and used therewith, and of all pipings and fittings connected or attached thereto, shall have first been inspected and approved by an inspector of the State Liquefied Compressed Gas Board or Commissioner of Insurance or installed or altered by an installer as described in this chapter, and unless there is exhibited to such distributor or other person the approval of the inspector or installer provided for in the foregoing paragraphs; nor shall any person turn on or use such systems, containers, appliances, piping or fittings until same have been so inspected and approved, and such approval is exhibited to him. Any person who shall violate the provisions of this subsection, after a duly called hearing before the State Liquefied Compressed Gas Board, may have his license suspended or revoked.

Missouri – RSMo. § 323.060: Retail distributors to be registered--nonresidents to comply-- public utility company operations exempt

1. No person or company shall engage in this state in the business of selling at retail of liquefied petroleum gas or in the business of handling or transportation of liquefied petroleum gas over the highways of this state without having first registered with the commission. Registration must be in the appropriate class as determined by the director.

2. No person or company shall engage in this state in the business of installing, modifying, repairing, or servicing equipment and appliances for use with liquefied petroleum gas without having first registered with the commission. Registration must be in the appropriate classes as determined by the director.

4. No person registered pursuant to this section and engaged in this state in the business of selling at retail of liquefied petroleum gas or in the business of handling or transportation of liquefied petroleum gas over the highways of this state shall be liable for actual or punitive civil damages for injury to persons or property that result from any occurrence caused by the installation, modification, repair, or servicing of equipment and appliances for use with liquefied petroleum gas by any other person unless such registered person had received written notification or had other actual knowledge of such installation, modification, repair, or servicing of equipment and appliances and failed to inspect such installation, modification, repair, or servicing of equipment and appliances within thirty days after receipt of such notice or actual knowledge.

5. Nothing in this section is intended to limit the liability of any person for any damages that arise directly from the gross negligence or willful or wanton acts of such person.

7. Persons who only sell liquefied petroleum gas in containers having a capacity of fifty pounds or less that have been filled by another person registered under this chapter are exempt from the provisions of this chapter.

Cited but not applied in *Allen v. Titan Propane, LLC*, 484 S.W.3d 902 (Mo. App. S.D. 2016) and *Wilmes v. Consumers Oil Company of Maryville*, 473 S.W.3d 705. (Mo.App. W.D. 2015).

Nebraska – 57-517. Liquefied petroleum gas vapor service system; container warning label; affixed by provider; limitation on liability.

- (1) The Legislature finds it is necessary that a leak check be performed following an interruption of service of a liquefied petroleum gas vapor service system to ensure safe and proper operation. Further, the Legislature finds that a leak check must be performed by a qualified service technician.
- (2) It is the intent of the Legislature to create a mechanism that will educate users of liquefied petroleum gas of the requirements for a leak check when an interruption of service occurs.
- (3) For purposes of this section:
 - (a) Interruption of service means the gas supply to a liquefied petroleum gas vapor service system is turned off;
 - (b) Leak check means an operation performed on a complete liquefied petroleum gas piping system and the connection equipment to verify that the liquefied petroleum gas vapor service system does not leak;
 - (c) Liquefied petroleum gas provider means any person or entity engaged in the business of supplying, handling, transporting, or selling at retail liquefied petroleum gas in this state; and
 - (d) Liquefied petroleum gas vapor service system means an installation with a maximum operating pressure of one hundred twenty-five pounds per square inch or less and includes, but is not limited to, the container assembly, pressure regulator or regulators, piping system, gas utilization equipment and components thereof, and venting system in residential, commercial, or institutional installations. Liquefied petroleum gas vapor service system does not include:
 - (i) Portable liquefied petroleum gas appliances and equipment of all types that are not connected to a fixed-fuel piping system;

(ii) Farm appliances and equipment in liquid service, including, but not limited to, brooders, dehydrators, dryers, and irrigation equipment;

(iii) Liquefied petroleum gas equipment for vaporization, gas mixing, and gas manufacturing.

(iv) Liquefied petroleum gas piping for buildings under construction or renovations that is not to become part of the permanent building piping system, such as temporary fixed piping for building heat; or

(v) Fuel gas system engines, including, but not limited to, tractors, mowers, trucks, and recreational vehicles.

(4) The liquefied petroleum gas provider shall affix a container warning label on each tank supplying liquefied petroleum gas to a liquefied petroleum gas vapor service system. The container warning label shall be affixed near the tank shutoff.

(5) The container warning label required by subsection (4) of this section shall include this warning:

WARNING: Do Not Open Container Shutoff Valve! If this valve is turned off for any reason, the National Fuel Gas Code (NFPA 54) requires a leak check of the system serviced by the container at the time the valve is turned back on. The leak check must be conducted by a qualified service technician. **Do Not Attempt To Open The Valve Yourself!** Failure to follow this warning may result in the ignition of leaking gas, causing serious and potentially fatal injury, fire, or explosion.

The container warning label shall include the statutory reference to this section.

(6) If the container warning label is affixed near the tank shutoff as required by subsection (4) of this section and the liquefied petroleum gas vapor service system is turned on prior to a leak check by a qualified service technician approved by the liquefied petroleum gas provider, the liquefied petroleum gas provider shall not be liable for any damage, injury, or death if the proximate cause of the damage, injury, or death was the negligence of a person or persons other than the liquefied petroleum gas provider.

New Jersey N.J. Stat. Ann. § 2A:62A-5. Persons providing assistance in a liquefied petroleum gas or liquefied natural gas accident or emergency; immunity from liability

Notwithstanding any provisions of law to the contrary, no person who provides assistance, free of charge except for reimbursement of expenses, upon request of any police agency, fire company, first aid, rescue or emergency squad or other agency or unit of government in the event of an accident or other emergency situation involving the use, handling, transportation, transmission or storage of liquefied petroleum gas or liquefied natural gas shall be liable in any civil action for damages as a result of his acts of commission or omission arising out of and in the course of his rendering assistance in good faith. Nothing herein shall be deemed to grant immunity to any person causing such accidents or emergency situations or any damage resulting therefrom in the course of his business activities or to persons who by a willful, wanton or grossly negligent act of commission or omission cause damage in responding to such accidents and emergency situations.

As used in this act, "person" means an individual, firm or corporation with knowledge and training in the storage, handling, transportation, operation and utilization of liquefied petroleum gas or liquefied natural gas.

New York – McKinney's Civil Rights Law § 79-k: Civil immunity for certain persons assisting in emergency situations

1. Any person who voluntarily and without the expectation of monetary compensation provides assistance in the event of an accident or other emergency situation involving the use, handling, transportation, transmission or storage of compressed gases and/or liquefied petroleum gases shall not be liable for any civil damages for injuries resulting from any act of commission or omission on his part in the course of his rendering such assistance unless it is established that such injuries were caused by gross negligence on the part of such person.
2. Nothing in this section shall be deemed to relieve any person from liability for civil damages (a) where the accident or emergency referred to in subdivision one of this section involved his own facilities or equipment or (b) resulting from any act of

commission or omission on his part in the course of providing care or assistance in the normal and ordinary course of his own business or profession.

3. For purposes of this section, the term “gross negligence” means reckless, willful, wanton or intentional misconduct.

North Carolina - N.C.G.S.A. § 119-62: Liquefied petroleum gas dealers and their employees, agents, subcontractors; liability limitations

(a) A dealer shall not be liable for any civil damages resulting from any act or failure to act if the alleged injury, damage, or loss claimed in the action was caused by any one or more of the following:

(1) The installation, alteration, modification, or repair of liquefied petroleum gas equipment or a liquefied petroleum gas appliance by a person, other than the dealer, and the installation, alteration, modification, or repair was done without the knowledge and consent of the dealer.

(2) The use of liquefied petroleum gas equipment or a liquefied petroleum gas appliance by a person, other than the dealer, in a manner or for a purpose other than that for which the equipment or appliance was intended, and the use of the equipment or appliance in a manner or for a purpose other than that for which the equipment or appliance was intended took place without the knowledge and consent of the dealer.

(3) The installation of liquefied petroleum gas equipment or a liquefied petroleum gas appliance by a person, other than the dealer, in a manner not in accordance with the instructions of the manufacturer of the equipment or appliance or in a manner not in accordance with rules adopted under this Article, and the installation of the equipment or appliance in a manner not in accordance with the instructions of the manufacturer of the equipment or appliance or in a manner not in accordance with rules adopted under this Article took place without the knowledge and consent of the dealer.

(b) Nothing in this section alters a dealer's duty to exercise reasonable care.

(c) As used in this section, “dealer” means dealer as defined in [G.S. 119-54](#) and any

employee, agent, and subcontractor of the dealer.

N.C.G.S.A. § 119-60: Liquefied petroleum gas accidents; liability limitations

Any person who provides assistance upon request of any police agency, fire department, rescue or emergency squad, or any governmental agency in the event of an accident or other emergency involving the use, handling, transportation, transmission or storage of liquefied petroleum gas, when the reasonably apparent circumstances require prompt decisions and actions, shall not be liable for any civil damages resulting from any act of commission or omission on his part in the course of his rendering such assistance unless such acts or omissions amount to willful or wanton negligence or intentional wrongdoing. Nothing in this section shall be deemed or construed to relieve any person from liability for civil damages (a) where the accident or emergency referred to above involved his own facilities or equipment or (b) resulting from any act of commission or omission on his part in the course of providing care or assistance in the normal and ordinary course of conducting his own business or profession, nor shall this section be construed to relieve from liability for civil damages any other tortfeasor not referred to herein. When the assistance takes the form of rendering first aid or emergency health care treatment, questions of liability shall be governed by G.S. 90-21.14.

North Dakota -NDCC, 32-03-57: Liquefied petroleum gas dealers immunity from civil liability

1. Any person engaged in this state in the business of selling at retail, supplying, handling, or transporting liquefied petroleum gas is immune from civil liability if the direct cause of any loss, damage, or injury was caused by the alteration, modification, or repair of liquefied petroleum gas equipment or a liquefied petroleum gas appliance if the alteration, modification, or repair was done without the knowledge and consent of the liquefied petroleum gas seller, supplier, handler, or transporter or was completed by a person not certified to repair the equipment or appliance.
2. This section applies only to fixed liquefied petroleum gas fuel systems.
“Fixed liquefied petroleum gas fuel system” means an installation with a maximum

operating pressure of one hundred twenty-five pounds per square inch [861.84 kilopascal] or less and includes the container assembly, pressure regulator, piping system, gas utilization equipment and components, and venting system in residential, commercial, or institutional installations.

Oklahoma – 52 Okl.St. Ann. § 420.3A: Liability of sellers, suppliers, handlers, or transporters of liquified petroleum gas

A. A person is not liable for damages and no legal action shall be commenced or maintained against such person engaged in this state in the business of selling at retail, supplying, handling, or transporting liquefied petroleum gas if the alleged injury, damage, or loss was caused by:

1. The alteration, modification, or repair of liquefied petroleum gas equipment, containers, or a liquefied petroleum gas appliance if the alteration, modification, or repair was done without the knowledge and consent of the liquefied petroleum gas seller, supplier, handler, or transporter; and

2. The liquefied petroleum gas equipment, containers, or a liquefied petroleum gas appliance being used in a manner or for a purpose other than that for which the equipment or appliance was intended.

B. This section shall apply only to a person who complies with the approved standards and rules as outlined in subsection E of Section 420.3 of this title and who has not acted in a grossly negligent or willful and wanton manner.

Rhode Island - RI ST § 23-28.20-12: Immunity from civil liability--Persons assisting

Notwithstanding any provisions of law to the contrary, no person who without remuneration provides assistance upon request of any police agency, fire company, first aid, rescue, or emergency squad, or other agency or unit of government in the event of an accident or other emergency situation involving the use, handling, transportation, transmission, or storage of liquefied petroleum gas shall be liable in any civil action to respond in damages as a result of his or her acts of commission or omission arising out of and in the course of his or her rendering in good faith any assistance. Nothing herein shall

be deemed to grant any immunity to any person who caused the accident or other emergency situation, or to any other person causing damage as a result of his or her willful or wanton act of commission or omission.

South Carolina - SC ST §15-3-690: Immunity from civil liability for liquefied petroleum gas dealers; definitions; scope

(A) As used in this subsection, the following definitions apply:

(1) “System” or “systems” means assembly of equipment consisting of the container and any device that is connected to the container for the utilization of liquefied petroleum gas.

(2) “Dealer” means a person engaging in the installation of liquefied petroleum gas systems or in the manufacture, distribution, sale, storing, or transporting by tank truck, tank trailer, or container of liquefied petroleum gases or engaging in installing, servicing, repairing, adjusting, disconnecting, or connecting appliances to liquefied petroleum gas systems and containers.

(3) “Liquefied petroleum gas” means material composed predominately of hydrocarbons or mixtures of hydrocarbons, including propane, propylene, butanes (normal butane or isobutane), and butylenes.

(B) A liquefied petroleum gas dealer shall be immune from civil liability if the proximate cause of the injury or damage was:

(1) an alteration, modification, or repair of the liquefied petroleum gas system or gas burning appliance that could not have been discovered by the liquefied petroleum gas dealer in the exercise of reasonable care; or

(2) the use of the liquefied petroleum gas system or gas burning appliance in a manner or for a purpose other than that for which the liquid petroleum gas system or gas burning appliance was intended to be used or for which could reasonably have been foreseen, provided that the liquefied petroleum gas dealer or the manufacturer of the liquefied petroleum gas system or gas burning appliance took reasonable steps to warn the ultimate consumer of the hazards associated with foreseeable misuses of the liquefied petroleum gas system or gas burning

appliance.

(C) Nothing in this subsection shall be construed as affecting, modifying, or eliminating the liability of a manufacturer of the liquefied petroleum gas system or gas burning appliance, or its employees or agents from any other legal claim, including, but not limited to, product liability claims.

(D) Nothing in this subsection shall apply to a cylinder exchange company as defined pursuant to Section 40-82-20(3) or a reseller as defined pursuant to Section 40-82-20(7).

South Dakota SDCL § 34-39-16: Liquefied petroleum gas equipment and appliances--Product for purpose of certain liability provision.

Any liquefied petroleum gas equipment utilized in the storage or use of liquefied petroleum gas or any liquefied petroleum gas appliance is considered to be a product for the purposes of § 20-9-10.^

^SDCL § 20-9-10. Product's manufacturer, assembler, or seller immune from strict liability for injury caused by certain alterations or modifications

No manufacturer, assembler, or seller of a product may be held liable for damages for personal injury, death, or property damage sustained by reason of the doctrine of strict liability in tort based on a defect in a product, or failure to warn or protect against a danger or hazard in the use or misuse of such a product, or failure to properly instruct in the use or misuse of such product, where a proximate cause of the injury, death, or damage was an alteration or modification of such product made under all of the following circumstances:

- (1) The alteration or modification was made subsequent to the manufacture, assembly, or sale of the product;
- (2) The alteration or modification altered or modified the purpose, use, function, design, or manner of use of the product from that originally designed, tested, or intended by the manufacturer, assembler, or seller; and
- (3) It was not foreseeable by the manufacturer, assembler, or seller of the

product that the alteration or modification would be made, and, if made, that it would render the product unsafe.

Tennessee – T.C.A. §29-34-207 Liquefied petroleum gas; tort liability

- (1) As used in this section, unless the context otherwise requires:
 - (1) "Liquefied petroleum gas equipment" means storage vessels, piping, liquefied petroleum gas appliances, or any other item that is installed by a liquefied petroleum gas provider; and
 - (2) "Liquefied petroleum gas provider" means any person or entity engaged in the business of supplying, handling, transporting, or selling at retail liquefied petroleum gas in this state.
- (m) A liquefied petroleum gas provider shall be immune from civil liability, if the proximate cause of the injury or damages was caused by:
 - (1) An alteration, modification, or repair of liquefied petroleum gas equipment that could not have been discovered by the liquefied petroleum gas provider in the exercise of reasonable care; or
 - (2) The use of liquefied petroleum gas equipment in a manner or for a purpose other than that for which the liquefied petroleum gas equipment was intended to be used or could reasonably have been foreseen; provided, that the liquefied petroleum gas provider or the manufacturer of the liquefied petroleum gas equipment has taken reasonable steps to warn the ultimate consumer of the hazards associated with foreseeable misuses of the liquefied petroleum equipment.
- (n) Nothing in this section shall be construed as affecting, modifying, or eliminating the liability of a manufacturer of liquefied petroleum gas equipment or its employees under any legal claim, including, but not limited to, product liability claims.

- (o) No defendant may allege or prove that a person or entity caused or contributed to causing a plaintiff's injuries, death, or other losses, unless the plaintiff could have maintained an action against the person.

Texas – V.T.C.A., Natural Resources Code § 113.301: Limitation of Liability of Licensed Installer or Servicer

A person is not liable for damages caused solely by a malfunction or the installation, modification, or improper operation of an LPG system that the person delivered for installation, installed, or serviced in a residential, commercial, or public building or in a motor vehicle if:

- (1) the person was licensed by the commission to perform the installation or service or was a registrant;
- (2) the delivery, installation, or service was performed in compliance with the safety rules and standards adopted by the commission;
- (3) the person has no control over the operation or use of the LPG system;
- (4) the person was not negligent; and
- (5) the person did not supply a defective product which was a producing cause of harm.

Texas – V.T.C.A., Natural Resources Code § 113.401: Notice Required

- (p) A person holding a license to install or repair an LPG system who sells, installs, or repairs an LPG system, piping or other equipment that is part of a system, or an appliance that is connected or attached to a system shall provide the following notice to the purchaser or owner of the system, piping or other equipment, or appliance:

WARNING: Flammable Gas. The installation, modification, or repair of an LPG system by a person who is not licensed or registered to install, modify, or repair an LPG system may cause injury, harm, or loss. Contact a person licensed or registered to install, modify, or repair an LPG system.

A person licensed to install or repair an LPG system may not be liable for damages caused by the modification of an LPG system by an unlicensed person except as otherwise provided by applicable law.

- (q) The commission shall adopt rules relating to the notice required by Subsection (a).

Utah –U.C.A. 1953 § 78B-4-510: Affirmative defense for liquified petroleum gas industry

(1) In any action for damages for personal injury, death, or property damage in which a seller, supplier, installer, handler, or transporter of liquified petroleum gas is named as a defendant, it shall be an affirmative defense to liability that:

(a) the equipment or appliance which caused the damage was altered or modified without the consent or knowledge of the seller, supplier, installer, handler, or transporter; or

(b) the equipment or appliance was used in a manner or for a purpose other than that for which it was intended.

(2) There is a rebuttable presumption that a seller, supplier, installer, handler, or transporter of liquified petroleum gas and the necessary equipment and appliances, licensed in accordance with Title 53, Chapter 7, Part 3, Liquified Petroleum Gas Act, has followed all applicable standards and procedures established by the Liquified Petroleum Gas Board.

Virginia – VA ST §8.01-225: Persons rendering emergency care, etc...

Any person who:

4. Provides assistance upon request of any police agency, fire department, emergency medical services agency, or governmental agency in the event of an accident or other emergency involving the use, handling, transportation, transmission, or storage of liquefied petroleum gas, liquefied natural gas, hazardous

material, or hazardous waste as defined in § 10.1-1400 or regulations of the Virginia Waste Management Board shall not be liable for any civil damages resulting from any act of commission or omission on his part in the course of his rendering such assistance in good faith.

Wisconsin – WI S T 101.16: Liquefied petroleum gas

* * *

(4) Requirements to provide information.

(a) The person actually performing the work of installing equipment utilizing liquefied petroleum gas for fuel purposes shall furnish the user of the equipment a statement, the form of which shall be prescribed by the department, showing that the design, construction, location, and installation of the equipment conforms with the rules promulgated by the department under this section.

(b)1. A person who owns, leases, or uses a propane gas system and who is a customer of a retailer shall notify the retailer of propane gas for the propane gas system of any interruption in the operation of the propane gas system due to the replacement, modification, repair, or servicing of the propane gas system by any person other than the retailer. The customer shall provide the notice at least 7 days in advance of the interruption in the operation of the propane gas system, except as provided in subd. 2. The retailer, or the person replacing, modifying, repairing, or servicing the propane gas system, shall perform a check for leaks or other defects in the propane gas system before placing the propane gas system back into operation in the manner required by rule.

(b)2. If the interruption of a propane gas system subject to subd. 1. is due to emergency repair or servicing, the customer shall provide the notice to the retailer as soon as possible and no later than 24 hours after the repair or servicing is completed.

(c) Each retailer filling a container that is part of a propane gas system shall provide written notice to each customer subject to par. (b) of the customer's duty under par. (b) before the retailer's first delivery of propane gas to that customer

and shall provide subsequent notices on an annual basis. The notice shall include all of the following information concerning the duty to notify under par. (b):

1. The name, address, and telephone number of the retailer.
2. The purpose of giving the notification to the retailer.
3. A description of the type of propane gas system that is subject to the notification requirement.
4. A description of the types of activities that constitute a replacement, modification, repair, or servicing of a propane gas system.
5. A copy of the provisions under s. 101.16(4)(b).