

CHAPTER 32-03 DAMAGES AND COMPENSATORY RELIEF

32-03-01. Damages for any injury. Every person who suffers detriment from the unlawful act or omission of another may recover from the person in fault a compensation therefor in money, which is called damages.

32-03-02. Detriment defined. Detriment is a loss or harm suffered in person or property.

32-03-03. Damages resulting after action commenced. Damages may be awarded in a judicial proceeding for detriment resulting after the commencement thereof or certain to result in the future.

32-03-04. Interest on damages. Every person who is entitled to recover damages certain or capable of being made certain by calculation, the right to recover which is vested in the person upon a particular day, also is entitled to recover interest thereon from that day, except for such time as the debtor is prevented by law or by the act of the creditor from paying the debt.

32-03-05. When interest in discretion of court or jury. In an action for the breach of an obligation not arising from contract and in every case of oppression, fraud, or malice, interest may be given in the discretion of the court or jury.

32-03-06. When accepting principal waives interest. Accepting payment of the whole principal as such waives all claim to interest, unless interest is provided for expressly in the contract.

32-03-07. When court or jury may give exemplary damages. Repealed by S.L. 1987, ch. 404, § 13, as amended by S.L. 1993, ch. 324, § 1.

32-03-08. When minor or incompetent subjected to exemplary damages. A minor or person of unsound mind cannot be subjected to exemplary damages unless at the time of the act the minor or person of unsound mind was capable of knowing that it was wrongful.

32-03-09. Measure of damages for breach of contract - Damages must be certain. For the breach of an obligation arising from contract, the measure of damages, except when otherwise expressly provided by the laws of this state, is the amount which will compensate the party aggrieved for all the detriment proximately caused thereby or which in the ordinary course of things would be likely to result therefrom. No damages can be recovered for a breach of contract if they are not clearly ascertainable in both their nature and origin.

32-03-09.1. Measure of damages for injury to property not arising from contract. The measure of damages for injury to property caused by the breach of an obligation not arising from contract, except when otherwise expressly provided by law, is presumed to be the reasonable cost of repairs necessary to restore the property to the condition it was in immediately before the injury was inflicted and the reasonable value of the loss of use pending restoration of the property, unless restoration of the property within a reasonable period of time is impossible or impracticable, in which case the measure of damages is presumed to be the difference between the market value of the property immediately before and immediately after the injury and the reasonable value of the loss of use pending replacement of the property. Restoration of the property shall be deemed impracticable when the reasonable cost of necessary repairs and the reasonable value of the loss of use pending restoration is greater than the amount by which the market value of the property has been diminished because of the injury and the reasonable value of the loss of use pending replacement.

32-03-09.2. Liability for willful damages to property. Any person convicted of criminal mischief shall be responsible for the actual damages to real and personal property and such damages may be recovered in a civil action in a court of competent jurisdiction. Additionally, any

minor against whose parents a judgment may be entered pursuant to section 32-03-39 for damages resulting from action of the minor, shall be jointly and severally liable with the parents of the minor for such action up to the maximum amount provided in section 32-03-39 and solely liable for any damages over that amount. Any judgment rendered pursuant to this section shall not be discharged in bankruptcy and shall not be subject to the statutes of limitations provided in chapter 28-01, nor shall such judgment be canceled pursuant to section 28-20-35.

32-03-10. Damages for breach of obligation to pay money. The detriment caused by the breach of an obligation to pay money only is deemed to be the amount due by the terms of the obligation, with interest thereon.

32-03-11. Damages for breach of covenants in grants. The detriment caused by the breach of a covenant of seizin, of right to convey, of warranty, or of quiet enjoyment, in a grant of an estate in real property, is deemed to be:

1. The price paid to the grantor, or if the breach is partial only, such proportion of the price as the value of the property affected by the breach bore at the time of the grant to the value of the whole property.
2. Interest thereon for the time during which the grantee derived no benefit from the property, not exceeding six years.
3. Any expense properly incurred by the covenantee in defending the covenantee's possession.

32-03-12. Damages for breach of covenant against encumbrances. The detriment caused by the breach of a covenant against encumbrances in a grant of an estate in real property is deemed to be the amount which has been expended actually by the covenantee in extinguishing either the principal or interest thereof, not exceeding in the former case a proportion of the price paid to the grantor, equivalent to the relative value at the time of the grant of the property affected by the breach as compared with the whole, or, in the latter case, interest on a like amount.

32-03-13. Damages for breach of agreement to convey realty. The detriment caused by the breach of an agreement to convey an estate in real property is the difference between the price agreed to be paid and the value of the estate agreed to be conveyed at the time of the breach and the expenses properly incurred in examining the title, and in preparing to enter upon the land, and the amount paid on the purchase price, if any, with interest thereon from the time of the breach.

32-03-14. Damages for breach of agreement to buy realty. The detriment caused by the breach of an agreement to purchase an estate in real property is deemed to be the excess, if any, of the amount which would have been due to the seller under the contract over the value of the property.

32-03-15. Damages for breach of carrier's obligation to accept freight, messages, or passengers. The detriment caused by the breach of a carrier's obligation to accept freight, messages, or passengers is deemed to be the difference between the amount which the carrier had a right to charge for the carriage and the amount it would be necessary to pay for the same service when it ought to be performed.

32-03-16. Damages for breach of carrier's obligation to deliver freight. The detriment caused by the breach of a carrier's obligation to deliver freight, when the carrier has not converted it to the carrier's own use, is deemed to be the value thereof at the place and on the day at which it should have been delivered, deducting the freightage to which the carrier would have been entitled if the carrier had completed the delivery.

32-03-17. Damages for carrier's delay. The detriment caused by a carrier's delay in the delivery of freight is deemed to be the depreciation in the intrinsic value of the freight during

the delay and also the depreciation, if any, in the market value thereof, otherwise than by reason of a depreciation in the intrinsic value, at the place where it ought to have been delivered between the day at which it ought to have been delivered and the day of its actual delivery.

32-03-18. Damages for breach of warranty of agent's authority. The detriment caused by the breach of a warranty of an agent's authority is deemed to be the amount which could have been recovered and collected from the agent's principal if the warranty had been complied with and the reasonable expenses of legal proceedings taken in good faith to enforce the act of the agent against the agent's principal.

32-03-19. Damages for breach of promise to marry. Repealed by S.L. 1997, ch. 51, § 40.

32-03-20. Measure of damages for tort. For the breach of an obligation not arising from contract, the measure of damages, except when otherwise expressly provided by law, is the amount which will compensate for all the detriment proximately caused thereby, whether it could have been anticipated or not.

32-03-21. Damages for wrongful occupation of realty. The detriment caused by the wrongful occupation of real property in cases not embraced in sections 32-03-22, 32-03-27, 32-03-28, and 32-03-29 is deemed to be the value of the use of the property for the time of such occupation, not exceeding six years next preceding the commencement of the action or proceeding to enforce the right to damages and the costs, if any, of recovering the possession.

32-03-22. Damages for willful detention of realty. For willfully holding over real property by a person who entered upon the same as guardian or trustee for an infant or by right of an estate terminable with any life or lives after the termination of the trust or particular estate without the consent of the party immediately entitled after such termination, the measure of damages is the value of the profits received during such holding over.

32-03-23. Damages for conversion of personalty. The detriment caused by the wrongful conversion of personal property is presumed to be:

1. The value of the property at the time of the conversion, with the interest from that time; or
2. When the action has been prosecuted with reasonable diligence, the highest market value of the property at any time between the conversion and the verdict, without interest, at the option of the injured party; and
3. A fair compensation for the time and money properly expended in pursuit of the property.

32-03-24. Presumption of damages cannot be repelled. The presumption declared by section 32-03-23 cannot be repelled in favor of one whose possession was wrongful from the beginning by that person's subsequent application of the property to the benefit of the owner without the owner's consent.

32-03-25. Damages recoverable by lienholder. One having a mere lien on personal property cannot recover greater damages for its conversion from one having a superior right thereto after the lien is discharged than the amount secured by the lien and the compensation allowed by section 32-03-23 for loss of time and expenses.

32-03-26. Damages for seduction. Repealed by S.L. 1997, ch. 51, § 40.

32-03-27. Damages for tenant's failure to surrender premises. For the failure of a tenant to give up the premises held by the tenant, when the tenant has given notice of intention to do so, the measure of damages is double the rent which the tenant otherwise ought to pay.

32-03-28. Damages for tenant's willful holding over. For willfully holding over real property by a tenant, after the end of the term and after notice of intention to evict has been duly given and demand of possession made, the measure of damages is double the yearly value of the property for the time of withholding, in addition to compensation for the detriment occasioned thereby.

32-03-29. Damages for forcible exclusion from realty. For forcibly ejecting or excluding a person from the possession of real property, the measure of damages is three times such a sum as would compensate for the detriment caused to the person by the act complained of.

32-03-30. Damages for wrongful injuries to timber. For wrongful injuries to timber, trees, or underwood upon the land of another, or removal thereof, the measure of damages is three times such a sum as would compensate for the actual detriment, except when the trespass was casual and involuntary or committed under the belief that the land belonged to the trespasser, or when the wood was taken by the authority of highway officers for the purposes of a highway. In such a case the damages are a sum equal to the actual detriment.

32-03-31. What value of property to seller deemed to be. In estimating damages, the value of property to a seller thereof is deemed to be the price which the seller could have obtained therefor in the market nearest to the place at which it should have been accepted by the buyer and at such time after the breach of the contract as would have sufficed with reasonable diligence for the seller to effect a resale.

32-03-32. What value of property to buyer or owner deemed to be. In estimating damages, except as provided by sections 32-03-33 and 32-03-34, the value of property to a buyer or owner thereof deprived of its possession is deemed to be the price at which the buyer or owner might have bought an equivalent thing in the market nearest to the place where the property ought to have been put into such person's possession, and at such time after the breach of duty upon which that person's right to damages is founded as would suffice with reasonable diligence for that person to make such a purchase.

32-03-33. When peculiar value to person deemed value. When certain property has a peculiar value to a person recovering damages for deprivation thereof or injury thereto, that value may be deemed to be its value against one who had notice thereof before incurring a liability to damages in respect thereof or against a willful wrongdoer.

32-03-34. Value of title papers. For the purpose of estimating damages, the value of an instrument in writing is presumed to be equal to that of the property to which it entitles its owner.

32-03-35. Damages prescribed by this chapter exclude exemplary damages. The damages prescribed by this chapter are exclusive of exemplary damages and interest except when those are mentioned expressly.

32-03-36. Recovery not more than gained by performance. Notwithstanding the provisions of this chapter, no person can recover a greater amount in damages for the breach of an obligation than the person could have gained by the full performance thereof on both sides, except in the cases wherein exemplary damages or penal damages are authorized, and in the case specified in section 36-21-13.

32-03-37. Damages must be reasonable. Damages in all cases must be reasonable, and when an obligation of any kind appears to create a right to unconscionable and grossly oppressive damages contrary to substantial justice, no more than reasonable damages can be recovered.

32-03-38. Nominal damages. When a breach of duty has caused no appreciable detriment to the party affected, the party may recover nominal damages.

32-03-39. Parental responsibility for minor children - Recovery limitations. Any municipal corporation, county, township, school district, or department of the state of North Dakota, or any person, partnership, corporation, limited liability company, association, or religious organization, whether incorporated or unincorporated, shall be entitled to recover damages in a civil action in an amount not to exceed one thousand dollars in a court of competent jurisdiction from the parents of any minor, living with a parent, who shall maliciously or willfully destroy property, real, personal, or mixed, belonging to such municipal corporation, county, township, school district, or department of the state of North Dakota, or person, partnership, corporation, limited liability company, association, or religious organization.

Recovery shall be limited to actual damages in an amount not to exceed one thousand dollars, in addition to taxable court costs.

32-03-40. Emergency treatment by firemen, policemen, or peace officers. Any fireman, policeman, or peace officer who in good faith renders emergency care at the scene of an emergency in this state shall be expected to render only such emergency care as in such person's judgment is at the time indicated and shall not be liable for any civil damages for acts or omissions done in the person's good faith judgment except for damages occasioned by wanton acts of misconduct or negligence in rendering such emergency care.

32-03-41. Immunity for mitigating hazardous materials discharge - Exceptions. A person who assists or advises in mitigating or attempting to mitigate the effects of an actual or threatened discharge, leakage, seepage, or other release of materials or substances designated or defined as hazardous by any state or federal law or the rules and regulations of any state or federal entity, or in preventing, cleaning up, or disposing of or in attempting to prevent, cleanup, or dispose of any such discharge, leakage, seepage, or other release is not subject to any civil liability or penalty. This section does not apply to damages caused by that person's gross negligence or reckless, wanton, or intentional misconduct, nor does this section apply to any person whose act or omission caused the actual or threatened discharge, leakage, seepage, or other release and who would otherwise be liable therefor, or to any person who receives compensation other than reimbursement for out-of-pocket expenses for services in rendering such assistance or advice.

32-03-42. Limited liability for gratuitous health care provided amateur athletes. Any person licensed to provide health care services in this state who in good faith voluntarily provides a health care service without compensation or the expectation of compensation for amateur athletes, or at an amateur athletic event, is not liable for any damages resulting from any act or omission in the rendering of that care including the failure to arrange for further treatment or care. This section may not be construed to relieve the person of liability for injury or death of the person receiving the health care service proximately resulting from the intoxication, willful misconduct, or gross negligence of the person rendering the care.

32-03-43. Wrongful life action prohibited - Definition. No person may maintain a claim for relief or receive an award for damages on that person's own behalf based on the claim that, but for the act or omission of another, that person would have been aborted. As used in this section "abortion" means the termination of human pregnancy with an intention other than to produce a live birth or to remove a dead embryo or fetus.

32-03-44. Immunity of officers, directors, and trustees of nonprofit organizations. Any person who serves as a director, officer, or trustee of a nonprofit organization that is, or would qualify as a nonprofit organization that is, described in paragraphs 3, 4, 5, 6, 7, 10, and 19 of section 501(c) of the Internal Revenue Code of 1954 as amended [26 U.S.C. 501(c)(3), (4), (5), (6), (7), (10), and (19)], is immune from civil liability for any act or omission resulting in damage or injury if at the time of the act or omission all of the following are met:

1. The officer, director, or trustee was acting in good faith and in the scope of that person's official duties as a director, officer, or trustee of the nonprofit organization.

2. The act or omission did not constitute willful misconduct or gross negligence on the part of the officer, director, or trustee.
3. The officer, director, or trustee did not receive or expect to receive reimbursement for or payment of expenses in excess of two thousand dollars per year for expenses actually incurred as a result of providing services as a director, officer, or trustee of the nonprofit organization and did not receive or expect to receive compensation or anything in lieu of compensation as payment for services provided as a director, officer, or trustee of the nonprofit organization.

32-03-45. Immunity of volunteers providing services for nonprofit organizations.

Except as provided in section 32-03-46, any person who, on a volunteer basis, provides services or performs duties on behalf of a nonprofit organization is immune from civil liability for any act or omission resulting in damage or injury if at the time of the act or omission all of the following are met:

1. The person who caused the damage or injury was acting in good faith and in the scope of that person's duties as a volunteer for the nonprofit organization.
2. The act or omission did not constitute willful misconduct or gross negligence.

This section does not grant immunity to any person causing damage as the result of the negligent operation of a motor vehicle.

32-03-46. Immunity of volunteer athletic coaches and officials.

1. Any person who provides services or assistance free of charge, except for reimbursement of expenses, as an athletic coach, manager, or official for a sports team which is organized or performing pursuant to a nonprofit or similar charter is immune from civil liability for any act or omission resulting in damage or injury to a player or participant if at the time of the act or omission all the following are met:
 - a. The person who caused the damage or injury was acting in good faith and in the scope of that person's duties for the sports team.
 - b. The act or omission did not constitute willful misconduct or gross negligence.
 - c. The coach, manager, or official had participated in a safety orientation and training program established by the league or team with which the person is affiliated.
2. This section does not grant immunity to:
 - a. Any person causing damage as the result of the negligent operation of a motor vehicle.
 - b. Any person for any damage caused by that person permitting a sports competition or practice to be conducted without supervision.
 - c. Any athletic coach, manager, or official providing service as a part of a public or private educational institution's athletic program.

32-03-47. Definitions - Voluntary engineering services - Immunity.

1. As used in this section:
 - a. "Architect" means a person registered under chapter 43-03 as an architect.

- b. "Building inspection official" means any appointed or elected federal, state, or local official with overall executive responsibility to coordinate building inspection in the jurisdiction in which the emergency or event has occurred.
 - c. "Law enforcement official" means any appointed or elected federal, state, or local official with overall executive responsibility to coordinate law enforcement in the jurisdiction in which the emergency or event has occurred.
 - d. "Professional engineer" means a person licensed under chapter 43-19.1 as a professional engineer.
 - e. "Public official" means any federal, state, or locally elected official with overall executive responsibility in the jurisdiction in which the emergency or event has occurred.
 - f. "Public safety official" means any appointed or elected federal, state, or local official with overall executive responsibility to coordinate public safety in the jurisdiction in which the emergency or event has occurred.
2. An architect or a professional engineer who voluntarily, without compensation, provides architectural or structural, electrical, mechanical, or other engineering services at the scene of a declared national, state, or local emergency caused by a major earthquake, hurricane, tornado, fire, explosion, collapse, or other similar disaster or catastrophic event at the request of a national, state, or local public official, law enforcement official, public safety official, or building inspection official acting in an official capacity, is not liable for any personal injury, wrongful death, property damage, or other loss caused by the architect's or professional engineer's acts, errors, or omissions in the performance of any engineering services for any structure, building, piping, or other engineered system, either publicly or privately owned.
 3. The immunity provided in this section applies only to a voluntary engineering service that occurs within ninety days of the emergency, disaster, or catastrophic event, unless extended by the governor under chapter 37-17.1.
 4. Nothing in this section provides immunity for wanton, willful, or intentional misconduct.

32-03-48. Definitions. As used in sections 32-03-48 through 32-03-50, unless the context otherwise requires:

1. "Critical incident" means any event encountered by emergency service personnel within the scope of their employment which causes them to experience unusually strong emotional reactions that have the potential to interfere with their ability to perform their jobs or that may interfere with their personal lives.
2. "Critical incident stress debriefing" means the process of resolving the effects of critical incidents on emergency service personnel through a structured meeting with both psychological and educational components according to the model approved by the state department of health.
3. "Critical incident stress management team" means those volunteers who are recognized by the state department of health as members of an organized group that provides critical incident stress debriefing services on behalf of the state.
4. "Emergency service personnel" means individuals who provide emergency services to persons requiring medical aid, firefighting services, law enforcement assistance, or other emergency assistance. The term includes law enforcement officers, firefighters, rescue personnel, ambulance personnel, quick response personnel,

emergency service dispatchers, nurses, physicians, and other emergency care providers.

5. "Mental health personnel" means psychiatrists, licensed psychologists, licensed social workers, licensed mental health counselors, nurses, members of the clergy, and other individuals approved by the state department of health to function as members of a critical incident stress management team, who have completed appropriate training as approved by the department.
6. "Peer support personnel" means those members of a critical incident stress management team who are emergency service personnel and who have completed appropriate training approved by the state department of health.

32-03-49. Immunity from liability. Notwithstanding any other law, any member of a critical incident stress management team is immune from any civil liability for the member's activities in connection with critical incident stress debriefing services unless, based upon the member's level of training, the member's activities constitute gross negligence.

32-03-50. Confidentiality of critical incident stress management team proceedings and records. Notwithstanding sections 44-04-18 and 44-04-19, all records and proceedings of a critical incident stress management team in connection with its critical incident stress debriefing activities are confidential. The records and proceedings are not subject to discovery or introduction into evidence in any action or proceeding involving the emergency service personnel in attendance at a debriefing and which arises out of the matters that are the subject of the debriefing. No person in attendance at a debriefing may be required to testify in any action or proceeding as to any evidence or other matters produced or presented during the debriefing. Information, documents, or records otherwise available from original sources are not immune from discovery because they were presented during a critical incident stress debriefing. Any person in attendance at a critical incident stress debriefing may testify as to matters within the person's knowledge, but the person may not testify about the specific events that occurred at a debriefing.

32-03-51. Limited liability of owner or operator of railroad. An individual who is injured while boarding or attempting to board a moving locomotive or railroad car, without authority from the owner or operator of the railroad, or who having boarded a locomotive or railroad car without authority from the owner or operator of the railroad, is injured while riding or getting off the locomotive or railroad car, may not recover any damages from the owner or operator of the railroad for that injury unless the injury is proximately caused by an intentional act of the railroad owner or operator and the railroad owner or operator knew that serious injury was the probable result of the act, or that the owner or operator of the railroad acted with wanton and reckless disregard of the probable result of the act. This section does not exempt a railroad corporation from any liability created under chapter 49-16 or the federal Employer's Liability Act [45 U.S.C. 51 et seq.] for injuries to its employees or agents.

32-03-52. Damages for fraudulent use of social security number - Attorney's fees.

1. No person may buy or otherwise obtain or sell, offer for sale, take or give in exchange, pledge or give in pledge, or use any individual's social security account number, or any derivative of the number, for the purpose of committing fraud or fraudulently using or assuming the individual's identity.
2. Any individual aggrieved by the act of any person in violation of subsection 1 may bring a claim for relief to recover any equitable relief as the court determines to be appropriate and the greater of the actual damages or liquidated damages of up to ten thousand dollars.
3. In addition to any damages or other relief awarded under subsection 2, if the aggrieved individual prevails, the court may assess against the defendant

reasonable attorney's fees and any other litigation costs and expenses, including expert fees, reasonably incurred by the aggrieved individual.

4. Any action brought under this section is in addition to any criminal prosecution that may be brought under any state or federal law.

32-03-53. Damage or destruction of crops, livestock, or commodities - Damages.

1. A person is liable for damages as provided in subsection 2 if that person willfully and knowingly damages or destroys any crop, livestock, or commodity which is being produced, or has been produced for:
 - a. Personal or commercial purposes; or
 - b. Testing or research purposes as part of a product development program in conjunction with or in coordination with a private research facility, a university, or any federal, state, or local government entity.
2. In awarding damages under subsection 1, a court shall consider the market value of the crop, livestock, or commodity before the damage or destruction and the production, research, testing, replacement, and development costs directly related to the crop, livestock, or the commodity. A person found by the court to have been damaged under this section may recover reasonable attorney's fees, exemplary damages, and twice the market value of the crop, livestock, or commodity before the damage or destruction and twice the actual production, research, testing, replacement, and development costs. Damages to crops, livestock, or commodities under this section which are reasonably necessary under a written contract or recorded easement duly entered into by the crop, livestock, or commodity producer are not recoverable.
3. This section does not preclude or limit any other right or remedy available under law or equity.

32-03-54. Limited liability - Firearms.

1. In this section, a firearm is defined as in section 62.1-01-01.
2. A firearm manufacturer, distributor, or seller who lawfully manufactures, distributes, or sells a firearm is not liable to any person or to the estate, a successor, or survivor of any person for any injury suffered, including wrongful death and property damage, because of the use of a firearm by another.
3. An association of persons who are licensed under section 923 of title 18 of the United States Code, or amendments thereto, is not liable to any person or to the estate, a successor, or survivor of any person for any injury suffered, including wrongful death and property damage, because of the use of a firearm sold or manufactured by any licensee who is a member of the association.
4. This section does not apply to a claim for relief for deceit, breach of contract, express or implied warranty, or for injury resulting from failure of a firearm to operate in a normal or usual manner due to defects or negligence in design or manufacture. This section does not apply to a claim for relief arising from the unlawful sale or transfer of a firearm or an instance when the transferor knew or should have known that the recipient would engage in the unlawful sale or transfer of the firearm or would use or purposely allow the use of the firearm in an unlawful, negligent, or improper fashion. For the purposes of this subsection, the potential of a firearm to cause serious injury, damage, or death as a result of normal function does not constitute a defective condition of the product. A firearm may not be deemed

defective on the basis of its potential to cause serious injury, damage, or death when discharged.

32-03-55. Immunity for report of suspected exploitation of disabled or vulnerable elderly adult. A financial institution or financial institution employee participating in good faith in the making of a report of suspected exploitation of a disabled adult or vulnerable elderly adult to a government agency or law enforcement agency, assisting in an investigation of suspected exploitation of a disabled adult or vulnerable elderly adult by a government agency or law enforcement agency, or furnishing information to a government agency or law enforcement agency about suspected exploitation of a disabled adult or vulnerable elderly adult is immune from any liability, civil or criminal, that might otherwise result from reporting a suspected case of exploitation of a disabled adult or vulnerable elderly adult. For purposes of any proceeding, civil or criminal, the good faith of a financial institution making a report of suspected exploitation of a disabled adult or vulnerable elderly adult to a government agency or law enforcement agency must be presumed.

32-03-56. Immunity for theft of anhydrous ammonia. The owner of anhydrous ammonia is immune from civil liability for any loss, damage, or injury from the theft by another or attempted theft by another of anhydrous ammonia from the tank, equipment, or storage facility in which it is contained. For purposes of this section, "owner" means:

1. A person who lawfully owns anhydrous ammonia;
2. A person who lawfully owns a container, equipment, or storage facility containing anhydrous ammonia;
3. A person responsible for the installation or operation of an anhydrous ammonia container, equipment, or storage facility;
4. A person who lawfully sells anhydrous ammonia;
5. A person who lawfully purchases anhydrous ammonia for agricultural purposes; and
6. A person who operates or uses anhydrous ammonia containers, equipment, or storage facilities when lawfully applying anhydrous ammonia for agricultural purposes.