

CHAPTER 486K
HOTELS

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Condominium hotels, see §467-30.

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Tour activity providers and activity desks, see chapter 468M.

" **§486K-1 Definitions.** As used in this chapter, the following terms shall have the following meanings:

"Guest" means a person who is registered at the hotel and to whom a bedroom is assigned. The term "guest" shall include not only the guest, but the members of the guest's family and other persons who accompany the guest.

"Hotel", "hotel-condominium" or "condominium-hotel" means an establishment consisting of any building or structure used primarily for the business of providing for consideration transient accommodation lodging facilities and that furnishes, as part of its routine operations, one or more customary lodging services, other than living accommodations and the use of furniture and fixtures, including but not limited to restaurant facilities, or room attendant, bell, telephone switchboard, laundering, or concierge services, and is subject to the transient accommodations tax under chapter 237D.

"Hotelkeeper" or "keeper" includes any individual, firm, or corporation actually operating a hotel.

"Security box" means any metal or alloy box, used in a hotel for the safekeeping of any valuables, which may be securely locked with a locking mechanism that meets or exceeds Underwriters Laboratories standards and which shall be secured in a manner which precludes its removal from the room.

"Valuables" includes money, bank notes, bonds, precious stones, jewelry, ornaments, watches, securities, transportation tickets, photographic cameras, checks, drafts, and other negotiable instruments, business papers, documents, and other papers, and other articles of value. [L 1978, c 234, pt of §3; am L 1981, c 83, §1; am L 1992, c 141, §1; am L 2008, c 19, §62]

" **§486K-2 Hotelkeeper's lien on baggage, etc., of guests; summary ejection of delinquents.** All hotelkeepers shall have a lien on all baggage and other property in the possession of the hotel belonging to guests at the hotel, for the amount of their proper charges against guests for the hire of rooms or board or other services or accommodation in the hotel, and shall have the right, without the process of law, to retain the same until the amount of indebtedness is discharged. All parties indebted for rooms or board in the hotel may be summarily ejected by the keeper thereof from the premises upon the keeper giving to the

parties so indebted a written notice of the amount of indebtedness and the keeper's demand for the same, unless the parties shall have entered into an agreement with the keeper for a mode and manner of payment for room or board other than that announced by notice in the hotel, the right of summary ejection to be without prejudice to the lien on the guest's baggage or other property. [L 1978, c 234, pt of §3; gen ch 1985; am L 2008, c 19, §63]

Case Notes

Does not preclude hotel from removing hotel guest's personal belongings from hotel room and changing the room's doorlock so as to prevent hotel guest from re-entering the room without hotel's permission, upon the expiration of the license to occupy mutually agreed to by hotel guest and hotel. 10 H. App. 123, 861 P.2d 736.

" **§486K-3 Sale of detained baggage; notice; disposition of proceeds.** All baggage and property so held by the keeper of the hotel, after the expiration of three months from the date of the detention, shall be sold at public auction, after notice thereof published three times in a newspaper of general circulation in the county where the hotel is kept. The proceeds thereof shall be applied to the payment of the amount due and the expenses of the notice and sale. The balance, if any remaining, shall be paid over to the owner of the property or the owner's representative. If the balance is not claimed by the owner within sixty days after sale, then the balance shall be paid over to the director of finance of the State and shall be kept by the director in a special deposit for payment to the owner and shall be disposed of as provided in chapter 523A. [L 1978, c 234, pt of §3; am L 1985, c 68, §17]

" **§486K-4 Safe or security box for valuables; limitation of liability for deposited valuables.** (a) If the keeper of any hotel provides a safe or vault in its office at the hotel for the safekeeping of any valuables belonging to the guests of the hotel, and prominently posts a notice in the room or rooms occupied by the guest stating that a safe or vault is provided in which valuables may be deposited and if any guest neglects to deliver valuables to the person in charge of the safe or vault, the keeper of the hotel shall not be liable in any sum for any loss of valuables sustained by the guest by theft or otherwise unless the loss is due to the negligence or fault of the keeper of the hotel. If the guest delivers valuables to the person in charge of the office for deposit in the safe or vault, the

keeper shall not be liable for any loss sustained by the guest by theft or otherwise in any sum exceeding \$500; provided that the keeper's liability is limited to \$500 only if:

- (1) The keeper gives a receipt for the valuables on a form which states, in type large enough to be clearly noticeable, that the keeper is not liable for any loss exceeding \$500 except by special agreement in writing in which the keeper agrees to accept liability for losses in excess of \$500; and
- (2) The loss is not due to the negligence or fault of the keeper of the hotel.

The keeper may accept liability for losses in excess of \$500 by special agreement in writing between a guest and the keeper or the keeper's duly authorized representative.

(b) If the keeper of a hotel provides a security box in the room of any guest and prominently posts a notice stating that a security box is provided in which valuables may be deposited and explains the liability for losses therefrom, the keeper of the hotel shall not be liable in any sum for any loss sustained by the guest unless the loss is due to the negligence or fault of the keeper of the hotel. [L 1978, c 234, pt of §3; am L 1981, c 83, §2; gen ch 1985; am L 2008, c 19, §64]

" **§486K-5 Hotelkeeper's liability for personal property.**

(a) No hotelkeeper shall be liable in any sum to any guest of the hotel for the loss of wearing apparel, goods, merchandise, or other personal property not mentioned in section 486K-4, unless it appears that the loss occurred through the fault or negligence of the hotelkeeper.

(b) No hotelkeeper shall be liable in any event in any sum for the loss of any article or articles of wearing apparel, cane, umbrella, satchel, valise, bag, box, bundle, or other chattel belonging to any guest of, or in, any hotel, and not within a room or rooms assigned to the guest, unless the same is specially entrusted to the care and custody of the keeper or the keeper's duly authorized agent. If so specially entrusted with any such article belonging to the guest, the keeper shall not be liable for the loss of the article in any sum exceeding \$500; provided that the keeper's liability may be in excess of \$500 by special agreement in writing with the keeper or the keeper's duly authorized representative. [L 1978, c 234, pt of §3; gen ch 1985; am L 2008, c 19, §65]

Case Notes

Hotelkeeper's common law liability as insurer has been abrogated; liability in case of entrusted property limited to statutory amount. 44 H. 59, 352 P.2d 335.

" **[\$486K-5.5] Hotelkeeper's liability limited for certain beach and ocean activities.** In a claim alleging injury or loss on account of a hazardous condition on a beach or in the ocean, a hotelkeeper shall be liable to a hotel guest for damages for personal injury, death, property damage, or other loss resulting from the hotel guest going onto the beach or into the ocean for a recreational purpose, including wading, swimming, surfing, body surfing, boogie boarding, diving, or snorkeling, only when such loss or injury is caused by the hotelkeeper's failure to warn against a hazardous condition on a beach or in the ocean, known, or which should have been known to a reasonably prudent hotelkeeper, and when the hazardous condition is not known to the guest or would not have been known to a reasonably prudent guest. A hotelkeeper owes no duty and shall have no liability for conditions which were not created by the hotel to a person who is not a guest of the hotel for injury or damage resulting from any beach or ocean activity.

As used in this section, "beach" means the beach fronting the hotel, and "hotel guest" means a guest of that particular hotel and other persons occupying the assigned rooms. [L 1994, c 90, §2]

Case Notes

Defendant's motion for summary judgment denied, where, inter alia, (1) defendant's hotel did not "front" the beach within the meaning of this statute because it was not contiguous with the beach; thus, defendant not protected by the limitations on liability contained in this statute; and (2) court not persuaded by defendant's argument that this statute abrogated the liability of all hotelkeepers for ocean-related injuries. 98 F. Supp. 2d 1129.

" **[\$486K-5.6] Hotelkeeper's liability for provision of certain recreational equipment.** (a) Notwithstanding section 663-1.54, a hotelkeeper shall have no duty to instruct or train a user of recreational equipment or to supervise the use of such equipment where the recreational equipment is in fact used without supervision and, at the time of such use, is not part of an activity guided or managed by representatives of the hotelkeeper.

(b) As used in this section, "recreational equipment" includes skin diving masks, snorkels, swim fins, bodysurfing

boards, surfboards, canoes, kayaks, bicycles, skates, tennis or golf equipment, weights and exercise equipment, air mattresses, and flotation devices provided by the hotel. "Recreational equipment" does not include:

- (1) Any water or land vehicle powered by an engine, motor, or the wind;
 - (2) Any device, other than a snorkel, that permits a person to breathe while submerged;
 - (3) Parachutes, parasails, or any equipment designed for flight, gliding, or controlled descent in the air;
 - (4) Any firearm, airgun, archery equipment; or
 - (5) Any edged weapon.
- (c) Nothing in this section shall bar liability of a

hotelkeeper:

- (1) For negligence in the maintenance of recreational equipment; or
- (2) When a loss or injury is suffered by a hotel guest and is caused by the hotelkeeper's failure to warn against a hazardous condition on a beach or in the ocean, known, or which should have been known to a reasonably prudent hotelkeeper, as specified in section 486K-5.5. [L 1998, c 302, §1]

" **§486K-6 Hotelkeeper's liability in case of fire, etc.** A hotelkeeper shall only be liable to any guest of the hotel for ordinary and reasonable care in the custody of money, jewels, bank notes, precious stones, transportation tickets, negotiable or valuable papers, ornaments, baggage, wearing apparel, or other chattels or property belonging to any guest, whether specially entrusted to the keeper or the keeper's agent, or deposited in the safe of the hotel, for any loss occasioned by fire or by any other cause or force over which the hotelkeeper had no control. [L 1978, c 234, pt of §3; gen ch 1985; am L 2008, c 19, §66]

" **[§486K-7] Posting copy of law; damages recoverable by guests.** The keeper of every hotel shall post in a conspicuous place in the office or public room and in every bedroom of the hotel a printed copy of sections 486K-1 to 486K-8 and a statement of charge or rate of charges by the day for lodging. No charge or sum shall be collected or received by any keeper for any service not actually rendered, or for any item not actually delivered or contracted for, or for any greater or other sum than the keeper is entitled to by the general rules and regulations of the hotel. For any intentional violation of this or any provision herein contained, the offender shall forfeit to the injured party three times the amount of the sum

charged in excess of what the offender is entitled to. [L 1978, c 234, pt of §3; gen ch 1985]

" **[\$486K-8] Extension of stay provision.** Any guest who intentionally continues to occupy an assigned bedroom beyond the scheduled departure without the prior written approval of the keeper, shall be deemed a trespasser. [L 1978, c 234, pt of §3]

Case Notes

Permits hotel to remove hotel guest's personal belongings from hotel room and to change the room's doorlock so as to prevent hotel guest from re-entering the room without hotel's permission, upon the expiration of the license to occupy mutually agreed to by hotel guest and hotel. 10 H. App. 123, 861 P.2d 736.

" **[\$486K-9] Valuation of property.** Whenever the value of property is to be determined under sections 486K-4 and 486K-5, the following shall apply:

- (1) Value means the market value of the property.
- (2) Whether or not they have been issued or delivered, certain written instruments, not including those having a readily ascertained market value, shall be evaluated as follows:
 - (A) The value of an instrument constituting an evidence of debt, such as a check, traveler's check, draft, or promissory note, shall be deemed the amount due or collectible thereon or thereby, that figure ordinarily being the face amount of the indebtedness less any portion thereof which has been satisfied;
 - (B) The value of any other instrument that creates, releases, discharges, or otherwise affects any valuable legal right, privilege, or obligation shall be deemed the greatest amount of economic loss which the owner of the instrument might reasonably suffer by virtue of the loss of the instrument.
- (3) When property has value but that value cannot be ascertained pursuant to the standards set forth above, the value shall be deemed to be an amount not exceeding \$50. [L 1978, c 234, pt of §3]

" **[\$486K-10] Registration required.** Every keeper covered by this chapter shall keep and maintain or cause to be maintained a register in which shall be inscribed the name of each and every

guest renting or occupying a bedroom or apartment in such hotel. Such register shall be preserved for a period of not less than six months from the date of departure. [L 1978, c 234, pt of §3]