

1 IN THE HOUSE

BY MR. MCNABB

2

HOUSE BILL NO. 216

3

IN THE LEGISLATURE OF THE TERRITORY OF ALASKA

4

TWENTY-THIRD SESSION

5

A BILL

6 For an Act entitled: "An Act relating to the liability of hotels  
7 requiring each hotel to keep a record of  
8 guests; repealing and re-enacting Sections  
9 35-2-161 and 35-2-162 ACLA 1949; amending  
10 Title 35, Chapter 2, Article 8, ACLA 1949  
11 by adding new sections thereto; providing  
12 penalties."

13 BE IT ENACTED BY THE LEGISLATURE OF THE TERRITORY OF ALASKA:

14 Section 1. Section 35-2-161 ACLA 1949, is hereby repealed  
15 and re-enacted to read as follows:

16 Sec. 35-2-161. DEFINITIONS. (1) "Hotel" means  
17 any building held out to the public to be an inn, hotel  
18 or public lodging house or place where sleeping accommo-  
19 dations, whether with or without meals, or the facilities  
20 for preparing the same, are furnished for hire to trans-  
21 ient guests, in which fifteen or more rooms are used for  
22 the accommodation of such guests.

23 (2) "Valuables" means money, bank notes,  
24 jewelry, precious stones, ornaments, railroad mileage  
25 books or tickets, negotiable securities or other valuable  
26 papers, bullion, or other valuable property of small com-  
27 pass."

28 Section 2. Section 35-2-162 ACLA 1949, is hereby repealed  
29 and re-enacted to read as follows:

1           Sec. 35-2-162. RECORD OF GUESTS: LIABILITY FOR  
2 LOSS OF VALUABLES--SAFE--NOTICE TO GUESTS: FAILURE OF  
3 GUESTS TO USE SAFE. (1) Every hotel shall keep a record  
4 of the arrival and departure of its guests in such a  
5 manner that the record will be a permanent one for at  
6 least one year from the date of departure.

7           (2) The proprietor, keeper, owner, operator,  
8 lessee, or manager of any hotel may provide a safe or  
9 vault for the safekeeping of any valuables belonging  
10 to the guests, boarders or lodgers of such hotel, and  
11 notify the guests, boarders or lodgers thereof by posting  
12 a notice in three or more public and conspicuous places  
13 in the office, elevators, public rooms, elevator lobbies,  
14 public corridors, halls or entrances, or in the public  
15 parlors of such hotel, stating the fact that such safe  
16 or vault is provided in which valuables may be deposited.

17           (3) If the guests, boarders or lodgers neglect  
18 to deliver any valuables to the person in charge of such  
19 office, for deposit in the safe or vault, the proprietor,  
20 keeper, owner, operator, lessee or manager, whether in-  
21 dividual, partnership or corporation, of any hotel shall  
22 not be liable for any loss or destruction thereof, or  
23 any damage thereto, sustained by such guests, boarders  
24 or lodgers, by negligence of such proprietor, keeper,  
25 owner, operator, lessee or manager, or his, her, their,  
26 or its employees, or by fire, theft, burglary, or any  
27 other cause.

28           Section 3. Title 35, Chapter 2, Article 8, ACLA 1949 is  
29 hereby amended by adding the following new sections thereto:

1           Sec. 35-2-163. SAME--ONE THOUSAND DOLLAR LIMIT--  
2           EXCEPTIONS. No proprietor, keeper, owner, operator,  
3           lessee or manager of any hotel shall be obliged to  
4           receive valuables on deposit for safekeeping exceeding  
5           one thousand dollars in value; and if any guest, boarder  
6           or lodger deliver valuables to the person in charge of  
7           the office of a hotel for deposit in such safe or vault,  
8           said proprietor, keeper, owner, operator, lessee, or  
9           manager, shall not be liable for the loss or destruction  
10           thereof, or damage thereto, sustained by any guest,  
11           boarder, or lodger in the hotel, exceeding the sum of  
12           one thousand dollars, notwithstanding the valuables  
13           may be of greater value, unless by special arrangement  
14           in writing with such proprietor, keeper, owner, operator,  
15           lessee or Manager.

16           Sec. 35-2-164. SAME--LIMITED TO NEGLIGENCE. in  
17           case of any deposit of valuables in the hotel safe or  
18           vault, the proprietor, keeper, owner, operator, lessee  
19           or manager of the hotel shall in no event be liable for  
20           loss or destruction thereof, or damage thereto, unless  
21           caused by the theft or gross negligence of such proprietor,  
22           keeper, owner, operator, lessee, or manager, or his, her,  
23           their or its agents, servants or employees.

24           Sec. 35-2-165. LIABILITY FOR LOSS OF PROPERTY--  
25           OVERALL LIMIT. The proprietor, keeper, owner, operator,  
26           lessee or manager, whether individual, partnership or  
27           corporation, of a hotel, shall not be liable for the loss  
28           or destruction of, or damage to any personal property  
29           brought or sent into such hotel by or for any of the

1 guests, boarders or lodgers thereof, unless such loss,  
2 destruction or damage is occasioned by the gross negli-  
3 gence of the proprietor, keeper, owner, operator, lessee  
4 or manager, or his, her, their, or its agents, servants  
5 or employees. In no event shall such liability exceed  
6 the sum of two hundred dollars, unless the proprietor,  
7 keeper, owner, operator, lessee or manager, contracted  
8 in writing with such guest, boarder, or lodger or assume  
9 a greater liability.

10 Sec. 35-2-166 SAME--SPECIFIC SCHEDULE OF LIMITS.

11 In no event shall liability of the proprietor, keeper,  
12 owner, operator, lessee or manager, or his, her, their,  
13 or its agents, servants or employees, of a hotel exceed  
14 the following:

15 (1) For a guest, boarder or lodger, paying five  
16 dollars or less per day for lodging, or for any person  
17 who is not a guest, boarder or lodger, the liability for  
18 loss, destruction or damage, shall not exceed the sum of one  
19 hundred dollars for a trunk and contents, seventy five  
20 dollars for a suitcase or valise and contents, ten dollars  
21 for a box, bundle or package, and fifty dollars for wearing  
22 apparel or miscellaneous effects;

23 (2) For a guest, boarder, or lodger, paying more  
24 than five, but less than ten dollars a day for lodging, the  
25 liability for loss, destruction or damage shall not exceed  
26 one hundred fifty dollars for a trunk and contents, one hun-  
27 dred dollars for a suitcase or valise and contents, ten  
28 dollars for a box, bundle or package and contents, and sev-  
29 enty five dollars for wearing apparel and miscellaneous effects;

1 N (3) For a guest, boarder or lodger paying more  
2 E than ten dollars per day for lodging, the liability for  
3 W loss, destruction or damage shall not exceed three hundred  
4 dollars for a trunk and contents, one hundred fifty dollars  
5 M for a suitcase or valise and contents, ten dollars for a  
6 A box, bundle, or package and contents, and one hundred  
7 T dollars for wearing apparel and miscellaneous effects, ex-  
8 T cept in cases in which the proprietor, keeper, owner,  
9 E operator, lessee, or manager of the hotel, has consented  
10 R in writing to assume a greater liability.

11 Sec. 35-2-167. SAME -- STORAGE. If any person permits  
12 his baggage or property to remain in any hotel after the  
13 relation of guest, boarder or lodger between him and the  
14 proprietor, keeper, owner, operator, lessee, or manager  
15 of the hotel has ceased, or forwards or delivers property  
16 N to a hotel, lodging house, or inn, before, or without  
17 E becoming a guest, boarder, or lodger thereof, and the  
18 W property is received into the hotel, the liability of the  
19 proprietor, keeper, owner, operator, lessee, or manager  
20 M thereof shall in no event exceed the sum of three hundred  
21 A dollars, and the proprietor, keeper, owner, operator,  
22 T lessee, or manager, may at his, her, their or its option,  
23 T hold such baggage or property at the risk of the owner  
24 E thereof.

25 R Sec. 35-2-168. STORAGE--SALE FOR CHARGES--DELIVERY  
26 TO WAREHOUSE COMPANY. If any property has been kept or  
27 stored by a hotel for six months after the relation of  
28 guest or boarder or lodger has ceased, or, if the rela-  
29 tion did not exist, after six months from the receipt

1 of such baggage or property in the hotel, the proprietor,  
2 keeper, owner, operator, lessee, or manager, may sell  
3 it at public auction in the manner provided by law for  
4 the sale of property to satisfy a hotel keeper's lien.  
5 From the proceeds of the sale he may reimburse himself  
6 for the expenses incurred for advertisement and sale, as  
7 well as any storage that may have accrued, and any other  
8 amounts owing by such person to the hotel: Provided, That  
9 when any such baggage or property is received, kept or  
10 stored therein when the relation does not exist or has  
11 ceased to exist, the proprietor, keeper, owner, operator,  
12 lessee, or manager, may deliver the same at any time  
13 to a storage or warehouse company for storage, and in  
14 such event all responsibility or liability of the hotel  
15 for such baggage or property, or for storage charges  
16 thereon shall cease.

17 Sec. 35-2-169. OBTAINING ACCOMMODATIONS BY FRAUD.  
18 PENALTY. Every person is guilty of a gross misdemeanor,  
19 who:

20 (1) Wilfully obtains food, money, credit, lodg-  
21 ing or accommodation at any hotel without paying therefor,  
22 with intent to defraud the proprietor, owner, operator,  
23 or keeper thereof; or

24 (2) Obtains food, money, credit, lodging or  
25 accommodation at any hotel, by the use of any false pre-  
26 tense; or

27 (3) After obtaining food, money, credit,  
28 lodging, or accommodation at any hotel, removes or causes  
29 to be removed from the hotel his baggage, without the

1 permission or consent of the proprietor, manager or  
2 authorized employee thereof, before paying for his food,  
3 money, credit, lodging or accommodation.

4 Sec. 35-2-170. SAME--PROOF OF FRAUDULENT INTENT.

5 Proof that:

6 (1) Food, money, credit, lodging or accommo-  
7 dation were obtained by false pretense or by false or  
8 fictitious show or pretense of any baggage or other  
9 property; or

10 (2) The person failed to pay for his food,  
11 money, credit, lodging or accommodation on demand; or

12 (3) He gave in payment for food, money, credit,  
13 lodging or accommodation, negotiable paper on which pay-  
14 ment was refused; or

15 (4) He absconded, or departed from, or left,  
16 the premises without paying for such food, money, credit,  
17 lodging or accommodation; or

18 (5) He removed, or attempted to remove, or  
19 caused to be removed, or caused to be attempted to be  
20 removed his property or baggage; shall be prima facie  
21 evidence of fraudulent intent.