

CHAPTER 37
HOTEL ACT

37-1 DEFINITIONS

37-1.01 As used herein, except as may be specifically provided otherwise, the following definitions shall apply.

(1) "Guest" means any person who is registered in a hotel, or who is in the hotel and intends to register, and each person in such hotel who is present in the hotel with the registrant at the registrant's invitation.

(2) "Hotel" means the Kootenai River Inn.

(3) "Hotel day" means a period which commences at three o'clock in the afternoon of each day and which concludes at three o'clock the following afternoon or at the posted checkout time of the following day in the event the guest is checking out, whichever occurs first. Rates per day for furnished rooms shall mean for such period, or any part thereof, following the time of acceptance of a room by the guest.

(4) "Hotelkeeper" means the Kootenai Tribe of Idaho or the operator, management company, proprietor, keeper, manager or lessee of the Kootenai River Inn.

37-2 POSTED INFORMATION

37-2.01 In each hotel there shall be posted in a plainly legible fashion, in a conspicuous place in each sleeping room, the following information:

(1) The maximum rates at which such room is rented;

(2) A copy of section 37-4 of this Act; and

(3) A copy of Title 18 United States Code, Section 1163, Embezzlement and Theft from Indian Tribal Organizations.

37-2.02 In each hotel there shall be posted a copy of this Act in a plainly legible fashion, in at least two (2) conspicuous places.

37-3 REGISTER

37-3.01 Every hotel shall keep a record of the arrival and departure of its guests in such a manner that the record will be permanent for at least one (1) year from the date of departure.

37-3.02 Hotel Register information is protected by the Privacy Act (Chapter 30) and may be released only to tribal and federal law enforcement officials when there is a legitimate law enforcement purpose.

37-4 LIABILITY FOR PROPERTY OF GUESTS

37-4.01 The hotelkeeper is under no obligation to accept for safekeeping any moneys, securities, jewelry, or precious stones of any kind belonging to any guest, and, if such are accepted for safekeeping, shall not be liable for the loss thereof unless such loss is the proximate result of fault or negligence of the hotelkeeper. The liability, if any, of the hotelkeeper to a guest shall be limited to one thousand dollars (\$1,000) for such loss, or such higher amount as the hotelkeeper may agree in writing to assume, if the hotel has given a receipt for the property to the guest, stating the value of the property accepted for safekeeping, on a form which states, in type large enough to be clearly noticeable, that the hotel is not liable for any loss exceeding one thousand dollars (\$1,000), or such higher amount as the hotelkeeper may agree in writing to assume, and is only liable for that amount if the loss is the proximate result of fault or negligence of the hotelkeeper.

37-4.02 The hotelkeeper shall not be liable or responsible to any guest for the loss of wearing apparel, goods, or other property, except as provided in subsection (1) of this section, unless such loss occurred as the proximate result of fault or negligence of such hotelkeeper. In case of such fault or negligence, the hotelkeeper shall not be liable for a sum greater than five hundred dollars (\$500) unless prior to the loss or damage the guest files with the hotelkeeper an inventory of his effects and the value thereof and the hotelkeeper is given the opportunity to inspect such effects and check them against such inventory. The hotelkeeper shall not be liable or responsible to any guest for the loss of effects listed in such

inventory in a total amount exceeding one thousand dollars (\$1,000) or such higher amount as the hotelkeeper may agree in writing to assume.

37-5 EVICTION OF GUESTS

37-5.01 A hotelkeeper shall have the right to evict a guest who has failed to pay his hotel bill when due. Before such eviction may occur, demand for payment of the bill must be made and the guest must be requested to leave if the bill is not paid. If the guest fails to pay the bill after such demand, the hotelkeeper may evict such guest by locking the door to his room, removing said guest's baggage and other personal property, or by any other peaceful means.

37-5.02 A hotelkeeper also shall have the right to evict a person, whether or not such person is a guest of the hotel, who:

- (1) Is under the influence of alcohol, drugs or any other intoxicating substances;
- (2) Is disorderly so as to disturb the peace of other guests;
- (3) Seeks to use the hotel for any unlawful purpose;
- (4) Seeks to bring property into the hotel which may be dangerous to other persons (such as firearms, explosives or hazardous or toxic substances) or the possession of which by such person is unlawful;
- (5) Destroys, damages or defaces property of the hotel or its guests or threatens to do so;
- (6) Would cause or permit any hotel room to exceed its maximum allowable occupancy as established by the hotelkeeper; or
- (7) Refuses to abide by reasonable standards or policies established by the hotelkeeper for operation and management of the hotel.

37-6 HOTELKEEPER'S RESPONSIBILITY TO PROVIDE ACCOMMODATIONS

37-6.01 A hotelkeeper shall not be required to provide accommodations, facilities or privileges of a hotel to any person who:

- (1) Is unwilling or unable to pay for the accommodations and services of the hotel. A hotelkeeper may require a prospective guest to demonstrate the ability to pay for the accommodations and services, including a damage deposit in a reasonable amount, by cash or acceptable credit card;
- (2) The hotelkeeper reasonably believes to be under the influence of alcohol, drugs or any other intoxicating substances or who is disorderly so as to disturb the peace of other guests;
- (3) The hotelkeeper reasonably believes seeks to use the hotel for any unlawful purpose;
- (4) The hotelkeeper reasonably believes seeks to bring property into the hotel which may be dangerous to other persons (such as firearms, explosives or hazardous or toxic substances) or the possession of which by such person is unlawful;
- (5) Destroys, damages or defaces property of the hotel or its guests or threatens to do so;
- (6) Is under eighteen (18) years of age and unaccompanied by his parent or guardian. A hotelkeeper may condition the provision of accommodations, facilities or privileges of a hotel to persons under the age of eighteen (18) years by requiring the parent or guardian to:
 - (a) Agree in writing to accept liability for the costs of the accommodations, including the cost of the room, taxes, other charges and any damages to the hotel caused by such person or his invitees; and
 - (b) To provide an acceptable credit card or cash deposit sufficient to cover such costs;
- (7) Would cause or permit any hotel room to exceed its maximum allowable occupancy as established by the hotelkeeper; or

(8) Refuses to abide by reasonable standards or policies established by the hotelkeeper for operation and management of the hotel.

37-7 PROOF OF FRAUDULENT INTENT IN PROCURING FOOD, LODGING OR OTHER ACCOMODATIONS

37-7.01 Proof that lodging, food or other accommodation was obtained by any deception or false pretense, or by any false or fictitious show or pretense of any baggage or other property, or that any person absconded without paying or offering to pay for such food, lodging or other accommodation, or that any such person surreptitiously removed, or attempted to remove, his or her baggage, shall be prima facie proof of the intent necessary for the theft of the same.

37-7.02 Individuals found guilty of fraudulent intent in procuring food, lodging or other accommodations may be charged under federal law, 18 United States Code §1163 Embezzlement and theft from Indian tribal organizations, as well as applicable tribal law.

37-8 DAMAGE OR LOSS OF HOTEL PROPERTY

37-8.01 Hotel reserves the right to charge individual guests or lead guests for the cost of repairing damage caused by the deliberate, negligent or reckless acts of guests to the hotel's property or structure including areas associated with the Hotel such as the Casino, Spa & Parking Lot. If such damage is discovered after guests have departed then Hotel may charge to the guest's credit / debit card, or send an invoice for the costs for payment to the registered address. Hotel will make every effort to repair any damage internally prior to contracting specialists, and will make every effort to keep costs to the guests to a minimum.

37-8.02 In extreme cases, guests may be charged with a regulatory infraction under Kootenai Tribe of Idaho, Law & Order Code, Chapter 5 or referred to Tribal, Federal or State authorities for prosecution.