

TITLE XXVIII

HOTEL AND INNKEEPERS CODE

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§28-1-1 Title

This Title shall apply to hotels, innkeepers and their patrons as defined herein.

§28-1-2 Definitions

For purposes of this Title, the following definitions shall apply:

- (1) “Hotel” means every building or structure kept as, used as, maintained as or held out to the public to be, a place where sleeping or rooming accommodations are furnished to the transient public, whether with or without meals including, without limitation, a lodging house or rooming house where transient trade is solicited. Restaurants, bars and any other location on the premises of hotels at which food or drink is sold, any area where gaming is conducted on the premises, and conference centers and meeting areas are included within this definition. Without limiting the foregoing, “hotel” specifically shall include the Silver Star Hotel and Casino and the Golden Moon Hotel and Casino, and the Dancing Rabbit Golf Clubhouse or any other hotel or casino owned or operated by the Mississippi Band of Choctaw Indians;
- (2) “Innkeeper” means a person or entity who keeps a hotel for the lodging and entertainment of travelers or such persons, agents, employees or representatives. It also means a person who caters and keeps a place on the premises of a hotel for serving meals for those who are willing to pay an adequate price, or such persons, agents, employees or representatives. Owners and managers of hotels and restaurants are included within this definition;
- (3) “Tangible Personal Property” means personal property other than intangible personal property as defined herein;
- (4) “Patron” means a person who is a customer of a hotel or any service thereof. This includes, but is not limited to, individuals who are lodging, sleeping or boarding on the premises of a hotel or partaking of food or drink of any sort at a restaurant on the premises of a hotel, whether or not they are actually responsible for paying the same;
- (5) “Intangible Personal Property” means monies, checks, drafts or other forms of property constituting readily available cash.

§28-1-3 Copy of Law To Be Posted In All Hotels

A copy of §28-1-5 shall be posted and kept posted in a conspicuous place in the general office or lobby provided for the use of guests and patrons of every public hotel.

§28-1-4 Penalty

Any Innkeeper who shall fail, neglect or refuse to comply with §28-1-3 of this Chapter shall have committed a civil violation of law subject to a civil fine payable to the Mississippi Band of Choctaw Indians of not less than twenty-five dollars (\$25.00) nor more than one hundred dollars (\$100.00). Each day’s failure, neglect or refusal shall constitute a separate violation and may be fined as such.

§28-1-5 Civil Liability of Innkeepers

- (1) Except as provided in §28-1-5(2), no owner or keeper of any hotel located on the Mississippi Band of Choctaw Indians' land or Reservation is liable to pay money to any person for theft, loss, damage or destruction of any property of any patron of such an establishment because of theft, burglary, fire or otherwise in the absence of gross neglect by the owner or keeper. The liability of the innkeeper under this section shall not exceed the sum of five hundred dollars (\$500.00).
- (2) An innkeeper located on the Mississippi Band of Choctaw Indians' land or Reservation may at his option choose to provide a fire resistant safe or vault in which guests may deposit property for safe keeping. An Innkeeper is not obligated to receive property which cannot easily fit within the safe or vault, if said Innkeeper does not agree with the patron's valuing of the property, or if the value of the property exceeds a level the Innkeeper uses with respect to all patrons. If the Innkeeper accepts property to deposit for safe keeping, the liability of the Innkeeper for such property shall not be greater than five hundred dollars (\$500.00) of its theft, loss, damage or destruction unless:
 - (a) the patron signs a written agreement in which the patron specifies the full value of the property;
 - (b) the property is in the form of cash or cash equivalent; or
 - (c) no enterprise owned by the Mississippi Band of Choctaw Indians or innkeeper who rents lockers to any person or patron to store tangible and/or intangible personal property or who agrees to store, without a fee as a service, tangible and/or intangible personal property shall be liable to pay money to any person for theft, loss, damage or destruction of any property of any person or patron because of theft, burglary, fire or otherwise in the absence of gross neglect by the enterprise or innkeeper. The liability of the enterprise or innkeeper under this section shall not exceed the sum of five hundred dollars (\$500.00).

§28-1-6 Obtaining Board And Lodging With Intent to Defraud

- (1) Any patron or other person who shall, for himself or as the agent or representative of another or as an officer of a corporation, obtain food, lodging, money, property or other accommodations at any hotel with intent to defraud the Innkeeper thereof, shall be guilty of an offense under this section.
- (2) A violation under this section is a civil violation of law subject to a civil fine payable to the Mississippi Band of Choctaw Indians of not less than twenty-five dollars (\$25.00) nor more than one hundred dollars (\$100.00).

§28-1-7 Proof of Fraudulent Intent

Proof that (a) lodging, food, money, property or other accommodations were obtained by false pretense or by false or fictitious show or pretense of any baggage or other property; that (b) the patron refused or neglected to pay for such food, lodging or other accommodations; that (c) he absconded without paying or offering to pay for such food, lodging or other accommodations; that

(d) he surreptitiously removed or attempted to remove his baggage without paying for such food, lodging or other accommodations; or (e) that he made, drew, issued and delivered to the Innkeeper of any hotel, any check, draft or order on any bank or other depository in payment of food, lodging, money, property or other accommodations, and has no funds or has insufficient funds on deposit to his credit in such bank or depository with which such check, draft or order may be paid in full, shall be deemed prima facie proof of the fraudulent intent mentioned in §28-1-6.

§28-1-8 Patron May Not Remain Longer Than His Term or Stay

No patron shall remain in a hotel where his term or stay has expired, if the patron has been given a separate written notice of his agreed departure date and checkout time at the time he registered in the hotel, the person has signed such notice acknowledging his departure time, and the patron has been given written notice at least three (3) hours prior to the time required to leave the hotel room. Willful violations of this section shall be a civil violation of law subject to a civil fine payable to the Mississippi Band of Choctaw Indians or not less than twenty-five dollars (\$25.00) nor more than one hundred dollars (\$100.00). This section will not apply in the case of serious a medical emergency requiring the room's continued use.

§28-1-9 Hotel Authorities May Eject Violators of the Law

- (1) If any patron or other person be guilty of disorderly conduct or other conduct prohibited by law or intoxication or any breach of the peace, or use of obscene or profane language on the premises of any hotel, or if any person is registered at said hotel under an assumed name, then the Innkeeper may eject said person or persons from said hotel premises using any such reasonable force as may be necessary to accomplish the same, and may command the assistance of the employees of said hotel to assist in said ejection and may cause any person violating the law to be detained and delivered to the proper authorities. A security or law enforcement officer of the Mississippi Band of Choctaw Indians shall be present prior to detention and/or ejection.
- (2) If a patron who has been given written notice of his agreed departure and checkout time at the time he registered in the hotel, who has signed such notice acknowledging his checkout time, and who has been given written notice at least three (3) hours prior to the time required to leave the hotel room remains in a hotel room after his term or stay has expired, the innkeeper may eject said person or other occupants and their tangible and intangible personal property from said hotel premises using the assistance of the appropriate lawful authority to accomplish the same. If the registered occupant is not present, his property shall be treated as abandoned or lost property and handled in accordance with §28-1-11. This subsection shall not apply in the case of a serious medical emergency requiring the room's continued use.
- (3) No action for damages, or otherwise, shall be maintainable against an innkeeper or appropriate lawful authority for reasonable exercise of rights pursuant to §28-1-9(1)-28-1-9(2).

§28-1-10 Innkeepers To Have Lien On Baggage And Disposal Thereof

- (1) Innkeepers shall have a lien on the goods and personal baggage of their patrons to secure the payment of any money due from them for board and lodging and hotel

accommodations; and may enforce the same by seizure of the goods and personal baggage by lawful means, and by sale of such goods and baggage, as hereinafter provided.

- (2) If the charges when due are not paid within ten (10) days after demand therefore, such Innkeeper may, on giving ten (10) days' notice of the time and place of such sale by posting a notice in two public places, one of which shall be in a public place in the hotel specifically designated for such notices, sell such goods and baggage to the highest bidder for cash, and apply the proceeds to the expense of keeping such goods and baggage, and of the sale thereof, and to the satisfaction, in whole or in part, as the case may be, of said lien. The balance of such proceeds, if any there be, shall be paid over to the owner thereof on demand by the owner. Demand made by the Innkeeper upon the owner for the charges due, may be in-person, or by letter, or writing duly stamped, addressed and mailed to such owner to his address, if known to such keeper or to the address appearing on the register of said hotel or restaurant. The demand on the part of the owner for the residue or remainder shall be made within forty-five (45) days from the date of sale of such goods or personal baggage. If not demanded by the owner within forty-five (45) days after the date of such sale, such residue or remainder shall be treated as abandoned or lost property and handled in accordance with §28-1-11. Compliance with this section shall be a perpetual bar to any action against the innkeeper for the recovery of such goods or baggage, or of the value thereof, or for any damage growing out of the failure of such guest to receive such goods or personal baggage.

§28-1-11 Disposal of Lost or Abandoned Items

- (1) If any items of tangible or intangible personal property appearing to belong to a patron are found within a guest room of a hotel while it is vacant, or are found within the common area of a hotel and not claimed by a patron, such shall be kept in safekeeping. Notice shall be given in writing sent within ten (10) days by United States Mail to persons whose name and/or address, if any, appear upon the items of property so found and to persons who were the immediate prior occupants of rooms in which property having no identification is found. Additionally, the Innkeeper shall maintain a list of items that have no indicia of ownership which shall be posted at a place designated for such posting.
- (2) If no response is received by the Innkeeper within forty-five (45) days after the mailing of notice or posting referred to in §28-1-11(1) or an owner does not make demand for the balance of the amounts received and applied as a result of a sale of property seized pursuant to a lien as provided in §28-1-10(2), then any such tangible personal property may be sold to the highest bidder for cash, or the Innkeeper may otherwise dispose of the property, if the Innkeeper determines the value of the property is not sufficient to justify a sale. Any money received from such sale may be deposited into the general fund of the Innkeeper. If no response is received by the Innkeeper within forty-five (45) days after the mailing of notice referred to in §28-1-11(1), then any intangible personal property may be liquidated into cash and deposited into the general fund of the Innkeeper. Compliance with this section shall be a perpetual bar to any action against an Innkeeper for the recover of such personal property or the value thereof, or for any damage growing out of the failure of the owner or patron to receive such personal property.

§28-1-12 Record Keeping Regarding Lost or Abandoned Items

Whenever tangible or intangible personal property apparently belonging to a patron is either seized or held by an Innkeeper or hotel under this Chapter, the Innkeeper or hotel shall record it in an inventory of seized and/or abandoned and/or lost items or money. The inventory shall include the date the property was seized or found, its location when seized or found and a description of the property. This inventory shall be kept on the premises of the hotel.

§28-1-13 Claims For Property And Interpleading Property Into Court

If any person makes a claim for tangible or intangible personal property in the possession of an Innkeeper pursuant to this Act, such person shall have the burden of proving legal entitlement to the property, and the innkeeper is authorized to decide if the person is legally entitled to the property. If more than one person makes a claim for any personal property, and the Innkeeper cannot determine which of the persons would legally be entitled to the property, the Innkeeper may interplead the property into the Choctaw Tribal Court for disposition by the Court.