

## MINNESOTA LAW REQUIRES THE POSTING OF THE FOLLOWING SECTIONS OF THE STATE'S INNKEEPERS' LAW:

### **INNKEEPER LIABILITY FOR THE PERSONAL PROPERTY OF GUESTS** [Minn. Stat. 327.71]

No innkeeper who has in the establishment a fireproof, metal safe or vault, in good order and fit for the custody of valuables, and who keeps a copy of this subdivision clearly and conspicuously posted at or near the front desk and on the inside of the entrance door of every bedroom, shall be liable for the loss of or injury to the valuables of a guest unless:

1. the guest has offered to deliver the valuables to the innkeeper for custody in the safe or vault; and
2. the innkeeper has omitted or refused to take the valuables and deposit them in the safe or vault for custody and to give the guest a receipt for them.

Unless the innkeeper intentionally or negligently causes the loss of or damage to the valuables, the liability of an innkeeper for the loss of or injury to the valuables of a guest shall not exceed \$1,000. No innkeeper shall be required to accept valuables for custody in the safe or vault if their value exceeds \$1,000, unless the acceptance is in writing.

### **UNDESIRABLE GUESTS; EJECTION OF, AND REFUSAL TO ADMIT** [Minn. Stat. 327.73]

**Innkeeper's Right to Eject** [Subd. 1] (A) An innkeeper may remove or cause to be removed from a hotel a guest or other person who:

1. refuses or is unable to pay for accommodations or services;
2. while on the premises of the hotel acts in an obviously intoxicated or disorderly manner, destroys or threatens to destroy hotel property, or causes or threatens to cause a disturbance;
3. the innkeeper reasonably believes is using the premises for the unlawful possession or use of controlled substances by the person in violation of chapter 152, or using the premises for the consumption of alcohol by a person under the age of 21 years in violation of section 340A.503;
4. the innkeeper reasonably believes has brought property into the hotel that may be dangerous to other persons, such as firearms or explosives;
5. violates any federal, state, or local laws, ordinances, or rules relating to the hotel; or
6. violates a rule of the hotel that is clearly and conspicuously posted at or near the front desk and on the inside of the entrance door of every guest room.

(B) If the guest has paid in advance, the innkeeper shall tender to the guest any unused portion of the advance payment at the time of removal.

**Refusal of Admission** [Subd. 2] (A) An innkeeper may refuse to admit or refuse service or accommodations to a person who:

1. while on the premises of the hotel acts in an obviously intoxicated or disorderly manner, destroys or threatens to destroy hotel property, or causes or threatens to cause a public disturbance;
2. the innkeeper reasonably believes is seeking accommodations for the unlawful possession or use of controlled substances in violation of chapter 152 or the use of the premises for the consumption of intoxicating liquor by a person under the age of 21 years in violation of section 340A.503; or
3. the innkeeper reasonably believes is bringing property into the hotel that may be dangerous to other persons, such as firearms or explosives.

(B) An innkeeper also may refuse to admit or refuse service or accommodations to a person who refuses or is unable to pay for the accommodations or services. An innkeeper may require the prospective guest to demonstrate an ability to pay. An innkeeper may require a parent or guardian of a minor to accept liability for the proper charges for the minor's accommodation, board, room, lodging, and any damages to the guest room or its furniture or furnishings caused by the minor, and provide a credit card to cover the charges. When the parent or guardian cannot provide a credit card, the innkeeper may require the parent or guardian to make an advance cash deposit to cover the charges for the guest room, plus a cash damage deposit in an amount not exceeding \$100 for payment of any additional charges by the minor or any damages to the guest room or its furniture or furnishings. The innkeeper shall refund the damage deposit to the extent it is not used to cover any reasonable charges or damages.

(C) An innkeeper may limit the number of persons who may occupy a particular guest room in the hotel.

**Penalty** [Subd. 3] A guest or person who remains or attempts to remain in a hotel after having been requested to leave for the reason or reasons specified in this section is guilty of a misdemeanor.

**Discrimination Prohibited** [Subd. 4] Notwithstanding the above, the removal of or the refusal to admit a guest or person under this section shall not be based on a discriminatory reason otherwise deemed unlawful by section 363A.11 or 363A.19.

### **LIABILITY; NOTICE.** [Minn. Stat. 327.731]

(A) A person who negligently or intentionally causes damage to the hotel or any furniture or furnishings within the hotel, is liable for damages sustained by the innkeeper, including the hotel's loss of revenue resulting from the inability to rent or lease rooms while the damage is being repaired.

(B) A person who negligently or intentionally causes injury to any person or damage to any personal property of the person on the hotel premises is liable for the injury or damage.

(C) A parent or guardian of a minor also is liable for acts of the minor described in paragraphs (A) and (B), if the parent or guardian provides a credit card or an advance cash deposit under section 327.73, subdivision 2, paragraph (b).

### **SETTING FIRE TO HOTEL BELONGINGS** [Minn. Stat. 327.74]

A person in a hotel who, by smoking or attempting to light or smoke cigarettes, cigars, pipes, or other smoking material, in any manner in which lighters or matches are used, negligently sets fire to a part of the building, or any furniture or furnishings within the building, so as to endanger life or property in any way or to any extent, is guilty of a gross misdemeanor.

### **SMOKING IN DESIGNATED NONSMOKING ROOMS** [Minn. Stat. 327.742]

**Smoking prohibited** [Subd. 1] No person shall smoke cigarettes, cigars, pipes, or other smoking material in a hotel sleeping room designated nonsmoking.

**Penalty** [Subd. 2] A person who violates this section is guilty of a petty misdemeanor. Upon conviction, the court may require a person who violates this section to reimburse the innkeeper for actual costs incurred to restore the room to its previolation condition.

**Civil penalty and service charge** [Subd. 2a] Unless a court orders reimbursement under subdivision 2, a person who violates this section is liable to the innkeeper for the cost of restoring the damaged room to its previolation condition and a service charge of \$30. The service charge may be imposed immediately upon the mailing of the notice required under subdivision 4, if the notice of the charge was displayed according to subdivision 3. If the person does not reimburse the innkeeper within 30 days after the innkeeper has mailed notice under subdivision 4, the innkeeper may seek a civil judgment for the cost of restoring the room to previolation condition, the service charge, and a civil penalty not to exceed \$100. If the innkeeper prevails, the court shall order payment of:

1. interest at the legal rate for judgments under section 549.09 from the date of nonpayment; and
2. reasonable attorney fees, not to exceed \$500.

A court may not impose a civil penalty under 30 days after the mailing of the notice under subdivision 4.

**Notice** [Subd. 3] Innkeepers shall post signs conspicuously in all nonsmoking sleeping rooms stating that smoking is not permitted and advising occupants of the provisions of this section including the innkeepers' right to seek reimbursement and to impose a civil penalty and service charge.

**Notice of damage** [Subd. 4] Notice of nonpayment that includes a citation to this section and a description of the penalties contained in it must be sent by the innkeeper to the violating party by regular mail, supported by an affidavit of service by mailing, to the address the person provided to the innkeeper. Failure of the person to receive a notice of damage is not a defense to liability under this section. The notice must include a statement that additional civil penalties will be imposed if payment is not received within 30 days. Only one service charge may be imposed under this subdivision for each incident.

**Notice of dispute** [Subd. 5] If, within the 30-day period under subdivision 2a, the violating party sends written notice to the innkeeper disputing the innkeeper's claim that the person smoked in a nonsmoking room, the innkeeper may collect the cost of restoring the room to previolation condition and the civil penalties imposed by this section only under a judgment rendered by a court of competent jurisdiction. Upon receipt of notice of dispute, the innkeeper shall cease all collection efforts.

**Not a bar to criminal liability** [Subd. 6] Civil liability under this section does not preclude criminal liability under subdivision 2.