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INNKEEPER LIABILITY FOR LOST, STOLEN, OR DAMAGED GUEST PROPERTY

At common law, an innkeeper was subject to an extraordinary form of responsibility for property brought within the inn by a guest. Under the doctrine traditionally described as *infra hospitium*, the innkeeper was generally treated as an insurer of the guest's property and was liable for its loss or theft without proof of negligence. The principal exceptions were losses caused by an act of God, a public enemy, the fault or negligence of the guest, or another irresistible cause for which the innkeeper was not responsible. This unusually demanding rule developed when travel was hazardous, inns were among the few available places of refuge, and travelers ordinarily had little ability to protect their belongings from theft by innkeepers, employees, or other guests. *Millhiser v. Beau Site Co.*, 251 N.Y. 290, 167 N.E. 447 (N.Y. 1929); *Paraskevaides v. Four Seasons Washington*, 292 F.3d 886 (D.C. Cir. 2002); *Mobile Battle House, Inc. v. Wolf*, 271 Ala. 632, 126 So.2d 486 (Ala. 1961).

Beginning in the late nineteenth century, legislatures concluded that the common-law insurer rule imposed an unduly harsh burden on hotels in light of modern transportation, improved security, private hotel rooms, safes, vaults, locks, and the increasing ability of guests to protect their own valuables. Nearly every state therefore enacted statutes designed to encourage guests to utilize hotel safes while simultaneously limiting an innkeeper's virtually absolute common-law liability. Over the years, the common-law rule has been displaced, modified, or substantially limited in nearly every state by statutes addressing an innkeeper's responsibility for money, jewelry, securities, baggage, wearing apparel, merchandise, and other personal property belonging to guests. These statutes do not follow one uniform model. Instead, they generally fall into three overlapping categories.

SAFE AND NOTICE STATUTE

The first and most common is the safe-and-notice statute. Under this approach, the innkeeper must maintain a safe, vault, safe-deposit facility, or other secure depository and give the notice required by statute. If the guest fails to deposit covered valuables after receiving the prescribed notice, the innkeeper is ordinarily relieved of liability or receives the benefit of a statutory limitation. New York, Washington, Oklahoma, Connecticut, Illinois, Pennsylvania, Oregon, Kentucky, Rhode Island, Arizona, Minnesota, North Dakota, and the District of Columbia are representative jurisdictions following variations of this model. See, e.g., N.Y. Gen. Bus. Law § 200; Wash. Rev. Code § 19.48.030; Okla. Stat. tit. 15, § 503a; Conn. Gen. Stat. § 44-1; 740 Ill. Comp. Stat. 90/1; 48 Pa. Cons. Stat. § 1323.

NEGLIGENCE OR BAILMENT PRINCIPLES

The second model replaces the common-law insurer rule with ordinary negligence or bailment principles and then imposes one or more monetary caps. Under these statutes, the innkeeper ordinarily is not liable unless the loss was caused by the fault, negligence, dishonesty, or other culpable conduct of the innkeeper or its employees. Even when liability exists, recovery may be limited unless the guest declared a greater value, delivered an inventory, obtained a written receipt, or entered into a written agreement increasing the innkeeper's responsibility. Florida, Idaho, California, Hawaii, and New Mexico are examples. Fla. Stat. § 509.111; Idaho Code § 39-1804; Cal. Civ. Code §§ 1859 and 1860; Haw. Rev. Stat. § 486K-5; N.M. Stat. Ann. § 57-6-1. California, for example, treats an innkeeper as a depositary for hire and applies both aggregate and property-specific limitations, while its safe statute affords additional protection for small articles of unusual value when the statutory safe and notice requirements are satisfied. *Gardner v. Jonathan Club*, 35 Cal.2d 343, 217 P.2d 961 (Cal. 1950); *Federal Ins. Co. v. Beverly Hills Hotel Corp.*, 202 Cal. App.2d 120, 20 Cal. Rptr. 502 (Cal. App. 1962).

GENERAL LIABILITY STATUTES WITH MONETARY CAPS

The third model retains a broader form of innkeeper responsibility but imposes a general per-guest or per-occurrence cap, usually conditioned on written notice or compliance with other statutory requirements. Montana, for example, generally imposes liability for property placed under the innkeeper's care, subject to specified common-law defenses, but limits recovery to $500 per registered guest unless the innkeeper assumes greater liability in writing and provides the required written notice at registration. Mont. Code Ann. § 70-6-501. Georgia generally limits liability for personal property placed under an innkeeper's care to $1,000, but permits recovery of a greater declared value when the guest gives written notice and a schedule of value and the loss results from the innkeeper's negligence. Ga. Code Ann. § 43-21-12. Georgia also has separate provisions governing goods stolen from a guest and valuables delivered for safekeeping. Ga. Code Ann. §§ 43-21-8 and 43-21-11.

Many jurisdictions combine features from more than one model and establish different rules for different categories of property. A statute may eliminate liability for jewelry or money not deposited in the hotel safe, cap liability for ordinary property retained in a guest room, establish a different cap for property actually deposited with the hotel, and separately address baggage rooms, checkrooms, merchandise samples, automobiles, fire, and overwhelming disasters. Virginia, Arizona, Massachusetts, South Carolina, Minnesota, and the District of Columbia illustrate this category-specific approach. Va. Code Ann. § 35.1-28; Ariz. Rev. Stat. § 33-302; Mass. Gen. Laws ch. 140, §§ 10-13; S.C. Code Ann. § 45-1-40; Minn. Stat. § 327.71; D.C. Code § 30-101.

The statutory limitation ordinarily is not self-executing. Because innkeeper statutes were enacted to relieve hotels from the substantially greater liability imposed at common law, courts frequently require strict compliance with every statutory prerequisite. The innkeeper may therefore lose the benefit of an otherwise applicable limitation by failing to maintain the required safe, provide suitable locks, post the statutory notice in every prescribed location, issue the required receipt, or follow the statute's deposit procedures. *Paraskevaides v. Four Seasons Washington*, 292 F.3d 886 (D.C. Cir. 2002); *Goodwin v. Georgian Hotel Co.*, 84 P.2d 681 (Wash. 1938); *Mobile Battle House, Inc. v. Wolf*, 126 So.2d 486 (Ala. 1961). Substantial compliance may not be sufficient where the legislature has specified the location, number, wording, or manner of notices.

The statutes also impose significant obligations on guests. Depending on the jurisdiction and type of property involved, a guest may be required to deposit valuables in the hotel's safe, disclose their nature and value, obtain a written receipt, submit an inventory, permit inspection, comply with posted regulations, or lock the room's doors and windows. A guest who fails to satisfy those requirements may be barred from recovery, restricted to a statutory maximum, or unable to recover more than an undisclosed value. Conversely, an innkeeper that refuses property properly offered for deposit may lose the statutory protection, although many statutes permit the hotel to decline items exceeding a specified value or too large for the available depository.

The effect of negligence or misconduct varies considerably. Some statutes preserve the cap even when ordinary negligence contributed to the loss. Others remove the limitation for negligence, gross negligence, theft, dishonesty, or willful misconduct. Virginia expressly preserves liability for property stolen by an employee or agent. South Carolina removes its limitations when the innkeeper's willfulness contributes to the loss. Nevada generally requires gross neglect before liability arises. Oregon preserves liability for theft or negligence by the innkeeper or its servants. Minnesota permits actual-value recovery when the innkeeper intentionally or negligently causes the loss. Va. Code Ann. § 35.1-28; S.C. Code Ann. § 45-1-40; Nev. Rev. Stat. § 651.010; Or. Rev. Stat. § 699.010; Minn. Stat. § 327.71. Employee theft also does not receive uniform treatment. Compare *Millhiser v. Beau Site Co.*, 251 N.Y. 290, 167 N.E. 447 (N.Y. 1929), with *Goodwin v. Georgian Hotel Co.*, 197 Wash. 173, 84 P.2d 681 (Wash. 1938).

This chart summarizes the law in all 50 states governing an innkeeper's liability for property lost, stolen, damaged, or destroyed while belonging to a hotel guest. For each jurisdiction, it identifies the governing liability rule and applicable monetary cap; the conditions that must be satisfied before the innkeeper may claim statutory immunity or limited liability; and the principal exceptions, procedures for assuming greater liability, and controlling statutory and decisional authority. Because many statutes draw distinctions among valuables, baggage, ordinary room property, deposited property, checkroom property, merchandise samples, and other specialized categories, the stated limitation should be applied only to the particular property and circumstances covered by the cited statute. The chart also identifies jurisdictions in which strict compliance, negligence, gross negligence, willful misconduct, employee theft, refusal of a tendered deposit, or a special written agreement may materially alter the result.

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
ALABAMA	Valuables (money, jewelry, watches, plate, precious stones, negotiable securities, etc.): No liability if not deposited with hotel after required notice is given. If deposited, liability limited to $300, unless the hotel enters into a special written contract assuming greater liability. Hotel cannot be required to assume liability exceeding $5,000, and never beyond actual value. Other guest property (excluding baggage): Maximum liability **$5,000** if liability is not otherwise eliminated or limited.	Hotel must maintain a safe depository for valuables. Written notice must be posted on the inside of the main entrance door (or other conspicuous place) in every guest room and in the hotel lobby advising guests to deposit valuables and describing the statutory limitation. Upon accepting valuables, hotel must issue a receipt containing the statutory limitation language and advising guests of their right to request a special written contract for values exceeding **$300**. Guest must deposit valuables with the hotel to obtain protection above the statutory exclusion.	• Failure to maintain the required safe defeats the statutory limitation. • Failure to post the required notices defeats the statutory limitation. • Failure to issue the required receipt defeats the statutory limitation. • Written agreement may increase the liability limit. **Authority:** Ala. Code §§ 34-15-12 through 34-15-14; *Mobile Battle House, Inc. v. Wolf*, 126 So.2d 486 (Ala. 1961).
ALASKA	Money, jewelry, ornaments, negotiable securities, precious stones, railroad mileage books or tickets, articles of gold or silver manufacture, and other valuables of small compass must be deposited for safekeeping. Liability for deposited valuables is limited to **$1,000**, unless increased by written agreement. \n\nFor baggage and other guest property, the hotel or boardinghouse is not liable for loss, damage, or destruction unless caused by the negligence of the operator or its agent.	Innkeeper must maintain a safe or vault suitable for safekeeping of valuables and post written notices in three conspicuous places advising guests that valuables must be deposited for safekeeping. The innkeeper is not required to accept property exceeding **$1,000** in value unless willing to do so by written agreement.	Statutory protection is unavailable unless the required safe or vault is maintained and statutory notices are properly posted. Written agreements may increase the liability limit for deposited property. Statutes also govern disposition of unclaimed property left by guests. **Authority:** AS §§ 08.56.050-.070**.**
ARIZONA	If the innkeeper maintains a statutory safe, liability for valuables not deposited is eliminated. Liability for valuables deposited in the safe is limited to **$500** unless increased by written agreement. Liability is limited to **$100** for property placed in a baggage or storeroom and **$75** for property deposited in a parcel or checkroom. Merchandise samples are limited to **$500**.	Innkeeper must maintain a fireproof safe and conspicuously post notice advising guests that money, jewelry, documents, and other small valuables should be deposited therein. Merchandise samples require prior written notice from the guest and acknowledgment by the innkeeper.	Statutory limitation does not apply where the loss results from the innkeeper's own fault or negligence. Written agreements may increase liability. Merchandise samples require prior written notice and acknowledgment. **Authority:** A.R.S. § 33-302.

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
ARKANSAS	An innkeeper is liable for loss of a guest's baggage or other property only if the property was actually delivered for safekeeping or the loss resulted from the negligence of the innkeeper or its employees. An innkeeper is liable as a **depositary for hire**, not an insurer, for personal property placed under its care. Liability is limited to **$300** for each trunk and contents, **$100** for each valise and contents, **$25** for each box, bundle, or package and contents, and **$100** for all other miscellaneous personal effects, unless the innkeeper agrees in writing to assume greater liability. For money, jewelry, precious stones, negotiable papers, bullion, and other enumerated valuables deposited in the hotel safe, the innkeeper is not required to accept property exceeding **$300** in value from any guest and is not liable for any excess absent a written agreement.	To obtain the statutory protections for valuables, the innkeeper must maintain a suitable metal safe or vault, provide suitable locks, bolts, and window fastenings, and conspicuously post copies of the statute in at least ten places throughout the hotel. The guest must offer the valuables for deposit in the safe, and the innkeeper must accept them and issue a receipt. The innkeeper may assume greater liability only by written agreement.	Arkansas has abolished the common-law rule making innkeepers insurers of guest property. Statutory protections apply only upon proof of compliance with the statutory prerequisites, and factual disputes regarding compliance preclude summary judgment. Property specially entrusted to the hotel may be governed by ordinary bailment principles, while property placed under the hotel's care is subject to the statutory liability limits unless a greater liability is assumed in writing. **Authority:** Ark. Code Ann. §§ 20-26-302, 20-26-303; *Grimes v. M.H.M., Inc.*, 299 Ark. 560, 776 S.W.2d 336 (1989); *Hackney v. Southwest Hotels, Inc.*, 210 Ark. 234, 195 S.W.2d 55 (1946); *Turner v. Weitzel*, 136 Ark. 503, 207 S.W. 39 (1918).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
CALIFORNIA	Innkeeper is liable as a **depositary for hire**. Aggregate liability is limited to **$1,000**. Per-item limits are **$500** for each trunk and contents; **$250** for each valise or traveling bag and contents; **$250** for each box, bundle, or package and contents; and **$250** for all other personal property, unless the innkeeper agrees in writing to assume greater liability. For money, jewelry, documents, furs, and other articles of unusual value and small compass deposited in the hotel safe, liability is limited to **$500** unless the innkeeper issues a written receipt or otherwise agrees in writing to greater liability.	To obtain the statutory protection for valuables, the innkeeper must maintain a fireproof safe and notify guests, either personally or by posting a conspicuous notice in the office or guest room, that such valuables must be deposited in the safe. Liability for articles not deposited is eliminated, except to the extent the innkeeper's own acts contribute to the loss. Greater liability may be assumed only by written agreement or written receipt.	Sections 1859 and 1860 must be read together. Section 1859 establishes the innkeeper's liability as a bailee for hire and the applicable monetary limits, while § 1860 provides additional protection for valuables if the statutory safe-and-notice requirements are satisfied. The statutory limitations apply unless the innkeeper agrees in writing to greater liability. A guest who neither deposits valuables in the safe nor declares their value or obtains a written receipt is limited by the statutes. The § 1860 liability limitation applies even after the guest removes the property from the hotel safe immediately before checking out. The hotel need not have physical possession of the valuables at the moment of the theft for the statutory limitation to apply. **Authority:** Cal. Civ. Code §§ 1859-1860; *Gardner v. Jonathan Club*, 35 Cal. 2d 343, 217 P.2d 961 (1950); *Federal Ins. Co. v. Beverly Hills Hotel Corp.*, 202 Cal. App. 2d 120, 20 Cal. Rptr. 502 (1962); *Nagashima v. Hyatt Wilshire Corp.*, 279 Cal. Rptr. 265 (Ct. App. 1991).
COLORADO	For money, jewelry, ornaments, and other valuables (excluding necessary baggage), an innkeeper who complies with the statute is not liable unless the guest deposits the property in the hotel's safe or other suitable receptacle. Liability for deposited valuables is limited to the **declared value** at the time of deposit. The innkeeper is not required to accept property exceeding **$5,000** in value and is not liable for any excess absent a written agreement. Liability for articles left in a guest room is limited to **$200**, unless the innkeeper agrees in writing to assume greater liability. If a former guest leaves baggage or other property for safekeeping without charge after checkout, the innkeeper is liable only as a gratuitous bailee, with liability capped at **$50**.	To invoke the statutory protection for valuables, the innkeeper must maintain a safe, vault, or other suitable receptacle and conspicuously post notices in the office, public rooms, and each guest room advising guests to deposit valuables. For room-property protection, the innkeeper must provide guest room doors with locks and keys in good repair. The statutory limits may be increased only by written agreement.	Colorado has abolished the common-law rule of absolute innkeeper liability. The statutory limitations do not apply unless the innkeeper satisfies the statutory prerequisites. A guest who has checked out but leaves baggage briefly for transfer may remain a "guest" for purposes of the innkeeper relationship, and the $50 gratuitous-bailee limitation applies only when property is left **for safekeeping** after the guest relationship has ended. An employee theft from a guest room permits recovery up to the statutory **$200** limit. **Authority:** Colo. Rev. Stat. §§ 6-25-106, 6-25-107, 6-25-109, 6-25-110, 6-25-111; *New Albany Hotel Co. v. Dingman,* 181 P. 126 (Colo. 1919).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
CONNECTICUT	For securities, bank notes, money, jewelry, precious stones, watches, and other valuables, the hotel is not liable unless the guest delivers the property to the person in charge of the hotel office for safekeeping and obtains a written receipt. Liability for valuables properly deposited is limited to **$500**, unless the guest declares a greater value and the hotel issues a written receipt stating that value. For other property outside the assigned guest room, liability arises only if the loss or damage was caused by the negligence of the proprietor or its employees and is limited to **$1,000**. Property deposited in a hotel checkroom or baggage room with a check or written receipt is covered up to **$350**. Liability for property lost from the assigned guest room is limited to **$1,000**.	To invoke the statutory protection for valuables, the hotel must provide a safe and post notice of its availability either in the guest's room or in the hotel office. The guest must deliver the valuables to the person in charge of the office and obtain a written receipt. A greater value must be declared by the guest and stated in the hotel's written receipt. Checkroom or baggage-room coverage requires delivery of the property and issuance of a check or written receipt.	Connecticut maintains separate statutory schemes for **valuables** (§ 44-1) and **other property** (§ 44-2). Section 44-1 applies only to securities, bank notes, money, jewelry, precious stones, watches, and similar valuables, while § 44-2 governs claims involving other guest property. An automobile is not a "valuable" under § 44-1 and is instead governed by § 44-2. **Authority:** Conn. Gen. Stat. §§ 44-1, 44-2; *Emmerson v. Super 8 Motel-Stamford*, 59 Conn. App. 462, 757 A.2d 651 (2000).
DELAWARE	An innkeeper that complies with the statute is not liable for loss by theft or otherwise of a guest's money, goods, jewelry, or other valuables that the guest fails to deposit in the hotel's safe or vault. The statute does not establish a monetary cap for property properly deposited.	The innkeeper must provide a good, sufficient, and secure safe or vault in the hotel office or another convenient location and must post printed notices in **every lodging room and other conspicuous places** stating that the safe or vault is available and that the innkeeper will not be responsible for money, goods, jewelry, or valuables unless deposited there. Compliance must be meticulous because the statute modifies the common law and is strictly construed.	Failure to satisfy any statutory prerequisite leaves the innkeeper subject to Delaware's common-law rule of absolute liability for a guest's property. A notice that does not advise guests of the existence of a secure safe or vault, or that appears only on a registration card and guest-room door rather than in every lodging room and other conspicuous places, is insufficient. At common law, the innkeeper may avoid liability only by showing that the loss resulted from an act of God, public enemies, or the fault or misconduct of the guest or persons associated with the guest. **Authority:** 24 Del. C. § 1502; *Skyways Motor Lodge, Corp. v. General Foods Corp.*, 403 A.2d 722 (Del. 1979); *Russell v. Fagan*, 8 A. 258 (Del. Super. Ct. 1886); *In re Mikolajewski*, 83 A.2d 750 (Del. Super. Ct. 1951).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
DISTRICT OF COLUMBIA	A hotel, motel, or similar establishment that complies with the statute is generally not liable for loss, destruction, or damage to guest property not deposited for safekeeping. For property deposited in the hotel's designated depository, liability is limited to the lesser of **$1,000** or the property's fair market value at the time of loss. For property deposited in a conspicuously designated checkroom, liability is limited to the lesser of **$200** or fair market value. Motor vehicles are excluded from the depository provision.	The establishment must provide a suitable depository, other than a checkroom, for guest property and conspicuously display a printed copy or summary of the statute in both guest rooms and public rooms. A checkroom must be conspicuously designated, and the statutory notice must be conspicuously posted. Strict compliance with the posting requirements is necessary to obtain the statutory limitation.	The exclusion of liability for property not deposited does not apply to property retained in a guest room if it is property that is usual, common, or prudent for a guest to retain there. The **$200** checkroom limitation does not apply when the loss, destruction, or damage is caused by the hotel's agent or servant. Posting notice only in guest rooms, but not in public rooms, is insufficient, and actual knowledge by the guest does not substitute for statutory compliance. Use of a locked in-room safe rather than a hotel safety-deposit box is not contributory negligence as a matter of law. **Authority:** D.C. Code § 30-101; *Paraskevaides v. Four Seasons Washington*, 292 F.3d 886 (D.C. Cir. 2002).

FLORIDA	A public lodging establishment is not required to accept money, securities, jewelry, or precious stones for safekeeping. If it accepts such property, it is liable only when the loss is proximately caused by the operator's fault or negligence. Liability is limited to **$1,000** if the establishment issues a receipt stating the property's value and conspicuously stating that liability cannot exceed $1,000 and exists only for loss proximately caused by the operator's fault or negligence. For wearing apparel, goods, and other property, liability exists only for loss proximately caused by the operator's fault or negligence and is limited to **$500**. If the guest files an inventory and values the property before the loss, and permits the operator to inspect it, liability is limited to **$1,000** in total.
	
	If the establishment accepts money, securities, jewelry, or precious stones for safekeeping, **t**he operator must issue a written receipt describing the property, stating its declared value, and conspicuously stating the statutory limitation of liability in order to invoke the $1,000 limitation.
		For deposited money, securities, jewelry, or precious stones, the establishment must issue a receipt stating the value and containing the required conspicuous liability notice to obtain the **$1,000** limitation. For other property, the guest must submit a pre-loss inventory stating the property and its value and give the operator an opportunity to inspect and verify the inventory to increase the ordinary **$500** limit to **$1,000**. The current statute does **not** condition these limitations on posting the statute in guest rooms or maintaining a hotel safe.
		
		The hotel must produce the receipt.
		
		Florida Statute § 509.111 provides that if the operator accepts money, securities, jewelry, or precious stones for safekeeping, the operator must issue a receipt that:
		
		1. **Describes the property received;**
		2. **States the value of the property** (as declared by the guest); and
		3. **Conspicuously states** that the operator's liability:
		  ○ is limited to **$1,000**,
		  ○ only for loss proximately caused by the fault or negligence of the operator.
		
		If the hotel **does not issue the required receipt**, it cannot claim the statutory limitation based on that receipt.
			Florida has displaced the common-law rule imposing insurer-like liability on innkeepers; negligence or fault is required under the current statute. The operator bears the burden of establishing strict compliance with the statutory conditions necessary to invoke the limitation. A receipt that fails to state the property's value or conspicuously disclose the statutory limitation is insufficient.
			
			Authority: Fla. Stat. § 509.111; *Garner v. Margery Lane, Inc.*, 242 So. 2d 776 (Fla. 4th DCA 1970); *Lazare Kaplan & Sons, Inc. v. Pensacola Hotel Co.*, 253 F.2d 410 (5th Cir. 1958); *Dick-Cleland v. 800 Washington Ave., Inc.*, 143 F.2d 238 (5th Cir. 1944).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
GEORGIA	An innkeeper must exercise **extraordinary diligence** in protecting property entrusted to its care. Property is deemed entrusted even without actual delivery when it is left in the guest's room or placed in a public room designated for such articles. If entrusted property is stolen and the guest complied with the inn's reasonable rules, the innkeeper is liable as an insurer, subject to applicable statutory limits. Liability for nonvaluable personal property placed under the innkeeper's care is limited to **$1,000**, unless the guest gives written notice before the loss that the property exceeds $1,000 and, upon demand, provides an itemized schedule and values. For valuables deposited for safekeeping, recovery is limited to **$750** without the innkeeper's receipt and **$1,000** when the valuables are left with the innkeeper to be placed in the hotel safe or other depository, unless the parties execute a written contract providing greater liability at no additional charge to the guest.	The innkeeper may provide a safe or other depository and, by posting notice of its availability, require guests to deposit valuable articles there. The innkeeper must issue a receipt for valuables accepted for safekeeping. To invoke the **$1,000** cap for deposited valuables, notice of the limitation must be posted conspicuously in every occupied guest room. To invoke the **$1,000** cap for other entrusted property, a copy of § 43-21-12 must be posted in distinct type on the inside of the guest-room door.	Loss of entrusted property creates a presumption that the innkeeper failed to exercise extraordinary diligence, but negligence or default by the guest that caused the loss is a defense. Properly posted notice of an available safe relieves the innkeeper from responsibility for valuables left in the guest's room, even when hotel employees negligently contributed to, or intentionally committed, the theft. The statutory protection applies only to "valuable articles"; other entrusted property remains governed by the extraordinary-diligence standard and § 43-21-12. **Authority:** Ga. Code Ann. §§ 43-21-7 to 43-21-12; *Gooden v. Day's Inn*, 196 Ga. App. 324, 395 S.E.2d 876 (1990); *Kates v. Brunswick Motel Enters., Inc.*, 187 Ga. App. 875, 371 S.E.2d 686 (1988); *Chaparrone v. First Florence Corp.*, 232 Ga. App. 250, 501 S.E.2d 163 (1998).

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HAWAII	For valuables deposited in the hotel's office safe or vault, liability is limited to **$500**, unless the hotel agrees in writing to accept greater liability. For wearing apparel, luggage, merchandise, and other nonvaluable personal property, the hotel is liable only if the loss resulted from its fault or negligence. Property outside the guest's assigned room is not covered unless it was specially entrusted to the hotel or its authorized agent; liability for specially entrusted property is limited to **$500**, absent a written agreement for greater liability.	To obtain protection for valuables not deposited, the hotel must provide a safe or vault in its office and prominently post notice in the guest's room that valuables may be deposited there. For deposited valuables, the hotel must issue a receipt conspicuously stating the **$500** limitation and the availability of a written agreement for greater liability. If an in-room security box is provided, the hotel must prominently post notice explaining its availability and the hotel's liability for losses.	The office-safe protections of § 486K-4 do not eliminate liability when the loss results from the hotelkeeper's fault or negligence. The $500 limitation for valuables deposited in the office safe applies only if the hotel issues the required receipt and the loss was not caused by the hotelkeeper's fault or negligence. For other property specially entrusted to the hotel or an authorized employee, the statutory limitation is strictly construed and may not protect the hotel from liability for negligent mishandling of the entrusted property. For losses caused by fire or other causes beyond the hotelkeeper's control, the hotelkeeper owes ordinary and reasonable care. **Authority:** Haw. Rev. Stat. §§ 486K-4 through 486K-6; *Minneapolis Fire & Marine Ins. Co. v. Matson Navigation Co.*, 352 P.2d 335 (Haw. 1960).
IDAHO	A hotelkeeper is not required to accept money, securities, jewelry, or precious stones for safekeeping. If such property is accepted, liability exists only when the loss is proximately caused by the hotelkeeper's fault or negligence and is limited to **$1,000**, or a higher amount the hotelkeeper agrees in writing to assume. For wearing apparel, goods, and other property, liability likewise requires proof that the loss was proximately caused by the hotelkeeper's fault or negligence and is limited to **$500**. If the guest files a pre-loss inventory and valuation and permits inspection, liability is limited to **$1,000** in total, or a higher amount assumed in writing.	For money, securities, jewelry, or precious stones accepted for safekeeping, the hotel must give the guest a receipt stating the property's value and conspicuously stating that liability is limited to **$1,000**, or the higher amount assumed in writing, and applies only when the loss is proximately caused by the hotelkeeper's fault or negligence. To increase the **$500** limit for other property, the guest must file an inventory and valuation before the loss and give the hotelkeeper an opportunity to inspect the property and verify the inventory.	Idaho imposes no liability for guest property absent proximate causation by the hotelkeeper's fault or negligence. The statutory limits may be increased only by the hotelkeeper's written agreement. The statute does not require the hotel to accept valuables for safekeeping. **Authority:** Idaho Code § 39-1804.

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
ILLINOIS	For money, jewelry, ornaments, bank notes, bonds, negotiable securities, and other valuables not deposited in the hotel safe, liability for loss caused by the hotel's fault or negligence is limited to **$250**. For valuables deposited in the safe, liability is limited to **$500**, absent a written agreement assuming additional liability. For other property delivered for safekeeping, liability is limited to **$250** for each trunk and contents, **$75** for each valise or traveling case and contents, **$25** for each box, parcel, or package and contents, and **$75** for all other miscellaneous effects, including wearing apparel and personal belongings. Liability for merchandise samples is limited to **$250**, absent a written agreement for greater liability.	To invoke the safe-deposit protections, the hotel must provide a safe or vault in a convenient location and conspicuously post notice in each guest room that valuables may be deposited there. Property covered by the baggage limits must be delivered to the proprietor, manager, or authorized employee for safekeeping, and the guest must receive a check or receipt. For property of unusual value, the guest must provide written notice of its value, after which the hotel may agree in writing to greater liability. Merchandise samples must be disclosed by written notice acknowledged by the hotel before being brought into the hotel.	Property outside the guest's assigned room and not specially entrusted to the hotel is recoverable only when the loss resulted from the fault or negligence of the proprietor, manager, or employees, subject to the statutory limits. At common law, an innkeeper was generally treated as an insurer of guest property, except for losses caused by an act of God, public enemies, or the guest's own fault, but the statutory scheme limits that liability. A claimant need not establish absolute ownership; a sufficient possessory or legal interest in the property will support recovery. **Authority:** 740 Ill. Comp. Stat. 90/1, 90/3, 90/3.1; *Burton v. Drake Hotel Co.*, 237 Ill. App. 76 (1925); *Gross v. Saratoga European Hotel & Restaurant Co.*, 176 Ill. App. 160 (1912).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
INDIANA	For money, jewelry, ornaments, furs, negotiable securities, valuable papers, precious stones, articles of silver or gold, and other valuable property of small compass not deposited in the hotel safe, the hotel is not liable for loss or damage. If such property is deposited, liability is limited to **$600**, absent a written agreement assuming greater liability. Liability for other personal property brought into the hotel, including luggage or property checked in a hotel checkroom, is limited to **$200**. Liability for merchandise samples or merchandise for sale is limited to **$400**. Property left after the guest departs is governed by the gratuitous-bailee standard, with liability limited to **$100**. Property lost or damaged while being transported to or from the hotel on the guest's behalf is subject to a $200 limit. The limit may increase to $400 if the guest gives written notice of the property's value and the hotel acknowledges the notice in writing, and may be increased further only by written agreement.	To eliminate liability for undeposited valuables, the hotel must provide a safe in a convenient place and post notice of its availability conspicuously at the registration area or in each guest room. The guest must deliver valuables to the person in charge of the office for deposit. Greater liability for deposited valuables or other property must be assumed by written agreement. For merchandise, the guest must give prior written notice that the merchandise has been brought into the hotel and state its value, and the hotel must acknowledge receipt of that notice in writing. For property transported to or from the hotel, an increase above $200 requires written notice of value and written acknowledgment by the hotel; liability exceeding $400 requires a written agreement.	The statutory limits apply whether the loss or damage was caused by the negligence of the proprietor, manager, or employees or otherwise. Indiana recognizes four statutory levels of liability: valuables, other personal property, merchandise, and property left after departure. The **$200** general-property limitation applies to property brought into the hotel, but property in a guest's vehicle may fall outside the statutory limitation when the vehicle is within the hotel's custody or control; in that circumstance, the hotel owes a duty of ordinary care. **Authority:** Ind. Code §§ 32-33-7-2 to 32-33-7-6; *Smith v. Dunn Hospitality Group Manager, Inc.*, 64 N.E.3d 1125 (Ind. Ct. App. 2016); *Plant v. Howard Johnson's Motor Lodge,* 500 N.E.2d 1271 (Ind. Ct. App. 1986); *Eichberg & Co. v. Van Orman Fort Wayne Corp.*, 248 F.2d 758 (7th Cir. 1957).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
IOWA	For money, jewelry, articles of gold or silver manufacture, precious stones, personal ornaments, documents, and similar valuables, liability is limited to **$100** if the hotel satisfies the statutory safe, security, and notice requirements. The hotel is not required to accept valuables having a market value greater than **$500**. For other guest property placed in the hotel's care, the hotel is liable as a depositary for hire, subject to limits of **$250** for each trunk and contents, **$150** for each valise and contents, **$50** for each box, bundle, or package and contents, and **$100** for all other miscellaneous effects of each guest. If the hotel operates a garage and accepts a guest's vehicle, it is liable as a bailee for hire for the vehicle and its contents. Liability for personal property left in the vehicle is limited to $50 unless the guest lists the property with the hotel when the vehicle is left.	To invoke the **$100** valuables limitation, the hotel must continuously provide a metal safe or vault in good order; provide locks or bolts on guest-room doors and proper fastenings on transoms and windows; and conspicuously post notices in the office or another public room and in guest sleeping quarters stating that safe-deposit facilities are available. To avoid the $50 limitation for personal property left in a vehicle in a hotel-operated garage, the guest must list the property with the hotel when the vehicle is delivered.	The **$100** valuables limitation does not apply when the guest offers to deposit the valuables and the hotel refuses or fails to accept them, place them in the safe or vault, and issue a receipt. The baggage limits in § 671.4 apply only to property other than the valuables listed in §§ 671.1-671.2 and are not an overall cap on all innkeeper liability. Baggage or other property remaining at the hotel for more than **48 hours** after the guest pays the bill, registers off, and the guest relationship ends may be held at the owner's risk. **Authority:** Iowa Code §§ 671.1-671.5, 671.8; *Hanover Insurance Co. v. Alamo Motel,* 264 N.W.2d 774 (Iowa 1978).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
KANSAS	Liability for a guest's baggage, luggage, wearing apparel, personal effects, and similar property is limited to **$250**, unless the property is actually delivered to the hotelkeeper or an authorized employee in the registration office for safekeeping and the hotel issues a receipt or agrees to greater liability. Liability for merchandise for sale or samples is limited to **$250** after proper notice and delivery of an itemized list. For money, jewelry, diamonds, other valuable stones, silver or gold articles, tickets, certificates, and similar valuables, no liability arises unless the property and an itemized list are delivered to the hotel and acknowledged by a claim check or receipt; liability is then limited to **$250**. Liability for other property is likewise limited to **$250**, absent a specific written agreement assuming greater liability.	Baggage or similar property must be delivered to the hotelkeeper or an authorized agent or clerk in the registration office, and the hotel must issue a receipt if it accepts the property for safekeeping. A guest carrying merchandise or samples must notify the hotel upon entering and provide an itemized list. Valuables must be delivered with an itemized list and acknowledged by a claim check or receipt. Any assumption of liability exceeding **$250** must be made through a specific written agreement by the hotelkeeper or an authorized registration-office employee.	Section 36-402 applies to negligence claims and limits liability even when the hotel negligently loses property entrusted to it. Jewelry carried as merchandise or samples is governed by the merchandise provision when the guest represents it as merchandise. The hotel has no affirmative duty to ask what undisclosed property contains, request an itemized list, or independently investigate its ownership. The statute may also limit liability for property owned by a third party but entrusted to a hotel guest. **Authority:** Kan. Stat. Ann. §§ 36-401, 36-402; *Nova Stylings, Inc. v. Red Roof Inns, Inc.*, 747 P.2d 264 (Kan. 1987).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
KENTUCKY	For money, jewelry, furs, securities, valuable papers, and other valuable property of small compass, the hotel is not liable if the guest fails to use a qualifying hotel safe. If the property is deposited, liability is limited to **$300**, unless the hotel assumes greater liability by written agreement. For other personal property brought into the hotel, liability is ordinarily limited to **$100**, or **$200** when the loss is caused by the negligence of the proprietor or its agents or employees. Liability for merchandise samples or merchandise for sale arises only after the required written notice and acknowledgment and may not exceed **$200**, absent a written agreement for greater liability. Property left after the guest relationship ends is subject to a gratuitous-bailee standard and a **$100** limit. Property lost or destroyed while being transported to or from the hotel on the guest's behalf is subject to a **$100** limit, increased to no more than **$200** after written notice and acknowledgment of its value, absent a written agreement for greater liability.	To eliminate liability for undeposited valuables, the hotel must provide a safe in a convenient place and post a copy of KRS § 306.020 conspicuously in the hotel's office, public rooms, and public parlors, notifying guests that the safe is available. The guest must deliver the valuables to the person in charge of the office for deposit. For merchandise, the guest must provide prior written notice describing its presence and value and obtain the hotel's written acknowledgment. Greater liability must be assumed through a written agreement.	The safe statute bars recovery for undeposited valuables whether the loss results from negligence, fire, theft, burglary, or another cause. The general statutory limits apply to property remaining in the guest's joint or constructive custody and to contract-based bailment claims. However, the **$200** limitation does not restrict a tort action for negligent injury to or loss of property delivered into the hotel's **sole custody**, including an automobile entrusted to hotel employees. Once a guest proves that property placed in the hotel's custody was lost, the burden shifts to the hotel to produce evidence that the loss resulted from a cause for which it was not responsible. Fire losses are recoverable only when caused by hotel negligence. **Authority:** Ky. Rev. Stat. §§ 306.010-306.030; *Kentucky Hotel, Inc. v. Cinotti*, 182 S.W.2d 27 (Ky. 1944); *Milner Hotels, Inc. v. Lyon*, 196 S.W.2d 364 (Ky. 1946); *Zurich Fire Insurance Co. of New York v. Weil*, 259 S.W.2d 54 (Ky. 1953).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
LOUISIANA	An innkeeper is liable for a guest's stolen or damaged belongings only when the loss is attributable to the innkeeper's fault. For belongings **not delivered to the innkeeper**, contractual and delictual* liability is limited to **$500** if the statutory safe-deposit and notice requirements are satisfied, unless the innkeeper assumes greater liability by a separate written contract. Property delivered to the innkeeper for safekeeping is not subject to the **$500** limitation; the innkeeper becomes a compensated depositary and must exercise diligence and prudence in safeguarding it. Property placed by the guest in an in-room safe is not considered delivered to the innkeeper, and the innkeeper is not a depositary of that property.	To invoke the **$500** limitation for property not delivered for safekeeping, the innkeeper must provide a safe-deposit facility and post notice that the facility is available. An innkeeper generally must accept a guest's personal belongings for deposit, but may refuse property whose excessive value, size, weight, or nature prevents the innkeeper from reasonably providing the service. The innkeeper may inspect deposited property and require it to be placed in a closed or sealed receptacle.	The limitation applies to both **contractual and delictual*** claims, expressly superseding the former rule under which the statutory cap applied only to the innkeeper's contractual liability as depositary. The **$500** cap does not apply when the innkeeper fails to provide a safe-deposit facility, fails to post the required notice, assumes greater liability in writing, or accepts actual delivery of the property for safekeeping. For delivered property, the innkeeper is liable for losses caused by failure to exercise the diligence and prudence required of a compensated depositary. The older decisions interpreting former Civil Code art. 2971 remain useful historically but must not be cited for the proposition that the current limitation excludes tort liability. *In Louisiana, **"**delictual" simply means tort. The Louisiana Civil Code uses the civil-law term *delict* where common-law jurisdictions use the term *tort*. **Authority:** La. Civ. Code arts. 2930, 2941-2945; *Laubie v. Sonesta International Hotel Corp.*, 398 So. 2d 1374 (La. 1981).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
MAINE	For money, bank notes, jewelry, articles of gold or silver manufacture, precious stones, personal ornaments, travel tickets, negotiable or valuable papers, and bullion, a qualifying innkeeper is not liable when the guest fails to offer the property for deposit in the hotel safe or vault. The innkeeper is not required to accept such valuables exceeding an aggregate value of **$300** and is not liable for any excess, whether accepted or not. The $300 limitation also applies after qualifying valuables have been accepted for deposit, including losses caused by the theft or negligence of the innkeeper's employees. For other personal property placed under the innkeeper's care, liability is that of a **depositary for hire**, subject to limits of **$150** for each trunk and contents, **$50** for each piece of luggage and contents, **$10** for each box, bundle, or package and contents, and **$50** for all other miscellaneous effects, including wearing apparel and personal belongings, unless greater liability is assumed in writing.	To obtain immunity for undeposited valuables, the innkeeper must continuously maintain a metal safe or suitable vault in good condition; maintain suitable locks or bolts on guest-room doors and suitable fastenings on transoms and windows; and conspicuously post a copy of § 3851 at or near the guest-registration desk and in each guest room. A guest delivering baggage or other property for safekeeping outside the assigned room must demand, and the innkeeper must provide, a check or receipt evidencing delivery. The parties may establish different terms for safe or vault deposits by written agreement.	If the innkeeper fails to satisfy the statutory safe, lock, and posting requirements, the innkeeper remains subject to the common-law rule making an innkeeper an insurer of guest property, subject to the statutory **$300 cap** for the valuables enumerated in § 3851. Immunity also does not apply when the guest offers qualifying valuables for deposit and the innkeeper refuses or fails to accept them, secure them, and issue a receipt. The **$300 cap applies to employee theft and hotel negligence**, but not to theft or wrongful appropriation by the innkeeper personally. Jewelry and personal ornaments are governed by § 3851 and are not merely "personal belongings" subject to the lower § 3854 limit. For other property, liability generally requires actual delivery for safekeeping or negligence by the proprietor or employees. A long-term occupant may remain a statutory "guest" when the occupant registers, receives maid and customary hotel services, and pays by the week or month; a person who rents a room for a definite period, assumes full control, and does not receive ordinary hotel services may not be a guest. In an ordinary bailment claim outside the guest relationship, the bailor bears the burden of proving the bailee's negligence. The innkeeper is not liable for loss caused by fire unless the fire was intentionally produced by the innkeeper or employees. **Authority:** Me. Rev. Stat. tit. 30-A, §§ 3851-3854; *Wagner v. Congress Square Hotel Co.*, 115 Me. 190, 98 A. 660 (1916); *Levesque v. Columbia Hotel*, 44 A.2d 728 (Me. 1945).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
MARYLAND	A hotel is not liable for the loss, by robbery or otherwise, of a guest's "valuables" that are not deposited for safekeeping if the hotel provides a safe or other secure depository and the loss does not result from the hotel's collusion or negligence. For valuables deposited with the hotel, liability is limited to **$300** unless, at the time of deposit, the guest shows the valuables to a hotel agent and declares a greater value. The hotel need not accept valuables with a declared value exceeding **$1,000**, and its maximum liability for lost or damaged valuables is **$1,000**, whether or not they were offered or accepted for safekeeping. Liability for nonvaluable property lost from a registered guest's room is limited to **$300**. Liability for property left in a checkroom or similar place is limited to **$75** when the statutory notice and ticket requirements are satisfied. Liability for property left in a baggage room or similar storage area is limited to **$300**.	To invoke the protection for undeposited valuables, the hotel must provide a safe or other secure depository for guest valuables. For the **$75 checkroom limitation**, the hotel must conspicuously post notice of the limitation at each checkroom or similar location and give the guest an identification ticket stating the limitation in at least 10-point type and providing a space to declare a greater value. The limitation applies only when the guest does not declare a value exceeding **$75** on the hotel's duplicate ticket. Except for the checkroom provision, the statutory subtitle applies only if the hotel displays notice of the subtitle in each guest room. The general valuables, guest-room-property, and baggage-room limitations therefore depend on compliance with the guest-room notice requirement of § 15-102.	The immunity for undeposited valuables does not apply when the loss results from the collusion or negligence of the hotel or its agent. A guest who proves hotel negligence therefore may avoid the statutory nonliability rule, although the statute separately establishes an overall **$1,000 maximum** for valuables. Maryland also recognizes contributory negligence and assumption of risk where a guest knowingly declines available safekeeping measures and otherwise acts unreasonably regarding valuable property. A hotel is not liable for property lost in a fire proved to have occurred without negligence by the hotel or its agents or employees. **Authority:** Md. Code Ann., Bus. Reg. §§ 15-101-15-107; *Schear v. Motel Management Corp. of America,* 61 Md. App. 670, 487 A.2d 1240 (Md. Ct. Spec. App. 1985).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
MASSACHUSETTS	An innholder is not liable for guest losses except for wearing apparel, articles worn or carried on the person, personal baggage, and money necessary for traveling expenses and personal use; recovery for those categories is limited to **$300**. Liability for a guest's money, jewels, and ornaments specially deposited for safekeeping, or offered for deposit, is limited to **$1,000**. If the innholder provides a qualifying security box in the guest's room, liability for property deposited in that box is limited to **$1,000**, whether the loss occurs by theft or otherwise. The statute does not restrict liability assumed through a special contract for other property deposited for safekeeping after the innholder is fully informed of its nature and value. A clock is not "personal baggage" within the statute.	To obtain the **$1,000 in-room-security-box limitation**, the innholder must post a printed copy of G.L. c. 140, §§ 10-13 conspicuously in each guest room. A qualifying security box must be a metal or alloy box capable of being securely locked. Money, jewels, and ornaments must be specially deposited, or offered for deposit, with the innholder, the person in charge of the office, or another authorized agent. A hotel custom or rule requiring guests to deposit valuables is not binding unless actually brought to the guest's attention.	The innholder may avoid liability by proving that the loss was attributable to the guest's negligence or failure to comply with reasonable and proper hotel regulations duly brought to the guest's notice. The innholder bears the burden of proving the guest's negligence. A guest is not negligent for failing to use an inconspicuous door bolt that was not called to the guest's attention, and violation of a reasonable regulation requiring unattended baggage to be left with a porter may bar recovery when the regulation was communicated to the guest. At common law, an innkeeper was generally treated as an insurer of guest property, except for losses caused by an act of God, public enemy, or the owner's fault; the statutory provisions limit that common-law liability. Complimentary parking in an unattended hotel garage does not create a bailment when the guest locks the vehicle and retains the keys. **Authority:** Mass. Gen. Laws ch. 140, §§ 10-13, 17; *Spring v. Hager*, 13 N.E. 479 (Mass. 1887); *Widen v. Warren Hotel Co.*, 159 N.E. 456 (Mass. 1928); *Burbank v. Chapin*, 2 N.E. 934 (Mass. 1885); *Berkshire Woolen Co. v. Proctor*, 61 Mass. 417, 7 Cush. 417 (1851); *Miller v. Commonwealth Motor Hotels, Inc.*, 267 N.E.2d 925 (Mass. 1971); *Hotel Commander, Inc. v. Dunn*, 13 Mass. App. Dec. 96 (1957).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
MICHIGAN	An innkeeper's liability for loss of or injury to a guest's personal property is that of a **depositary for hire**, subject to an overall limit of **$250**. Within that limit, liability may not exceed **$150** for a trunk or chest and contents, **$50** for a traveling bag or dress suitcase and contents, and **$10** for a box, bundle, or package and contents. For money, bank notes, jewelry, articles of gold or silver manufacture, precious stones, personal ornaments, railroad tickets, negotiable or valuable papers, and bullion, a qualifying innkeeper generally is not liable unless the guest offers the property for deposit and the innkeeper refuses or fails to accept it, secure it, and issue a receipt. The innkeeper need not accept enumerated valuables exceeding an aggregate value of **$250** and is not liable for the excess, whether accepted or not, absent a written special agreement. A guest must disclose the contents of a container holding enumerated valuables; otherwise, the container is subject to the ordinary baggage limit. Thus, a hotel was liable for only **$50** for a briefcase containing undisclosed diamonds.	To obtain statutory protection for enumerated valuables, the innkeeper must continuously maintain a metal safe or suitable vault in good order; provide suitable locks and bolts on guest-room doors and suitable fastenings on transoms and windows; and conspicuously post a copy of § 427.102 in the office, parlor or sitting room, barroom, washroom, and five other conspicuous places, or in at least **ten conspicuous places** throughout the inn. Bank-style metal safety-deposit boxes may constitute a suitable vault. Greater liability may be assumed only through a written agreement identifying the property and its value, describing the nature and extent of the assumed liability, and signed by the guest and innkeeper or clerk.	Because the statute derogates from the common law, it is strictly construed. At common law, an innkeeper was generally an insurer of guest property except for losses caused by an act of God, public enemy, or the guest's own fault. When property is properly deposited and the hotel fails to return it on demand, a presumption arises that the loss resulted from hotel or employee theft or negligence, and the burden shifts to the hotel to explain the loss. A hotel may not evade liability by a printed limitation on a deposit envelope when its clerks routinely disregard that restriction with management's knowledge. Whether guest-room locks are "suitable" is ordinarily a fact question. A long-term occupant may remain a guest rather than a tenant when no definite tenancy exists and the hotel relationship continues. An innkeeper acting after the guest relationship has ended, such as by agreeing to forward a later-arriving package, is liable only as an ordinary bailee. **Authority:** Mich. Comp. Laws §§ 427.101-427.102; *Oppenheimer v. Morton Hotel Corp.*, 210 F. Supp. 609 (W.D. Mich. 1962), aff'd, 324 F.2d 766 (6th Cir. 1963); *Layton v. Seward Corp.*, 31 N.W.2d 678 (Mich. 1948); *Davis v. Cohen*, 235 N.W. 173 (Mich. 1931); *Weadock v. Swart*, 128 N.W. 734 (Mich. 1910); *Weadock v. Swart*, 144 N.W. 557 (Mich. 1913); *Baehr v. Downey*, 94 N.W. 750 (Mich. 1903).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
MINNESOTA	For "valuables," including money, bank notes, bonds, precious stones, jewelry, watches, securities, transportation tickets, cameras, checks, drafts, negotiable instruments, business papers, documents, and other articles of value, a qualifying innkeeper generally is not liable unless the guest offers the valuables for deposit and the innkeeper refuses or fails to accept and secure them and issue a receipt. Subject to the negligence exception, liability for valuables is limited to **$1,000**, and the innkeeper need not accept valuables worth more than **$1,000** unless acceptance is in writing. Liability for baggage, parcels, packages, or wearing apparel delivered for custody outside the guest room or hotel safe is limited to **$1,000** and arises only if the innkeeper gives a written check or receipt. Liability for personal property in the guest's assigned room is limited to **$1,000**. For large receptacles containing property of special value that cannot be placed in the safe or vault, liability may extend to the actual value of the receptacle and contents, or the actual amount of damage, if the statutory delivery, inventory, inspection, and receipt requirements are met.	For valuables, the innkeeper must maintain a **fireproof metal safe or vault**, in good order and fit for custody, and conspicuously post a copy of the valuables provision at or near the front desk and on the inside of the entrance door of every bedroom. The guest must offer the valuables for deposit, and the innkeeper must accept them, place them in the safe or vault, and issue a receipt. For property placed in a baggage room or similar custody area, the innkeeper must provide a written check or receipt. For large items of special value not suitable for the safe, the guest must deliver the property for custody, file a written inventory and approximate valuation, permit the innkeeper to inspect and verify the property, and obtain a written check or receipt.	The statutory **$1,000 limitations do not apply when the innkeeper intentionally or negligently causes the loss or damage** to valuables or property covered by the valuables, baggage-room, assigned-room, or abandoned-property provisions; in that event, the innkeeper is liable for the property's actual value or the actual amount of damage. An innkeeper ordinarily is not liable for property left after the guest relationship ends or sent to the hotel before it begins. After ten days, unclaimed property may be placed in a storage warehouse, with the warehouse receipt held for the owner, or disposed of under Minnesota's abandoned-property statutes. **Authority:** Minn. Stat. §§ 327.70-327.71.

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
MISSISSIPPI	For money, bank notes, jewelry, gold or silver articles, precious stones, personal ornaments, railroad mileage books or tickets, negotiable or valuable papers, and bullion, a qualifying innkeeper generally is not liable unless the guest offers the property for deposit and the innkeeper refuses or fails to accept it, place it in the safe or vault, and issue a receipt. The innkeeper need not accept enumerated valuables exceeding **$500** in aggregate value and is not liable for any excess, whether accepted or not, absent a written special agreement. For other personal property placed under the innkeeper's care, liability is that of a **depositary for hire**, subject to limits of **$100** for each trunk and contents, **$25** for each valise and contents, and **$5** for each box, bundle, or package and contents, unless the innkeeper agrees in writing to greater liability.	To obtain the statutory protection for valuables, the innkeeper must continuously maintain an iron safe or suitable vault in good order and fit for safekeeping; provide locks or bolts on guest-room doors and suitable fastenings on transoms and windows; and post copies of §§ 75-73-3 and 75-73-5 conspicuously in the hotel's general office or lobby. When valuables are offered for deposit, the innkeeper must accept and secure them and give the guest a receipt. Any agreement to accept property exceeding **$500**, or to assume liability beyond the ordinary baggage limits, must be in writing.	The statutory limits do not apply when property delivered into the hotel's custody, or placed in a guest room, is lost through the theft, negligence, carelessness, or omission of the innkeeper or its employee, unless the guest's own negligence or omission caused the loss. Once a guest proves delivery of property into the hotel's custody and its subsequent loss, a presumption of negligence arises; proof that the loss resulted from fire prima facie rebuts that presumption and shifts the burden back to the guest to prove hotel negligence. The hotel is liable only for ordinary care as a bailee for hire rather than as an insurer. An employee acting outside the scope of employment does not impose liability on the hotel. Property delivered to an authorized hotel porter before registration may be governed by ordinary bailment principles, but if the owner becomes a guest within a reasonable time, the statutory limitation may not apply where the loss falls within the negligence exception. **Authority:** Miss. Code Ann. §§ 75-73-1, 75-73-3, 75-73-5, 75-73-7; *Kerr v. Hudson Hotel Co.*, 204 Miss. 396, 37 So. 2d 630 (1948); *Edwards Hotel Co. v. Terry*, 187 So. 518 (Miss. 1939); *Edwards House v. Davis*, 86 So. 849 (Miss. 1921).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
MISSOURI	A lodging establishment's total liability for loss of a guest's money, jewelry, wearing apparel, baggage, or other property is limited to **$200**, unless it assumes greater liability by written agreement. For money, jewelry, or baggage, the lodging establishment ordinarily has no liability unless the property was actually delivered to the establishment or its authorized agent or clerk at the office and the guest received a claim check. A compliant lodging establishment is not liable for loss of money, jewelry, articles of gold or silver manufacture, and similar valuables that the guest did not offer for deposit in the hotel safe or safe-deposit boxes. A guest's automobile is not included within "other property" subject to the **$200** statutory limit.	To obtain the **$200 limitation**, the lodging establishment must conspicuously post § 419.010 at the guest-registration desk and in every guest room. To obtain immunity for undeposited valuables, it must continuously maintain a safe or safe-deposit boxes in good order and suitable for valuables behind the guest-registration desk and conspicuously post copies of §§ 419.020 and 419.030 at the registration desk and in every guest room. When a guest offers property for deposit, the establishment must accept and secure it and, when deposited in a safe, issue a receipt. Strict compliance with the statutory posting requirements is required; notice contained only on a registration card does not substitute for the prescribed postings.	The **$200 cap** does not apply if the establishment fails to make the required postings or assumes greater liability in writing. The delivery-and-claim-check defense for money, jewelry, and baggage does not apply when the loss results from the willful negligence or wrongdoing of the establishment or its employees, although that exception does not itself eliminate the separate **$200 cap**. The establishment is not liable for baggage or other guest property lost in a fire not intentionally caused by it or its employees. It is not liable for merchandise for sale or samples unless the guest gives written notice after entering the establishment; actual knowledge does not replace the required written notice. The establishment remains liable for losses caused by theft committed by it or its employees. Because the statutes derogate from the common law, they are strictly construed. **Authority:** Mo. Rev. Stat. §§ 419.010-419.030; *Stormer v. Richfield Hospitality Services, Inc.*, 60 S.W.3d 10 (Mo. Ct. App. 2001); *Phoenix Assurance Co. of New York v. Royale Investment Co.*, 393 S.W.2d 43 (Mo. Ct. App. 1965); *Link-Simon, Inc. v. Muehlebach Hotel, Inc.*, 374 F. Supp. 789 (W.D. Mo. 1974); *Fisher v. Kelsey*, 121 U.S. 383 (1887).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
MONTANA	An innkeeper is liable for loss of or injury to personal property placed by a guest under the innkeeper's care, subject to an aggregate limit of **$500** for all personal property of each registered guest. The innkeeper may assume greater liability through a written agreement with the guest. A hotelkeeper or innkeeper is not liable for a guest's wearing apparel, goods, or personal effects when the loss occurs without fault or negligence by the innkeeper or its employees. For money, jewelry, documents, and other articles of value and small size, a qualifying innkeeper is not liable if the property was not deposited in the hotel's fireproof safe and was not required for the guest's present use. For baggage or other guest property damaged or destroyed by fire, the innkeeper is liable when the fire-related loss results from the negligence of the innkeeper or its employees.	To invoke the **$500 limitation**, the innkeeper must notify the guest **in writing at the time of registration** that the limitation applies. To obtain protection for undeposited money, jewelry, documents, and other small valuables, the innkeeper must maintain a **fireproof safe** and notify the guest of its availability and the limitation of liability, either personally or through a printed notice placed prominently in the guest's room. Any assumption of liability exceeding **$500** must be made in writing.	The innkeeper remains liable to the extent its own acts contribute to the loss of or injury to valuables not deposited in the safe. Liability for property placed under the innkeeper's care does not arise when the loss was caused by an irresistible superhuman cause, a public enemy, the owner's negligence, or the act of a person whom the innkeeper brought into the inn. Section 70-6-512 governs an innkeeper's right to refuse accommodations and does not materially alter liability for lost, stolen, damaged, or destroyed guest property. **Authority:** Mont. Code Ann. §§ 70-6-501 through 70-6-505.

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
NEBRASKA	For money, bank notes, jewelry, articles of gold or silver manufacture, precious stones, personal ornaments, transportation tickets, negotiable or valuable papers, bullion, and other small valuables, a qualifying proprietor generally is not liable unless the guest offers the property for deposit and the proprietor refuses or fails to accept it, secure it, and issue a receipt. The proprietor need not accept valuables exceeding **$500** and is not liable for any excess unless the property is receipted for in writing. For baggage and wearing apparel accepted for safekeeping, liability is limited to **$200** for a trunk and contents, **$75** for a valise, grip, or sample case and contents, **$25** for a box, bundle, or package and contents, and **$75** for miscellaneous effects, wearing apparel, and personal belongings, unless greater responsibility is assumed in writing. Liability for property left after the guest relationship ends is limited to **$250**; liability for property transported to or from the establishment is limited to **$500**; and liability for property loss or damage caused by proprietor or employee negligence is generally limited to **$1,000**. Each limit may be increased through a timely written declaration of greater value.	To obtain protection for undeposited valuables, the proprietor must continuously maintain a suitable metal safe or vault; provide suitable locks or bolts on guest-room doors and suitable fastenings on transoms and windows; and conspicuously post a copy of § 41-208 in the public areas and every sleeping room. Property accepted for safekeeping must be accompanied by a receipt or check. To invoke the limits for property left after departure, property in transit, negligence losses, and the seven-day notice requirement, the applicable statute must be printed in at least ten-point type and conspicuously posted in the public areas and each room. The establishment must furnish written value-declaration forms and provide the guest a copy signed by the proprietor or its agent.	Deposited valuables are recoverable only upon proof of negligence or dishonesty by the proprietor or its agents. The limits applicable to valuables and checked baggage continue for **48 hours** after the guest ceases occupying the premises and pays the bill. Property left after departure is held under the standard applicable to a gratuitous bailee, even when the loss was caused by negligence. The proprietor may transfer abandoned baggage to a storage warehouse and avoid further responsibility by retaining a warehouse receipt for the owner. No recovery is permitted unless the guest reports the loss or damage to the proprietor **in writing within seven (7) days after discovery**, provided the required notice is posted. A proprietor claiming the benefit of an innkeeper-limitation statute bears the burden of proving compliance. Earlier Nebraska authority held that such statutes limit the innkeeper's common-law insurer liability but do not necessarily bar an independent negligence claim; the present statute, however, expressly caps negligence-based property claims at **$1,000** absent a written declaration of greater value. Failure to disclose that a sample case contained exceptionally valuable diamonds constituted contributory negligence barring recovery. **Authority:** Neb. Rev. Stat. §§ 41-208-41-214; *Roger Wurmser, Inc. v. Interstate Hotel Co. of Nebraska*, 28 N.W.2d 405 (Neb. 1947).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
NEVADA	An owner or keeper of a hotel, inn, motel, motor court, boardinghouse, or lodging house generally is not civilly liable for theft, loss, damage, or destruction of property brought by a patron onto the premises or left in a motor vehicle on the premises, whether caused by theft, burglary, fire, or otherwise, absent **gross neglect**. For property left in a guest room, a qualifying innkeeper likewise is not liable if the property was not offered for deposit in the hotel safe or vault, absent gross negligence. The innkeeper need not accept property worth more than **$750** or property too large to fit easily in the safe or vault. Liability for any property of an individual patron or guest is limited to **$750**, including property not deposited because of its size, unless the innkeeper accepts it for safekeeping and agrees in writing to greater liability after the patron or guest specifies its value.	To obtain the specific protection for property left in a guest room, the innkeeper must provide a **fireproof safe or vault** for guest property and either personally notify the guest of that service or post notice in both the office and the guest's room. The guest must then fail to offer the property for deposit. Liability exceeding **$750** may be assumed only through a written agreement in which the guest specifies the property's value and the innkeeper expressly consents to greater liability.	The statute's **$750 maximum applies even when the hotel failed to satisfy the safe-and-notice requirements and even when the loss resulted from gross negligence**, unless the hotel expressly agreed in writing to assume greater liability. At common law, Nevada treated an innkeeper as responsible for guest property entrusted to its care unless the loss resulted from an act of God, public enemy, the guest's fault, or an irresistible force or inevitable accident occurring without the innkeeper's fault; § 651.010 substantially limits that common-law liability. The statute also applies to property placed in a hotel baggage room after checkout and is not confined to property left in a guest room. "Premises" includes associated buildings, facilities, parking lots, recreational facilities, and other land used or maintained in connection with the lodging establishment. **Authority:** Nev. Rev. Stat. §§ 651.005, 651.010-651.011; *Cloward v. Pappas*, 387 P.2d 97 (Nev. 1963); *Kahn v. Hotel Ramada of Nevada*, 799 F.2d 199 (5th Cir. 1986).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
NEW HAMPSHIRE	For wearing apparel or baggage lost from the guest's assigned room, recovery is limited to **$300**. For money, jewelry, precious stones, watches, negotiable securities, and other valuables received for deposit, liability is limited to **$1,000**, unless the hotelkeeper enters into a special written contract stating the kind and value of the property and the nature and extent of the assumed liability. A hotelkeeper is not liable for other property, including wearing apparel and personal baggage, located outside the guest's assigned room unless the property was specially entrusted to the care and custody of the hotelkeeper or its agents or employees.	To obtain protection for undeposited valuables, the hotelkeeper must provide a suitable safe and conspicuously post, both in each guest room and in the hotel office, a notice containing a copy of § 353:1 and stating that the safe is available for deposits. The valuables must not have been delivered, or offered for delivery, to the person in charge of the hotel office for deposit. Liability exceeding **$1,000** for deposited valuables requires a special written contract identifying the property, its value, and the extent of the hotelkeeper's liability.	For wearing apparel or baggage lost from an assigned room, and for valuables not deposited in the safe, the hotelkeeper must affirmatively prove either that the loss was not caused or contributed to by its negligence or fault, or that the loss was caused solely by the guest's negligence. Thus, the statutory immunity does not protect a negligent hotelkeeper. Property outside the assigned room is recoverable only if specially entrusted to the hotelkeeper or its personnel. A hotelkeeper is not liable for guest property lost in a fire unless the fire was caused by the hotelkeeper's negligence. **Authority:** N.H. Rev. Stat. Ann. §§ 353:1-353:2.

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
NEW JERSEY	"Valuables" include money, bank notes, bonds, precious stones, jewelry, ornaments, furs, watches, securities, transportation tickets, cameras, checks, drafts and other negotiable instruments, business papers, documents and other papers, and articles of similar value. A qualifying hotel proprietor is not liable for valuables that the guest fails to deposit in the hotel's safe or other depository. For valuables deposited with the hotel, liability is limited to **$5,000**, unless the proprietor agrees in writing to accept greater liability. For other personal property outside the guest's assigned room, the proprietor has no liability unless the property was specially entrusted to the proprietor or an authorized agent; liability for property so entrusted is limited to **$1,500**. The guest bears the burden of proving the amount of the loss.	To obtain immunity for undeposited valuables, the proprietor must provide a safe or other depository in the hotel office or another convenient location and place a notice conspicuously in each occupied guest room stating that the depository is available. Strict compliance is required. Actual knowledge of the depository does not substitute for the required conspicuous room notice, and a notice embedded inconspicuously in a hotel directory may present a jury question. Liability exceeding **$5,000** for deposited valuables must be assumed by special written agreement.	The statutory immunity for undeposited valuables applies regardless of whether the loss occurs by theft or otherwise when the hotel strictly complies with the safe-and-notice requirements. Because the statute derogates from the common law, it is strictly construed and must be strictly complied with. For nonvaluable personal property in the guest's room, the hotel is not liable if the loss occurred without its fault or negligence. When property outside the room is specially entrusted to the hotel and is not returned, the guest receives the ordinary bailment presumption of negligence. For losses caused by fire or another force beyond the proprietor's control, the proprietor is responsible only for ordinary and reasonable care in the custody of the property. **Authority:** N.J. Stat. Ann. §§ 29:2-1-29:2-4; *North River Insurance Co. v. Tisch Management, Inc.*, 166 A.2d 169 (N.J. Super. Ct. App. Div. 1960); *Platt v. New Irvington Hotel of Lakewood, Inc.*, 204 A.2d 709 (N.J. Super. Ct. App. Div. 1964); *Kushner v. President of Atlantic City, Inc.*, 251 A.2d 726 (N.J. Super. Ct. App. Div. 1969).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
NEW MEXICO	A hotelkeeper is liable for loss of property brought into the hotel by a guest when the loss is caused by the theft or negligence of the hotelkeeper or its employees, but liability is limited to **$1,000**. The limitation applies even when the property was delivered directly into the hotel's custody for safekeeping and also applies when luggage is delivered to the hotel by a third party on the guest's behalf. A motel or lodge is treated as a hotel when the services offered and facilities available are substantially those ordinarily provided by a hotel.	To obtain complete immunity for a guest's undeposited money, jewels, ornaments, or other valuables, the hotelkeeper must provide a **suitable safe** for guest valuables and conspicuously post a printed notice in the guest rooms stating that the safe is available. The guest must then neglect to deposit the valuables in the safe. The statute does not expressly require the hotel to issue a receipt or limit the value of property it must accept.	A hotel that does not provide the required safe and room notice remains subject to liability for theft or negligence, but the **$1,000 cap still applies**. The cap applies to property in the hotel's actual custody, including valuables accepted at the front desk and luggage delivered by an airline, and cannot be avoided by characterizing the claim as bailment, conversion, wrongful refusal to return property, or another common-law theory. At common law, an innkeeper was an insurer of guest property, except for losses caused by an act of God, public enemy, or the guest; § 57-6-1 was enacted to ameliorate that rule and is liberally applied to advance its remedial purpose. **Authority:** N.M. Stat. Ann. § 57-6-1; *Weiser v. Albuquerque Oil & Gasoline Co.*, 325 P.2d 720 (N.M. 1958); *Albuquerque Hilton Inn v. Haley*, 565 P.2d 1027 (N.M. 1977); *Landrum v. Harvey*, 210 P. 104 (N.M. 1922).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
NEW YORK	For money, jewels, ornaments, bank notes, bonds, negotiable securities, and precious stones, a qualifying proprietor is not liable if the guest fails to deposit the property in the available safe or safe-deposit boxes. Liability for deposited valuables is limited to **$1,500**, unless greater liability is assumed by special written agreement. For wearing apparel and other personal property in the lobby, hallways, or assigned guest room, liability is limited to **$500**. Property delivered for storage outside the assigned room is limited to **$100**, unless a greater value is declared and stated in a written receipt; even then, liability is limited to **$500**. Merchandise samples or goods for sale are not covered unless the guest provides prior written notice of their possession and value, acknowledged in writing; liability is then limited to **$500**. Property deposited without charge in a parcel or checkroom is limited to **$200**, or **$300** if a greater value is declared and receipted. Property delivered for transportation to or from the hotel is limited to **$250**, or **$500** if a greater value is declared and receipted.	For valuables, the proprietor must provide a safe or safe-deposit boxes in the office or another convenient location and conspicuously post notice of their availability in the office, public rooms, and public parlors. Strict statutory compliance is required, and the safe must provide adequate protection against theft, fire, and other reasonably foreseeable risks. For the limitations governing clothing and other personal property, a printed copy of § 201 must be conspicuously posted in the office or public room and public parlors. Greater declared values for stored, checked, or transported property must be stated when the property is delivered and reflected in a written receipt issued by the proprietor.	Section 200 is an affirmative defense, and the hotel bears the burden of proving strict compliance. A hotel that denies or materially restricts access to its safe, or provides an inadequate safe, cannot invoke the statutory limitation. Once § 200 is satisfied, its **$1,500** limit applies even when the hotel's general negligence caused the loss, unless that negligence itself prevented statutory compliance. By contrast, the monetary limits under § 201 do not apply when the loss resulted from the proprietor's fault or negligence. Section 201 does not limit a claim for conversion. The proprietor is not liable for property lost by fire occurring without its fault or negligence, or for property stored in a barn or outbuilding when an incendiary fire occurred without its fault or negligence. **Authority:** N.Y. Gen. Bus. Law §§ 200-202, 203-a; *Goncalves v. Regent International Hotels, Ltd.*, 447 N.E.2d 693 (N.Y. 1983); *Zaldin v. Concord Hotel*, 399 N.E.2d 946 (N.Y. 1979); *Weinberg v. D-M Restaurant Corp.*, 426 N.E.2d 459 (N.Y. 1981).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
NORTH CAROLINA	An innkeeper is liable for loss, damage, or destruction of a guest's baggage or other property only when the loss results from the innkeeper's failure to exercise ordinary, proper, and reasonable care. Liability for a negligent loss is limited to **$100**. The guest may obtain recovery for the property's full value by notifying the innkeeper in writing, before the loss, that the property exceeds $100 in value and, upon demand, furnishing an itemized list or schedule stating its value. An innkeeper must, upon request, receive and safely keep a guest's money, jewelry, and other valuables having an aggregate value not exceeding **$500**, but need not accept valuables exceeding that amount. The innkeeper is not liable for money or jewelry that the guest fails to deposit.	The innkeeper must post a printed copy of Article 1 and all regulations governing guest conduct in the office and in every guest room. The statutory protections do not apply when the required notices are not posted. When valuables are deposited, the innkeeper must issue a receipt plainly containing a copy of § 72-3. To recover more than $100 for ordinary baggage or property, the guest must provide written notice of the property's greater value before the loss and, if requested, provide an itemized valuation.	Except for damage or destruction by fire, proof that the guest's baggage was lost constitutes prima facie evidence of the innkeeper's negligence. The innkeeper may defend by showing that the loss resulted from the guest's negligence or failure to comply with reasonable and proper hotel regulations. The innkeeper is not liable for loss caused by a fire that did not result from its negligence or by another force beyond its control. The fire provision does not enlarge the monetary limits otherwise applicable. Upon expiration of a written occupancy agreement, the innkeeper may remove the guest's property without liability except for loss or damage attributable to the removal itself. **Authority:** N.C. Gen. Stat. §§ 72-1-72-6.

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
NORTH DAKOTA	A hotelkeeper who complies with the statute is not liable for the loss of money, bank notes, jewelry, articles of gold or silver manufacture, precious stones, personal ornaments, railroad mileage books or tickets, negotiable or valuable papers, or bullion unless the guest offered the property for deposit in the hotel safe or vault and the hotelkeeper refused or failed to accept it and issue a receipt. The hotelkeeper need not accept such valuables exceeding an aggregate value of **$300** and is not liable for any excess unless liability is assumed by written agreement. For other personal property placed under the hotelkeeper's care, liability is that of a **depositary for hire** and is limited to **$150** for each trunk and contents, **$10** for each box, bundle, or package and contents, and **$50** for all other miscellaneous effects, including wearing apparel and personal belongings, unless the hotelkeeper agrees in writing to assume greater liability. A hotelkeeper is not liable for baggage or other property left after the guest relationship has ended or forwarded to the hotel before the guest arrives, which remains at the owner's risk.	To invoke the statutory immunity for valuables, the hotelkeeper must continuously maintain a **metal safe or suitable vault** in good condition; provide suitable locks or bolts on guest-room doors and suitable fastenings on transoms and windows; and keep a copy of the statute posted in distinct type in **not fewer than ten conspicuous places** in the hotel. When property is delivered for safekeeping outside the guest's room, the guest must demand, and the proprietor must issue, a **check or receipt** evidencing delivery. Liability in excess of the statutory limits may be assumed only by a **written agreement**.	A hotelkeeper is liable for deposited valuables if the loss is caused by the **theft or negligence** of the hotelkeeper or its employees. For baggage or other property delivered for safekeeping outside the guest's room, the hotelkeeper is not liable unless the property was actually delivered for safekeeping or the loss resulted from the negligence of the hotelkeeper or its employees. The statutory limitations do not apply where the hotelkeeper has expressly agreed in writing to assume greater liability. A hotelkeeper is not liable for loss caused by a fire not intentionally produced by the hotelkeeper or its employees. I have not located any reported North Dakota appellate decisions materially interpreting these statutes. **Authority:** N.D. Cent. Code §§ 60-01-29–60-01-33; § 35-19-01.

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
OHIO	For money, bank notes, jewelry, articles manufactured from gold or silver, precious stones, personal ornaments, railroad mileage books or tickets, negotiable or valuable papers, and bullion, a qualifying innkeeper generally is not liable unless the guest offers the property for deposit in the hotel safe or vault and the innkeeper refuses or fails to accept and secure it and issue a receipt. The innkeeper need not accept valuables exceeding an aggregate value of **$500** and is not liable for any excess unless greater responsibility is assumed by **special arrangement**. For other personal property placed in the innkeeper's care, the innkeeper is liable as a **depositary for hire**, subject to limits of **$150** for each trunk and contents, **$50** for each valise and contents, and **$10** for each box, bundle, or package and contents, unless greater liability is assumed by agreement.	To obtain protection for undeposited valuables, the innkeeper must maintain a metal safe or vault in good order and suitable for the designated property; provide suitable locks or bolts on guest-room doors and suitable fastenings on room transoms and windows; and conspicuously post a printed copy of § 4721.01 in the office, ladies' parlor or sitting room, barroom, washroom, and five other conspicuous locations—or in at least **ten conspicuous places** throughout the inn. When valuables are offered for deposit, the innkeeper must accept and place them in the safe or vault and issue the guest a receipt, subject to the $500 acceptance limit. Greater liability for either valuables or other personal property must be assumed in writing.	Ohio's statutes modify—but do not abolish—the common-law liability of an innkeeper. Because the statutes are in derogation of the common law, the innkeeper must plead and prove strict compliance with every statutory requirement before receiving their protection. Minor, non-substantive deviations in a posted copy of the statute do not defeat the statutory protection where they do not alter the statute's meaning or prejudice guests. A "special arrangement" assuming liability in excess of **$500** need not be in writing and may be established by the parties' conduct. An innkeeper may be liable for theft or negligence occurring after such a special arrangement. A guest who deposits exceptionally valuable property without disclosing its value is negligent as a matter of law and cannot recover amounts exceeding the statutory limitation. **Authority:** Ohio Rev. Code Ann. §§ 4721.01-4721.03; *Rarrick v. Browne*, 85 N.E.2d 386 (Ohio 1949); *Chase Rand Corp. v. Pick Hotels Corp. of Youngstown*, 147 N.E.2d 849 (Ohio 1958); *World Diamond, Inc. v. Hyatt Corp.*, 699 N.E.2d 980 (Ohio Ct. App. 1997); *Rappaport v. Akron West Hilton Inn*, 492 N.E.2d 240 (Ohio Ct. App. 1985).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
OKLAHOMA	A hotel or inn proprietor who complies with the statute is not liable for the loss of money, jewelry, precious stones, ornaments, bank notes, bonds, negotiable securities, or other valuables unless the guest offers the property for deposit in the hotel safe and the proprietor refuses or fails to receive and securely keep it. The proprietor need not accept valuables exceeding an aggregate value of **$300** and is not liable for any excess unless greater liability is expressly assumed by written agreement. For trunks, valises, boxes, bundles, baggage, wearing apparel, and other personal effects delivered into the proprietor's custody, liability is that of a **depositary for hire**, subject to statutory limits of **$150** for each trunk and contents, **$50** for each valise and contents, and **$10** for each box, bundle, or package and contents, unless greater liability is assumed by written agreement.	To obtain statutory protection, the proprietor must continuously maintain a **good and sufficient fireproof safe or vault** suitable for guest valuables; provide suitable locks or bolts on guest-room doors and suitable fastenings on transoms and windows; and conspicuously post copies of the statute in the office and other public places within the hotel. When valuables are deposited, the proprietor must place them in the safe or vault and issue the guest a receipt. Greater liability may be assumed only by written agreement.	The statutes modify, but do not abolish, the common-law liability of innkeepers and are strictly construed because they are in derogation of the common law. An innkeeper claiming the benefit of the statutory limitations bears the burden of proving compliance with every statutory prerequisite. The statutory limitations do not protect an innkeeper who refuses a proper tender of valuables for deposit or who expressly agrees to assume greater liability. Before enactment of the statutes, Oklahoma followed the common-law rule that an innkeeper was virtually an insurer of guest property except for losses caused by an act of God, public enemy, or the guest's own fault. **Authority:** Okla. Stat. tit. 15, §§ 501-504; *Huckins Hotel Co. v. Hooper*, 44 Okla. 307, 144 P. 177 (1914); *Allee v. McLain*, 205 P. 172 (Okla. 1922).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
OREGON	For money, bank notes, transportation tickets, negotiable or valuable papers, bullion, jewelry, articles manufactured from gold or silver, precious stones, and ornaments not carried as samples or merchandise for sale, a qualifying innkeeper is not liable unless the guest offers the property for deposit and the innkeeper refuses or fails to accept and secure it. The innkeeper need not accept enumerated valuables exceeding **$300** and ordinarily is not liable for more than **$300**, whether the property was received or not. Baggage or other property delivered for safekeeping outside the assigned room is recoverable only if actually delivered to the innkeeper or its employees, or if the loss resulted from their negligence. For other property placed under the innkeeper's care, liability is that of a **depositary for hire** and is limited to **$150** for each trunk and contents, **$50** for each valise and contents, **$10** for each box, bundle, or package and contents, and **$50** for all other miscellaneous effects, including wearing apparel and personal belongings, unless greater liability is assumed in writing. In otherwise uncovered cases, liability is limited to **$50**, except for theft or gross negligence.	To obtain statutory protection for enumerated valuables, the innkeeper must continuously maintain a suitable metal safe or vault in good order; provide locks or bolts on guest-room doors; and conspicuously post the required statutory provisions. Hotels and inns with **250 or more rooms** must post them in at least **ten conspicuous places**; establishments with fewer than 250 rooms must post them in at least **five conspicuous places**. When valuables are offered for safekeeping, the innkeeper must accept qualifying property, place it in the safe or vault, and provide a receipt, claim check, or key to a separate compartment or box. A guest delivering baggage or other property for safekeeping outside the assigned room must demand, and the innkeeper must provide, a claim check or receipt. Greater liability for baggage or other property may be assumed by written agreement.	Oregon's statutes modify the common-law rule imposing strict liability on innkeepers but do not eliminate liability for loss caused by the **theft or ordinary negligence** of the innkeeper or its employees. When negligence or theft causes the loss, liability under § 699.010 is **not limited to $300** and extends to "any property" of the guest, whether or not accepted for safekeeping. Property left after the innkeeper-guest relationship ends, or sent to the hotel before the owner becomes a guest, is held solely at the owner's risk. Whether an occupant is a guest or a boarder turns principally on the relative permanence of the occupancy; a permanent resident is not entitled to the common-law strict-liability rule applicable to transient guests. **Authority:** Or. Rev. Stat. §§ 699.005-699.060; *Kutbi v. Thunderlion Enterprises*, 698 P.2d 1044 (Or. Ct. App. 1985); *McIntosh v. Schops*, 180 P. 593 (Or. 1919).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
PENNSYLVANIA	A qualifying hotelkeeper is generally not liable for loss of or damage to guest property, including money, bank notes, jewelry, articles of gold or silver, precious stones, personal ornaments, transportation tickets, negotiable or valuable papers, and bullion. If the guest offers such property for deposit and the hotelkeeper refuses or fails to accept it, secure it, and provide a receipt, liability is limited to **$300**. The hotelkeeper is not obligated to accept property exceeding an aggregate value of **$300** and is not liable for any excess unless a greater obligation is assumed through a written special arrangement. For other guest property, the hotelkeeper is liable as a **depositary for hire**, subject to limits of **$150** for each trunk and contents, **$50** for each valise and contents, **$10** for each box, bundle, or package and contents, and **$50** for all other miscellaneous effects, including wearing apparel and personal belongings, unless greater liability is assumed in writing.	To obtain statutory protection, the hotelkeeper must continuously maintain a metal safe or suitable vault in good order; provide suitable locks, bolts, and fastenings on the doors, transoms, and windows of guest sleeping rooms; and post a copy of § 1323, printed in distinct type, in at least **ten conspicuous places** throughout the hotel or inn. A guest delivering baggage or other property for safekeeping outside the assigned room must demand a check or receipt evidencing delivery. Liability exceeding the statutory limits requires a written agreement.	At common law, a Pennsylvania innkeeper is practically an insurer of guest property and is liable regardless of negligence, except where the loss results from the guest's own negligence, the act of the guest's servant or fellow guest, or another recognized common-law exception. The statutory protections are in derogation of that common law and therefore require strict compliance; notice on a registration card or the guest's knowledge that a safe is available does not substitute for the mandated postings. A written special arrangement may impose liability for property accepted for deposit when the loss results from the hotelkeeper's theft or negligence. The hotelkeeper is not liable for loss caused by a fire not intentionally produced by the hotelkeeper. Property sent to the hotel before the owner becomes a guest, or left after the guest relationship ends, may be held at the owner's risk. **Authority:** 48 Pa. Cons. Stat. §§ 1323-1326; *Buck v. Hankin*, 269 A.2d 344 (Pa. Super. Ct. 1970); *Kelly v. Milner Hotels, Inc.*, 106 A.2d 636 (Pa. Super. Ct. 1954); *Shultz v. Wall*, 19 A. 742 (Pa. 1890).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
RHODE ISLAND	For money, jewels, jewelry, watches, ornaments, railroad mileage books and tickets, bank notes, bonds, negotiable securities, and precious stones, a qualifying hotelkeeper or innkeeper is not liable if the guest fails to deposit the property in the available safe. The innkeeper is not required to accept property exceeding **$500** in value. If property worth more than $500 is deposited, liability is limited to **$500** unless the innkeeper assumes greater liability by special written agreement. For wearing apparel, goods, merchandise, and other personal property not covered by the valuables statute, the innkeeper is not liable where the loss occurred without its fault or negligence. Property outside the guest's assigned room is not recoverable unless specially entrusted to the innkeeper or its agents by written agreement.	To obtain immunity for undeposited valuables, the innkeeper must provide a suitable safe in the hotel, inn, or another convenient location and notify guests of its availability by posting notice in a public and conspicuous place and manner. The guest must then neglect or fail to deliver the property to the person in charge of the office for deposit. Liability exceeding **$500** for deposited valuables requires a special written agreement. Property located outside the assigned room must likewise be specially entrusted to the innkeeper by written agreement.	The **$500 limitation applies to the innkeeper's common-law liability as an insurer, but it does not limit an independent negligence claim**. A guest who elects to sue for negligence bears the burden of proving the innkeeper's negligence, proximate causation, and the guest's own due care. Because the statute is in derogation of the common law, it is strictly construed and will not be extended beyond the limitations clearly expressed. At common law, the innkeeper was an insurer of property brought by a guest, subject principally to losses caused by an act of God or the guest's own negligence. For nonenumerated property, liability depends on fault or negligence; property outside the room requires a special written entrustment agreement. **Authority:** R.I. Gen. Laws §§ 5-14-1-5-14-2; *Hoffman v. Louis D. Miller & Co.*, 115 A.2d 689 (R.I. 1955).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
SOUTH CAROLINA	A qualifying innkeeper is not liable for baggage lost or stolen from a guest room, or for money and jewels not deposited in the office safe, when the guest fails to comply with a properly posted notice requiring the guest to secure the room and deposit valuables. If the innkeeper's negligence contributes to the loss or damage of baggage or other personal property, excluding money or jewelry, from a guest room, liability is limited to the property's actual value or **$500**, whichever is less. If the innkeeper's negligence contributes to the loss or damage of money or jewelry deposited in the hotel safe, liability is limited to the property's actual value or **$2,000**,	The innkeeper must post and keep posted, conspicuously in the guest's room, a notice requiring the guest to bolt the room door while inside; lock the door and leave the key at the office when leaving; and deposit money and jewels not ordinarily carried on the person in the office safe. Notice merely stating that safety-deposit boxes are available is insufficient. The notice must tell the guest that depositing money and jewelry is required. Actual knowledge that a safe is available does not replace compliance with the statutory posting requirement.	Failure to prove that the required notice was conspicuously posted prevents the innkeeper from invoking any statutory immunity or limitation. Even with proper posting, the statute does not limit liability when the innkeeper's own willfulness contributes to the loss or damage. Proper posting eliminates liability for money or jewelry left in the guest room even if the innkeeper was negligent; the negligence-based **$2,000** limit applies only to money or jewelry deposited in the safe. Whether a notice was conspicuously posted may present a jury question when the evidence conflicts. **Authority:** S.C. Code Ann. § 45-1-40; *Ippolito v. Hospitality Management Associates*, 575 S.E.2d 562 (S.C. Ct. App. 2003).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
SOUTH DAKOTA	An innkeeper is not liable for the loss of or injury to a guest's valuables unless the guest offers them for deposit in the hotel safe or vault and the innkeeper refuses or fails to accept and secure them and issue a receipt. The innkeeper need not accept property exceeding an aggregate value of **$300** and is not liable for any excess, whether accepted or not. Property may be accepted under a special written arrangement on agreed terms. For baggage or other property delivered for safekeeping outside the assigned room, liability arises only if the property was actually delivered to the proprietor or its personnel or the loss resulted from their negligence. For other property placed under the innkeeper's care, liability is that of a **depositary for hire** and is limited to **$150** for each trunk and contents, **$50** for each valise and contents, **$10** for each box, bundle, or package and contents, and **$50** for all other miscellaneous effects, including wearing apparel and personal belongings, unless greater liability is assumed in writing.	To obtain statutory protection for valuables, the innkeeper must continuously maintain a metal safe or suitable vault in good order; provide suitable locks or bolts on guest-room doors and suitable fastenings on transoms and windows; and conspicuously post a copy of § 43-40-1 in each guest room. When property is delivered for safekeeping outside the guest's assigned room, the guest must demand, and the proprietor must provide, a check or receipt evidencing delivery. Any special arrangement for deposited property or assumption of liability above the statutory limits must be in writing.	An innkeeper remains liable for deposited valuables when the loss results from the theft or negligence of the innkeeper or its servants. Baggage and other property not actually delivered for safekeeping are recoverable only when the loss or injury resulted from the negligence of the proprietor or its employees. The innkeeper is not liable for loss caused by fire unless the fire was intentionally produced by the innkeeper or its servants. Property left after the guest departs, or sent to the hotel before the owner becomes a guest, is held at the owner's risk. Although an innkeeper does not assume full common-law innkeeper liability for a traveling salesman's goods kept and displayed in a sample room furnished by the innkeeper, the innkeeper remains liable for injury to those goods resulting directly from failure to exercise ordinary care. **Authority:** S.D. Codified Laws §§ 43-40-1-43-40-6; *Scheffer v. Corson*, 58 N.W. 555 (S.D. 1894).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
TENNESSEE	For money, jewels, ornaments, and merchandise samples carried by commercial travelers, liability for property deposited in the hotel's safe or other designated place is limited to **$300**, unless the innkeeper and guest enter into a written contract providing for greater liability. If the guest fails to deposit such property after receiving the prescribed notice, the innkeeper is not liable for its loss by theft or otherwise. For personal baggage other than those enumerated valuables and merchandise samples, liability is limited under all circumstances to **$150**, unless greater liability is assumed by written contract.	For valuables and merchandise samples, the innkeeper must provide a safe in the hotel office or another convenient place and conspicuously post in each occupied guest room a notice stating that the property may be deposited there. The notice must also state the **$300** limitation and that greater liability requires a written contract. For other personal baggage, the innkeeper must provide a checkroom or other convenient storage place without extra charge and conspicuously post notice of its availability, the **$150** limitation, and the requirement of a written contract for greater liability in the lobby or office.	The checkroom immunity applies when a guest or prospective guest leaves baggage outside the assigned room instead of using the available storage place, but not when a hotel employee steals the baggage. Outside the statutory categories, Tennessee retains the common-law rule that an innkeeper is practically an insurer of guest property within the innkeeper's actual or constructive custody, including property in the guest's room, subject to losses caused by an act of God, a public enemy, or the guest's own fault. Property delivered to and accepted into the innkeeper's exclusive custody remains *infra hospitium* wherever the innkeeper chooses to store it. The statutory protections sharply limit or eliminate that strict liability for the specified valuables and baggage, but the innkeeper must establish compliance with the applicable statutory conditions. **Authority:** Tenn. Code Ann. §§ 62-7-103-62-7-106; *Cook v. Columbia Sussex Corp.*, 807 S.W.2d 567 (Tenn. Ct. App. 1990); *Shepherd Fleets, Inc. v. Opryland USA, Inc.*, 759 S.W.2d 914 (Tenn. Ct. App. 1988); *Sewell v. Mountain View Hotel, Inc.*, 325 S.W.2d 626 (Tenn. Ct. App. 1959); *Andrew Jackson Hotel, Inc. v. Platt*, 89 S.W.2d 179 (Tenn. Ct. App. 1935).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
TEXAS	For money, jewelry, articles made of silver or gold, precious stones, personal ornaments, documents, and other valuables that reasonably could be kept in the hotel safe or vault, a hotel, apartment-hotel, or boardinghouse keeper's liability is limited to **$50**. Property, including baggage, forwarded to the establishment before the owner becomes a guest, left in the lobby before being checked or before the owner becomes a guest, or left after the innkeeper-guest relationship ends without being checked may be held, at the keeper's option, at the owner's risk. Checked property left free of charge for one week while the owner is not a guest may thereafter be held at the owner's risk absent a special agreement.	To invoke the **$50** limitation, the keeper must continuously maintain a metal safe or vault in good order and suitable for the covered valuables; maintain suitable locks or bolts on guest-room doors and proper fastenings on guest-room transoms and windows; and post a printed copy of § 2155.052 on the door of the guest's sleeping room. The valuables must be of a kind that reasonably could have been kept in the safe or vault, and the loss must not have resulted from the negligence or wrongdoing of the keeper or an employee.	The limitation does not apply when the guest offers the valuables for deposit and the keeper fails or refuses both to place them in the safe or vault and to issue a receipt. It also does not apply when the keeper's or employee's negligence or wrongdoing causes the loss. Posting the statute on the inside of the bathroom door does not satisfy the requirement that it be posted on the sleeping-room door. When the statutory conditions are not satisfied, proof that guest property was lost or damaged while *infra hospitium* establishes a prima facie case, and the burden shifts to the innkeeper to show facts relieving it of liability; the guest's contributory negligence remains a defense. A bailment may arise when hotel personnel take possession of property accidentally left by a guest, and the hotel must exercise ordinary care in safeguarding and returning the property, including its contents. **Authority:** Tex. Occ. Code §§ 2155.051-2155.053; *Southwestern Hotel Co. v. Rogers*, 184 S.W.2d 835 (Tex. 1945); *Ervay-Canton Apartments, Inc. v. Hatterick*, 238 S.W.2d 736 (Tex. Civ. App. 1951); *Shamrock Hilton Hotel v. Caranas*, 488 S.W.2d 151 (Tex. Civ. App. 1972).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
UTAH	For money, jewelry, documents, and other articles of unusual value and small compass, an innkeeper, hotel keeper, boardinghouse keeper, or lodging house keeper who complies with the statute is not liable for loss of or injury to such property unless it is deposited in the keeper's fireproof safe or vault. Liability for deposited valuables is limited to **$250**, unless the keeper issues a written receipt and the guest declares the value of the property. The keeper is not required to accept valuables exceeding an aggregate value of **$250** and is not liable for any excess whether accepted or not, although the parties may enter into a special written agreement for greater liability. For all other personal property placed in the keeper's care, liability is that of a **depositary for hire** and is limited to **$150** for each trunk and contents, **$50** for each valise, suitcase, or other piece of hand luggage and contents, and **$10** for each box, bundle, or package and contents, unless the keeper agrees in writing to assume greater liability.	To obtain the statutory limitation for valuables, the keeper must maintain a fireproof safe or vault on the premises and post a copy of Utah Code § 29-1-1 in a prominent or conspicuous place in the office and in the rooms occupied by guests, boarders, or lodgers, advising that valuables must be deposited in the safe or vault. To recover more than **$250** for deposited valuables, the guest must declare the property's value and obtain a written receipt from the keeper. Any assumption of liability above the statutory limits must be in writing.	The statutory limitation does not protect the keeper when the loss results from the keeper's own acts or the acts of the keeper's employees. A keeper remains liable for the theft or negligence of the keeper or the keeper's servants with respect to valuables deposited in the safe or vault. Greater liability may be assumed by special written agreement. **Authority:** Utah Code Ann. §§ 29-1-1–29-1-3.

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
VERMONT	For money, jewelry, valuable papers, and other valuable articles, an innkeeper or hotel keeper that provides the required safe and notice is not liable when the guest fails to deliver or deposit the property with the person apparently in charge of the office, unless the loss results from the innkeeper's lack of ordinary care and diligence. Recovery for loss of personal property generally is limited to **$300**, unless, when becoming a guest, the guest notifies the proprietor that the deposited property exceeds $300 in value, states its value, and offers to pay any additional compensation required for its care. Liability for samples, wearing apparel, and personal baggage arises only when the loss or damage results from the innkeeper's lack of ordinary care and diligence.	To obtain protection for undeposited money, jewelry, valuable papers, and other valuable articles, the innkeeper must provide a safe and conspicuously post notice of its availability in the hotel office and public parlors. The guest must deliver or deposit the property with the person apparently in charge of the office. To recover more than **$300**, the guest must, at the time of becoming a guest, notify the proprietor that the deposited property exceeds $300 in value, state its value, and offer to pay any additional compensation required for its care.	Delivery and acceptance of property provide sufficient consideration for an innkeeper's undertaking concerning the property, even when the service is gratuitous. Loss of property placed in the innkeeper's charge creates a presumption of negligence, but the innkeeper may rebut the presumption by proving due care, inevitable casualty, overwhelming or superior force, or circumstances showing that the loss resulted from the property's perishable or changing nature. A burglarious entry does not itself exonerate the innkeeper; the innkeeper must prove circumstances negating negligence and liability. The innkeeper is not liable for property destroyed by an accidental fire or overwhelming force when the innkeeper and its servants exercised ordinary and reasonable care. Whether a guest's handling of property constituted negligence sufficient to relieve the innkeeper ordinarily presents a question of fact. An innkeeper is not liable in that capacity for property left after the guest departs without an intention to return, although a separate bailment or contractual undertaking may arise. **Authority:** 9 V.S.A. §§ 3141-3143; *McDaniels v. Robinson*, 26 Vt. 316 (1854); *McDaniels v. Robinson*, 28 Vt. 387 (1856); *Merritt v. Claghorn*, 23 Vt. 177 (1851); *Read v. Amidon*, 41 Vt. 15 (1868); *Howe Machine Co. v. Pease*, 49 Vt. 477 (1877); *Clary v. Willey*, 49 Vt. 55 (1875).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
VIRGINIA	A hotel is not liable for more than **$300** for the loss of wearing apparel, baggage, or other personal property (other than jewelry, money, and similar valuables) lost from a guest's room. A hotel is not liable for the loss of jewelry, money, or other valuables of like nature unless the loss occurs after the valuables have been deposited in the hotel office. The hotel is not required to accept valuables for deposit exceeding an aggregate value of **$500**. In the event of loss by fire or overwhelming disaster, liability is limited to **$250** per guest unless the hotel's negligence caused the fire or disaster.	The hotel must exercise due care and diligence in providing honest and competent employees and take reasonable precautions to protect guests and their property. To invoke the limitation for jewelry, money, and similar valuables, the hotel must post in each guest room and in the hotel office a conspicuous notice stating that such property must be deposited in the hotel office. Each guest room must have suitable locks on its doors and windows unless permanently secured. The hotel bears the burden of proving compliance with the statute and that the guest failed to comply with the statutory requirements, including locking the room. Notice of the statute must be conspicuously posted in each guest room.	The statutory limitations do not relieve the hotel from liability for property taken or stolen by its own employees or agents. No liability attaches for baggage, hats, umbrellas, coats, or other wearing apparel until the property is placed in the actual custody of a hotel employee or properly placed in the guest's assigned room. Merely leaving property inside the hotel does not constitute delivery into the hotel's custody. The hotel remains subject to the common-law duty to exercise reasonable precautions to protect guests from reasonably foreseeable criminal acts of third parties, and the statutory provisions do not alter the common law governing personal injury claims. Virginia does **not** characterize an innkeeper's liability as that of a "depositary for hire." **Authority:** Va. Code Ann. § 35.1-28; *Taboada v. Daly Seven, Inc.*, 626 S.E.2d 428 (Va. 2006).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
WASHINGTON	For money, bank notes, jewelry, precious stones, ornaments, negotiable securities, valuable papers, bullion, and other valuable property of small compass, a complying hotel has no liability when the guest fails to deliver the property to the person in charge of the office for deposit in the hotel safe or vault. For deposited valuables, liability is limited to **$1,000**, unless the hotel assumes greater liability by a special written agreement. For other guest property, liability arises only when the loss, destruction, or damage results from the **gross negligence** of the hotel or its agents or employees and ordinarily may not exceed **$200**, absent a written agreement assuming greater liability. For a guest paying more than fifty cents per day—the only rate category of practical modern relevance—the item-specific limits are **$150** for a trunk and contents, **$50** for a suitcase or valise and contents, **$10** for a box, bundle, or package and contents, and **$50** for wearing apparel and miscellaneous effects. Property received before the guest relationship begins or retained after it ends is subject to a **$100** limit.	To eliminate liability for undeposited valuables, the hotel must provide a safe or vault and post notice of its availability in **three or more public and conspicuous places** in the office, elevators, public rooms, elevator lobbies, public corridors, halls, entrances, or public parlors. The guest must deliver the valuables to the person in charge of the office for deposit. The hotel need not accept property exceeding **$1,000** in value. Liability exceeding the statutory limits may be assumed only by written agreement. Washington requires **strict compliance** with the statutory safe-and-notice provisions before an innkeeper may obtain relief from the common-law insurer rule.	For properly deposited valuables, the hotel is not liable unless the loss or damage was caused by the **theft or gross negligence** of the proprietor, manager, or its agents, servants, or employees. Even when liability exists, the **$1,000 cap** applies unless greater liability was assumed in writing. The cap applies when deposited property is stolen by an employee, but not when it is stolen or wrongfully appropriated by the innkeeper personally. At common law, an innkeeper was treated as an insurer of guest property, and failure to strictly comply with the statute leaves that common-law liability intact. In *Goodwin*, notices posted in an elevator, public parlor, and an office visible from the lobby satisfied the requirement of three public and conspicuous postings. Washington does **not** characterize the innkeeper's liability as that of a "depositary for hire." **Authority:** Wash. Rev. Code §§ 19.48.030, 19.48.070; *Goodwin v. Georgian Hotel Co.*, 197 Wash. 173, 84 P.2d 681 (Wash. 1938).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
WEST VIRGINIA	A hotel or restaurant proprietor must exercise due care and diligence in providing honest employees and take every reasonable precaution to protect the persons and property of guests. Liability for the loss of **wearing apparel, baggage, and other personal property** (other than jewelry, money, and similar valuables) lost from a guest's room is limited to **$250**. The hotel is not liable for the loss of **jewelry, money, or other valuables of like nature** unless the loss occurs after the guest has deposited the property in the hotel office.	To invoke the statutory protection for jewelry, money, and other valuables, the hotel must post a conspicuous notice in **each guest room**, the **hotel office**, and the **public reception room** stating that such valuables must be deposited in the hotel office. The guest must deposit the valuables with the hotel office to preserve any claim for their loss. The statute expressly imposes on the hotel a continuing duty to exercise due care and diligence in protecting guests and their property.	Section 16-6-22 is strictly construed because it limits common-law liability. The common-law doctrine remains in force unless the innkeeper affirmatively establishes statutory compliance. An innkeeper is responsible for thefts committed by servants or other members of the household against guests occupying assigned rooms, even when the guest was intoxicated and failed to lock the door. A guest's prior deposits of valuables and a notice printed in the hotel register do not conclusively establish actual knowledge of the deposit requirement. **Authority:** W. Va. Code § 16-6-22; *Cunningham v. Bucky*, 42 W. Va. 671, 26 S.E. 442 (W. Va. 1896); *Nesben v. Jackson*, 89 W. Va. 470, 109 S.E. 489 (W. Va. 1921); *Shifflette v. Lilly*, 130 W. Va. 297, 43 S.E.2d 289 (W. Va. 1947).
WISCONSIN	A hotelkeeper complying with the statutory requirements is not liable for loss of money, jewelry, precious metals or stones, personal ornaments, or valuable papers that the guest does not offer for safekeeping. Liability for articles accepted for safekeeping is limited to **$300**, subject to variation by written agreement. For baggage and other property placed under the hotelkeeper's care, liability for loss caused by theft or the hotelkeeper's gross negligence is limited to **$200** for each trunk and its contents, **$75** for each valise and its contents, **$10** for each box, bundle, or package and its contents, and **$50** for all other effects, including wearing apparel and personal belongings, unless greater liability is assumed in writing.	The sleeping-room doors must be equipped with locks or bolts. A notice printed in large, plain English type must be conspicuously posted in each sleeping room, offering to receive valuable articles for safekeeping and stating that the hotel is not liable unless the articles are tendered for safekeeping. The hotelkeeper must maintain a suitable safe or vault and receive tendered articles valued at **$300 or less**. When baggage or other property is delivered for safekeeping outside the assigned room, the guest must demand, and the hotelkeeper must provide, a check or receipt evidencing delivery.	Liability for baggage or other property arises when it was delivered to the hotelkeeper for safekeeping or when the loss or injury resulted from the hotelkeeper's negligence. The statutory protections do not bar recovery for loss caused by the theft or gross negligence of the hotelkeeper or its employees. The notice-based limitation may not apply when a guest is robbed before having a reasonable opportunity to enter the room and receive the posted notice. A hotelkeeper is not liable for property lost in a fire unintentionally produced by the hotelkeeper. Property sent to the hotel before the owner becomes a guest, or left after guest status ends, remains at the owner's risk. **Authority:** Wis. Stat. §§ 97.633-97.635; *Busley v. Hotel Wisconsin Realty Co.*, 166 Wis. 294, 164 N.W. 826 (Wis. 1917); *H.K. Mallak, Inc. v. Fairfield FMC Corp.*, 209 F.3d 960 (7th Cir. 2000).

STATE	PROPERTY COVERED/LIABILIITY LIMIT	STATUTORY PROTECTION REQUIREMENTS	EXCEPTIONS/AUTHORITY/COMMENTS
WYOMING	The statute applies to **money, jewelry, precious stones, and other valuable articles** belonging to hotel or inn guests or customers. When the innkeeper provides the required safe and posts the prescribed notices, the innkeeper is not liable for loss of such property if the guest fails to leave it with the innkeeper, agent, or clerk for deposit in the safe. The statute establishes **no fixed monetary cap** for property accepted for safekeeping.	The innkeeper must maintain an **iron safe**, in good order and suitable for safeguarding guest valuables. Notice must be posted in a conspicuous place in the hotel office and on the inside of **every entrance door to every guest room**. The notice must substantially inform guests that a suitable safe is available and that money, jewelry, precious stones, and other valuables must be left with the innkeeper, agent, or clerk for safekeeping. Statutory protection depends on maintaining the safe and posting the required notice in each prescribed location.	The limitation does not protect the innkeeper when the loss occurs through the innkeeper's own act or negligence or through the act or negligence of a clerk or servant employed by the hotel or inn. It also does not apply to the amount of money or other valuables that it is customary and prudent for a guest to retain in the room or on the guest's person. Thus, a guest's failure to deposit ordinary spending money or similarly appropriate personal valuables does not automatically defeat recovery. **Authority:** Wyo. Stat. Ann. §§ 33-17-101-33-17-102.