HRIM-482 Module #14: Guest Relationships

- Goals for Module #14:
  1. Review Guest Classification and Legal Status of Customers
- 2. Discuss Case Examples and practices

Determining Guest Status

- Who is a guest of the hotel (in the “legal” sense)?
- Why are we concerned with this status issue?
- What control does the innkeeper have over status?

Review of Legal Status

- In many jurisdictions, different levels of care are afforded to patrons, dependent on their status
- The main classifications are
  - Invitee
  - Licensee
  - Trespasser

Business Invitees

- Business invitee is defined as a person who comes to your establishment for the purpose of which your business is open to the public, or for a purpose indirectly or directly connected with your business. Invitees are afforded the greatest duty of care, regardless of the operation. They are represented as:
- Hotels: guests and visitors of guests
- Restaurants: diners
- Bars: patrons
- Employees, delivery people and salespeople are usually invitees in all three

Duty Owed to Business Invitees

- Affirmative duty to inspect and discover those conditions that may be unreasonably dangerous
- Must eliminate dangerous conditions or;
- Inform ALL invitees of the danger

Liability & Business Invitees

- Defendant must know or should have know about the existence of an unreasonable risk
- Defendant should expect that invitees will not discover or realize the risk
- Defendant fails to exercise reasonable care to protect against risk
- See Case 5-4 Montes v. Betcher

Duty Owed to Licensees

- Licensee is person given permission by owner or occupier of a facility to enter or remain on premises, presence does not further the defendants business interests
- 1. Must refrain from unreasonably dangerous active conduct, e.g. that would result in injuries, or increase peril
- 2. Warn of any potential or concealed dangers on property, of which the owner has knowledge, inspection not required for this class

Duty Owed to Trespassers

- Trespasser is a person who has entered the premises without permission
- No duty to safeguard exists
- Some states have abolished the distinction between the three classes

What Makes a Person Qualify As A Guest

- Primary Purpose: person must be there for primary business purpose, that is rental of rooms for overnight stay
- What about: someone using the phone in the lobby?
- Patrons in hotel restaurant or lounge?
- Common area patrons?
- Attendees at seminars/banquet functions?
- See Case example 8-1, Wallace V. Shoreham (1946)

INTENT

- Guest status arises once intention is formulated, this can happen before the contract is entered
- Registration is NOT essential
- Actions of ***either*** parties is the evidence of intent and where questions of fact are determined during tort actions
- This a distinguishing factor of our industry
- Requests for rooms or advance reservations are sufficient

Determination of Intent: Involves application for entertainment

- 1. Signed application
- 2. Registration process
- 3. Room Assignment
- 4. Entertainment of Guest(s)
- 5. Manifest intent to become guest
- 6. Intent implied from previous relationships

Intent: Other Measures

- Length of stay
- Special contracts
- Rate agreement
- Payment methods
- Permanent residence status
- Services offered
- Delivery/Acceptance of Property

Intent: Case Examples

- Case 8-2, Langford v. Vandaveer (1953), hinges on intent of both parties and reasonable anticipation of innkeeper
- Case 8-3, Adler v. Savoy Plaza (1951), involves delivery and acceptance of luggage
- Case, Blakemore v. Coleman (1983), p 239, ruling is different, why is this?

Prior Relationships: *Past practice and behavior of both parties is critical*

- Case 8-4, Freudenheim v. Eppley(1937), “known” as a past guest, “possibility” of lodging, services offered, and “customary services” offered and accepted
- Why is this case so important?

Guest Checkout: *Does status change automatically upon checkout?*

- Consider the various and typical scenarios for check-out procedures
- Courts rule that status is extended for a “reasonable” period of time while the guest remains on hotel premises
- What is “reasonable”, who determines it?

Guest's Illegal Acts: *Does the illegal behavior/activity of guests nullify their status?*

- Courts tend to rule that if guest gives false information or engages in other illegal activity, this ***does not*** automatically change status
- Action of the guest has to be proven (by defendant) to have directly contributed to their injuries

Landlord/Tenant Relationships:

Determined by Many Factors

- Terms written/contained within contract
- Extent of control or supervision of the actual room maintained by proprietor/owner
- Rental rate interval
- Length of Occupancy
- Services and facilities offered
- Furnishing types and ownership of furniture

Termination of Guest-Innkeeper Relationship

- 1. Contracted time for room has elapsed
- 2. Payment has not been received when due
- 3. Due notice to vacate
- 4. Bill has been paid (Typically accompanied by check-out)