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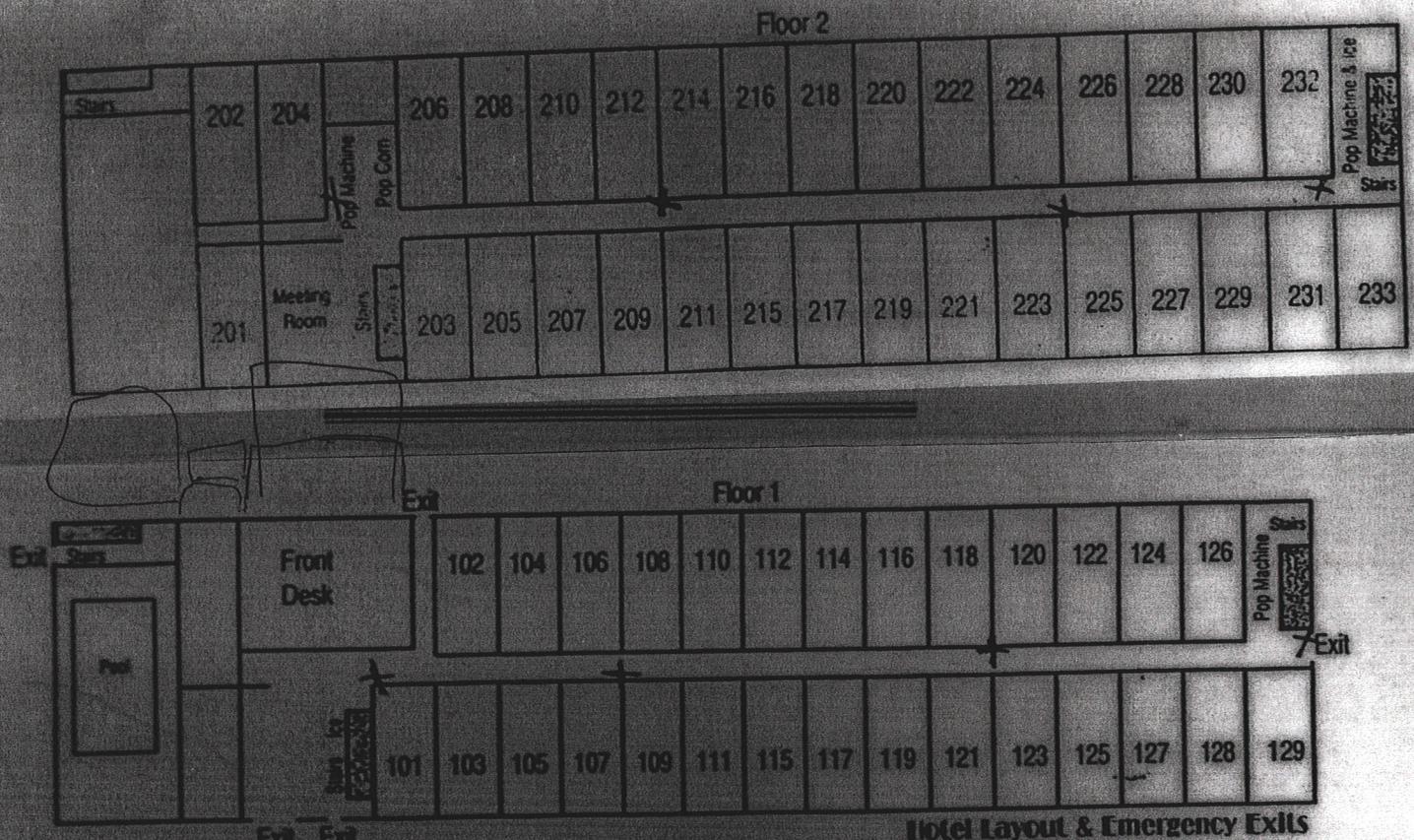
39-1804. **LIABILITY FOR PROPERTY OF GUESTS.** (1) The hotelkeeper is under no obligation to accept for safekeeping any moneys, securities, jewelry, or precious stones of any kind belonging to any guest, and, if such are accepted for safekeeping, he shall not be liable for the loss thereof unless such loss is the proximate result of fault or negligence of the hotelkeeper. The liability, if any, of the hotelkeeper to a guest shall be limited to one thousand dollars ($1,000), for such loss, or such higher amount as the hotelkeeper may agree in writing to assume, if the hotel has given a receipt for the property to the guest, stating the value of the property accepted for safekeeping, on a form which states, in type large enough to be clearly noticeable, that the hotel is not liable for any loss exceeding one thousand dollars ($1,000), or such higher amount as the hotelkeeper may agree in writing to assume, and is only liable for that amount if the loss is the proximate result of fault or negligence of the hotelkeeper.
(2) The hotelkeeper shall not be liable or responsible to any guest for the loss of wearing apparel, goods, or other property, except as provided in subsection (1) of this section, unless such loss occurred as the proximate result of fault or negligence of such hotelkeeper. In case of such fault or negligence, the hotelkeeper shall not be liable for a sum greater than five hundred dollars ($500) unless prior to the loss or damage the guest files with the hotelkeeper an inventory of his effects and the value thereof and the hotelkeeper is given the opportunity to inspect such effects and check them against such inventory. The hotelkeeper shall not be liable or responsible to any guest for the loss of effects listed in such inventory in a total amount exceeding one thousand dollars ($1,000) or such higher amount as the hotelkeeper may agree in writing to assume.

18-2405. **PROOF OF FRAUDULENT INTENT IN PROCURING FOOD, LODGING OR OTHER ACCOMMODATIONS.** Proof that lodging, food or other accommodation was obtained by any deception or false pretense, or by any false or fictitious show or pretense of any baggage or other property, or that any person absconded without paying or offering to pay for such food lodging or other accommodation, or that any such person surreptitiously removed, or attempted to remove, his or her baggage, shall be prima facie proof of the intent necessary for the theft of the same. [I.C., § 18-2405, as added by 1981, ch. 183, § 2, p. 319.]
Intent. Fraudulent intent was a necessary element of the crime of fraudulent procurement of food, State v. Wagenius, 99 Idaho 273, 581 P.2d 319 (1978).
Sufficiency of Proof. Where defendant left restaurant without paying but there was no evidence that he did so in a surreptitious manner and he testified that he had merely forgotten to pay because he was intoxicated, there was no prima facie case of fraudulent intent and the evidence would not support a conviction. State v. Wagenius, 99 Idaho 273, 581 P.2d 319 (1978).

Comfort Inn