

# MAINE STATE LEGISLATURE

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# 119th MAINE LEGISLATURE

## SECOND REGULAR SESSION-1999

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Legislative Document

No. 2262

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S.P. 864

Received by the Secretary, December 7, 1999

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**An Act to Prohibit the Sale of Items in Storage Owned by a 3rd Party.**

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Received by the Secretary of the Senate on December 7, 1999. Referred to the Committee on Business and Economic Development and ordered printed pursuant to Joint Rule 308.2.

Approved for introduction by a majority of the Legislative Council pursuant to Joint Rule 203.

A handwritten signature in cursive script that reads "Joy J. O'Brien".

JOY J. O'BRIEN  
Secretary of the Senate

Presented by Senator AMERO of Cumberland.  
Cosponsored by Senator RAND of Cumberland.

2 **Be it enacted by the People of the State of Maine as follows:**

4 **Sec. 1. 10 MRSA §1372, sub-§9** is enacted to read:

6 9. **Third party.** "Third party" means a person other than the occupant or operator.

8 **Sec. 2. 10 MRSA §1374, sub-§1-A** is enacted to read:

10 1-A. **Property of 3rd party.** Notwithstanding subsection 1, the operator of a self-service storage facility does not have a lien on personal property stored within the leased space if it can be proven that prior to and during the time the personal property was placed in the leased space, the personal property was the property of a 3rd party. Proof of ownership by a 3rd party must be provided to the operator prior to the placement of the property in storage.

18 If property has been identified as belonging to a 3rd party, the occupant must provide to the operator the name and address of the 3rd party.

22 **Sec. 3. 10 MRSA §1374, sub-§2, ¶B,** as enacted by PL 1989, c. 24 62, is amended to read:

26 B. That property stored in the leased space not identified as the property of a 3rd party pursuant to subsection 1-A may be sold to satisfy the lien if the occupant is in default; and

30 **Sec. 4. 10 MRSA §1375, sub-§1,** as enacted by PL 1989, c. 62, 32 is amended to read:

34 1. **Sale; use of proceeds.** If the occupant is in default for a period of more than 45 days, the operator may enforce a lien by selling the property stored in the leased space at a public or private sale for cash. Proceeds shall must then be applied to satisfy the lien, with any surplus disbursed as provided in subsection 5. If property that has been identified by the occupant as personal property of a 3rd party pursuant to section 1374, subsection 1-A is not claimed by the 3rd party within 14 days of the notice provided pursuant to subsection 2, paragraph A-1, the property may be treated as if it were the property of the occupant, therefore subject to the provisions of this Act.

46 **Sec. 5. 10 MRSA §1375, sub-§2, ¶A,** as enacted by PL 1989, c. 48 62, is amended to read:

50 A. Send a notice of default by regular mail and by

2 certified mail to the occupant at the occupant's last known  
address or other address set forth by the occupant in the  
rental agreement which includes:

4  
6 (1) A statement that the contents of the occupant's  
leased space are subject to the operator's lien;

8 (2) A statement of the operator's claim, indicating  
10 the charges due on the date of the notice, the amount  
of any additional charges which shall become due before  
12 the date of sale and the date those additional charges  
shall become due;

14 (3) A demand for payment of the charges due within a  
specified time, not less than 14 days after the date of  
16 the notice;

18 (4) A statement that unless the claim is paid within  
the time stated, the contents of the occupant's space  
20 will be sold, specifying the time and place; and

22 (5) The name, street address and telephone number of  
the operator, or the operator's designated agent, whom  
24 the occupant may contact to respond to the notice; and

26 **Sec. 6. 10 MRSA §1375, sub-§2, ¶A-1 is enacted to read:**

28 A-1. Send a notice by regular mail and by certified mail to  
30 the 3rd party at the 3rd party's address as provided by the  
occupant that includes:

32 (1) A statement that the occupant is in default and  
34 that the contents of the occupant's leased space are  
subject to the operator's lien;

36 (2) A statement that the 3rd party has been identified  
38 as the owner of personal property placed into storage  
by the occupant;

40 (3) A statement that the 3rd party has 14 days within  
42 which to provide proof of ownership and claim the  
property identified by the occupant as belonging to the  
44 3rd party;

46 (4) A statement that unless the property is claimed  
48 within the time stated, the property will be sold,  
specifying the time and place; and

50 (5) The name, street address and telephone number of  
the operator, or the operator's designated agent, whom  
the 3rd party may contact to respond to the notice; and



2           B. The 3rd party must provide proof of ownership; and

4           C. The 3rd party must claim the items within 14 days of  
6           notification by the operator or prior to the sale of the  
          items by the operator, whichever occurs later.

8           If the 3rd party fails to meet these requirements, the  
10          operator may treat the items as if they were the property of the  
          occupant of the facility, offering them for sale to satisfy the  
          lien.

12           3. It requires the operator of a self-service storage  
14          facility to provide notice by certified and regular mail to 3rd  
          parties that have been identified as owners of items placed in a  
16          storage facility if the occupant of the storage facility defaults  
          on the rental agreement.