

# MAINE STATE LEGISLATURE

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# 114th MAINE LEGISLATURE

FIRST REGULAR SESSION - 1989

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Legislative Document

No. 331

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S.P. 174

In Senate, February 22, 1989

Reference to the Committee on Business Legislation suggested and ordered printed.

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

JOY J. O'BRIEN  
Secretary of the Senate

Presented by Senator HOBBS of York.

Cosponsored by Representative HICKEY of Augusta and Representative SEAVEY of Kennebunkport.

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STATE OF MAINE

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IN THE YEAR OF OUR LORD  
NINETEEN HUNDRED AND EIGHTY-NINE

---

An Act to Establish a Maine Self-service Storage Act.

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

3 10 MRSA c. 212 is enacted to read:

5 CHAPTER 212

7 SELF-SERVICE STORAGE ACT

9 §1371. Short title

11 This Act shall be known and may be cited as the "Maine  
13 Self-service Storage Act."

15 §1372. Definitions

17 As used in this chapter, unless the context otherwise  
19 indicates, the following terms have the following meanings.

21 1. Default. "Default" means the failure to perform on time  
23 any obligation or duty set forth in the rental agreement.

25 2. Last known address. "Last known address" means that  
27 address provided by the occupant in the rental agreement or the  
29 address provided by the occupant in a subsequent written notice  
31 of a change of address.

33 3. Leased space. "Leased space" means the individual  
35 storage space at the self-service facility which is rented to an  
37 occupant under a rental agreement.

39 4. Occupant. "Occupant" means a person, a sublessee,  
41 successor or assignee, entitled to the use of a leased space at a  
43 self-service storage facility under a rental agreement.

45 5. Operator. "Operator" means the owner, operator, lessor  
47 or sublessor of a self-service storage facility, an agent or any  
49 other person authorized to manage the facility. Operator does  
51 not mean a warehouseman, unless the operator issues a warehouse  
53 receipt, bill of lading or other document of title for the  
personal property stored.

6. Personal property. "Personal property" means movable  
property, not affixed to land. Personal property includes, but  
is not limited to, goods, wares, merchandise, motor vehicles,  
watercraft and household items and furnishings.

7. Rental agreement. "Rental agreement" means any written  
agreement that establishes or modifies the terms, conditions or  
rules concerning the use and occupancy of a self-service storage  
facility.

8. Self-service storage facility. "Self-service storage  
facility" means any real property used for renting or leasing  
individual storage spaces in which the occupants themselves

1 customarily store and remove their own personal property on a  
2 self-service basis.

3 **§1373. Restrictions of use**

5  
6 1. Operator not to permit use for residential purposes. An  
7 operator may not knowingly permit a leased space at a  
8 self-service storage facility to be used for residential purposes.

9  
10 2. Occupant not to use for residential purposes. An  
11 occupant may not use a leased space for residential purposes.

12  
13 3. Occupant not to store certain goods. An occupant is  
14 prohibited from storing goods that have a dangerous, harmful,  
15 offensive or noxious impact on the self-service storage facility  
16 or its surroundings or are a nuisance to self-service storage  
17 facility occupants, the operator or operator's employees.

18 A. If the operator has reason to believe that an occupant  
19 is storing goods that have resulted in a condition described  
20 in this subsection, the operator may remove and dispose of  
21 the goods thus causing that condition.

22  
23 B. Before disposing of goods under this subsection, the  
24 operator shall:

25  
26 (1) Notify the occupant of the condition by regular  
27 mail at the occupant's last known address or other  
28 address set forth by the occupant in the rental  
29 agreement;

30 (2) Inspect the leased space at least 7 days following  
31 the notice to the occupant; and

32 (3) Determine whether a condition described in this  
33 subsection exists.

34  
35 **§1374. Lien**

36  
37 1. Lien created. The operator of a self-service storage  
38 facility has a lien on all personal property stored within each  
39 leased space for rent, labor or other charges, and for expenses  
40 reasonably incurred in its sale, as provided in this Act.

41  
42 2. Statement in rental agreement. The rental agreement  
43 must contain a statement, in bold type, advising the occupant:

44 A. Of the existence of the lien;

45  
46 B. That property stored in the leased space may be sold to  
47 satisfy the lien if the occupant is in default; and  
48  
49  
50  
51

1           C. That a sale shall be held at the self-service storage  
2           facility or at the nearest suitable place where the personal  
3           property is stored.

5           §1375. Enforcement of lien

7           1. Sale; use of proceeds. If the occupant is in default  
8           for a period of more than 45 days, the operator may enforce a  
9           lien by selling the property stored in the leased space at a  
10           public or private sale for cash. Proceeds shall then be applied  
11           to satisfy the lien, with any surplus disbursed as provided in  
12           subsection 5.

13           2. Notice; advertisement. Before conducting a sale under  
14           subsection 1, the operator shall:

17           A. Notify the occupant of the default by regular mail at  
18           the occupant's last known address or other address set forth  
19           by the occupant in the rental agreement;

21           B. Send a 2nd notice of default by certified mail to the  
22           occupant at the occupant's last known address or other  
23           address set forth by the occupant in the rental agreement  
24           which includes:

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

29                   (2) A statement of the operator's claim, indicating  
30                   the charges due on the date of the notice, the amount  
31                   of any additional charges which shall become due before  
32                   the date of sale and the date those additional charges  
33                   shall become due;

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

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

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

47           C. After the expiration of the time given in the  
48           notification, an advertisement of the sale must be published  
49           once a week for 2 consecutive weeks in a newspaper of  
50           general circulation in the city or town where the sale is to  
51           be held. The advertisement must include a description of  
              the property as set forth in the rental agreement, the name

1           of the person on whose account it is being held and the time  
2           and place of the sale. The sale must take place at least 15  
3           days after the first publication.

5           3. Redemption of property. At any time before a sale under  
6           this section, the occupant may pay the amount necessary to  
7           satisfy the lien and redeem the occupant's personal property.

9           4. Location of sale. A sale under this section shall be  
10           held at the self-service storage facility or at the nearest  
11           suitable place to where the personal property is stored.

13           5. Distribution of proceeds. If a sale is held under this  
14           section, the operator shall:

15                   A. Satisfy the lien from the proceeds of the sale; and

17                   B. Hold the balance, if any, for delivery on demand to the  
19                   occupant or any other recorded lienholders.

21           6. Insufficient process. If proceeds of the sale are not  
22           sufficient to satisfy the occupant's outstanding obligations to  
23           the operator, the occupant shall remain liable to the operator  
24           for such deficiency.

25           7. Purchasers. A purchaser in good faith of any personal  
27           property sold under this Act takes the property free and clear of  
28           any rights of:

29                   A. Persons against whom the lien was valid; and

31                   B. Other lienholders.

33           8. Operator liability. If the operator complies with the  
35           provisions of this Act, the operator's liability:

37                   A. To the occupant shall be limited to the net proceeds  
38                   received from the sale of the personal property; and

39                   B. To other lienholders shall be limited to the net  
41                   proceeds received from the sale of any personal property  
42                   covered by that other lien.

43           9. Denying occupant access to leased space. If an occupant  
45           is in default, the operator may deny the occupant access to the  
46           leased space, provided that the occupant may arrange to have  
47           access solely to view and verify the contents of the leased  
48           space. Such access must be arranged with the facility office  
49           during normal business hours.

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10. Notices; certified or registered mail. Unless otherwise specifically provided, all notices required by this Act shall be sent by certified or registered mail.

A. Notices sent to the operator shall be sent to the self-service storage facility where the occupant's property is stored. Notices to the occupant shall be sent to the occupant at the occupant's last known address. Notices shall be deemed delivered when deposited with the United States Postal Service, properly addressed as provided in subsection 2, with postage paid.

11. Control of property in leased space. Unless the rental agreement of this Act specifically provides otherwise, until a lien sale under this Act, the exclusive care, custody and control of all personal property stored in the leased self-service storage space remains vested in the occupant.

12. Savings clause. All rental agreements, entered into before the effective date of this Act which have not been extended or renewed after that date, shall remain valid and may be enforced or terminated in accordance with their terms or as permitted by any other law of this State.

**STATEMENT OF FACT**

The purpose of this bill is to create a Maine Self-service Storage Act to regulate the use of leased space at self-service storage facilities.