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**REVISED STATUTE EFFECTIVE 8/28/11**

**Illinois Compiled Statutes**

**Rights and Remedies**

**Chapter 770. Liens**

**Act 95. Self-Service Storage Facility Act**

**§ 770 ILCS 95/1. Short title**

This Act shall be known and may be cited as the "Self-Service Storage Facility Act".

**§ 770 ILCS 95/2. Definitions**

As used in this Act, unless the context clearly requires otherwise:

(A) "Self-service storage facility" means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to such for the purpose of storing and removing personal property. A self-service storage facility is not a warehouse for purposes of Article 7 of the Uniform Commercial Code. If an owner issues any warehouse receipt, bill of lading, or other document of title for the personal property stored, the provisions of this Act do not apply.

(B) "Owner" means the owner, operator, lessor, or sublessor of a self-service storage facility, his agent, or any other person authorized by him to manage the facility, or to receive rent from an occupant under a rental agreement.

(C) "Occupant" means a person, his sublessee, successor, or assign, entitled to the use of the storage space at a self-service storage facility under a rental agreement, to the exclusion of others.

(D) "Rental agreement" means any agreement or lease, written or oral, that establishes or modifies the terms, conditions, rules or any other provisions concerning the use and occupancy of a self-service storage facility.

(E) "Personal property" means movable property not affixed to land, and includes, but is not limited to goods, merchandise, motor vehicles, watercraft, and household items.

(F) "Last known address" means that address provided by the occupant in the latest rental agreement, or the address provided by the occupant in a subsequent written notice of a change of address.

(G) "Late fee" means a charge assessed for an occupant's failure to pay rent when due. "Late fee" does not include interest on a debt, reasonable expenses incurred in the collection of unpaid rent, or costs associated with the enforcement of any other remedy provided by statute or contract

### **§ 770 ILCS 95/3. Lien**

The owner of a self-service storage facility and his heirs, executors, administrators, successors, and assigns have a lien upon all personal property located at a self-service storage facility for rent, labor, or other charges, present or future, in relation to the personal property, and for expenses necessary for its preservation, or expenses reasonably incurred in its sale or other disposition pursuant to this Act. The lien provided for in this Section attaches as of the date the personal property is brought to the self-service storage facility and shall be superior to any other lien or security interest except for a statutory lien or security interest which is perfected through filing and has been perfected, prior thereto, through proper filing.

### **§ 770 ILCS 95/4. Enforcement of lien**

An owner's lien as provided for in Section 3 of this Act for a claim which has become due may be satisfied as follows:

(A) The occupant shall be notified;

(B) The notice shall be delivered:

(1) in person; or

(2) by certified mail or by first-class mail with a certificate of mailing to the last known address of the occupant;

(C) The notice shall include:

(1) An itemized statement of the owner's claim showing the sum due at the time of the notice and the date when the sum became due;

(2) The name of the facility, address, telephone number, date, time, location, and manner of the lien sale, and the occupant's name and unit number;

(3) A notice of denial of access to the personal property, if such denial is permitted under the terms of the rental agreement, which provides the name, street address, and telephone number of the owner, or his designated agent, whom the occupant may contact to respond to this notice;

(3.5) Except as otherwise provided by a rental agreement and until a lien sale, the exclusive care, custody, and control of all personal property stored in the leased self-service storage space remains vested in the occupant. No bailment or higher level of liability is created if the owner over-locks the occupant's lock, thereby denying the occupant access to the storage space. Rent and other charges related to the lien continue to accrue during the period of time when access is denied because of non-payment;

(4) A demand for payment within a specified time not less than 14 days after delivery of the notice;

(5) A conspicuous statement that unless the claim is paid within the time stated in the notice, the personal property will be advertised for sale or other disposition, and will be sold or otherwise disposed of at a specified time and place.

(D) Any notice made pursuant to this Section shall be presumed delivered when it is deposited with the United States Postal Service, and properly addressed with postage prepaid;

(E) After the expiration of the time given in the notice, an advertisement of the sale or other disposition shall be published once a week for two consecutive weeks in a newspaper of general circulation where the self-service storage facility is located. The advertisement shall include:

(1) The name of the facility, address, telephone number, date, time, location, and manner of lien sale and the occupant's name and unit number.

(2) (Blank).

(3) The sale or other disposition shall take place not sooner than 15 days after the first publication. If there is no newspaper of general circulation where the self-service storage facility is located, the advertisement shall be posted at least 10 days before the date of the sale or other disposition in not less than 6 conspicuous places in the neighborhood where the self-service storage facility is located.

(F) Any sale or other disposition of the personal property shall conform to the terms of the notification as provided for in this Section;

(G) Any sale or other disposition of the personal property shall be held at the self-service storage facility, or at the nearest suitable place to where the personal property is held or stored;

(G-5) If the property upon which the lien is claimed is a motor vehicle or watercraft and rent or other charges related to the property remain unpaid or unsatisfied for 60 days, the owner may have the property towed from the self-service storage facility. If a motor vehicle or watercraft is towed, the owner shall not be liable for any damage to the motor vehicle or watercraft, once the tower takes possession of the property. After the motor vehicle or watercraft is towed, the owner may pursue other collection options against the delinquent occupant for any outstanding debt. If the owner chooses to sell a motor vehicle, aircraft, mobile home, moped, motorcycle, snowmobile, trailer, or watercraft, the owner shall contact the Secretary of State and any other governmental agency as reasonably necessary to determine the name and address of the title holder or lienholder of the item, and the owner shall notify every identified title holder or lienholder of the time and place of the proposed sale. The owner is required to notify the holder of a security interest only if the security interest is filed under the name of the person signing the rental agreement or an occupant. An owner who fails to make the lien searches required by this Section is liable only to valid lienholders injured by that failure as provided in Section 3;

(H) Before any sale or other disposition of personal property pursuant to this Section, the occupant may pay the amount necessary to satisfy the lien, and the reasonable expenses incurred under this Section, and thereby redeem the personal property. Upon receipt of such payment, the owner shall return the personal property, and thereafter the owner shall have no liability to any person with respect to such personal property;

(I) A purchaser in good faith of the personal property sold to satisfy a lien, as provided for in Section 3 of this Act, takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by the owner with the requirements of this Section;

(J) In the event of a sale under this Section, the owner may satisfy his lien from the proceeds of the sale, but shall hold the balance, if any, for delivery on demand to the occupant. If the occupant does not claim the balance of the proceeds within one year of the date of sale, it shall become the property of the owner without further recourse by the occupant.

(K) The lien on any personal property created by this Act shall be terminated as to any such personal property which is sold or otherwise disposed of pursuant to this Act and any such personal property which is removed from the self-service storage facility.

(L) If 3 or more bidders who are unrelated to the owner are in attendance at a sale held under this Section, the sale and its proceeds are deemed to be commercially reasonable.

#### **§ 770 ILCS 95/7.5 Limitation of Value**

If the rental agreement contains a limit on the value of property that may be stored in the occupant's space, this limit is deemed to be the maximum value of the stored property, provided that this limit provision must be printed in bold type or underlined in the rental agreement in order to be enforceable. In addition to the remedies otherwise provided by law, only the occupant listed on the last known rental agreement injured by a violation of this Act may bring a civil action to recover damages.

#### **§ 770 ILCS 95/7.10 Late Fees**

(a) A reasonable late fee may be imposed and collected by an owner for each service period that an occupant does not pay rent when due under a rental agreement, provided that the due date for the rental payment is not earlier than the day before the first day of the service period to which the rental payment applies. No late payment fee shall be assessed unless the rental fee remains unpaid for at least 5 days after the date specified in the rental agreement for payment of the rental fee.

(b) No late fee may be collected pursuant to this Section unless the amount of that fee and the conditions for imposing that fee are stated in the rental agreement or in an addendum to that agreement.

(c) For purposes of this Section, a late fee of \$20 or 20% of the rental fee for each month an occupant does not pay rent, whichever is greater, is deemed reasonable and does not constitute a penalty.

(d) Any reasonable expense incurred as a result of rent collection or lien enforcement by an owner may be charged to the occupant in addition to the late fees permitted by this Section. If any such expenses are charged, they shall be identified on any itemized list that is available to the occupant.

#### **§ 770 ILCS 95/5. Supplemental nature of Act**

Except as specifically provided herein, nothing in this Act shall be construed as in any manner either impairing or affecting the right of parties to create liens by special contract or agreement or affecting or impairing other liens arising at common law, in equity, by any statute of this State or any other lien not provided for in Sections 2 to 4 of this Act.

#### **§ 770 ILCS 95/6. Savings clause**

All rental agreements entered into before the effective date of this Act and not extended or renewed after that date, and the rights, duties and interests flowing from them, shall remain valid, and may be enforced or terminated in accordance with their terms or as permitted by any other statute or law of this State.

#### **§ 770 ILCS 95/7.**

No occupant may use a self-service storage facility for residential purposes.