

## Maine Revised Statutes

### Title 10. COMMERCE AND TRADE

#### Part 3. REGULATION OF TRADE

#### Chapter 212. SELF-SERVICE STORAGE ACT

*All laws from 2011 session except chapter 380*

##### § 1371. Short title

This Act shall be known and may be cited as the "Maine Self-service Storage Act." [ 1989, c. 62, (NEW) .]

##### § 1372. [Effective 9/28/2011] Definitions

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings. [ 1989, c. 62, (NEW) .]

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

[ 1989, c. 62, (NEW) .]

**1-A. Abandoned leased space.** "Abandoned lease space" means a leased space that the operator finds unlocked and empty or unlocked and containing personal property with a value less than \$750 or a leased space possession of and all rights to which and any personal property within which have been surrendered to the operator by the occupant.

**1-B. Electronic mail.** "Electronic mail" means electronic mail sent or delivered by transmission over the Internet.

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

[ 1989, c. 62, (NEW) .]

**2-A.Late fee.** "Late fee" means any fee or 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.

[ 2003, c. 274, § 1 (NEW) .]

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

[ 1989, c. 62, (NEW) .]

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

[ 1989, c. 62, (NEW) .]

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

[ 1989, c. 62, (NEW) .]

**5-A.Personal information.** "Personal information" means information about a person that readily identifies that person or is closely associated with that person. "Personal information" includes, but is not limited to, social security numbers, credit or debit card information, bank account numbers, medical information or passport information.

[ 2009, c. 525, § 1 (NEW) .]

**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.

[ 1989, c. 62, (NEW) .]

**6-A.Reasonable belief.** "Reasonable belief" is the actual knowledge or belief a prudent person would have without making an investigation that a leased space contains personal information relating to clients, customers or others with whom the occupant does business.

[ 2009, c. 525, § 2 (NEW) .]

**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.

[ 1989, c. 62, (NEW) .]

**8.Self-service storage facility.** "Self-service storage facility" means any real property used for renting or leasing individual storage spaces under a written rental agreement in which the occupants themselves customarily store and remove their own personal property on a self-service basis.

[ 1989, c. 62, (NEW) .]

**9. Verified mail.** "Verified mail" means any method of mailing that is offered by the United States Postal Service and provides evidence of mailing.

### **§ 1373. Restrictions of use**

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

[ 1989, c. 62, (NEW) .]

**2.Occupant not to use for residential purposes.** An occupant may not use a leased space for residential purposes.

[ 1989, c. 62, (NEW) .]

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

A. If the operator has reason to believe that an occupant is storing goods that have resulted in a condition described in this subsection, the operator may remove and dispose of the goods thus causing that condition. [ 1989, c. 62, (NEW) .]

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

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

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

(3) Determine whether a condition described in this subsection exists. [ 1989, c. 62, (NEW) .]

C. Notwithstanding paragraph B, an operator may immediately dispose of goods under this section if they constitute a threat to health, safety or welfare. The operator shall immediately notify the occupant of this action following the procedures of paragraph B, subparagraph (1). [ 1989, c. 62, (NEW) .]

#### **§ 1374. [Effective 9/28/2011] Lien**

**1. Lien created.** The operator of a self-service storage facility has a lien on all personal property stored within each leased space for rent, labor or other charges, and for expenses reasonably incurred in its sale, as provided in this Act. The lien attaches as of the date the occupant leases the space.

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

A. Of the existence of the lien; [ 1989, c. 62, (NEW) .]

B. That property stored in the leased space may be sold to satisfy the lien if the occupant is in default; and [ 1989, c. 62, (NEW) .]

C. That a sale shall be held at the self-service storage facility where the personal property is stored or at the nearest suitable location. [ 1989, c. 62, (NEW) .]

#### **§ 1375. [Effective 9/28/2011] Enforcement of lien**

**1. Sale; use of proceeds.** Except as provided in subsection 1-A, 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 must then be applied to satisfy the lien, with any surplus disbursed as provided in subsection 5. The sale must take place at least 15 days after the provision of notice under subsection 2.

**1-A.Leased space containing personal information.** When the operator has a reasonable belief that the leased space contains personal information relating to clients, customers or others with whom the occupant does business, the operator may not hold a lien sale of the personal information and may destroy the personal information without liability to any person.

[ 2009, c. 525, § 4 (NEW) .]

**1-B. Operator may inspect contents of leased space.** After an occupant is in default pursuant to subsection 1, an operator may inspect the contents of a leased space to investigate the presence of personal information without liability to any person.

[ 2009, c. 525, § 5 (NEW) .]

**1-C. Personal property with value less than \$750.** If the occupant is in default for a period of more than 45 days, the operator may remove the occupant's lock to verify that the personal property in the leased space has a value greater than or equal to \$750. If the personal property has a value greater than or equal to \$750, the operator may enforce a lien pursuant to subsection 1. If the personal property has a value less than \$750, the personal property and leased space may be considered an abandoned leased space and the personal property may be disposed of pursuant to section 1378.

**1-D. Motor vehicles.** If the personal property in the leased space is a motor vehicle, the operator may have the motor vehicle towed with no liability to any party.

**2. Notice.** As soon as the occupant is in default and before conducting a sale under subsection 1, the operator shall:

A. Send a notice of default by verified mail and by either first-class mail or electronic mail to the occupant at the occupant's last known address or other address set forth by the occupant in the rental agreement that includes:

(1) A statement that the contents of the occupant's leased space are subject to the operator's lien . The sale must take place at least 15 days after the provision of notice under subsection 2;

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

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

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

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

**3.Redemption of property.** At any time before a sale under this section or before property is disposed of or destroyed under section **1373**, subsection 3, paragraph C or under subsection 1-A, whichever occurs first, the occupant may pay the amount necessary to satisfy the lien and redeem the occupant's personal property.

[ 2009, c. 525, § 6 (AMD) .]

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

[ 1989, c. 62, (NEW) .]

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

A. Satisfy the lien from the proceeds of the sale; and [ 1989, c. 62, (NEW) .]

B. Hold the balance, if any, for 90 days from the date of sale for delivery on demand to the occupant or any other recorded lienholders. If the balance is not claimed after 90 days, it becomes the property of the operator.

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

[ 1989, c. 62, (NEW) .]

**7. Purchasers.** Except as provided in subsection 7-A, a purchaser in good faith of any personal property sold under this Act takes the property free and clear of any rights of:

A. Persons against whom the lien was valid; and [ 1989, c. 62, (NEW) .]

B. Other lienholders. [ 1989, c. 62, (NEW) .]

[ 2009, c. 525, § 7 (AMD) .]

**7-A. Purchaser to sign contract.** Before taking possession of any personal property sold under this Act, a purchaser must sign a contract provided by the operator that contains provisions including, but not limited to, an agreement by the purchaser to return to the operator any personal information relating to clients, customers or others with whom the occupant does business.

[ 2009, c. 525, § 8 (NEW) .]

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

A. To the occupant shall be limited to the net proceeds received from the sale of the personal property; and [ 1989, c. 62, (NEW) .]

B. To other lienholders shall be limited to the net proceeds received from the sale of any personal property covered by that other lien. [ 1989, c. 62, (NEW) .]

[ 1989, c. 62, (NEW) .]

**9. Denying occupant access to leased space.** If an occupant is in default, the operator, by making provision in the written rental agreement, may deny the occupant access to the leased space, provided that the occupant may arrange to have access solely to view and verify the contents of the leased space. Such access must be arranged with the facility office during normal business hours.

[ 1989, c. 62, (NEW) .]

**10. Notices; mail.** Unless otherwise specifically provided, all notices required by this Act must be sent as described in subsection 2, paragraph A.

A. Notices sent to the operator must be sent to the self-service storage facility where the occupant's property is stored. Notices to the occupant must be sent to the occupant at the occupant's last known address. Notices are 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.

[ 1989, c. 62, (NEW) .]

**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.

[ 1989, c. 62, (NEW) .]

**13. Value of stored property.** If a rental agreement contains a limit on the value of personal property that may be stored in the occupant's leased space, the limit is deemed to be the maximum value of the stored personal property and the maximum liability of the operator for any claim.

#### **§ 1376. Late fees**

**1. Imposition of late fee.** An operator may impose a reasonable late fee in accordance with this section for each service period that an occupant does not pay rent when due, as long as 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. A late fee may not be imposed if the occupant makes a rental payment in full by the 3rd day after the due date.

[ 2003, c. 274, § 2 (NEW) .]

**2. Conditions in writing.** An operator may not impose a late fee unless the amount of that fee and the conditions for imposing that fee are stated in 12-point type in a written rental agreement or an addendum to that agreement.

[ 2003, c. 274, § 2 (NEW) .]

**3. Permissible late fees.** A late fee of \$20 for each late rental payment or 20% of the amount of each rental payment, whichever is greater, is reasonable and does not constitute a penalty.

[ 2003, c. 274, § 2 (NEW) .]

**4. Recovery of reasonable expenses.** An operator may recover from the occupant any reasonable expense incurred in rent collection or lien enforcement in addition to the late fee permitted by subsection 1.

#### **§ 1377. Effects of violations**

It is a violation of the Maine Unfair Trade Practices Act if: [ 2009, c. 525, § 9 (NEW) .]

**1.Occupant fails to take measures to protect personal information.** An occupant fails to take appropriate measures to protect personal information of clients, customers or others with whom the occupant does business;

[ 2009, c. 525, § 9 (NEW) .]

**2.Purchaser fails to return personal information.** A purchaser of any personal property under this Act intentionally fails to return to the operator any personal information of clients, customers or others with whom the occupant does business; and

[ 2009, c. 525, § 9 (NEW) .]

**3.Operator conducts lien sale of personal information.** An operator has a reasonable belief that a leased space contains personal information relating to clients, customers or others with whom the occupant does business and nonetheless intentionally conducts a lien sale of personal information relating to clients, customers or others with whom the occupant does business.

#### **§ 1378. [Effective 9/28/2011] Abandonment**

In the case of an abandoned leased space, the operator has the right to immediately take possession of the leased space and dispose of any personal property in the leased space by any means at the operator's discretion.