

Nevada Statutes

Title 9. SECURITY INSTRUMENTS OF PUBLIC UTILITIES; MORTGAGES; DEEDS OF TRUST; OTHER LIENS

Chapter 108. Statutory Liens

LIENS OF OWNERS OF FACILITIES FOR STORAGE

§ 108.473. Definitions

As used in NRS 108.473 to 108.4783, inclusive, and sections 2 and 3 of this act, unless the context otherwise requires, the words and terms defined in NRS 108.4731 to 108.4748, inclusive, and section 2 of this act have the meanings ascribed to them in those sections.

§ 108.4731. "Electronic mail" defined

"Electronic mail" means an electronic message, executable program or computer file which contains an image of a message that is transmitted between two or more computers or electronic terminals, or within or between computer networks and from which a confirmation of receipt is received.

§ 108.4733. "Facility" defined

"Facility" means real property divided into individual storage spaces. The term does not include a garage or storage area in a private residence.

§ 108.4734. "Last known address" defined

"Last known address" means the postal and electronic mail address, if any, provided by an occupant in the most recent rental agreement between the owner and the occupant, or the postal and electronic mail address, if any, provided by the occupant in a written notice sent to the owner with a change of the occupant's address after the execution of the rental agreement.

§ 108.4735. "Occupant" defined

"Occupant" includes a person or a person's sublessee, successor or assignee who is entitled to the exclusive use of an individual storage space at a facility pursuant to a rental agreement.

§ 108.474. "Owner" defined

"Owner" includes a lessor, operator or other person authorized by the owner to manage a facility, enter into rental agreements with occupants and collect rent from occupants.

§ 108.4743. "Personal property" defined

"Personal property" means any property not affixed to land and includes, without limitation, merchandise, furniture, household items, motor vehicles, boats and personal watercraft.

§ 108.4744. "Protected property" defined

"Protected property" means personal property, the sale of which or prohibition against the sale of which is regulated by state or federal law. The term includes, without limitation:

1. Documents, film or electronic data that contain personal information, such as social security numbers, credit or debit card information, bank account information, passport information and medical or legal records relating to clients, customers, patients or others in connection with an occupant's business.
2. Pharmaceuticals other than those dispensed by a licensed pharmacy for use by an occupant.
3. Alcoholic beverages.
4. Firearms.

§ 108.4745. "Rental agreement" defined

"Rental agreement" means any written agreement or lease establishing or modifying the terms, conditions or rules concerning the use and occupancy of an individual storage space at a facility.

§ 108.4746. "Storage space" defined

"Storage space" means a space used for storing personal property, which is rented or leased to an individual occupant who has access to the space.

§ 108.4748. "Verified mail" defined

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

§ 108.475. Use of storage space for residence prohibited; eviction; nature of facility; effect of issuance of document of title for property

1. It is unlawful to use a storage space at a facility for a residence.
2. A facility shall not be deemed to be a warehouse or a public utility.
3. If an owner of a facility issues a warehouse receipt, bill of lading or other document of title for the personal property stored in a storage space at the facility, the owner and the occupant are subject to the provisions of NRS 104.7101 to 104.7603, inclusive, and the provisions of NRS 108.473 to 108.4783, inclusive, and sections 2 and 3 of this act do not apply.

§ 108.4753. Lien of owner of facility; priority of lien created by document of title

1. The owner of a facility and the owner's heirs, assignees or successors have a possessory lien, from the date the rent for a storage space at the facility is due and unpaid, on all personal property, including protected property, located in the storage space for the rent, late fees imposed pursuant to section 3 of this act, labor or other charges incurred by the owner pursuant to a rental agreement and for those expenses reasonably incurred by the owner to preserve, sell or otherwise dispose of the personal property.
2. Any lien created by a document of title for a motor vehicle or boat has priority over a lien attaching to that motor vehicle or boat pursuant to NRS 108.473 to 108.4783, inclusive.

§ 108.4755. Contents of rental agreement

1. Each rental agreement must be in writing and must contain:

(a) A provision printed in a size equal to at least 10-point type that states, "IT IS UNLAWFUL TO USE A STORAGE SPACE IN THIS FACILITY AS A RESIDENCE."

(b) A statement that the occupant's personal property will be subject to a claim for a lien and may be sold or disposed of if the rent or other charges described in the rental agreement remain unpaid for 14 consecutive days.

(c) A provision requiring the occupant to:

(1) Disclose to the owner any items of protected property in the storage space.

(2) If the occupant is subject to mandatory licensing, registration, permitting or other professional or occupational regulation by a governmental agency, board or commission and the protected property to be stored is related to the practice of that profession or occupation by the occupant, provide written notice to that agency, board or commission stating that the occupant is storing protected property at the facility, identifying the general type of protected property being stored at the facility and providing complete contact information for the facility. The occupant shall give the owner a copy of any written notice provided to such an agency, board or commission.

(3) Provide complete contact information for a secondary contact who may be contacted by the owner if the owner is unable to contact the occupant.

2. If any provision of the rental agreement provides that an owner, lessor, operator, manager or employee of the facility, or any combination thereof, is not liable, jointly or severally, for any loss or theft of personal property stored in a storage space at the facility, the provision is unenforceable unless:

(a) The rental agreement contains a statement advising the occupant to purchase insurance for any personal property stored in a storage space at the facility and informing the occupant that such insurance is available through most insurers;

(b) The provision and the statement are:

(1) Printed in all capital letters or, if the rental agreement is printed in all capital letters, printed in all capital letters and boldface type, italic type or underlined type; and

(2) Printed in a size equal to at least 10-point type or, if the rental agreement is printed in 10-point type or larger, printed in type that is at least 2 points larger than the size of type used for other provisions of the rental agreement; and

(c) The provision is otherwise enforceable pursuant to the laws of this state.

3. NRS 108.473 to 108.4783 , inclusive, do not apply and the lien for charges for storage does not attach unless the rental agreement contains a space for the occupant to provide the name and address of an alternative person to whom the notices under those sections may be sent. The occupant's failure to provide an alternative address does not affect the owner's remedies under those sections.

4. The parties may agree in the rental agreement to additional rights, obligations or remedies other than those provided by NRS 108.473 to 108.4783 , inclusive. The rights provided in those sections are in addition to any other rights of a creditor against a debtor.

§ 108.4757. Presumption regarding maximum value of property stored

If a rental agreement contains a limit on the value of property stored in the storage space of an occupant, the limit is presumed to be the maximum value of the personal property stored in the storage space.

§ 108.4758. Late fees

1. An owner may impose a reasonable late fee for each month that an occupant does not pay rent for a storage space when due if the amount of late fee is stated in the rental agreement or an addendum to such an agreement.
2. A late fee of \$20 or 20 percent of the monthly rental amount, whichever is greater, for each month of a late rental payment shall be deemed to be a reasonable late fee and shall not constitute a penalty.
3. A late fee imposed pursuant to this section is not interest on a debt or a cost incurred by an owner in enforcing the owner's lien pursuant to NRS 108.4763 or enforcing any other remedy provided by any statute or contract.
4. As used in this section, "late fee" means a fee or charge assessed by an owner for an occupant's failure to pay rent for a storage space when due.

§ 108.476. Unpaid charges: Termination of occupant's right to use storage space; notice; imposition of lien

1. If any charges for rent or other items owed by the occupant remain unpaid for 10 days or more, the owner may deny the occupant access to the storage space at the facility for which charges are owed.
2. If any charges for rent or other items owed by the occupant remain unpaid for 14 days or more, the owner may terminate the occupant's right to use the storage space at the facility, for which charges are owed, not less than 14 days after sending a notice by verified mail or, if available, by electronic mail to the occupant at his or her last known address and to the alternative address provided by the occupant in the rental agreement. The notice must contain:
 - (a) An itemized statement of the amount owed by the occupant at the time of the notice and the date when the amount became due;
 - (b) The name, address and telephone number of the owner or the owner's agent;
 - (c) A statement that the occupant's right to use the storage space will terminate on a specific date unless the occupant pays the amount owed to the owner; and
 - (d) A statement that upon the termination of the occupant's right to occupy the storage space and after the date specified in the notice, an owner's lien pursuant to NRS 108.4753, will be imposed.

§ 108.4763. Owner's remedies upon nonpayment of charges; notice of sale; limit on earliest time for sale; disposal of protected property

1. After the notice of the lien is mailed by the owner, if the occupant fails to pay the total amount due by the date specified in the notice, the owner may:
 - (a) Enter the storage space and remove the personal property within it to a safe place.

(b) Dispose of, but may not sell, any protected property contained in the storage space in accordance with the provisions of subsection 5 if the owner has actual knowledge of such protected property. If the owner disposes of the protected property in accordance with the provisions of subsection 5, the owner is not liable to the occupant or any other person who claims an interest in the protected property.

(c) If the personal property upon which the lien is claimed is a motor vehicle, boat or personal watercraft, and rent and other charges related to such property remain unpaid or unsatisfied for 60 days, have the property towed by any tow car operator subject to the jurisdiction of the Nevada Transportation Authority. If a motor vehicle, boat or personal watercraft is towed pursuant to this paragraph, the owner is not liable for any damages to such property once the tow car operator takes possession of the motor vehicle, boat or personal watercraft.

2. The owner shall send to the occupant a notice of a sale to satisfy the lien by verified mail or, if available, by electronic mail at the last known address of the occupant and at the alternative address provided by the occupant in the rental agreement at least 14 days before the sale. If the notice is sent by electronic mail and no confirmation of receipt is received, the owner shall also send such notice to the occupant by verified mail at the last known address of the occupant. The notice must contain:

(a) A statement that the occupant may no longer use the storage space and no longer has access to the occupant's personal property stored therein;

(b) A statement that the personal property of the occupant is subject to a lien and the amount of the lien;

(c) A statement that the personal property will be sold or disposed of to satisfy the lien on a date specified in the notice, unless the total amount of the lien is paid or the occupant executes and returns by verified mail, the declaration in opposition to the sale; and

(d) A statement of the provisions of subsection 3.

3. Proceeds of the sale over the amount of the lien and the costs of the sale must be retained by the owner and may be reclaimed by the occupant or the occupant's authorized representative at any time up to 1 year from the date of the sale.

4. The notice of the sale must also contain a blank copy of a declaration in opposition to the sale to be executed by the occupant if the occupant wishes to do so.

5. The owner may dispose of protected property contained in the storage space by taking the following actions, in the following order of priority, until the protected property is disposed of:

(a) Contacting the occupant and returning the protected property to the occupant.

(b) Contacting the secondary contact listed by the occupant in the rental agreement and returning the protected property to the secondary contact.

(c) Contacting any appropriate state or federal authorities, including, without limitation, any appropriate governmental agency, board or commission listed by the occupant in the rental agreement pursuant to NRS 108.4755, ascertaining whether such authorities will accept the protected property and, if such authorities will accept the protected property, ensuring that the protected property is delivered to such authorities.

(d) Destroying the protected property in an appropriate manner which is authorized by law and which ensures that any confidential information contained in the protected property is completely obliterated and may not be examined or accessed by the public.

§ 108.4765. Occupant's declaration in opposition to sale

The occupant may prevent a sale of the personal property to satisfy the lien if the occupant executes a declaration in opposition to the sale under penalty of perjury and returns the declaration to the owner by verified mail. The declaration must contain the following:

1. The name, address and signature of the occupant;
2. The location of the personal property which is to be sold to satisfy a lien;
3. The date the declaration was executed by the occupant; and
4. A statement that:
 - (a) The occupant has received the notice of the sale to satisfy the lien;
 - (b) The occupant opposes the sale of the property; and
 - (c) The occupant understands that any action concerning the validity of the lien must be commenced not later than 21 days after the date on which the owner receives the declaration in opposition to the sale as required pursuant to NRS 108.477 .

§ 108.477. Sale of occupant's property by owner: Advertisement; manner; distribution of proceeds

1. If the declaration in opposition to the lien sale executed by the occupant is not received by the date of the sale specified in the notice mailed to the occupant, the owner may sell the property.
2. The owner shall advertise the sale once a week for 2 consecutive weeks immediately preceding the date of the sale in a newspaper of general circulation in the judicial district where the sale is to be held. The advertisement must contain:
 - (a) A general description of the personal property to be sold;
 - (b) The name of the occupant;
 - (c) The number of the individual storage space at the facility where the personal property was stored; and
 - (d) The name and address of the facility.
3. If there is no newspaper of general circulation in the judicial district where the sale is to be held, the advertisement must be posted 10 days before the sale in at least six conspicuous places near the place of the sale.
4. The sale must be conducted in a commercially reasonable manner.
5. After deducting the amount of the lien and the costs of the sale, the owner shall retain any excess proceeds from the sale on the behalf of the occupant.

6. The occupant or any person authorized by the occupant or by an order of the court may claim the excess proceeds or the portion of the proceeds necessary to satisfy the person's claim at any time within 1 year after the date of the sale. After 1 year, the owner shall pay any proceeds remaining from the sale to the treasurer of the county where the sale was held for deposit in the general fund of the county.

§ 108.4773. Claim of property subject to security interest

1. Any person who has a security interest in the personal property perfected pursuant to NRS 104.9101 to 104.9709 , inclusive, may claim the personal property which is subject to the security interest and to the lien for storage charges by paying the amount due, as specified in the preliminary notice of the lien, for the storage of the property, if no declaration in opposition to the sale to satisfy the lien has been executed and returned by the occupant to the owner.

2. Upon payment of the total amount due pursuant to this section, the owner shall deliver the personal property subject to the security interest to the person holding such interest and paying the amount of the owner's lien. The owner is not liable to any person for any action taken pursuant to this section if the owner complied with the provisions of NRS 108.473 to 108.4783 , inclusive.

§ 108.4775. Satisfaction of lien by person claiming interest in property

Before the sale to satisfy the lien, any person claiming an interest in the personal property may pay the amount necessary to satisfy the lien and the reasonable expenses incurred by the owner to protect the lien. If this is done, the personal property must not be sold, but the owner shall retain the property pending an order by a court which directs the disposition of the property.

§ 108.478. Effect of occupant's execution of declaration in opposition to sale; effect of occupant's commencement of action; stay of enforcement of a judgment pending appeal

If the owner receives a declaration in opposition to the sale before the date set forth in the notice of the sale to satisfy the lien:

1. Except as otherwise provided in subsection 2, the owner must not sell the property until at least 30 days after the date on which the owner receives the declaration in opposition to the sale.

2. The occupant must file a complaint in a court of competent jurisdiction not later than 21 days after the date on which the owner receives the declaration in opposition to the sale. If such an action is commenced, the owner must not sell the property unless the court enters judgment in favor of the owner.

3. If the occupant does not commence an action within 21 days after the date on which the owner receives the declaration in opposition to the sale, or if the court enters judgment in favor of the owner, the owner may advertise the property for sale and sell the property as provided in NRS 108.477 .

4. The occupant may stay the enforcement of a judgment pending an appeal by posting with the court which entered the judgment a bond in an amount equal to 1.5 times the amount of the judgment. If the occupant posts such a bond, the court may order the owner to return the personal property to the occupant.

§ 108.4783. Purchaser of property at sale to satisfy lien or enforce judgment takes free of any party's interest; exception for protected property found in storage space

Any person who purchases the personal property in good faith at a sale to satisfy the lien or a sale to enforce a judgment on a lien:

1. Does not acquire ownership of any protected property found in the storage space. The person who purchased the protected property in good faith at a sale to satisfy the lien shall, as soon as reasonably practicable, return the protected property to the occupant or, if the occupant cannot be found after reasonable diligence, to the owner, who shall dispose of the protected property in accordance with the provisions of subsection 5 of NRS 108.4763.

2. Except as otherwise provided in subsection 1, takes the property free and clear of the rights of any party, even though the owner who conducted the sale may have failed to comply with the provisions of NRS 108.473 to 108.4783, inclusive.