South Carolina Statutes

Title 39. Trade and Commerce

Chapter 20. SELF-SERVICE STORAGE FACILITIES

§ 39-20-10. Short title

This chapter is known and may be cited as the South Carolina Self-service Storage Facility Act

§ 39-20-20. Definitions

For purposes of this chapter:

(a) "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.

(b) "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.

(c) "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.

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

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

(f) "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 the space for the purpose of storing and removing personal property. No occupant may use a self-service storage facility for residential purposes. A self-service storage facility is not a warehouse within the meaning of Chapter 19 of Title 39 and the provisions of law relative to bonded public warehousemen do not apply to the owner of a self-service storage facility. A self-service storage facility is not a safe-deposit box or vault maintained by banks, trust companies, or other financial entities.

§ 39-20-30. Lien of owner for rent, labor, or other charges

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 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 chapter. The lien provided for in this chapter is junior to any other liens or security interests which are perfected and recorded or liens by any lienholder with an interest in the property of whom the owner has knowledge either through the disclosure provision of the rental agreement or through other written notice. The lien attaches as of the date the occupant is considered in default.

§ 39-20-40. Requirement of written rental agreement

If an owner complies with the requirements of this code section and Section 39-20-45, he may enforce the lien without judicial intervention. An owner shall obtain from the occupant a written rental agreement which must include the following language with bold type where indicated:

This agreement, made and entered into this ___ day of_____, 19___, by and between _____, the owner and _____, the occupant, whose last known address is _____. For the consideration provided for in this agreement, the owner agrees to let the occupant use and occupy a space in the self-service storage facility, known as _____, located in the City of _____, State of South Carolina, and more particularly described as follows: Building #___ Space #___, Size ___. The space is to be occupied and used for the purposes specified in this agreement and subject to the conditions set forth for a period of _____, beginning on the ___ day of _____, 19___, and continuing month to month until terminated.

"Space", as used in this agreement, means that part of the self-service storage facility as described above. The occupant agrees to pay the owner, as payment for the use of the space and improvements on the space, the monthly sum of $_____. Monthly installments are payable in advance on or before the first of each month, in the amount of $_____, and a like amount of each month after that, until the termination of this agreement.

If any monthly installment is not paid by the fifteenth of the month due, or if any check given in payment is dishonored, occupant is considered to be in default.

Occupant further agrees to pay the sum of one month's fees, which must be used as a clean-up and maintenance fund, and is to be used, if required, for the repair of any damage done to the space and to clean up the space at the termination of the agreement. In the event that the space is left in a good state of repair, and in a broom-swept condition, then this amount must be refunded to the occupant. It is agreed to between the parties that the owner may set off any claims it may have against the occupant from this fund.

The space named in this agreement is to be used by the occupant solely for the purpose of storing any personal property belonging to the occupant. The occupant agrees not to store any explosives or any highly inflammable goods or any other goods in the space which would cause danger to the space. The occupant agrees that the property will not be used for any unlawful purposes and the occupant agrees not to commit waste, nor alter, nor affix signs on the space, and will keep the space in good condition during the term of this agreement.

UPON DEFAULT BY THE OCCUPANT THE OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, LABOR, OR OTHER CHARGES IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY-DAY PERIOD AFTER DEFAULT. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE FIFTEENTH OF THE MONTH DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE.

For purposes of owner's lien: "personal property" means movable property, not affixed to land and includes, but is not limited to, goods, merchandise, and household items; "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. The owner's lien attaches as of the date the occupant is considered in default.

OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO PROVIDE SUCH INSURANCE.

§ 39-20-45. Enforcement of lien without judicial intervention

If occupant has been in default continuously for fifty days, owner may enforce its lien, provided owner shall comply with, during the fifty-day default period, the following procedure.

The occupant must be notified in writing by delivery by certified mail, return receipt requested, to the last known address of occupant. The owner also shall notify other parties with superior liens or security interests as defined in this rental agreement. The notice is presumed delivered when notice of delivery, failure to accept delivery, or the impossibility of delivery is received by owner.

Owner's notice to occupant shall include 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. It shall briefly and generally describe the personal property subject to the lien. The description must be reasonably adequate to permit the person notified to identify it, except that any container included, but not limited to, a trunk, valise, or box that is locked, fastened, sealed, or tied in a manner which deters immediate access to its contents may be described as such without describing its contents. The inventory of any property taken under the provisions of this section must be done by the owner or the owner's agent with at least one other person present. Owner's notice shall notify occupant of denial of access to the personal property and provide the name, street address, and telephone number of the owner or its designated agent, whom the occupant may contact to respond to this notice.

Owner's notice shall demand payment within a specified time, not less than fourteen days after delivery of the notice. It shall state that, unless the claim is paid within the time stated in the notice, the personal property will be advertised for public sale to the highest bidder, and will be sold at public sale to the highest bidder at a specified time and place.

After the expiration of the fifty-day default period, the owner shall publish an advertisement of the public sale to the highest bidder 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: a brief and general description of the personal property, reasonably adequate to permit its identification; the address of the self-service storage facility and the number, if any, of the space where the personal property is located, and the name of the occupant; and the time, place, and manner of the public sale. The public sale to the highest bidder shall take place not sooner than fifteen days after the first publication. If there is no newspaper of general circulation where the self-service storage facility is located, the advertisement must be posted at least fifteen days before the date of the public sale and in not less than six conspicuous places in the neighborhood where the self-service storage facility is located.

If no one purchases the property at the public sale and if the owner has complied with the foregoing procedures, the owner may otherwise dispose of the property and shall notify the occupant of the action taken. Any sale or disposition of the personal property must be held at the self-service storage facility or at the nearest suitable place to where the personal property is held or stored.

Before any sale or other disposition of personal property pursuant to this agreement, the occupant may pay the amount necessary to satisfy the lien and the reasonable expenses incurred, and by that action redeem the personal property and after that the owner shall have no liability to any person with respect to the personal property.

A purchaser in good faith of the personal property sold to satisfy owner's lien takes the property subject to any other liens or security interests which are perfected and recorded or liens by any lienholder with an interest in the property of whom the owner has knowledge either through the disclosure provision of the rental agreement or through other written notice.

In the event of a sale, the owner may satisfy his lien from the proceeds of the sale. The owner shall hold the balance of the proceeds, if any, for the occupant or any notified, secured interest holder. If not claimed within two years of the date of sale, the balance of the proceeds must be disposed of in accordance with Chapter 18 of Title 27. In no event may the owner's liability exceed the proceeds of the sale.

§ 39-20-47. Enforcement of lien by distraint

(A) If no written rental agreement exists between the owner and occupant and the oral rental agreement was entered into prior to the effective date of this chapter, an owner may enforce collection of rent due by distress in the manner prescribed by this section if the occupant has been in default continuously for thirty days. Any magistrate having jurisdiction over the district in which the self-service storage facility is located may issue, upon receipt of an affidavit of the owner or his agent setting forth the amount of rent due, a notice directed to the occupant stating the alleged amount of rent due, including any cost, and fixing a time and place for a predistress hearing to be held not earlier than five days after the service of the notice. The notice, together with a copy of the affidavit, must be delivered to (a) any regular constable, (b) such special constable as the magistrate may appoint, or (c) the sheriff of the county for enforcement. The officer shall serve a copy of the notice and affidavit on the occupant by personal service by any method provided by law.

(B) The purpose of the predistress hearing is to protect the occupant's use and possession of property from arbitrary encroachment and to prevent unfair or mistaken deprivation of property. If the magistrate shall, after conducting the hearing, find that the owner's right to distress is valid and the occupant has no overriding right to continue in possession of the property subject to distress, then the magistrate may issue his distress warrant naming the amount of rent due, with costs, and the warrant shall be delivered to an officer as set forth in subsection (A).

(C) The officer to whom a distress warrant is delivered after the predistress hearing shall demand of the occupant payment of the rent with costs as enumerated in the distress warrant. If the amount is paid the officer shall return the warrant with the amount collected to the magistrate who shall settle with the owner. If the tenant fails or refuses to pay the rent with costs, the officer shall distrain sufficient of the property upon the rented premises to pay the amount by delivering or mailing to the occupant at his last known address a list in writing of the property distrained together with a copy of the distress warrant.

(D) If any property distrained is not the property of the occupant, the occupant shall immediately name the owner of the property and inform the officer of the ownership and the officer shall distrain sufficient other property of the occupant to pay the rent and costs. The property of the occupant must be first applied to payments of the rent and costs. All property in the self-service storage facility is subject to distress as provided in this section.

(E) Any property belonging to the occupant removed from the self-service storage facility must, if found, be subject to distraint and sale, provided the distraint be made within thirty days after the removal.

(F) Within five days after the distraint, the occupant may free the property from the lien of the distraint by giving a bond payable to the owner in double the amount claimed, with sufficient surety or sureties approved by the court, and the issues thus joined must be tried by the court. The owner has the right to except to the surety or sureties and the surety or sureties shall justify before the magistrate as provided for justification for sureties in claim and delivery actions.

(G) If the occupant fails to give bond as prescribed in subsection (F) then the officer may sell the property at public auction to the highest bidder for cash at a designated place of sale after posting a notice of the sale for five days upon the premises and two other public places in the county stating the time and place of the sale.

(H) The purchaser at a sale of chattels seized under a distress warrant takes the property subject to any other perfected and recorded liens on the property.

(I) If the property distrained brings more than the rent with costs at the sale the surplus must be paid to the occupant and the rent must be paid to the owner.

§ 39-20-49. Person claiming contents of storage facility to pay all unpaid rents

The owner of a self-service storage facility may require of a person laying claim to any of the contents of the self-service storage facility that the claimant pay to the owner all unpaid rents due for the use of the facility before taking possession of the contents. The owner is not responsible for any property taxes that may be due on any contents that have been in storage in the facility.

§ 39-20-50. Creation of additional rights, duties, and obligations by agreement; relation of chapter to other laws

Nothing in this chapter may be construed as in any manner impairing or affecting the right of the parties to create additional rights, duties, and obligations in and by virtue of the rental agreement. The rights provided by this chapter are in addition to all other rights allowed by law to a creditor against his debtor.