

Idaho Lien Law

TITLE 55

PROPERTY IN GENERAL

CHAPTER 23

SELF-SERVICE STORAGE FACILITIES

55-2301. DEFINITIONS. As used in this chapter:

- (1) "Default" means the failure to perform, on time, any obligation or duty set forth in the rental agreement.
- (2) "Last known address" means that address provided by the lessee in the rental agreement or the address provided by lessee to the operator in a subsequent written notice of a change of address.
- (3) "Leased space" means the individual storage space at the self-service storage facility which is or may be rented to a lessee pursuant to a rental agreement.
- (4) "Lessee" means a person, sublessee, successor, or assignee entitled to the use of a leased space at a self-service storage facility under a rental agreement.
- (5) "Operator" means any person authorized by the owner to manage the facility.
- (6) "Owner" means the person who holds legal title to the self-service storage facility. An owner may also be an operator.
- (7) "Personal property" means those items placed within the leased space and includes, but is not limited to, goods, wares, merchandise, motor vehicles, watercraft and household items and furnishings.
- (8) "Rental agreement" means a signed, written agreement or contract that establishes conditions or rules concerning the use and occupancy by a lessee of a self-service storage facility and includes any signed written amendment to such an agreement.
- (9) "Self-service storage facility" means any real property used for renting or leasing individual storage space in which the lessees themselves store and remove their own personal property on a "self-service" basis.

55-2302. RESTRICTIVE USE OF TERMS. A self-service storage facility is not a warehouse or a public utility.

55-2303. RESTRICTIONS ON USE OF LEASED SPACE. (1) An operator may not knowingly permit a leased

space to be used for residential purposes.

(2) A lessee may not use a leased space for residential purposes.

55-2304. RENTAL AGREEMENT. (1) From and after July 1, 1990, any operator offering storage spaces in a self-service storage facility for rent shall provide a written rental agreement which shall be executed by the operator and the lessee. The operator of a self-storage facility shall provide a lessee with a copy of the rental agreement at the time of the rental.

(2) The rental agreement shall contain a conspicuous statement advising the lessee:

(a) Of the existence of the lien;

(b) That the property in the leased space may be sold to satisfy the lien

if the lessee is in default; and

(c) That the personal property stored in a storage space will not be insured unless the lessee obtains insurance on his property.

(3) The rental agreement shall contain a provision requiring the lessee to disclose any lienholders or secured parties who have an interest in property that is stored in the self-service storage facility.

55-2305. LIEN CREATED. The owner of a self-[service] storage facility, his heirs, executors, administrators, successors, and assigns shall have a lien on all personal property stored within each leased space located at the self-service storage facility for rent, labor, or other charges, present or future, and for expenses reasonably incurred in enforcing the lien.

Self-[service] storage facility liens shall be brought exclusively under the provisions of this chapter.

55-2306. ENFORCEMENT OF LIEN. (1) Action to enforce a lienholder's claim which has become due against a lessee and which is secured by the owner's lien

may be taken by the owner or operator after the lessee has been in default of the rental agreement continuously for a period of sixty (60) days.

(2) The operator shall send notice by certified mail to the lessee at his last known address and to all persons disclosed by the lessee as claiming a security interest in the stored property. The notice shall include:

(a) The name, address and telephone number of the person claiming the lien;

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

(c) A demand for payment within a time specified, not less than ten (10) days after mailing of the notice;

(d) A statement that unless the claim is paid within the time stated in the notice, the personal property shall be advertised for sale and shall be sold at a specified time and place, but which shall not be sooner than ten (10) days after the first publication;

(e) A brief and general description of the goods subject to the lien; and

(f) Notification that the operator may deny access by the lessee to his personal property until the lien has been satisfied.

(3) Upon expiration of the time specified in subsection (2)(c) of this section, an advertisement of the sale shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation in the county where the self-service storage facility is located. The advertisement shall include:

(a) The location, date, time and manner of the sale of the property stored in the self-service facility;

(b) A brief and general description of the personal property; and

(c) The name and last known address of the lessee.

(4) At any time before the advertised sale of the personal property has been conducted, the lessee or any other person may pay the amount necessary to satisfy the lien, including all documented and verifiable labor and expenses incurred in enforcing the lien.

(5) In the event of a sale, the operator shall:

(a) Ensure that the sale is conducted in conformance with the terms of the published notice;

(b) Identify the specific properties and disclose the names and addresses provided by the lessee, of persons claiming a security interest in the specified properties; and

(c) Comply with the provisions of chapter 17, title 49, Idaho Code, when foreclosing on titled vehicles.

(6) The proceeds of the sale must be applied to the discharge of the lien and costs. The remainder, if any, shall be paid over to the lessee or any other person authorized in writing by the lessee to claim the balance.

55-2307. SEVERABILITY. The provisions of this act are hereby declared to be severable and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this act.