



Idaho Code

Title 55 Property in General (Chs. 1-32)

Chapter 23 Self-Service Storage Facilities (§§ 55-2301 — 55-2309)

55-2301. Definitions.

As used in this chapter:

- (1) “Default” means the failure by the lessee to perform, on time, any obligation or duty set forth in the rental agreement or the provisions of this chapter.
- (2) “Last known address” means that address provided by the lessee in the rental agreement or the address provided by the 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 that is or may be rented to a lessee pursuant to a rental agreement. The leased space may be enclosed, covered, or open storage.
- (4) “Lessee” means a person, sublessee, successor, or assignee entitled to the use of a leased space at a self-service storage facility under the terms of a rental agreement.
- (5) “Operator” means the owner, operator, lessor, or sublessor of a self-service storage facility or an agent or another person authorized to manage the facility or to receive rent from a lessee under a rental agreement. The term does not include a warehouse operator if the warehouse operator issues a warehouse receipt, bill of lading, or other document of title for the personal property stored.
- (6) “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.
- (7) “Rental agreement” means a signed, written agreement or contract that establishes or modifies conditions or rules concerning the use and occupancy by a lessee of leased space at a self-service storage facility and includes any signed, written amendment to such an agreement. The rental agreement may be delivered and accepted electronically.
- (8) “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.

(9) “Vehicle” is as defined in section 49-123, Idaho Code, and “trailer” is as defined in section 49-121, Idaho Code. Should the operator choose to proceed with a lien sale of a vehicle, the operator must comply with the provisions of chapter 17, title 49, Idaho Code.

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-service storage facility shall provide a lessee with a copy of the rental agreement at the time of the rental by delivery at that time or as provided for in the rental agreement. If the lessee does not sign a rental agreement that the operator has delivered to the lessee, the lessee’s continued use of the storage space for not less than fourteen (14) days shall constitute an acceptance of the rental agreement with the same effect as if it had been signed by the lessee.

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

(a) Of the existence of the operator’s lien;

(b) That the property in the leased space may be sold to satisfy the lien if the lessee is in default;

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

(d) Of the amount of any late fee and the conditions for imposing the fee; and

(e) That all notices and correspondence may be sent as provided for in the rental agreement.

(3) In the absence of a notice provision in the rental agreement, notices to the lessee pursuant to section 55-2306, Idaho Code, shall be sent by certified mail. The absence of a notice provision in the rental agreement does not affect the validity of the rental agreement or the operator’s lien.

(4) 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 leased space.

(5) If the rental agreement specifies a limit on the value of personal property that the lessee may store in the leased space, the limit must be deemed to be the maximum value of the personal property in the leased space and the maximum liability on the part of the operator to the lessee for any loss of or damage to the personal property. Nothing in this section shall be deemed to

create any liability on the part of the operator to the lessee for any loss of or damage to the lessee's personal property, regardless of cause.

(6) All notices sent as provided for in the rental agreement or by certified mail shall be constructive and conclusive notice under the rental agreement and this chapter.

(7) A reasonable late fee may be imposed and collected by an operator for each period that a lessee does not pay rent, fees, or other charges when due under the rental agreement, if the amount of the late fee and the conditions for imposing the fee are stated in the rental agreement. A late fee of twenty dollars (\$20.00) or twenty percent (20%) of the monthly rent, whichever is greater, is a reasonable fee and will not be considered a penalty.

(8) Nothing in this chapter shall be construed in any manner as impairing or affecting the right of parties to create additional rights, duties, and obligations in and by virtue of a rental agreement. In addition to the rights and remedies set forth in this chapter, the operator has the same rights and remedies available to a creditor or landlord under Idaho law.

55-2305. Lien created.

The operator 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, fees, 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. Notwithstanding any other provision of this chapter, the exclusive care, custody, and control of the personal property stored within each leased space remains with the lessee until the property has been sold or disposed of pursuant to this chapter.

55-2306. Enforcement of lien.

(1) A sale of personal property to enforce a lienholder's claim that has become due against a lessee and that is secured by the operator's lien may be conducted after the lessee has been in default continuously for a period of sixty (60) days.

(2) The operator shall send notice by certified mail or as provided for in the rental agreement to the lessee at his last known address and by mail 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 sending 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 sold at a specified time and place, but not 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 has denied or 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 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 leased space at the self-service storage 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 or the vehicle or trailer has been towed, 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, and be permitted to remove the personal property, vehicle, or trailer from the leased space.
- (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.
- (7) The operator may dispose of the personal property without liability to any person if:
- (a) The operator has complied with the provisions of subsections (1) through (5) of this section and the personal property has not been purchased;
 - (b) The lessee fails to remove the personal property from the leased space after the end of the rental agreement and the rental agreement advises the lessee that any property remaining after the rental agreement has ended will be disposed of in the operator's discretion; or
 - (c) When disposing of titled vehicles, the operator complies with either the provisions of chapter 17, title 49, Idaho Code, or section 55-2308, Idaho Code.
- (8) The operator may conduct the lien sale without obtaining an auctioneer's license and may offer the personal property for sale as a unit or in parcels on a publicly accessible website that

regularly offers personal property for auction or sale, at the self-service storage facility, or at another location determined by the operator.

(9) A purchaser in good faith of any personal property sold pursuant to this section to satisfy the lien shall take the property free and clear of any rights of persons against whom the lien was valid, even if the operator has not complied with the provisions of this chapter or the rental agreement.

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.

55-2308. Lessee in default — Vehicle or trailer removal.

(1) If a lessee is in default of the rental agreement for sixty (60) days or more and the personal property stored in the leased space is a vehicle or trailer, the operator may have the vehicle or trailer towed from the self-service storage facility by an independent towing company. Prior to having the vehicle or trailer towed, the operator shall send notice to the lessee as provided for in the rental agreement or by certified mail to the last known address stating:

(a) That the lessee must cure the specified default no less than ten (10) days after sending of the notice;

(b) That unless the default is cured within the time stated in the notice, the vehicle or trailer may be towed; and

(c) The name, address, and telephone number of the towing company.

(2) The operator shall send a copy of the notice by United States mail with certificate of mailing to any lienholder of the vehicle or trailer that is listed in the rental agreement, no less than ten (10) days prior to having the vehicle or trailer towed.

(3) The operator has no liability to any person regarding the vehicle or trailer once the towing company takes possession of the vehicle or trailer.

(4) Should the operator choose to proceed with a lien sale of a vehicle, the operator must comply with the provisions of chapter 17, title 49, Idaho Code. The towing company that tows the vehicle must comply with the provisions of either chapter 17 or 18, title 49, Idaho Code, as applicable, prior to conducting a sale of the vehicle.

55-2309. Access restriction.

The operator has the right to deny the lessee access to the leased space by overlocking or other means if:

(1) The rent or other charges due from the lessee are delinquent and unpaid;

(2) The leased space is being used for residential or other unlawful purposes; or

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(3) The lessee fails to vacate the leased space after the rental agreement is terminated or not renewed in accordance with its terms.