



Chapter 58. Personal and Real Property (Arts. 1 — 51)

Article 8. Miscellaneous Provisions (§§ 58-801 — 58-821)

Kansas Self-Service Storage Act (§§ 58-813 — 58-819)

58-813. Short title.

K.S.A. 58-813 to 58-818, inclusive, shall be known and may be cited as the self-service storage act.

58-814. Definitions.

As used in the self-service storage act:

- (a) “Default” means the failure to perform on time any obligation or duty set forth in the rental agreement.
- (b) “Electronic signature” means an electronic symbol or process that is attached to, or logically associated with, a rental agreement and executed or adopted by a person with an intent to accept, execute or amend the rental agreement.
- (c) “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.
- (d) “Late fee” means a fee or charge assessed by an operator for an occupant’s failure to pay rent when due. A “late fee” is not interest on a debt, nor is a late fee a reasonable expense that the operator may incur in the course of collecting unpaid rent in enforcing the operator’s lien right pursuant to K.S.A. 58-814, et seq., and amendments thereto, or enforcing any other remedy provided by statute or contract.
- (e) “Leased space” means the individual storage space at the self-service storage facility that is rented to an occupant pursuant to a rental agreement.
- (f) “Occupant” means a person, a sublessee, successor or assign, entitled to the use of a leased space at a self-service storage facility under a rental agreement.
- (g) “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, except that “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.

(h) “Personal property” means movable property, not affixed to land, and “personal property” includes, but is not limited to, goods, wares, merchandise, motor vehicles, watercraft, household items and furnishings.

(i) “Property that has no commercial value” means property offered for sale in a commercially reasonable sale that receives no bid or offer.

(j) “Rental agreement” means any written or electronic statement that establishes or modifies the terms, conditions or rules concerning the use and occupancy of a self-service storage facility.

(k) “Self-service storage facility” means any real property used for renting or leasing individual storage spaces in which the occupants themselves customarily store and remove their own personal property on a self-service basis.

58-815. Storage facility not to be used for residential purposes.

(a) An operator may not knowingly permit a leased space at a self-service storage facility to be used for residential purposes.

(b) An occupant may not use a leased space for residential purposes.

(c) An operator may enter leased space at times reasonably necessary.

58-816. Operator to have lien on stored property; rental agreement.

(a) 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 the self-service storage act.

(b) For purposes of any claim or action against an operator involving a claim of damage to, or the loss of, personal property stored in a leased space pursuant to a rental agreement with the operator, the value of such personal property shall be limited by the maximum value of personal property permitted to be stored in the leased space under the terms of the rental agreement.

(c) The rental agreement shall contain a statement, in bold type, advising the occupant:

(1) Of the existence of the lien;

(2) that property stored in the leased space may be sold to satisfy the lien if the occupant is in default;

(3) that any proceeds from the sale of the property that remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by the occupant within one year after sale of the property; and

(4) of the claim limitation pursuant to subsection (b).

(d) The rental agreement shall include a query of the occupant as to whether the occupant wishes to designate an alternative contact to receive notices required by the self-service storage act and space to designate such alternative contact. Failure or refusal of an occupant to designate an

alternative contact shall not affect an occupant's or operator's rights or remedies under the self-service storage act or under any other provision of law. The alternative contact, if any, shall not have any rights to access the leased space or to the personal property stored in the leased space unless expressly stated otherwise in the rental agreement.

(e)

(1) Notwithstanding the failure to sign or deliver a rental agreement by the operator or occupant, the rental agreement shall be deemed to be effective if:

(A) The operator does not sign and deliver to the occupant a rental agreement that has been signed and delivered by the occupant to the operator and the operator accepts a payment of rent by the occupant for the leased space as provided in the rental agreement; or

(B) except as provided in subsection (f), the occupant does not sign and deliver to the operator a rental agreement that has been delivered to the occupant by the operator and the occupant takes or continues possession of the leased space or makes a payment of rent to the operator for the leased space as provided in the rental agreement.

(2) For rental agreements initially entered into on or after July 1, 2024, a rental agreement that the occupant does not sign and deliver to the operator shall be effective only if the rental agreement contains a statement, in bold type, advising the occupant of the provisions of paragraph (1)(B).

(f) If an occupant has affirmatively agreed to electronic delivery in writing, in either paper or electronic form, a rental agreement may be delivered electronically and may be accepted or executed by means of a manual, facsimile or electronic signature. The provisions of subsection (e)(1)(B) shall apply to a rental agreement delivered electronically only if an occupant has affirmatively agreed to electronic delivery in writing as provided by this subsection.

58-816a. Late fees; rental agreement provision required.

(a) An operator may impose a reasonable late fee, as defined in K.S.A. 58-814, and amendments thereto, for each month an occupant does not pay rent when it is due, in an amount not to exceed \$ 20 per month or 20% of the monthly rental amount, whichever is greater, for each late rental payment. An operator may set a late fee at a rate other than the rate provided for in this section if it is reasonable. The operator has the burden of proving that a higher late fee is reasonable.

(b) Any late fee charged by the operator shall be stated in the rental agreement. No late fee shall be collected unless it is provided for in the rental agreement, as defined in K.S.A. 58-814, and amendments thereto, or in an addendum to the rental agreement.

(c) The operator may recover all reasonable rent collection and lien enforcement expenses from the occupant in addition to any late fees imposed.

(d) This section shall be part of and supplemental to the self-service storage act.

58-817. Sale of stored property; towing of stored property, subject to city ordinance or county resolution, extinguishment of liens; procedure; online sales; redemption; notices.

(a)

(1) If the occupant is in default for a period of more than 45 days, the operator may enforce the lien by selling the property stored in the leased space for cash. Sale of the property stored on the premises may be conducted online or in person, by public or private proceedings and may also be as a unit or in parcels, or by way of one or more contracts and at any time or place, and on any terms as long as the sale is commercially reasonable. The operator may otherwise dispose of any property that has no commercial value.

(2) The proceeds of such sale shall then be applied to satisfy the lien, with any surplus disbursed as provided in subsection (d).

(3) If the property subject to the operator's lien is a motor vehicle, watercraft or trailer and the occupant is in default for a period of more than 60 days, the operator may have such property towed from the self-service storage facility. The operator shall not be liable for any damages to the motor vehicle, watercraft or trailer after a towing service takes possession of such property if such towing service has a certificate of public service from the state corporation commission, as provided by K.S.A. 66-1330, and amendments thereto. Towing of a motor vehicle at the direction of the operator shall only be permitted if a city ordinance or county resolution of the city or county where the self-service storage facility is located authorizes the towing of vehicles by a wrecker or towing service, as provided by K.S.A. 8-1103, and amendments thereto. The operator's lien on the motor vehicle, watercraft or trailer shall be extinguished if such property is towed from the self-service storage facility under this subsection.

(b) Before conducting a sale or authorizing a tow under subsection (a), the operator shall:

(1) Notify the occupant of the default by first-class mail at the occupant's last-known address, and by electronic mail if the occupant has provided an electronic mail address to the operator;

(2) send a second notice of default, not less than seven days after the notice required by subsection (b)(1), by first-class mail to the occupant at the occupant's last-known address, and by electronic mail if the occupant has provided an electronic mail address to the operator. A second notice of default shall include:

(A) A statement that the contents of the occupant's leased space are subject to the operator's lien;

(B) a statement of the operator's claim, indicating the charges due on the date of the notice, the amount of any additional charges which shall become due before the date of release for sale and the date those additional charges shall become due;

(C) a demand for payment of the charges due within a specified time, not less than 10 days after the date of the notice;

(D) a statement that unless the claim is paid within the time stated, the contents of the occupant's space will be sold or, if the contents is a motor vehicle, watercraft or trailer, may be towed after a specified time; and

(E) the name, street address and telephone number of the operator, or a designated agent whom the occupant may contact to respond to the notice.

(3) At least seven days before the sale, advertise the time, place and terms of the sale in a newspaper of general circulation in the jurisdiction where the sale is to be held or in any other commercially reasonable manner. Such advertisement shall be in the classified section of the newspaper, if notice is placed in the newspaper. If less than three independent bidders attend the sale in person or view the sale online at the time and place advertised, the manner of advertising the sale shall not be considered to have been commercially reasonable and the sale shall be canceled, rescheduled and readvertised. Further notice to the occupant shall not be required.

(c) At any time before a sale or a tow under this section, the occupant may pay the amount necessary to satisfy the lien and redeem the occupant's personal property.

(d) If a sale is held under this section, the operator shall:

(1) Satisfy the lien from the proceeds of the sale; and

(2) hold the balance, if any, for delivery on demand to the occupant or any other recorded lienholders for a period of one year after receipt of proceeds of the sale and satisfaction of the lien. Thereafter, the proceeds remaining after satisfaction of the lien shall be considered abandoned property to be reported and paid to the state treasurer in accordance with the disposition of unclaimed property act.

(e) A purchaser in good faith of any personal property sold under the self-service storage act takes the property free and clear of any rights of:

(1) Persons against whom the lien was valid; and

(2) other lienholders.

(f) If the operator complies with the provisions of the self-service storage act, the operator's liability:

(1) To the occupant shall be limited to the net proceeds received from the sale of the personal property; and

(2) to other lienholders shall be limited to the net proceeds received from the sale of any personal property covered by the other lien.

(g) If an occupant is in default, the operator may deny the occupant access to the leased space.

(h) Notices to the occupant shall be sent to the occupant at the occupant's last-known address. Notices shall be deemed delivered when deposited with the United States postal service, properly addressed as provided in subsection (b), with postage prepaid.

58-818. Care, custody and control of stored property vested in occupant; exceptions.

Unless the rental agreement specifically provides otherwise and until a lien sale, the towing of personal property or a sale or disposal of personal property not retrieved by the occupant under

the self-service storage act, the exclusive care, custody and control of all personal property stored in the leased self-service storage space remains vested in the occupant.

58-819. Rental agreements entered into prior to July 1, 1983.

All rental agreements, entered into before July 1, 1983, 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 statute or law of this state.

New Section 1. The section below took effect on July 1, 2024. However, it has not been formally amended in the statute. This document will be updated once that occurs.

(a)

If the occupant does not retrieve such occupant's personal property in the leased space for more than 45 days after the date of a notice of termination or non-renewal by the operator, the operator may sell the property as provided in subsection (b) without liability to any party. The notice of termination or non-renewal shall be prepared and delivered by the operator pursuant to the terms of the rental agreement to be effective.

(b)

Prior to the sale of the personal property, the operator shall provide an additional notice to the occupant by first-class mail to the occupant's last known address stating that the operator may sell the personal property remaining in the leased space after a specified date unless the occupant removes such personal property. Such specified date shall be at least 45 days after the date of the notice of termination or non-renewal and at least 15 days after the date of the additional notice. If a notice of termination or non-renewal by the operator includes, in bold type, a statement that the operator may sell the personal property remaining in the leased space unless the occupant removes such property before a specified date at least 45 days after the date of the notice of termination or non-renewal, the operator shall not be required to provide such additional notice. If the operator has given written notice to the occupant by first-class mail or in the operator's notice of termination or non-renewal as provided by this subsection and the occupant has not removed the personal property by the specified date, the operator may sell the property. The operator may dispose of personal property that has no commercial value.

(c)

Any proceeds remaining after the operator deducts rent, labor or other charges, and expenses reasonably incurred in the sale of the personal property shall be considered abandoned property to be reported and paid to the state treasurer in accordance with the uniform unclaimed property act.

(d)

This section shall be a part of and supplemental to the self-service storage act.