



**Louisiana Lien Law  
Title 9, Civil Code Ancillaries  
Part XIII, Self-Service Storage Facilities  
Sections 9:4756 – 9:4760**

---

**§ 9:4756. Short title.**

This Act shall be known as the “Self-Service Storage Facility Act.”

**§ 9:4757. Definitions**

As used in this Part, unless the context clearly requires otherwise:

- (1) “Self-service storage facility” means any real property designed and used for the purpose of renting or leasing individual storage space to lessees who are to have access to such for the purpose of storing and removing movable property. No lessee shall use a self-service storage facility for residential purposes. A self-service storage facility shall not be considered as a warehouse subject to the provisions of Title 10 of the Louisiana Revised Statutes; however, if an owner issues any warehouse receipt, bill of lading, or other document of title for the movable property stored, the owner and the lessees shall be subject to the provisions of Title 10 of the Louisiana Revised Statutes and the provisions of this Part shall not apply.
- (2) “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 a lessee under a rental agreement.
- (3) “Lessee” means a person, his sublessee, successor, or assign, entitled to the use of storage space at a self-service storage facility under a rental agreement, to the exclusion of others.
- (4) “Rental agreement” means any agreement or lease, written or oral, entered into between the owner and a lessee, that establishes or modifies the terms, conditions, rules, or any other provisions concerning the use of self-service storage facility.
- (5) “Last known address” means that address provided by the lessee in the most recent rental agreement or the address provided by the lessee in a subsequent written notice of a change of address.

(6) “Rental agreement” means any agreement or lease, written or oral, entered into between the owner and a lessee, that establishes or modifies the terms, conditions, rules, or any other provisions concerning the use of self-service storage facility.

(7) “Self-service storage facility” means any real property designed and used for the purpose of renting or leasing individual storage space to lessees who are to have access to such for the purpose of storing and removing movable property. No lessee shall use a self-service storage facility for residential purposes. A self-service storage facility shall not be considered as a warehouse subject to the provisions of Title 10 of the Louisiana Revised Statutes; however, if an owner issues any warehouse receipt, bill of lading, or other document of title for the movable property stored, the owner and the lessees shall be subject to the provisions of Title 10 of the Louisiana Revised Statutes and the provisions of this Part shall not apply.

(8) “Verified mail” means any method of mailing that is offered by the United States Postal Service or a private delivery service that provides evidence of mailing.

(9) “Wireless telecommunications device” means a cellular telephone, a text messaging device, a personal digital assistant, a stand-alone computer, or any other substantially similar wireless device.

#### **§ 9:4758. Privilege.**

The owner of a self-service storage facility, his heirs, executors, administrators, successors, and assigns has a privilege upon all movable property stored at a self-service storage facility for the debt due him for rent, and for all reasonable charges and expenses necessary for the preservation of movable property stored at a self-service storage facility, and for expenses reasonably incurred in the enforcement of this privilege, including, but not limited to, the cost of removing and replacing any locks, preparing a brief and general description of the movable property upon which the privilege is claimed, sending notices, and advertising, by sale of movable property or other disposition pursuant to this Part. The privilege granted herein attaches as of the date the movable property is brought to the self-service storage facility. This privilege is superior to and shall take priority over any other privileges or security interests, except the privilege shall be inferior to a vendor’s privilege, or a chattel mortgage previously issued and recorded in the manner provided by law, or a previously perfected security interest under Chapter 9 of the Louisiana Commercial Laws (R.S. 10:9-101, et seq.). The exemption from seizure granted by R.S. 13:3881 shall not be applicable to property subject to this privilege.

#### **§ 9:4758.1. Notice of privilege**

A. A lessee shall be notified of the privilege created by this Part before enforcement of the privilege by an owner. Notification of the privilege created by this Part shall be satisfied by either of the following:

(1) A written rental agreement signed by the lessee that includes the notice of privilege created by this Part. The notice of privilege in the rental agreement shall be in bold typed print of not less than twelve-point font. At the time of execution of the rental agreement, the owner shall bring

the notice of privilege to the attention of the lessee and the lessee shall initial by the notice of privilege in the rental agreement.

(2) A written notification of the privilege sent to the lessee by verified mail to the last known address of the lessee, by electronic mail to a primary and secondary email address of the lessee, and by text message to the wireless telecommunications device of the lessee provided the email addresses and number of the wireless telecommunications device are listed in the rental agreement.

B. An owner who does not have a written rental agreement that includes a notice of the privilege created by this Part shall not initiate an enforcement action as provided in this Part until thirty days after the written notice of a privilege is mailed to the lessee as required by Paragraph (A)(2) of this Section.

C. To comply with the provisions of this Section, an owner shall include in the rental agreement a request for the lessee to provide two email addresses and the number of the lessee's wireless telecommunications device and the lessee shall initial by the request in the rental agreement.

In the event of default by the lessee, the owner of a self-service storage facility has the option to enforce judicially all of his rights under the rental agreement, including, if the agreement so provides, his right to accelerate all rentals that will become due in the future for the full term of the lease or to cancel the lease and enforce his privilege for the debt due him, as follows:

(1) Upon default by the lessee, the owner shall be authorized to remove any lock on the rented self-service storage space in order to compile a brief and general description of the movable property upon which a privilege is claimed and shall be entitled to place his own lock upon such space until his privilege is satisfied.

(2) The lessee shall be notified of the owner's intention to enforce his privilege.

(3) The notice shall be delivered in person to the lessee or sent by verified mail to the last known address of the lessee, by electronic mail to a primary and secondary email address of the lessee, and by text message to a wireless telecommunications device provided the email addresses and number of the wireless telecommunications device are listed by the lessee in the rental agreement.

(4) The notice shall include:

(a) 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.

(b) Notification that the lessee has been or shall be denied access to the movable property, if such denial is permitted under the terms of the rental agreement, with the name, street address, and telephone number of the owner or his designated agent whom the lessee may contact to respond to the notice.

(c) A demand for payment within a specified time not less than ten days after the date of mailing or delivery of the notice.

(d) A statement that the contents of the lessee's rented space are subject to the owner's privilege and that, unless the claim is paid within the time stated in the notice, the movable property is to be advertised for sale or other disposition and to be sold or otherwise disposed of to satisfy the owner's privilege for rent due and other charges at a specified time and place.

(5)

(a) Actual receipt of the notice made pursuant to this Section shall not be required. At least ten days after its mailing, or at least ten days after the date that payment is demanded, whichever is later, an advertisement of the sale or other disposition of movable property subject to the privilege shall on at least one occasion be published in a newspaper of general circulation where the self-service storage facility is located or on a publicly accessible website that conducts personal property auctions.

(b) The advertisement shall include:

(i) A brief and general description of the movable property reasonably adequate to permit its identification by the lessee, except that any container, including 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.

(ii) The address of the self-service storage facility and the number, if any, of the space where the movable property is located and the name of the lessee.

(iii) The time, place, and manner of the sale or other disposition.

(6) The sale or other disposition of movable property shall take place not sooner than ten days following publication as required herein.

(7) Any sale or other disposition of the movable property shall conform to the terms of the notification as provided for in this Section.

(8) Any sale or other disposition of the movable property shall be held at the self-service storage facility, at the nearest suitable place to where the movable property is held or stored, as indicated in the notice required herein, or on a publicly accessible website that conducts personal property auctions. The owner shall sell the movable property to the highest bidder, if any. If there are no bidders, the owner may purchase the movable property for a price at least sufficient to satisfy his claim for rent due and all other charges, or he may donate the movable property to charity.

(9) If the property upon which the lien is claimed is a motor vehicle, watercraft, or trailer, and rent and other charges remain unpaid for sixty days, the owner may have the property towed in lieu of foreclosing on the lien. If a motor vehicle, watercraft, or trailer is towed pursuant to the provisions of this Paragraph, the owner shall not be liable for the motor vehicle, watercraft, or trailer or for any damages to the motor vehicle, watercraft, or trailer once the tower takes possession of the property. Any tower shall be licensed pursuant to the Louisiana Towing and Storage Act, R.S. 32:1711 et seq.

(10) Prior to any sale or other disposition of movable property to enforce the privilege granted by this Section, the lessee may pay the amount necessary to satisfy the privilege, including all reasonable expenses incurred under this Section, and thereby redeem the movable property. Upon receipt of such payment, the owner shall have no liability to any person with respect to such movable property.

(11) A purchaser in good faith of movable property sold by an owner to enforce the privilege granted herein takes the property free of any claims or rights of persons against whom the privilege was valid, despite noncompliance by the owner with the requirements of this Section.

(12) In the event of a sale held pursuant to this Section, the owner may satisfy his privilege from the proceeds of the sale, but shall hold the balance, if any, as a credit in the name of the lessee whose property was sold. The lessee may claim the balance of the proceeds within two years of the date of sale, without any interest thereon, and if unclaimed within the two-year period, the credit shall become the property of the owner, without further recourse by the lessee. If the sale or other disposition of movable property made pursuant to this Part does not satisfy the owner's claim for rent due and other charges, the owner may proceed by ordinary proceedings to collect the balance owed.

(13) A reasonable late fee may be imposed and collected by an owner for each period that a lessee does not pay rent when due under the rental agreement, provided the amount of the late fee and the conditions for imposing such fee are stated in the rental agreement or in an addendum to that agreement. For purposes of this Paragraph, a late fee of twenty dollars or twenty percent of the monthly rent, whichever is greater, shall be deemed reasonable and shall not constitute a penalty. Any reasonable expense incurred as a result of rent collection or lien enforcement by an owner may be charged to the lessee in addition to late fees.

(14) If the rental agreement contains a limit on the value of property stored in the lessee's storage space, such limit shall be deemed to be the maximum value of the property stored in that space and the lessor shall not be liable for any claims in excess of any such stated value.

**§ 9:4760. Supplemental nature of act.**

Nothing in this Part shall be construed as in any manner impairing or affecting the right of parties to create additional privileges by special contract or agreement, nor shall it in any manner affect or impair other privileges created by any other law of this state.