



Massachusetts Lien Law
General Laws
Part I, Administration of the Government
Title XV Regulation of Trade
Chapter 105A

Section 1. Definitions

As used in this chapter, the following words shall, unless the context clearly requires otherwise, have the following meanings:

"Abandoned leased space", (i) a leased space that the operator finds unlocked and empty or unlocked and containing personal property with a value less than \$300, in the operator's opinion, or (ii) a leased space, which possession, all rights to and any personal property within has been affirmatively surrendered to the operator by the occupant.

"Default", the failure to perform on time any obligation or duty set forth in the rental agreement.

"Electronic mail", an electronic message or an executable program or computer file that contains an image of a message transmitted between 2 or more computers or electronic terminals and includes electronic messages that are transmitted within or between computer networks from which an electronic delivery receipt is obtained.

"Electronic mail address", a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox, commonly referred to as the local part, and a reference to an internet domain, commonly referred to as the domain part, whether or not displayed, to which an electronic mail message can be sent or delivered.

"Last known address", the postal address or electronic mail address provided by the occupant in the rental agreement or the postal address or electronic mail address provided by the occupant in a subsequent written notice of a change of address.

"Late fee", a reasonable fee or charge that is assessed by the operator for the failure of the occupant to pay rent when due.

"Leased space", the individual storage space at the self-service facility that is rented to an occupant pursuant to a rental agreement.

"Occupant", 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.

"Operator", the owner, operator, lessor or sublessor of a self-service storage facility or an agent or any other person authorized to manage the facility; provided, that "operator" shall not mean a warehouseman, unless the operator issues a warehouse receipt, bill of lading or other document of title for the personal property stored.

"Personal property", movable property, not affixed to land, including but not limited to, goods, wares, merchandise, vehicles and household items and furnishings.

"Public warehouse", any building, or part thereof, kept and maintained for the storage of goods, wares and merchandise as a business.

"Rental agreement", any written agreement that establishes or modifies the terms, conditions or rules concerning the use and occupancy of a self-service storage facility.

"Self-service storage facility", 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.

"Vehicle", a motor vehicle, motorcycle, watercraft, trailer, semi-trailer, recreational vehicle, all-terrain or off road vehicle or any other titled vehicle.

"Verified mail", any method of mailing that is offered by the United States Postal Service or private document delivery method that provides evidence of mailing.

EW).

Section 2. Rental Agreements; Residential Use Prohibited

The operator may only lease space in a self-service storage facility by entering in to a rental agreement with an occupant.

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

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

Section 3. Lien on Personal Property ; Contents of Rental Agreement

The operator of a self-service storage facility shall have a lien on all personal property stored within each leased space for rent, labor, insurance or other charges in relationship to the property for expenses necessary for the preservation of the property or reasonably incurred in its sale pursuant to this chapter.

An operator shall lose such lien on any goods which such operator voluntarily delivers or which he unjustifiably refuses to deliver.

The rental agreement shall contain a statement, in bold type, advising the occupant: (a) that property stored in the leased space is not insured by the operator against loss or damage; (b) of the existence of the lien; (c) that property stored in the leased space may be sold to satisfy the lien if the occupant is in default; (d) if the rental agreement contains a limit on the value of property stored in the lessee's storage space, the limit is deemed to be the maximum value of the property stored in that space and the maximum liability of the operator for any claim; and (e) that a late fee may be charged by the operator for each month that the occupant does not pay rent when due.

The rental agreement shall state the date on which rent is due and the date on which the late fee accrues. If the operator offers notice by electronic mail, the rental agreement shall, in bold typeface, contain an affirmative statement that the occupant may agree to receive notice by electronic mail only. If the occupant chooses to receive notices by electronic mail only, the occupant's assent shall be indicated in the rental agreement.

Section 4. Enforcement of Operator's Lien

After default, an operator's lien may be enforced by selling the property stored in the leased space at a public or private sale, but only in accordance with the following procedure:

(1) No sooner than five days after such default, the occupant and all other persons known to claim an interest in the goods shall be notified by regular mail or electronic mail sent to the last known address of any person to be notified.

(2) No sooner than 14 days after default, the occupant and all other persons known to claim an interest in the personal property shall be notified by electronic mail or verified mail, sent to the last known address of any person to be notified, or by hand delivery of said notification. If the operator sends notice of a pending sale of property to the occupant's last known electronic mail address and does not receive a response, return receipt or delivery confirmation from the same electronic mail address, then the operator shall send notice of the sale to the occupant by verified mail to the occupant's last known postal address before proceeding with the sale.

(3) The notification shall include: (a) a statement that the contents of the occupant's leased space are subject to the operator's lien; (b) a general description of the contents, if known, by the operator; (c) 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 sale, and the date such additional charges shall become due; (d) a demand for payment of the charges due within a specified time, not less than fourteen days after receipt of notification; (e) a statement that unless the claim is paid within the time stated, the contents of the occupant's space will be advertised for sale and sold at auction at a specified time and place; and (f) the

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

(4) After the expiration of the time given in the notification, an advertisement of the sale shall be published once per week for 2 consecutive weeks (i) in a newspaper of general circulation, (ii) in a periodical that circulates weekly or more frequently in the county where the self-service storage facility is located (iii) or by advertising the sale in any other commercially reasonable manner; provided, however, that the manner of advertisement shall be deemed commercially reasonable if at least 3 independent bidders attend the sale at the time and place advertised. The advertisement shall include a description of the property, if known, the name of the person on whose account the property is being held and the time and place of the sale. The sale shall take place at least 15 days after the first publication or public posting of the advertisement in a commercially reasonable manner.

(5) Before any sale pursuant to this section any person claiming a right in the property may pay the amount necessary to satisfy the lien and the reasonable expenses incurred under this section. In such event, the property must not be sold, but must be released to the payor.

(6) The operator may buy at any public sale pursuant to this section.

(7) The sale shall be at the self-service storage facility where the personal property is stored or at the nearest suitable place or on a publicly accessible website.

(8) The sale must conform to the terms of the notification.

(9) A purchaser in good faith of goods sold to enforce an operator's lien takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by the operator with the requirements of this section.

(10) The operator may satisfy his lien from the proceeds of any sale pursuant to this section but must hold the balance, if any, for release on demand to the occupant or to any person to whom he would have been bound to release the property.

(11) The rights provided by this section shall be in addition to all other rights allowed by law to a creditor against his debtor.

(12) The operator shall be liable for damages caused by failure to comply with the requirements for sale under this section and in case of willful violation shall be liable for conversion.

(13) If the personal property upon which the lien is claimed is a vehicle and rent and other charges related to the property remain unpaid or unsatisfied for 60 days following the maturity of the obligation to pay rent, then the holder of the lien may have the vehicle towed by an insured tower. If the vehicle is towed pursuant to this clause, the holder of the lien shall not be liable for the vehicle or any damages to the vehicle once the tower takes possession of the vehicle. The tower shall comply with section 39A of chapter 255.

Section 5. Default; Access to Leased Space; Late Fees

If an occupant is in default for a period of five days or more, the operator may deny the occupant access to the leased space in a reasonable and peaceable manner; provided, however, that the occupant may have access at any time for the sole purpose of viewing the contents of his leased space in order to verify the contents therein. The operator may impose a reasonable late fee on the occupant for each month the occupant does not pay rent when due. For purposes of this section, a reasonable late fee may be computed as the greater of \$20 per month or 20 per cent of the amount of monthly rent. Any late fee imposed by the operator pursuant to this section shall be in addition to any other remedy provided by law or contract.

Section 6. Notices; Delivery by Verified or Electronic Mail

Unless otherwise specifically provided, all notices required by this chapter shall be sent by verified mail or electronic mail.

Notices sent to the operator shall be sent to the self-service storage facility where the occupant's property is stored. Notices to the occupant shall be sent to the occupant at the occupant's last known address.

Except in the case of electronic mail, notices shall be deemed delivered when deposited with the United States Postal Service, properly addressed as provided in the second paragraph, with

postage paid. In the case of electronic mail, notices shall be deemed delivered when an electronic delivery receipt is obtained.

Section 7. Exclusive Care, Custody and Control of Property Vested in Occupant

Except as otherwise provided herein or as stated in the rental agreement, the exclusive care, custody and control of all property stored in the leased self-service space shall vest in the occupant until a lien sale under the provisions of this chapter.

Section 8. Violations by Operator Deemed Unfair or Deceptive Acts or Trade Practices

Any violation by an operator of the provisions of this chapter shall be deemed unfair or deceptive acts or trade practices under the provisions of chapter ninety-three A.

Section 9. Abandoned Leased Spaces; Possession and Disposition of Personal Property Upon Abandonment

In the case of an abandoned leased space, the operator shall have the right to take possession of the leased space after 14 days and dispose of any personal property in the leased space by any means so long as the operator has attempted to contact the occupant on 2 separate days, at least 3 days apart, or, if unsuccessful, has attempted to contact the secondary or emergency contact, if 1 was provided, to discern whether the leased space is an abandoned lease space. This section shall not relieve the operator of any responsibility in the event of a default pursuant to section 4.