

The Senate Regulated Industries and Utilities Committee offered the following substitute to SB 61:

A BILL TO BE ENTITLED  
AN ACT

To amend Article 5 of Chapter 4 of Title 10 of the Official Code of Georgia Annotated, relating to self-service storage facilities, so as to change the short title; to provide for definitions; to change the due date for monthly rental payments; to provide procedures for sending notice of default; to provide for publication of notice of public sale of property; to provide for limitations on an owner's liability; to provide for towing of motor vehicles, trailers, and watercraft; to exempt certain rental agreements; to provide for related matters; to provide for an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

**SECTION 1.**

Article 5 of Chapter 4 of Title 10 of the Official Code of Georgia Annotated, relating to self-service storage facilities, is revised as follows:

"ARTICLE 5

10-4-210.

This article shall be known and may be cited as the 'Georgia Self-service Storage Facility Act of 2013.'

10-4-211.

For purposes of this article, the term:

(1) 'E-mail' means an electronic message or an executable program or computer file that contains an image of a message that is transmitted between two or more computers or electronic terminals. The term includes electronic messages that are transmitted within or between computer networks.

~~(1)~~(2) 'Last known address' means that the street address, post office box address, or e-mail address provided by the occupant in the latest rental agreement or the address

provided by the occupant in a subsequent written notice of a change of address by hand delivery, verified mail, or e-mail.

~~(2)~~(3) 'Occupant' means a person, his or her sublessee, successor, or assign entitled to the use of the storage space at a self-service storage facility under a rental agreement, to the exclusion of others.

~~(3)~~(4) 'Owner' means the owner, operator, lessor, or sublessor of a self-service storage facility, his or her agent, or any other person authorized ~~by him~~ to manage the facility or to receive rent from an occupant under a rental agreement.

~~(4)~~(5) 'Personal property' means movable property not affixed to land and includes, but is not limited to, goods, wares, merchandise, motor vehicles, trailers, watercraft, and household items and furnishings.

~~(5)~~(6) 'Rental agreement' means any agreement or lease, written or oral, that establishes or modifies the terms, conditions, rules, or any other provisions concerning the use and occupancy of a self-service storage facility.

~~(6)~~(7) 'Self-service storage facility' means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to such for the purpose of storing and removing personal property. No occupant shall use a self-service storage facility for residential purposes. A self-service storage facility is not a warehouse within the meaning of Article 1 of this chapter, known as the 'Georgia State Warehouse Act,' and the provisions of law relative to bonded public warehousemen shall not apply to the owner of a self-service storage facility. A self-service storage facility is not a safe-deposit box or vault maintained by banks, trust companies, or other financial entities.

(8) 'Verified mail' means the method of mailing that is offered by the United States Postal Service or statutory overnight delivery that provides evidence of mailing.

10-4-212.

The owner of a self-service storage facility and his or her heirs, executors, administrators, successors, and assigns have a lien upon all personal property located at a self-service storage facility for rent, labor, or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to this article. The lien provided for in this Code section is superior to any other lien or security interest except those which are perfected and recorded prior to the date of the rental agreement in Georgia in the name of the occupant, either in the county of the occupant's last known address or in the county where the self-service storage facility is located, except any tax lien as otherwise provided by law

and except any lienholder with an interest in the property of whom the owner has knowledge either through the disclosure provision of the rental agreement or through other written notice. The lien attaches as of the date the personal property is brought to the self-service storage facility.

10-4-213.

Provided that it complies with the requirements of this Code section, an owner may enforce the lien without judicial intervention. ~~The owner~~ Owner shall obtain from ~~the~~ occupant a written rental agreement which includes the following language:

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called Owner, and \_\_\_\_\_, hereinafter called Occupant, whose last known address is \_\_\_\_\_. For the consideration hereinafter stated, ~~the~~ Owner agrees to let ~~the~~ Occupant use and occupy a space in the self-service storage facility, known as \_\_\_\_\_, situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Georgia, and more particularly described as follows: Building #\_\_\_\_\_, Space #\_\_\_\_\_, Size \_\_\_\_\_. Said space is to be occupied and used for the purposes specified herein and subject to the conditions set forth for a period of \_\_\_\_\_, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and continuing month to month until terminated.

'Space,' as used in this agreement, will be that part of the self-service storage facility as described above. ~~The~~ Occupant agrees to pay ~~the~~ Owner, as payment for the use of the space and improvements thereon, the monthly sum of \$\_\_\_\_\_. Monthly installments are payable in advance on or before the first of each month, in the amount of \$\_\_\_\_\_, and a like amount for each month thereafter, until the termination of this agreement.

If any monthly installment is not paid by the ~~tenth~~ seventh calendar day of the month due, or if any check given in payment is dishonored by the financial institution on which it is drawn, Occupant shall be deemed to be in default.

Occupant further agrees to pay the sum of one month's fees, which shall be used as a clean-up and maintenance fund, and is to be used, if required, for the repair of any damage done to the space and to clean up the space at the termination of the agreement. In the event that the space is left in a good state of repair, and in a broom-swept condition, then this amount shall be refunded to ~~the~~ Occupant. However, it is agreed to between the parties that ~~the~~ Owner may set off any claims it may have against ~~the~~ Occupant from this fund.

The space named herein is to be used by ~~the~~ Occupant solely for the purpose of storing any personal property belonging to ~~the~~ Occupant. ~~The~~ Occupant agrees not to store any

94 explosives or any highly inflammable goods or any other goods in the space which would  
95 cause danger to the space. ~~The~~ Occupant agrees that the property will not be used for any  
96 unlawful purposes and ~~the~~ Occupant agrees not to commit waste, nor alter, nor affix signs  
97 on the space, and to keep the space in good condition during the term of this agreement.  
98 OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S  
99 SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN  
100 RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR  
101 EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION  
102 PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN  
103 OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO  
104 PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY-DAY PERIOD  
105 AFTER DEFAULT. IN ADDITION, UPON OCCUPANT'S DEFAULT, OWNER MAY  
106 WITHOUT NOTICE DENY OCCUPANT ACCESS TO THE PERSONAL PROPERTY  
107 STORED IN OCCUPANT'S SPACE UNTIL SUCH TIME AS PAYMENT IS  
108 RECEIVED. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE ~~TENTH~~  
109 SEVENTH CALENDAR DAY OF THE MONTH DUE, OR IF ANY CHECK GIVEN  
110 IN PAYMENT IS DISHONORED BY THE FINANCIAL INSTITUTION ON WHICH  
111 IT IS DRAWN, ~~THE~~ OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS  
112 DUE.

113 For purposes of Owner's lien: 'personal property' means movable property, not affixed  
114 to land, and includes, but is not limited to, goods, wares, merchandise, motor vehicles,  
115 trailers, watercraft, household items, and furnishings; 'last known address' means ~~that the~~  
116 street address or post office box address provided by ~~the occupant~~ Occupant in the latest  
117 rental agreement or the address provided by ~~the occupant~~ Occupant in a subsequent  
118 written notice of a change of address by hand delivery, verified mail, or e-mail.

119 ~~The~~ Owner's lien is superior to any other lien or security interest, except those which are  
120 evidenced by a certificate of title or perfected and recorded prior to the date of this rental  
121 agreement in Georgia, in the name of ~~the~~ Occupant, either in the county of ~~the~~ Occupant's  
122 'last known address' or in the county where the self-service storage facility is located,  
123 except any tax lien as provided by law and except those liens or security interests of  
124 whom ~~the~~ Owner has knowledge through ~~the~~ Occupant's disclosure in this rental  
125 agreement or through other written notice. Occupant attests that the personal property  
126 in ~~his~~ Occupant's space(s) is free and clear of all liens and secured interests except for  
127 \_\_\_\_\_. ~~The~~ Owner's lien attaches as of the date the personal property is brought  
128 to the self-service storage facility.

129 Except as otherwise specifically provided in this rental agreement, the exclusive care,  
130 custody, and control of any and all personal property stored in the leased space shall  
131 remain vested in ~~the~~ Occupant. ~~The~~ Owner does not become a bailee of ~~the~~ Occupant's  
132 personal property by the enforcement of ~~the~~ Owner's lien.

133 If Occupant has been in default continuously for thirty (30) days, Owner may enforce its  
134 lien, provided Owner shall comply with the following procedure:

135 ~~The Occupant shall be notified in writing by delivery in person or by certified mail or~~  
136 ~~statutory overnight delivery to the last known address of Occupant of Owner's intent~~  
137 ~~to enforce Owner's lien by written notice delivered in person, by verified mail, or by~~  
138 ~~e-mail. The Owner also shall notify other parties with superior liens or security~~  
139 ~~interests as defined in this rental agreement. A Such notice given pursuant to this rental~~  
140 ~~agreement shall be presumed delivered as of the date indicated on the proof of delivery~~  
141 ~~or, if there is no proof of delivery, on the fourteenth day after sending as shown by sent~~  
142 ~~when it is deposited with the United States Postal Service or the statutory overnight~~  
143 ~~delivery service properly addressed with postage or delivery fees prepaid or sent by~~  
144 ~~e-mail. If Owner sends notice of a pending sale of property to Occupant's last known~~  
145 ~~e-mail address and does not receive a nonautomated response or a receipt of delivery~~  
146 ~~to the e-mail address, Owner shall send notice of the sale to Occupant by verified mail~~  
147 ~~to Occupant's last known postal address before proceeding with the sale.~~

148 Owner's notice to Occupant shall include an itemized statement of ~~the~~ Owner's claim  
149 showing the sum due; at the time of the notice; and the date when the sum became due.  
150 ~~It shall briefly and generally describe the personal property subject to the lien. The~~  
151 ~~description shall be reasonably adequate to permit the person(s) notified to identify it,~~  
152 ~~except that any container included, but not limited to, a trunk, valise, or box that is~~  
153 ~~locked, fastened, sealed, or tied in a manner which deters immediate access to its~~  
154 ~~contents may be described as such without describing its contents.~~ Owner's notice shall  
155 notify Occupant of denial of access to the personal property and provide the name,  
156 street address, e-mail address, and telephone number of ~~the~~ Owner or its designated  
157 agent, whom ~~the~~ Occupant may contact to respond to this notice. Owner's notice shall  
158 demand payment within a specified time, not less than fourteen (14) days after delivery  
159 of the notice. It shall state that, unless the claim is paid, within the time stated in the  
160 notice, the personal property will be advertised for public sale to the highest bidder, and  
161 will be sold at a public sale to the highest bidder, at a specified time and place.

162 After the expiration of the time given in Owner's notice, Owner shall publish an  
163 advertisement of the public sale to the highest bidder, once a week, for two consecutive  
164 weeks, in a ~~newspaper of general circulation where the self-service storage facility is~~

~~located~~ the legal organ for the county where the self-service storage facility is located.

The sale shall be deemed commercially reasonable if at least three (3) independent bidders attend the sale at the time and place advertised. 'Independent bidder' means a bidder who is not related to and who has no controlling interest in, or common pecuniary interest with, Owner or any other bidder. The advertisement shall include: a brief and general description of the personal property, reasonably adequate to permit its identification; the address of the self-service storage facility, and the number, if any, of the space where the personal property is located, and the name of ~~the~~ Occupant; and the time, place, and manner of the public sale. The public sale to the highest bidder shall take place not sooner than fifteen (15) days after the first publication. ~~If there is no newspaper of general circulation where the self-service storage facility is located, the advertisement shall be posted at least ten (10) days before the date of the public sale and in not less than six (6) conspicuous places in the neighborhood where the self-service storage facility is located.~~ Regardless of whether a sale involves the property of more than one Occupant, a single advertisement may be used to advertise the disposal of property at the sale. A public sale includes offering the property on a publicly accessible website that regularly conducts online auctions of personal property. Such sale shall be considered incidental to the self-storage business and no license shall be required.

If no one purchases the property at the public sale and if ~~the~~ Owner has complied with the foregoing procedures, ~~the~~ Owner may otherwise dispose of the property and shall notify ~~the~~ Occupant of the action taken. Any sale or disposition of the personal property shall be held at the self-service storage facility or at the nearest suitable place to where the personal property is held or stored.

Before any sale or other disposition of personal property pursuant to this agreement, ~~the~~ Occupant may pay the amount necessary to satisfy the lien and the reasonable expenses incurred and thereby redeem the personal property and thereafter ~~the~~ Owner shall have no liability to any person with respect to such personal property.

A Purchaser in good faith of the personal property sold to satisfy Owner's lien takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by ~~the~~ Owner with the requirements of this agreement.

In the event of a sale, ~~the~~ Owner may satisfy his or her lien from the proceeds of the sale. ~~The~~ Owner shall hold the balance of the proceeds, if any, for ~~the~~ Occupant or any notified secured interest holder. If not claimed within two years of the date of sale, the balance of the proceeds shall be disposed of in accordance with Article 5 of Chapter 12 of Title 44, the 'Disposition of Unclaimed Property Act.' In no event shall ~~the~~ Owner's liability exceed the proceeds of the sale.

201 If the rental agreement contains a limit on the value of property stored in Occupant's  
202 storage space, the limit shall be deemed to be the maximum value of the property stored  
203 in that space.

204 If the property upon which the lien is claimed is a motor vehicle, trailer, or watercraft and  
205 rent and other charges related to the property remain unpaid or unsatisfied for 60 days  
206 following the maturity of the obligation to pay rent, Owner may have the property towed  
207 in lieu of foreclosing on the lien. If a motor vehicle, trailer, or watercraft is towed as  
208 authorized in this section, Owner shall not be liable for the motor vehicle, trailer, or  
209 watercraft or any damages to the motor vehicle, trailer, or watercraft once the tower takes  
210 possession of the property.

211 10-4-214.

212 Nothing in this article shall be construed as in any manner impairing or affecting the right  
213 of the parties to create additional rights, duties, and obligations in and by virtue of the  
214 rental agreement. The rights provided by this article shall be in addition to all other rights  
215 allowed by law to a creditor against his or her debtor.

216 10-4-215.

217 All rental agreements entered into before July 1, ~~1982~~ 2013, and not extended or renewed  
218 after that date; and the rights and duties and interests flowing from them shall remain valid  
219 and may be enforced or terminated in accordance with their terms or as permitted by any  
220 other statute or law of this state."

221 **SECTION 2.**

222 This Act shall become effective on July 1, 2013.

223 **SECTION 3.**

224 All laws and parts of laws in conflict with this Act are repealed.