



Sen. Mike Jacobs

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1 AMENDMENT TO SENATE BILL 1394

2 AMENDMENT NO. _____. Amend Senate Bill 1394 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Self-Service Storage Facility Act is
5 amended by changing Sections 2 and 4 and by adding Sections 7.5
6 and 7.10 as follows:

7 (770 ILCS 95/2) (from Ch. 114, par. 802)

8 Sec. 2. Definitions. As used in this Act, unless the
9 context clearly requires otherwise:

10 (A) "Self-service storage facility" means any real
11 property designed and used for the purpose of renting or
12 leasing individual storage space to occupants who are to have
13 access to such for the purpose of storing and removing personal
14 property. A self-service storage facility is not a warehouse
15 for purposes of Article 7 of the Uniform Commercial Code. If an
16 owner issues any warehouse receipt, bill of lading, or other

1 document of title for the personal property stored, the
2 provisions of this Act do not apply.

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

7 (C) "Occupant" means a person, his sublessee, successor, or
8 assign, entitled to the use of the storage space at a
9 self-service storage facility under a rental agreement, to the
10 exclusion of others.

11 (D) "Rental agreement" means any agreement or lease,
12 written or oral, that establishes or modifies the terms,
13 conditions, rules or any other provisions concerning the use
14 and occupancy of a self-service storage facility.

15 (E) "Personal property" means movable property not affixed
16 to land, and includes, but is not limited to goods,
17 merchandise, motor vehicles, and household items.

18 (F) "Last known address" means that address provided by the
19 occupant in the latest rental agreement, or the address
20 provided by the occupant in a subsequent written notice of a
21 change of address.

22 (G) "Late fee" means a charge assessed for an occupant's
23 failure to pay rent when due. "Late fee" does not include
24 interest on a debt, reasonable expenses incurred in the
25 collection of unpaid rent, or costs associated with the
26 enforcement of any other remedy provided by statute or

1 contract.

2 (Source: P.A. 83-800.)

3 (770 ILCS 95/4) (from Ch. 114, par. 804)

4 Sec. 4. Enforcement of lien. An owner's lien as provided
5 for in Section 3 of this Act for a claim which has become due
6 may be satisfied as follows:

7 (A) The occupant shall be notified;

8 (B) The notice shall be delivered:

9 (1) in person; ~~or~~

10 (2) ~~sent~~ by certified mail or by first-class mail with
11 a certificate of mailing to the last known address of the
12 occupant; or

13 (3) by an email sent to the last known active email
14 address of the occupant that was supplied by the occupant
15 on the rental agreement or in a subsequent written notice
16 of change of address received in person or by first-class
17 mail or email;

18 (C) The notice shall include:

19 (1) A ~~An itemized~~ statement of the owner's claim showing
20 the sum due at the time of the notice and the date when the sum
21 became due;

22 (2) The name of the facility, address, telephone number,
23 date, time, location, and manner of the lien sale, and the
24 tenant's name and unit number. ~~A brief and general description~~
25 ~~of the personal property subject to the lien. The description~~

1 ~~shall be reasonably adequate to permit the person notified to~~
2 ~~identify it, except that any container including, but not~~
3 ~~limited to, a trunk, valise, or box that is locked, fastened,~~
4 ~~sealed, or tied in a manner which deters immediate access to~~
5 ~~its contents may be described as such without describing its~~
6 ~~contents;~~

7 (3) A notice of denial of access to the personal property,
8 if such denial is permitted under the terms of the rental
9 agreement, which provides the name, street address, and
10 telephone number of the owner, or his designated agent, whom
11 the occupant may contact to respond to this notice;

12 (3.5) Except as otherwise provided by a rental agreement
13 and until a lien sale, the exclusive care, custody, and control
14 of all personal property stored in the leased self-service
15 storage space remains vested in the occupant. No bailment or
16 higher level of liability is created if the owner over-locks
17 the occupant's lock, thereby denying the occupant access to the
18 storage space. Rent and other charges related to the lien
19 continue to accrue during the period of time when access is
20 denied because of non-payment;

21 (4) A demand for payment within a specified time not less
22 than 14 days after delivery of the notice;

23 (5) A conspicuous statement that unless the claim is paid
24 within the time stated in the notice, the personal property
25 will be advertised for sale or other disposition, and will be
26 sold or otherwise disposed of at a specified time and place.

1 (D) Any notice made pursuant to this Section shall be
2 presumed delivered when it is deposited with the United States
3 Postal Service, and properly addressed with postage prepaid or
4 if it is emailed, when it is transmitted;

5 (E) After the expiration of the time given in the notice,
6 an advertisement of the sale or other disposition shall be
7 published once a week for two consecutive weeks in a newspaper
8 of general circulation where the self-service storage facility
9 is located. The advertisement shall include:

10 (1) The name of the facility, address, telephone number,
11 date, time, location, and manner of lien sale and the tenant's
12 name and unit number. ~~A brief and general description of the~~
13 ~~personal property reasonably adequate to permit its~~
14 ~~identification as provided for in division (C) (2) of this~~
15 ~~Section;~~

16 (2) (Blank). ~~The address of the self service storage~~
17 ~~facility and the number, if any, of the space where the~~
18 ~~personal property is located and the name of the occupant;~~

19 (3) ~~The time, place, and manner of the sale or other~~
20 ~~disposition.~~ The sale or other disposition shall take place not
21 sooner than 15 days after the first publication. If there is no
22 newspaper of general circulation where the self-service
23 storage facility is located, the advertisement shall be posted
24 at least 10 days before the date of the sale or other
25 disposition in not less than 6 conspicuous places in the
26 neighborhood where the self-service storage facility is

1 located.

2 (F) Any sale or other disposition of the personal property
3 shall conform to the terms of the notification as provided for
4 in this Section;

5 (G) Any sale or other disposition of the personal property
6 shall be held at the self-service storage facility, or at the
7 nearest suitable place to where the personal property is held
8 or stored;

9 (G-5) If the property upon which the lien is claimed is a
10 motor vehicle or watercraft and rent or other charges related
11 to the property remain unpaid or unsatisfied for 60 days, the
12 owner may have the property towed from the self-service storage
13 facility. If a motor vehicle or watercraft is towed, the owner
14 shall not be liable for any damage to the motor vehicle or
15 watercraft, once the tower takes possession of the property.
16 After the motor vehicle or watercraft is towed, the owner may
17 pursue other collection options against the delinquent tenant
18 for any outstanding debt. Before the sale of a motor vehicle,
19 aircraft, mobile home, moped, motorcycle, snowmobile, trailer,
20 or watercraft, the owner shall contact the Secretary of State
21 and any other governmental agency as reasonably necessary to
22 determine the name and address of the title holder or
23 lienholder of the item, and the owner shall notify every
24 identified title holder or lienholder of the time and place of
25 the proposed sale. The owner is required to notify the holder
26 of a security interest only if the security interest is filed

1 under the name of the person signing the rental agreement or an
2 occupant. An owner who fails to make the lien searches required
3 by this Section is liable only to valid lienholders injured by
4 that failure as provided in Section 3;

5 (H) Before any sale or other disposition of personal
6 property pursuant to this Section, the occupant may pay the
7 amount necessary to satisfy the lien, and the reasonable
8 expenses incurred under this Section, and thereby redeem the
9 personal property. Upon receipt of such payment, the owner
10 shall return the personal property, and thereafter the owner
11 shall have no liability to any person with respect to such
12 personal property;

13 (I) A purchaser in good faith of the personal property sold
14 to satisfy a lien, as provided for in Section 3 of this Act,
15 takes the property free of any rights of persons against whom
16 the lien was valid, despite noncompliance by the owner with the
17 requirements of this Section;

18 (J) In the event of a sale under this Section, the owner
19 may satisfy his lien from the proceeds of the sale, but shall
20 hold the balance, if any, for delivery on demand to the
21 occupant. If the occupant does not claim the balance of the
22 proceeds within 90 days after ~~two years of~~ the date of sale, it
23 shall become the property of the owner without further recourse
24 by the occupant.

25 (K) The lien on any personal property created by this Act
26 shall be terminated as to any such personal property which is

1 sold or otherwise disposed of pursuant to this Act and any such
2 personal property which is removed from the self-service
3 storage facility.

4 (Source: P.A. 83-800.)

5 (770 ILCS 95/7.5 new)

6 Sec. 7.5. Limitation of value. If the rental agreement
7 contains a limit on the value of property that may be stored in
8 the occupant's space, this limit is deemed to be the maximum
9 value of the stored property and establishes the maximum amount
10 of any liability of the facility owner for a claim for loss of
11 or damage to the stored property.

12 (770 ILCS 95/7.10 new)

13 Sec. 7.10. Late fees.

14 (a) A reasonable late fee may be imposed and collected by
15 an owner for each service period that an occupant does not pay
16 rent when due under a rental agreement, provided that the due
17 date for the rental payment is not earlier than the day before
18 the first day of the service period to which the rental payment
19 applies. However, no late fee shall be imposed or collected if
20 the occupant makes a rental payment in full by the third day
21 after the due date under the rental agreement.

22 (b) No late fee may be collected pursuant to this Section
23 unless the amount of that fee and the conditions for imposing
24 that fee are stated in the rental agreement or in an addendum

1 to that agreement.

2 (c) For purposes of this Section, a late fee of \$20 or 20%
3 of the rental fee for each month an occupant does not pay rent,
4 whichever is greater, is deemed reasonable and does not
5 constitute a penalty.

6 (d) Any reasonable expense incurred in rent collection or
7 lien enforcement by an owner may be charged to the occupant in
8 addition to the late fees permitted by this Section.

9 Section 99. Effective date. This Act takes effect upon
10 becoming law.".