

Georgia Lien Law

10-4-210.

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

10-4-211.

For purposes of this article, the term:

(1) 'Last known address' means that 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.

(2) 'Occupant' means a person, his 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) '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 an occupant under a rental agreement.

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

(5) '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) '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.

10-4-212.

The owner of a self-service storage facility and his 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. Owner shall obtain from 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 of the month due, or if any check given in payment is dishonored, 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 explosives or any highly inflammable goods or any other goods in the space which would cause danger to the space. The Occupant agrees that the property will not be used for any unlawful purposes and the Occupant agrees not to commit waste, nor alter, nor affix signs on the space, and to keep the space in good condition during the term of this agreement.

OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY-DAY PERIOD AFTER DEFAULT. IN ADDITION, UPON OCCUPANT'S DEFAULT, OWNER MAY WITHOUT NOTICE DENY OCCUPANT ACCESS TO THE PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE UNTIL SUCH TIME AS PAYMENT IS RECEIVED. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE TENTH OF THE MONTH DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE.

For purposes of Owner's lien: 'personal property' means movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, motor vehicles, watercraft, household items, and furnishings; 'last known address' means that 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.

The Owner's lien is superior to any other lien or security interest, except those which are evidenced by a certificate of title or perfected and recorded prior to the date of this 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 provided by law and except those liens or security interests of whom the Owner has knowledge through the Occupant's disclosure in this rental agreement or through other written notice. Occupant attests that the personal property in his space(s) is free and clear of all liens and secured interests except for _____. The Owner's lien attaches as of the date the personal property is brought to the self-service storage facility.

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

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

The Occupant shall be notified in writing by delivery in person or by certified mail or statutory overnight delivery to the last known address of Occupant. The Owner also shall notify other parties with superior liens or security interests as defined in this rental agreement. Such notice shall be presumed delivered as of the date indicated on the proof of delivery or, if there is no proof of delivery, on the fourteenth day after sending as shown by the United States Postal Service or the statutory overnight delivery service.

Owner's notice to Occupant shall include 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. It shall briefly and generally describe the personal property subject to the lien. The description shall be reasonably adequate to permit the person(s) notified to identify it, except that any container included, 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. Owner's notice shall notify Occupant of denial of access to the personal property and provide the name, street address, and telephone number of the Owner or its designated agent, whom the Occupant may contact to respond to this notice. Owner's notice shall demand payment within a specified time, not less than fourteen (14) days after delivery of the notice. It shall state that, unless the claim is paid, within the time stated in the notice, the personal property will be advertised for public sale to the highest bidder, and will be sold at a

public sale to the highest bidder, at a specified time and place.

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

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 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.

10-4-214.

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

10-4-215.

All rental agreements entered into before July 1, 1982, and not extended or renewed after that date, and the rights and duties and interests flowing from them 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.