



## 103RD GENERAL ASSEMBLY

### State of Illinois

2023 and 2024

SB3460

Introduced 2/8/2024, by Sen. Michael W. Halpin

#### SYNOPSIS AS INTRODUCED:

770 ILCS 95/2	from Ch. 114, par. 802
770 ILCS 95/4	from Ch. 114, par. 804
770 ILCS 95/7	from Ch. 114, par. 807

Amends the Self-Service Storage Facility Act. Provides that a rental agreement may be delivered and accepted by electronic mail. Provides that if the occupant does not sign a written rental agreement that the owner has tendered to the occupant, the occupant's continued use of the storage space shall constitute an acceptance of the rental agreement with the same effect as if it had been signed by the occupant. Defines "default" as the failure to perform any obligation or duty set forth in the rental agreement or the Act. Includes a trailer in the types of property for which specified towing remedies are available. Provides that an occupant may not use a self-service storage facility after the owner has delivered a written notice of termination or non-renewal of the occupant's rental agreement. Provides that notice must be in person, by verified mail, or by electronic mail. Allows the owner to place reasonable restrictions on the occupant's use of the self-service storage facility before removal of personal property, including denying access to the self-service storage facility, except for the occupant to remove personal property during the owner's normal business hours. Provides that the owner may dispose of any personal property remaining at the self-service storage facility after the date provided in the written notice.

LRB103 38164 JRC 68297 b

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The Self-Service Storage Facility Act is  
5 amended by changing Sections 2, 4, and 7 as follows:

6 (770 ILCS 95/2) (from Ch. 114, par. 802)

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

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

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

22 (C) "Occupant" means a person, his sublessee, successor,  
23 or assign, entitled to the use of the storage space at a

1 self-service storage facility under a rental agreement, to the  
2 exclusion of others.

3 (D) "Rental agreement" means any agreement or lease,  
4 written or oral, that establishes or modifies the terms,  
5 conditions, rules or any other provisions concerning the use  
6 and occupancy of a self-service storage facility. The rental  
7 agreement may be delivered and accepted by electronic mail. If  
8 the occupant does not sign a written rental agreement that the  
9 owner has tendered to the occupant, the occupant's continued  
10 use of the storage space shall constitute an acceptance of the  
11 rental agreement with the same effect as if it had been signed  
12 by the occupant.

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

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

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

1 (H) "Verified mail" means any method of mailing that is  
2 offered by the United States Postal Service or private  
3 delivery service that provides evidence of mailing.

4 (I) "Electronic mail" means the transmission of  
5 information or a communication by the use of a computer or  
6 other electronic means sent to a person identified by a unique  
7 address and that is received by that person.

8 (J) "Default" means the failure to perform any obligation  
9 or duty set forth in the rental agreement or this Act.

10 (Source: P.A. 97-599, eff. 8-26-11; 98-1106, eff. 1-1-15.)

11 (770 ILCS 95/4) (from Ch. 114, par. 804)

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

15 (A) The occupant shall be notified.

16 (B) The notice shall be delivered:

17 (1) in person; or

18 (2) by verified mail or by electronic mail to the last  
19 known address of the occupant.

20 (C) The notice shall include:

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

24 (2) The name of the facility, address, telephone  
25 number, date, time, location, and manner of the lien sale,

1 and the occupant's name and unit number;

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

8 (3.5) Except as otherwise provided by a rental  
9 agreement and until a lien sale, the exclusive care,  
10 custody, and control of all personal property stored in  
11 the leased self-service storage space remains vested in  
12 the occupant. No bailment or higher level of liability is  
13 created if the owner over-locks the occupant's lock,  
14 thereby denying the occupant access to the storage space.  
15 Rent and other charges related to the lien continue to  
16 accrue during the period of time when access is denied  
17 because of non-payment;

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

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

25 (D) Any notice made pursuant to this Section shall be  
26 presumed delivered when it is deposited with the United States

1 Postal Service, and properly addressed with postage prepaid or  
2 sent by electronic mail and the owner receives a receipt of  
3 delivery to the occupant's last known address, except if the  
4 owner does not receive a receipt of delivery for the notice  
5 sent by electronic mail, the notice is presumed delivered when  
6 it is sent to the occupant by verified mail to the occupant's  
7 last known mailing address.

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

13 (1) The name of the facility, address, telephone  
14 number, date, time, location, and manner of lien sale and  
15 the occupant's name and unit number.

16 (2) (Blank).

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

25 (F) Any sale or other disposition of the personal property  
26 shall conform to the terms of the notification as provided for

1 in this Section.

2 (G) Any sale or other disposition of the personal property  
3 shall be held at the self-service storage facility, or at the  
4 nearest suitable place to where the personal property is held  
5 or stored. A sale under this Section shall be deemed to be held  
6 at the self-service storage facility where the personal  
7 property is stored if the sale is held on a publicly accessible  
8 online website.

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

1 lienholder of the time and place of the proposed sale. The  
2 owner is required to notify the holder of a security interest  
3 only if the security interest is filed under the name of the  
4 person signing the rental agreement or an occupant. An owner  
5 who fails to make the lien searches required by this Section is  
6 liable only to valid lienholders injured by that failure as  
7 provided in Section 3.

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

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

21 (J) In the event of a sale under this Section, the owner  
22 may satisfy his lien from the proceeds of the sale, but shall  
23 hold the balance, if any, for delivery on demand to the  
24 occupant. If the occupant does not claim the balance of the  
25 proceeds within one year of the date of sale, it shall become  
26 the property of the owner without further recourse by the



1 occupant.

2 (K) The lien on any personal property created by this Act  
3 shall be terminated as to any such personal property which is  
4 sold or otherwise disposed of pursuant to this Act and any such  
5 personal property which is removed from the self-service  
6 storage facility.

7 (L) If 3 or more bidders who are unrelated to the owner are  
8 in attendance at a sale held under this Section, the sale and  
9 its proceeds are deemed to be commercially reasonable.

10 (Source: P.A. 102-687, eff. 12-17-21.)

11 (770 ILCS 95/7) (from Ch. 114, par. 807)

12 Sec. 7. Prohibited use.

13 (a) No occupant may use a self-service storage facility  
14 for residential purposes.

15 (b) An occupant may not use a self-service storage  
16 facility after the owner has delivered written notice in  
17 person, by verified mail, or by electronic mail of the  
18 termination or non-renewal of the occupant's rental agreement.

19 (1) Notice shall provide the occupant with not less  
20 than 14 days after delivery of the notice to remove all  
21 personal property from the self-service storage facility.

22 (2) Prior to the occupant's removal of all personal  
23 property, the owner may place reasonable restrictions on  
24 the occupant's use of the self-service storage facility,  
25 including denying access to the self-service storage

1 facility except for the occupant to remove personal  
2 property during the owner's normal business hours.

3 (3) The owner may dispose of any personal property  
4 remaining at the self-service storage facility after the  
5 date provided in the written notice under this Section.

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