

Missouri Lien Law
Title XXVI Trade and Commerce
Chapter 415, Warehouse and Self-Service Storage Facilities

Definitions.

415.405. As used in sections [415.400](#) to [415.425](#), the following terms shall mean:

- (1) "Default", the failure to perform on time any obligation or duty set forth in a rental agreement;
- (2) "Electronic mail", 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 and includes electronic messages that are transmitted within or between computer networks;
- (3) "Last known address", that postal address or electronic mail address provided by the occupant in the latest rental agreement or the postal or electronic mail address provided by the occupant in a subsequent written notice of a change of address, one of which may be designated in writing by the occupant as the preferred method of contact which shall be used by the operator;
- (4) "Leased space", the individual storage space at the self-service facility which is rented to an occupant pursuant to a rental agreement;
- (5) "No commercial value", includes but not limited to any property offered for sale in a commercially reasonable manner that receives no bid or offer;
- (6) "Occupant", a person, lessee, sublessee, successor or assignee entitled to the use of a leased space at a self-service storage facility under a rental agreement;
- (7) "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; except that, the term "operator" does not include a warehouseman, unless the operator issues a warehouse receipt, bill of lading, or other document of title for the personal property stored;
- (8) "Personal property", movable property which is not affixed to land, including, but not limited to, goods, wares, merchandise, motor vehicles, watercraft, household items, and furnishings;

Missouri Lien Law

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- (9) "Private sale", a sale negotiated and concluded directly between the buyer and seller;
- (10) "Public sale", a sale made after public notice and includes but is not limited to a sale at the self-service storage facility or a sale conducted online at a publicly accessible website;
- (11) "Rental agreement", any written contract or agreement that establishes or modifies the terms, conditions or rules concerning the use and occupancy of a self-service storage facility, which is signed by the occupant and the operator;
- (12) "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;
- (13) "Verified mail", any method of mailing that is offered by the United States Postal Service or private delivery service that provides evidence of mailing.
- (L. 1985 H.B. 204 § 3, A.L. 2003 H.B. 512 merged with S.B. 373, A.L. 2014 H.B. 1225)

Leased space not to be used as residence--operator may enter space, when--occupant to furnish operator certain information--limitation on value of property in agreement, maximum liability amount.

- 415.410. 1. 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.
2. An operator may enter the leased space at all times which are reasonably necessary to insure the protection and preservation of the self-service storage facility or any personal property stored therein.
3. Prior to placing any personal property into his or her leased space, each occupant shall deliver a written statement to the operator or indicate in the rental agreement of such leased space containing the name and address of each person having a valid lien against such personal property and the name and address of any third-party owner of personal property stored or to be stored in the leased space along with a description of such personal property.
4. The lessee shall be informed in writing that the lessor either does or does not have casualty insurance on the lessee's property.
5. If the rental agreement contains a limit on the value of property stored in occupant's space, such limit shall be deemed to be the maximum value of the stored property and the maximum liability of the owner for any claim for loss of or damage to stored property.

Lien on stored property, when, notice regarding, priority of, how enforced and satisfied--sale of property, procedure, duties of operator, distribution of proceeds--redemption by occupant, when.

415.415. 1. The operator of a self-service storage facility has a lien on all personal property stored within each leased space for rent, labor, or other charges, and for expenses reasonably incurred in sale of such personal property, as provided in sections [415.400](#) to [415.425](#). The lien established by this subsection shall have priority over all other liens except those liens that have been perfected and recorded on personal property. The rental agreement shall contain a statement, in bold type, advising the occupant of the existence of such lien and that property stored in the leased space may be sold to satisfy such lien if the occupant is in default, and that any proceeds from the sale of the property which remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by the occupant within one year after the sale of the property.

2. If the occupant is in default for a period of more than forty-five days, the operator may enforce the lien granted in subsection 1 of this section and sell the property stored in the leased space for cash. Sale of the property stored on the premises may be done at a public or private sale, may be done as a unit or in parcels, or may be by way of one or more contracts, and may be at any time or place and on any terms as long as the sale is done in a commercially reasonable manner in accordance with the provisions of section [400.9-627](#). The operator may otherwise dispose of any property which has no commercial value.

3. The proceeds of any sale made under this subsection shall be applied to satisfy the lien, with any surplus being held for delivery on demand to the occupant or any other lienholders which the operator knows of or which are contained in the statement filed by the occupant pursuant to subsection 3 of section [415.410](#) for a period of one year after receipt of proceeds of the sale and satisfaction of the lien. No proceeds shall be paid to an occupant until such occupant files a sworn affidavit with the operator stating that there are no other valid liens outstanding against the property sold and that he or she, the occupant, shall indemnify the operator for any damages incurred or moneys paid by the operator due to claims arising from other lienholders of the property sold. After the one-year period set in this subsection, any proceeds remaining after satisfaction of the lien shall be considered abandoned property to be reported and paid to the state treasurer in accordance with laws pertaining to the disposition of unclaimed property.

4. Before conducting a sale under subsection 2 of this section, the operator shall:

(1) At least forty-five days before any disposition of property under this section, which shall run concurrently with subsection 2 of this section, notify the occupant and each lienholder which is contained in any statement filed by the occupant pursuant to subsection 3 of section [415.410](#) of the default by first-class mail or electronic mail at the occupant's or lienholder's last known

address, and shall notify any third-party owner identified by the occupant pursuant to subsection 3 of section [415.410](#);

(2) No sooner than ten days after mailing the notice required in subdivision (1) of this subsection, mail a second notice of default, by verified mail or electronic mail, to the occupant at the occupant's or lienholder's last known address, which notice shall include:

(a) A statement that the contents of the occupant's leased space are subject to the operator's lien;

(b) 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 release for sale and the date those additional charges shall become due;

(c) A demand for payment of the charges due within a specified time, not less than ten days after the date on which the second notice was mailed;

(d) A statement that unless the claim is paid within the time stated, the contents of the occupant's space will be sold after a specified time; and

(e) The name, street address and telephone number of the operator, or a designated agent whom the occupant may contact, to respond to the notice;

(3) At least seven days before the sale, advertise the time, place and terms of the sale in a newspaper of general circulation in the jurisdiction where the sale is to be held. Such advertisement shall be in the classified section of the newspaper and shall state that the items will be released for sale.

5. If the property is a vehicle, watercraft, or trailer and rent and other charges remain unpaid for sixty days, the owner may treat the vehicle, watercraft, or trailer as an abandoned vehicle and have the vehicle, watercraft, or trailer towed from the self-service storage facility. When the vehicle, watercraft, or trailer is towed from the self-service storage facility, the owner shall not be liable for the vehicle, watercraft, or trailer for any damages to the motor vehicle, watercraft, or trailer once the tower takes possession of the property.

6. At any time before a sale under this section, the occupant may pay the amount necessary to satisfy the lien and redeem the occupant's personal property.

Late fee assessed, when, amount--recovery of expenses, when.

415.417. 1. For the purposes of this section, "late fee" means a fee or charge assessed by an operator for an occupant's failure to pay rent when due. A late fee is not interest on a debt, nor is a late fee a reasonable expense which the operator may incur in the course of collecting

unpaid rent in enforcing his or her lien rights pursuant to sections [415.400](#) to [415.425](#), or enforcing any other remedy provided by statute or contract.

2. Any late fee charged by the operator shall be stated in the rental agreement. No late fee shall be collected unless it is written in the rental agreement or an addendum to such agreement.

3. An operator may impose a reasonable late fee for each month an occupant does not pay rent when due.

4. A late fee of twenty dollars or twenty percent of the monthly rental amount, whichever is greater, for each late rental payment shall be deemed reasonable, and shall not constitute a penalty.

5. An operator may set a late fee other than that permitted in subsection 4 of this section if such fee is reasonable. The operator shall have the burden of proof that a higher late fee is reasonable.

6. The operator may recover all reasonable rent collection and lien enforcement expenses from the occupant in addition to any late fees incurred.

Purchaser in good faith, not subject to certain liens--operator, limited liability, right to deny occupant access, when--notices, how and where sent.

415.420. 1. A purchaser in good faith of any personal property sold under sections [415.400](#) to [415.425](#) takes the property free and clear of any rights of any persons against whom the lien was valid and other lienholders.

2. If the operator complies with the provisions of sections [415.400](#) to [415.425](#), the operator's liability to the occupant shall be limited to the net proceeds received from the sale of the personal property, and to other lienholders shall be limited to the net proceeds received from the sale of any personal property covered by the other lien.

3. If an occupant is in default, the operator may deny the occupant access to the leased space.

4. Unless otherwise specifically provided in sections [415.400](#) to [415.425](#), all notices required by sections [415.400](#) to [415.425](#) shall be sent by verified mail or electronic mail to the last known address as defined in section [415.400](#). 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. Notices shall be deemed delivered when deposited with the United States postal service, properly addressed as provided in subsection 4 of section [415.415](#), with postage prepaid or sent via electronic mail to the last known address.

Care and control of stored property vested in occupant, exception.

415.425. Except as provided in subsection 3 of section [415.420](#), unless the rental agreement specifically provides otherwise and until a lien sale under sections [415.400](#) to 415.425, the exclusive care, custody and control of all personal property stored in the leased self-service storage space remains vested in the occupant.

Missouri Lien Law

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