

## Assembly Bill No. 655

### CHAPTER 439

An act to amend Sections 21702.5, 21705, 21706, 21707, and 21709 of, and to repeal and add Section 21710 of, the Business and Professions Code, relating to self-service storage facilities.

[Approved by Governor September 29, 2010. Filed with  
Secretary of State September 29, 2010.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 655, Emmerson. Self-service storage facilities.

Existing law, the California Self-Service Storage Facility Act, specifies remedies and procedures for self-service storage facility owners when occupants are delinquent in paying rent or other charges. Under existing law, if an owner sends an occupant a preliminary lien notice by certified mail, the owner may, upon the effective date of the lien, deny the occupant access to the space, enter the space, and remove property to safekeeping. However, if the owner sends the preliminary lien notice by first-class mail with certificate of mailing, the owner may not remove the property for at least 14 days following the effective date of the lien. Existing law requires owners to send occupants a notice of lien sale stating that the property will be sold to satisfy the lien after a date not less than 14 days following the date of mailing unless the amount of the lien is paid or the occupant returns a declaration in opposition to lien sale in a specified form. Existing law specifies procedures for an owner to enforce the lien following receipt of a declaration in opposition to lien sale. Existing law requires that a lien sale be advertised in a newspaper of general circulation in the judicial district where the sale is to be held, or posted in conspicuous places in the neighborhood of the proposed sale, as specified, and provides that prior to a lien sale, any person claiming a right to the goods may pay the amount necessary to satisfy the lien and reasonable expenses incurred for particular actions taken.

This bill would provide that, if the occupant has not paid the full amount specified within 14 days of the termination date specified in the preliminary lien notice, the lien will attach as of that date and the owner may deny the occupant access to the space, enter the space, and remove any property to safekeeping. The bill would require the owner to send the occupant a notice of lien sale stating, among other things, that the amount of the lien will continue to increase if rent is not paid; the property will be sold to satisfy the lien after a specified date that is not less than 14 days from the date of mailing unless the occupant executes and returns by certified mail a specified declaration in opposition to lien sale; the occupant may regain full use of the space by paying the full lien amount prior to the specified date; and

other information, as specified. The bill would require the lien sale to be advertised in a newspaper of general circulation in the county where the sale is to be held. The bill would provide that prior to any lien sale, any person claiming a right to the goods may pay the amount necessary to satisfy the lien together with one month's rent in advance, in which case the owner would retain the property pending a court order directing the disposition of the property. The bill would also prescribe procedures to be followed if a court order is not obtained and would make other technical changes.

*The people of the State of California do enact as follows:*

SECTION 1. Section 21702.5 of the Business and Professions Code is amended to read:

21702.5. (a) Any lien on a vehicle or vessel subject to registration or identification under the Vehicle Code which has attached and is set forth in the documents of title to the vehicle or vessel shall have priority over any lien created pursuant to this chapter.

(b) Any lien created pursuant to this chapter on a vehicle or vessel subject to registration or identification under the Vehicle Code shall be enforced in accordance with the provisions of Section 3071 of the Civil Code, in the case of a vehicle, or Section 503 of the Harbors and Navigation Code, in the case of a vessel, and not as prescribed in Sections 21705 to 21711, inclusive.

(c) Any lien created pursuant to this chapter on a vehicle or vessel subject to registration or identification under the Vehicle Code shall not include any charges for rent, labor, or other services incurred pursuant to the rental agreement, accruing more than 60 days after the date the lien imposed pursuant to this chapter attaches, as set forth in Section 21705, and before application is made for authorization to conduct the lien sale pursuant to the requirements of Section 3071 of the Civil Code or Section 503 of the Harbors and Navigation Code.

(d) Any proceeds from a lien sale shall be disposed of pursuant to Section 3073 of the Civil Code, in the case of a vehicle, or Section 507.5 of the Harbors and Navigation Code, in the case of a vessel.

SEC. 2. Section 21705 of the Business and Professions Code is amended to read:

21705. (a) If the notice has been sent as required by Section 21703 and the total sum due has not been paid within 14 days of the termination date specified in the preliminary lien notice, the lien imposed by this chapter attaches as of that date and the owner may do all of the following:

- (1) Deny an occupant access to the space.
- (2) Enter the space.
- (3) Remove any property found therein to a place of safekeeping.

(b) Upon taking the actions described in subdivision (a), the owner shall send to the occupant, addressed to the occupant's last known address, and to the alternative address specified in subdivision (b) of Section 21712, by

certified mail or by first-class mail, if the owner obtains a certificate of mailing, postage prepaid, both of the following:

(1) A notice of lien sale that states all of the following:

(A) That the occupant’s right to use the storage space has terminated and that the occupant no longer has access to the stored property.

(B) That the stored property is subject to a lien, the current amount of the lien, and that the lien will continue to increase if rent is not paid.

(C) That the property will be sold to satisfy the lien after a specified date that is not less than 14 days from the date of mailing the notice, unless the occupant executes and returns by certified mail a declaration in opposition to lien sale in the form set forth in paragraph (2).

(D) A statement that the occupant may regain full use of the space by paying the full lien amount prior to the date specified in subparagraph (C).

(E) That any excess proceeds of the sale over the lien amount and costs of sale will be retained by the owner and may be reclaimed by the occupant or claimed by another person at any time for a period of one year from the sale and that thereafter the proceeds will escheat to the county in which the sale is to take place.

(2) A blank declaration in opposition to lien sale that shall be in substantially the following form:

DECLARATION IN OPPOSITION TO LIEN SALE

You must complete all sections of this declaration. If the owner cannot contact or serve you at the address and telephone number that you provide below, this declaration shall be void and the owner may sell your stored property.

I, \_\_\_\_\_, have received the notice of lien sale  
(occupant’s name)

of the property stored at \_\_\_\_\_ .  
(location and space #)

I oppose the lien sale of the property, because (provide a brief explanation of the reason the owner’s lien may not be valid. For example, “I have paid my rent and other charges in full”):

\_\_\_\_\_

My address is:  
(address) \_\_\_\_\_  
(city) \_\_\_\_\_  
(state) \_\_\_\_\_  
(ZIP Code) \_\_\_\_\_  
(telephone number) \_\_\_\_\_

I understand that the lienholder may file an action against me in any court of competent jurisdiction, including small claims court, at the address provided above, and if a judgment is given in his or her favor, I may be liable for the

court costs. I also understand that this declaration is not valid if (a) the address provided in this declaration is not my current address or (b) I change my address at any time prior to service of an action on the lien and I do not provide the owner the address within 10 days of the change.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was signed by me on \_\_\_\_\_ at \_\_\_\_\_ .  
(date) (place)

\_\_\_\_\_  
(signature of occupant)

SEC. 3. Section 21706 of the Business and Professions Code is amended to read:

21706. If a declaration in opposition to the lien sale, executed under penalty of perjury, is not received by the owner on or prior to the date specified in the notice of lien sale by certified mail, is not completed and signed by the occupant, if the occupant cannot be contacted or served at the address provided in the declaration, or if the occupant withdraws the declaration in opposition to the lien sale in writing, the owner may, subject to the provisions of Sections 21708 and 21709, sell the property upon complying with the requirements set forth in Section 21707.

SEC. 4. Section 21707 of the Business and Professions Code is amended to read:

21707. After the expiration of the time given in the notice of lien sale, pursuant to subdivision (b) of Section 21705, or following the failure of a claimant to pay rent or obtain a court order pursuant to Section 21709, an advertisement of the sale shall be published once a week for two weeks consecutively in a newspaper of general circulation published in the county where the sale is to be held. The advertisement shall include a general description of the goods, the name of the person on whose account they are being stored, and the name and location of the storage facility. If there is no newspaper of general circulation published in the county where the sale is to be held, the advertisement shall be posted at least 10 days before the sale in not less than six conspicuous places in the neighborhood of the proposed sale. The sale shall be conducted in a commercially reasonable manner. After deducting the amount of the lien and costs of sale, the owner shall retain any excess proceeds of the sale on the occupant’s behalf. The occupant, or any other person having a court order or other judicial process against the property, may claim the excess proceeds, or a portion thereof sufficient to satisfy the particular claim, at any time within one year of the date of sale. Thereafter, the owner shall pay any remaining excess proceeds to the treasury of the county in which the sale was held.

SEC. 5. Section 21709 of the Business and Professions Code is amended to read:

21709. Prior to any sale pursuant to Section 21707, any person claiming a right to the goods may pay the amount necessary to satisfy the lien together with one month’s rent in advance. In that event, the goods shall not be sold,

but shall be retained by the owner pending a court order directing the disposition of the property. If a court order is not obtained within 30 days following the date of the payment pursuant to this section, the claimant shall pay the owner the monthly rental charge for the space where the property is stored pursuant to the terms of the rental agreement. If the claimant does not pay this rent, the owner may sell or dispose of the personal property in accordance with Section 21707. The owner shall have no liability for the sale or other disposition of the personal property to any claimant who fails to secure a court order or pay the required rental charge as set forth in this section, provided the owner has fully complied with the requirements of this chapter.

SEC. 6. Section 21710 of the Business and Professions Code is repealed.

SEC. 7. Section 21710 is added to the Business and Professions Code, to read:

21710. (a) If a valid declaration in opposition to lien sale is received by the owner prior to the date set forth in the notice of lien sale, the owner may enforce the lien only as follows:

(1) File an action to enforce the lien in small claims court as provided in Chapter 5.5 (commencing with Section 116.110) of Title 1 of Part 1 of the Code of Civil Procedure, provided that the amount of the lien is within the monetary jurisdiction of the court. If the action is filed in small claims court, all of the procedures set forth in that chapter shall apply, including the procedures for service of the summons and complaint.

(2) File an action to enforce the lien in any other court of competent jurisdiction, in which case the summons and complaint may be served by certified mail, postage prepaid, addressed to the occupant at the address provided by the occupant in the declaration of lien sale, and service shall be deemed completed on the fifth day after the mailing, or in any other manner authorized by Chapter 4 (commencing with Section 413.10) of Title 5 of Part 2 of the Code of Civil Procedure.

(b) If the owner is granted a judgment in favor of the lien, the owner may advertise the goods for sale and sell the property as provided in Section 21707.

**CALIFORNIA CODES  
BUSINESS AND PROFESSIONS CODE  
SECTION 21700-21716**

21700. This act shall be known as the "California Self-Service **Storage** Facility Act."

21701. For the purposes of this chapter, the following terms shall have the following meanings:

(a) "Self-service **storage** facility" means real property designed and used for the purpose of renting or leasing individual **storage** space to occupants who are to have access to the space for the purpose of storing and removing personal property or for storing individual **storage** containers provided to occupants who have exclusive use of the container for the purpose of storing and removing personal property, whether or not the individual **storage** containers are transported pursuant to Section 21701.1. Self-service **storage** facility does not include a garage or other **storage** area in a private residence. No occupant may use a self-service **storage** facility for residential purposes. A self-service **storage** facility is not a warehouse, nor a public utility, as defined in Section 216 of the Public Utilities **Code**. If an owner issues a warehouse receipt, bill of lading, or other document of title for the personal property stored, the owner and the occupant are subject to the provisions of Division 7 (commencing with Section 7101) of the Commercial **Code**, and the provisions of this chapter do not apply.

(b) "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 or her to manage the facility, or to receive rent from an occupant under a rental agreement, and no real estate license is required.

(c) "Occupant" means a person, or his or her sublessee, successor, or assign, who is entitled to the use of the **storage** space at a self-service **storage** facility under a rental agreement, to the exclusion of others.

(d) "Rental agreement" means any written agreement or lease which establishes or modifies the terms, conditions, rules, or any other provision concerning the use and occupancy of a self-service **storage** facility.

(e) "Personal property" means movable property not affixed to land, and includes, but is not limited to, goods, merchandise, furniture, and household items.

(f) "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.

21701.1. (a) The owner or operator of a self-service **storage** facility or a household goods carrier, may, for a fee, transport individual **storage** containers to and from a self-service **storage** facility that he or she owns or operates. This transportation activity, whether performed by an owner, operator, or carrier, shall not be deemed transportation for compensation or hire as a business of used household goods and is not subject to regulation under Chapter 7 (commencing with Section 5101) of Division 2 of the Public Utilities **Code**, provided that all of the following requirements are met:

(1) The fee charged (A) to deliver an empty individual **storage** container to a customer and to transport the loaded container to a self-service **storage** facility or (B) to return a loaded individual **storage** container from a self-service **storage** facility to the customer does not exceed one hundred dollars (\$100).

(2) The owner, operator, or carrier, or any affiliate of the owner, operator, or carrier, does not load, pack, or otherwise handle the contents of the container.

(3) The owner, operator, or carrier is registered under Chapter 2 (commencing with Section 34620) of Division 14.85 of the Vehicle **Code** or holds a permit under Chapter 7 (commencing with Section 5101) of Division 2 of the Public Utilities **Code**.

(4) The owner, operator, or carrier has procured and maintained cargo insurance in the amount of at least twenty thousand dollars (\$20,000) per shipment. Proof of cargo insurance coverage shall be maintained on file and presented to the Department of Motor Vehicles or Public Utilities Commission upon written request.

(5) The owner, operator, or carrier shall disclose to the customer in advance the following information regarding the container transfer service offered, in a written document separate from others furnished at the time of disclosure:

(A) A detailed description of the transfer service, including a commitment to use its best efforts to place the container in an appropriate location designated by the customer.

(B) The dimensions and construction of the individual **storage** containers used.

(C) The unit charge, if any, for the container transfer service that is in addition to the **storage** charge or any other fees under the rental agreement.

(D) The availability of delivery or pickup by the customer of his or her goods at the self-service **storage** facility.

(E) The maximum allowable distance, measured from the self-service **storage** facility, for the initial pickup and final delivery of the loaded container.

(F) The precise terms of the company's right to move a container from the initial **storage** location at its own discretion and a statement that the customer will not be required to pay additional charges with respect to that transfer.

(G) Conspicuous disclosure in bold text of the allocation of responsibility for the risk of loss or damage to the customer's goods, including any disclaimer of the company's liability, and the procedure for presenting any claim regarding loss or damage to the company.

The disclosure of terms and conditions required by this subdivision, and the rental agreement, shall be received by the customer a minimum of 72 hours prior to delivery of the empty individual **storage** container; however, the customer may, in writing, knowingly and voluntarily waive that receipt. The company shall record in writing, and retain for a period of at least six months after the end of the rental, the time and method of delivery of the information, any waiver made by the customer, and the times and dates of initial pickup and redelivery of the containerized goods.

(6) No later than the time the empty individual **storage** container is delivered to the customer, the company shall provide the customer with an informational brochure containing the following information about loading the container:

(A) Packing and loading tips to minimize damage in transit.

(B) A suggestion that the customer make an inventory of the items as they are loaded and keep any other record (for example, photographs or videotape) that may assist in any subsequent claims processing.

(C) A list of items that are impermissible to pack in the container (for example, flammable items).

(D) A list of items that are not recommended to be packed in light of foreseeable hazards inherent in the company's handling of the containers and in light of any limitation of liability contained in the rental agreement.

(b) Pickup and delivery of the individual **storage** containers shall be on a date agreed upon between the customer and the company. If the company requires the customer to be physically present at the time of pickup, the company shall in fact be at the customer's premises prepared to perform the service not more than four hours later than the scheduled time agreed to by the customer and company, and in the event of a preventable breach of that obligation by the company, the customer shall be entitled to receive a penalty of fifty dollars (\$50) from the company and to elect rescission of the rental agreement without liability.

(c) No charge shall be assessed with respect to any movement of the container between self-service **storage** facilities by the company at its own discretion, nor for the delivery of a container to a customer's premises if the customer advises the company, at least 24 hours before the agreed time of container dropoff, orally or in writing, that he or she is rescinding the request for service.

(d) For purposes of this chapter, "individual **storage** container" means a container that meets all of the following requirements:

(1) It shall be fully enclosed and locked.

(2) It contains not less than 100 and not more than 1,100 cubic feet.

(3) It is constructed out of a durable material appropriate for repeated use. A box constructed out of cardboard or a similar material shall not constitute an individual **storage** container for purposes of this section.

(e) Nothing in this section shall be construed to limit the authority of the Public Utilities Commission to investigate and commence an appropriate enforcement action pursuant to Chapter 7 (commencing with Section 5101) of Division 2 of the Public Utilities **Code** against any person transporting household goods in individual **storage** containers in a manner other than that described in this section.

21702. 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, late payment fees, or other charges, present or future, incurred pursuant to the rental agreement and for expenses necessary for the preservation, sale, or disposition of personal property subject to the provisions of this chapter. The **lien** may be enforced consistent with the provisions in this chapter.

21702.5. (a) Any **lien** on a vehicle or vessel subject to registration or identification under the Vehicle **Code** which has attached and is set forth in the documents of title to the vehicle or vessel shall have priority over any **lien** created pursuant to this chapter.

(b) Any **lien** created pursuant to this chapter on a vehicle or vessel subject to registration or identification under the Vehicle **Code** shall be enforced in accordance with the provisions of Section 3071 of the Civil **Code**, in the case of a vehicle, or Section 503 of the Harbors and Navigation **Code**, in the case of a vessel, and not as prescribed in Sections 21705 to 21711, inclusive, except that actions may be conducted as provided in Section 21710.

(c) Any **lien** created pursuant to this chapter on a vehicle or vessel subject to registration or identification under the Vehicle **Code** shall not include any charges for rent, labor, or other services incurred pursuant to the rental agreement, accruing more than 60 days after the date the **lien** imposed pursuant to this chapter attaches, as set forth in Section 21705, and before application is made for authorization to conduct the **lien** sale pursuant to the requirements of Section 3071 of the Civil **Code** or Section 503 of the Harbors and Navigation **Code**.

(d) Any proceeds from a **lien** sale shall be disposed of pursuant to Section 3073 of the Civil **Code**, in the case of a vehicle, or Section 507.5 of the Harbors and Navigation **Code**, in the case of a vessel.

21703. If any part of the rent or other charges due from an occupant remain unpaid for 14 consecutive days, an owner may terminate the right of the occupant to the use of the storage space at a self-service storage facility by sending a notice to the occupant's last known address and to the alternative address specified in subdivision (b) of Section 21712. The notice shall be sent by certified mail, postage prepaid, or by regular first-class mail if the owner obtains a certificate of mailing indicating the date the notice was mailed. The notice shall contain all of the following:

(a) An itemized statement of the owner's claim showing the sums due at the time of the notice and the date when the sums became due.

(b) A statement that the occupant's right to use the storage space will terminate on a specified date (not less than 14 days after the mailing of the notice) unless all sums due are paid by the occupant prior to the specified date.

(c) A notice that the occupant may be denied access to the storage space after the termination date if the sums are not paid and that an owner's lien, as provided for in Section 21702, may be imposed thereafter.

(d) The name, street address, and telephone number of the owner or his or her designated agent whom the occupant may contact to respond to the notice.

21704. A notice in substantially the following form shall satisfy the requirements of Section 21703:

PRELIMINARY **LIEN** NOTICE

TO \_\_\_\_\_  
(occupant)  
\_\_\_\_\_  
(address)  
\_\_\_\_\_  
(state)  
\_\_\_\_\_

You owe and have not paid rent and/or other charges for the use of **storage** \_\_\_\_\_  
(space number)

at \_\_\_\_\_  
(name and address of **storage** facility)

These charges total \$ \_\_\_\_\_  
(amount)

and have been due for more than 14 days. They are itemized as follows:

Due Date	Description	Amount
----------	-------------	--------

TOTAL: \$ \_\_\_\_\_

If this sum is not paid in full before

\_\_\_\_\_  
(date at least 14 days from mailing)  
your right to use the **storage** space will terminate, you will be denied access, and an owner's **lien** on any stored property will be imposed.

You may pay this sum and may contact the owner at:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(state)

\_\_\_\_\_  
(telephone)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(owner's signature)

21705. (a) If the notice required by Section 21703 is sent by certified mail and the total sum due has not been paid as of the date specified in the preliminary lien notice as the termination date, the lien imposed by this chapter attaches as of that date and the owner may do all of the following:

- (1) Deny an occupant access to the space.
- (2) Enter the space.
- (3) Remove any property found therein to a place of safe keeping.

(b) If the notice required by Section 21703 is sent by regular first-class mail with a certificate of mailing and the total sum due has not been paid as of the termination date, the lien imposed by this chapter attaches as of that date and the owner may deny an occupant access to the space and enter the space. The owner may not remove the occupant's property until not less than 14 days after the termination date, during which time the occupant may regain full use of the space by paying the full lien amount.

(c) Under either subdivision (a) or subdivision (b), the owner shall send to the occupant, addressed to the occupant's last known address, and to the alternative address specified in subdivision (b) of Section 21712, by certified mail, postage prepaid, all of the following:

(1) A notice of lien sale that states all of the following:

(A) That the occupant's right to use the storage space has terminated and that the occupant no longer has access to the stored property.

(B) That the stored property is subject to a lien, and the amount of the lien.

(C) That the property will be sold to satisfy the lien after a specified date that is not less than 14 days from the date of mailing the notice unless the amount of the lien is paid or the occupant executes and returns by certified mail a declaration under penalty of perjury in opposition to the lien sale in the form set forth in paragraph (2). If the notice required by Section 21703 was sent by regular mail with a certificate of mailing, the notice of lien sale shall include a statement that the occupant may regain full use of the space by paying the full lien amount prior to the date specified in this paragraph.

(D) That any excess proceeds of the sale over the lien amount and costs of sale will be retained by the owner and may be reclaimed by the occupant or claimed by another person at any time for a period of one year from the sale and that thereafter the proceeds will escheat to the county.

(2) A blank declaration in opposition to the lien sale that shall be in substantially the following form:

DECLARATION IN OPPOSITION TO LIEN SALE

I, \_\_\_\_\_,  
(occupant's name)

have received the notice of lien sale of the property  
stored at

\_\_\_\_\_  
(location and space #)

I oppose the lien sale of the property. My address is:

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city) (state) (ZIP Code)

I understand that the lienholder may file an action in court against me, and if a judgment is given in his or her favor, I may be liable for the court costs. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was signed by me on

\_\_\_\_\_ at \_\_\_\_\_.  
(date) (place)

\_\_\_\_\_  
(signature of occupant)

21706. If a declaration in opposition to the **lien** sale, executed under penalty of perjury, is not received prior to the date of sale set forth in the notice of **lien** sale, the owner may subject to the provisions of Sections 21708 and 21709 sell the property upon complying with the requirements set forth in Section 21707.

21707. (a) After the expiration of the time given in the notice of **lien** sale, pursuant to subdivision (a) of Section 21705, an advertisement of the sale shall be published once a week for two weeks consecutively in a newspaper of general circulation published in the judicial district where the sale is to be held. The advertisement shall include a general description of the goods, the name of the person on whose account they are being stored, the space number of the occupant, and the name and location of the **storage** facility. If there is no newspaper of general circulation published in the judicial district where the sale is to

be held, the advertisement shall be posted at least 10 days before the sale in not less than six conspicuous places in the neighborhood of the proposed sale.

(b) The sale shall be conducted in a commercially reasonable manner, and, after deducting the amount of the **lien** and costs of sale, the owner shall retain any excess proceeds of the sale on the occupant's behalf. The occupant, or any other person having a court order or other judicial process against the property, may claim the excess proceeds, or a portion thereof sufficient to satisfy the particular claim, at any time within one year of the date of sale. Thereafter, the owner shall pay any remaining excess proceeds to the treasury of the county in which the sale was held.

21708. Any person who has a perfected security interest under Division 9 (commencing with Section 9101) of the Commercial **Code** may claim any personal property subject to the security interest and subject to a **lien** pursuant to this chapter by paying the total amount due, as specified in the preliminary **lien** notice, for the **storage** of the property, if no declaration of opposition to the **lien** sale is executed and returned by the occupant. Upon payment of the total amount due, the owner shall deliver possession of the particular property subject to the security interest to the person who paid the total amount due. The owner shall not be liable to any person for any action taken pursuant to this section if the owner has fully complied with the requirements of Sections 21704 and 21705.

21709. Prior to any sale pursuant to Section 21706, any person claiming a right to the goods may pay the amount necessary to satisfy the **lien** and the reasonable expenses incurred for particular actions taken pursuant to this chapter. In that event, the goods shall not be sold, but shall be retained by the owner subject to the terms of this chapter pending a court order directing a particular disposition of the property.

21710. If a declaration in opposition to the **lien** sale is received prior to the date set forth in the notice of **lien** sale, the owner may enforce the **lien** as follows:

(a) An action to enforce the owner's **lien** shall be commenced by the filing of a verified complaint setting forth the facts upon which the claim of **lien** is based. The summons and complaint may be served by certified mail, postage prepaid, addressed to the occupant at his or her last known address, in which case service shall be deemed completed on the fifth day after the mailing, or in any other manner authorized by Chapter 4 (commencing with Section 413.10) of Title 2 of Part 2 of the **Code** of Civil Procedure.

(b) The occupant shall have 10 days in which to respond to the complaint after service of the summons is completed, which time may be extended for good cause shown.

(c) If the occupant has not responded to the complaint by answer or demurrer within the time allowed after service is completed, the clerk, or the judge if there is no clerk, upon application of the owner, shall enter the default of the occupant, and thereafter, the owner may apply to the court for judgment in the amount of the **lien**, including costs.

(d) Any judgment entered on the action on the **lien** in favor of the owner may be enforced by sale of the property by the owner. The sale shall be conducted in a commercially reasonable manner, and shall take place 10 days or more from the entry of judgment, unless within that time period, or at any time prior to the sale, the occupant pays to the owner the full amount of the judgment.

(e) Enforcement of the judgment may be stayed, pending appeal, by the posting of a bond by the occupant in an amount one and one-half times the amount of the judgment, in which case the property may be released to the occupant.

21711. A purchaser in good faith of goods sold to enforce a **lien** or a judgment entered on the **lien** in favor of the owner on goods stored at a self-service **storage** facility takes the goods free of any rights of persons against whom the **lien** was claimed, despite noncompliance by the owner of the **storage** facility with the requirements of this chapter.

21712. (a) Each contract for the rental or lease of individual **storage** space in a self-service **storage** facility shall be in writing and shall contain, in addition to the provisions otherwise required or permitted by law to be included, a statement that the occupant's property will be subject to a claim of **lien** and may even be sold to satisfy the **lien** if the rent or other charges due remain unpaid for 14 consecutive days and that such actions are authorized by this chapter.

(b) The provisions of this chapter shall not apply, and the **lien** authorized by this chapter shall not attach, unless the rental agreement requests, and provides space for, the occupant to give the name and address of another person to whom the preliminary **lien** notice and subsequent notices required to be given under this chapter may be sent. Notices sent pursuant to Section 21703 or Section 21705 shall be sent to the occupant's address and the alternative address, if both addresses are provided by the occupant. Failure of an occupant to provide an alternative address shall not affect an owner's remedies under this chapter or under any other provision of law.

21713. Nothing in this chapter shall be construed to impair or affect 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 chapter shall be in addition to all other rights provided by law to a creditor against his or her debtor.

21713.5. (a) The owner of a self-service **storage** facility may assess a reasonable late payment fee if an occupant does not pay the entire amount of the rental fee specified in the rental agreement, subject to the following requirements:

(1) No late payment fee shall be assessed unless the rental fee remains unpaid for at least 10 days after the date specified in the rental agreement for payment of the rental fee.

(2) The amount of the late payment fee shall be specified in the occupant's rental agreement.

(3) Only one late payment fee shall be assessed for each rental fee payment that is not paid on the date specified in the rental agreement.

(b) For purposes of this section, a "reasonable late payment fee" is one that does not exceed the following:

(1) Ten dollars (\$10), if the rental agreement provides for monthly rent of sixty dollars (\$60) or less.

(2) Fifteen dollars (\$15), if the rental agreement provides for monthly rent greater than sixty dollars (\$60), but less than one hundred dollars (\$100).

(3) Twenty dollars (\$20) or 15 percent of the monthly rental fee, whichever is greater, if the rental agreement provides for monthly rent of one hundred dollars (\$100) or more.

21714. The provisions of this chapter shall only apply to rental agreements entered into, or extended, or renewed after the effective date of this chapter.

21715. All rental agreements entered into before the effective date of this chapter, and not extended or renewed after that date, and the rights, 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.

21716. If any provision of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the chapter, which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.