

(4) THIS SECTION DOES NOT ALTER THE LAW ON TOLLING OF THE STATUTE OF LIMITATIONS NOR DOES IT APPLY TO CAUSES OF ACTION THAT HAVE ACCRUED BEFORE THIS ARTICLE BECOMES EFFECTIVE.

2A-507. PROOF OF MARKET RENT: TIME AND PLACE

(1) DAMAGES BASED ON MARKET RENT (§ 2A-519 OR § 2A-528) ARE DETERMINED ACCORDING TO THE RENT FOR THE USE OF THE GOODS CONCERNED FOR A LEASE TERM IDENTICAL TO THE REMAINING LEASE TERM OF THE ORIGINAL LEASE AGREEMENT AND PREVAILING AT THE TIMES SPECIFIED IN §§ 2A-519 AND 2A-528.

(2) IF EVIDENCE OF RENT FOR THE USE OF THE GOODS CONCERNED FOR A LEASE TERM IDENTICAL TO THE REMAINING LEASE TERM OF THE ORIGINAL LEASE AGREEMENT AND PREVAILING AT THE TIMES OR PLACES DESCRIBED IN THIS ARTICLE IS NOT READILY AVAILABLE, THE RENT PREVAILING WITHIN ANY REASONABLE TIME BEFORE OR AFTER THE TIME DESCRIBED OR AT ANY OTHER PLACE OR FOR A DIFFERENT LEASE TERM WHICH IN COMMERCIAL JUDGMENT OR UNDER USAGE OF TRADE WOULD SERVE AS A REASONABLE SUBSTITUTE FOR THE ONE DESCRIBED MAY BE USED, MAKING ANY PROPER ALLOWANCE FOR THE DIFFERENCE, INCLUDING THE COST OF TRANSPORTING THE GOODS TO OR FROM THE OTHER PLACE.

(3) EVIDENCE OF A RELEVANT RENT PREVAILING AT A TIME OR PLACE OR FOR A LEASE TERM OTHER THAN THE ONE DESCRIBED IN THIS TITLE OFFERED BY ONE PARTY IS NOT ADMISSIBLE UNLESS AND UNTIL HE (OR SHE) HAS GIVEN THE OTHER PARTY NOTICE THE COURT FINDS SUFFICIENT TO PREVENT UNFAIR SURPRISE.

(4) IF THE PREVAILING RENT OR VALUE OF ANY GOODS REGULARLY LEASED IN ANY ESTABLISHED MARKET IS IN ISSUE, REPORTS IN OFFICIAL PUBLICATIONS OR TRADE JOURNALS OR IN NEWSPAPERS OR PERIODICALS OF GENERAL CIRCULATION PUBLISHED AS THE REPORTS OF THAT MARKET ARE ADMISSIBLE IN EVIDENCE. THE CIRCUMSTANCES OF THE PREPARATION OF THE REPORT MAY BE SHOWN TO AFFECT ITS WEIGHT BUT NOT ITS ADMISSIBILITY.

B. DEFAULT BY LESSOR

2A-508. LESSEE'S REMEDIES

(1) IF A LESSOR FAILS TO DELIVER THE GOODS IN CONFORMITY TO THE LEASE CONTRACT (§ 2A-509) OR REPUDIATES THE LEASE CONTRACT (§ 2A-402), OR A LESSEE RIGHTFULLY REJECTS THE GOODS (§ 2A-509) OR JUSTIFIABLY REVOKES ACCEPTANCE OF THE GOODS (§ 2A-517), THEN WITH RESPECT TO ANY GOODS INVOLVED, AND WITH RESPECT TO ALL OF THE GOODS IF UNDER AN INSTALLMENT LEASE CONTRACT THE VALUE OF THE WHOLE LEASE CONTRACT IS SUBSTANTIALLY IMPAIRED (§ 2A-510), THE LESSOR IS IN DEFAULT UNDER THE LEASE CONTRACT AND THE LESSEE MAY:

(A) CANCEL THE LEASE CONTRACT (§ 2A-505(1));