

DEFAULT OCCURS, WHICHEVER IS LATER. A CAUSE OF ACTION FOR INDEMNITY ACCRUES WHEN THE ACT OR OMISSION ON WHICH THE CLAIM FOR INDEMNITY IS BASED IS OR SHOULD HAVE BEEN DISCOVERED BY THE INDEMNIFIED PARTY, WHICHEVER IS LATER.

(3) IF AN ACTION COMMENCED WITHIN THE TIME LIMITED BY SUBSECTION (1) IS SO TERMINATED AS TO LEAVE AVAILABLE A REMEDY BY ANOTHER ACTION FOR THE SAME DEFAULT OR BREACH OF WARRANTY OR INDEMNITY, THE OTHER ACTION MAY BE COMMENCED AFTER THE EXPIRATION OF THE TIME LIMITED AND WITHIN 6 MONTHS AFTER THE TERMINATION OF THE FIRST ACTION UNLESS THE TERMINATION RESULTED FROM VOLUNTARY DISCONTINUANCE OR FROM DISMISSAL FOR FAILURE OR NEGLECT TO PROSECUTE.

(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.