

70A-2a-519 Lessee's damages for nondelivery, repudiation, default, and breach of warranty in regard to accepted goods.

- (1) Except as otherwise provided with respect to damages liquidated in the lease agreement as provided in Section 70A-2a-504 or otherwise determined pursuant to agreement of the parties as provided in Sections 70A-1a-302 and 70A-2a-503, if a lessee elects not to cover or a lessee elects to cover and the cover is by lease agreement whether or not the lease agreement qualifies for treatment under Subsection 70A-2a-518(2), or is by purchase or otherwise, the measure of damages for default by the lessor under Section 70A-2a-508 is the present value, as of the date of the default, of the then market rent minus the present value as of the same date of the original rent, computed for the remaining lease term of the original lease agreement together with incidental and consequential damages, less expenses saved in consequence of the lessor's default.
- (2) Market rent is to be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.
- (3) Except as otherwise agreed, if the lessee has accepted goods and given notification as provided in Subsection 70A-2a-516(3), the measure of damages for nonconforming tender or delivery or other default by a lessor is the loss resulting in the ordinary course of events from the lessor's default as determined in any manner that is reasonable together with incidental and consequential damages, less expenses saved in consequence of the lessor's default.
- (4) Except as otherwise agreed, the measure of damages for breach of warranty is the present value at the time and place of acceptance of the difference between the value of the use of the goods accepted and the value if they had been as warranted for the lease term, unless special circumstances show proximate damages of a different amount, together with incidental and consequential damages, less expenses saved in consequence of the lessor's default or breach of warranty.

Amended by Chapter 272, 2007 General Session