

**58-2547. Same; prohibited terms and conditions; damages.** (a) No rental agreement may provide that the tenant or landlord:

- (1) Agrees to waive or to forego rights or remedies under this act;
- (2) authorizes any person to confess judgment on a claim arising out of the rental agreement;
- (3) agrees to pay either party's attorneys' fees; or
- (4) agrees to the exculpation or limitation of any liability of either party arising under law or to indemnify either party for that liability or the costs connected therewith, except that a rental agreement may provide that a tenant agrees to limit the landlord's liability for fire, theft or breakage with respect to common areas of the dwelling unit.

(b) A provision prohibited by subsection (a) included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by such landlord to be prohibited, the tenant may recover actual damages sustained by such tenant.

**History:** L. 1975, ch. 290, § 8; July 1.