

## PARTIAL PAYMENT NON-WAIVER AGREEMENT AND PROMISSORY NOTE

In consideration of my occupancy after \_\_\_\_\_, 20\_\_ (due date), I, \_\_\_\_\_  
 \_\_\_\_\_, promise to pay \_\_\_\_\_ (Landlord) my  
 unpaid rent in the amount of \$\_\_\_\_\_, payable as follows:

\$\_\_\_\_\_ is payable immediately upon the signing of this agreement.

| DATE DATE | AMOUNT/RENT DUE | LATE CHARGES | TOTAL (INCLUDING TAX) | PAID THROUGH DATE | INITIALS OF RESIDENT (when pymt is made) |
|-----------|-----------------|--------------|-----------------------|-------------------|--|
|           |                 |              |                       |                   |  |
|           |                 |              |                       |                   |  |
|           |                 |              |                       |                   |  |

All Payments must be made in certified funds.

I understand and agree that the Landlord does not waive his/her rights under the law or the Rental Agreement. I re-affirm my agreement to pay all future rent not later than the first (1st) of each month. I also understand and agree that I am currently in default of my Rental Agreement.

I understand that my failure to make any of the above stated payments on the past due rent owed will constitute a default of this Partial Payment Non-Waiver Agreement. I understand that I am subject to a Judgment (if no Judgment has been entered) and the premises are subject to a lock-out through a Writ of Restitution without further notification by the Landlord if this matter has already proceeded to Judgment.

Furthermore, I understand that, in consideration for being allowed to make a partial payment, this agreement shall be deemed the Five-Day Notice requirement of A.R.S. § 33-1368, receipt of which is hereby acknowledged. I understand I will be liable for late fees, attorney fees, court costs, lease break fees and rental concessions.

\_\_\_\_\_  
 Resident Name (printed)

\_\_\_\_\_  
 Resident Signature

\_\_\_\_\_  
 Resident Phone Number

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Landlord/Representative

\_\_\_\_\_  
 Date