

****NON-WAIVER AGREEMENT****

This Non-Waiver Agreement (the "Agreement") is entered into on this _____, by and between _____ with a mailing address of _____ (the "Landlord"), and _____ with a mailing address of _____ (the "Tenant").

****Recitals****

WHEREAS, the Tenant is currently leasing the property located at _____ (the "Premises") under a lease agreement dated _____ (the "Lease");

WHEREAS, the Tenant has accrued unpaid rent amounting to \$_____ as of _____];

WHEREAS, the Tenant desires to make partial payments to cure the rent arrears without the Landlord waiving their right to pursue eviction for non-payment of rent under the Lease and the Alabama Landlord Tenant Act § 35-9A-424;

NOW, THEREFORE, the parties agree as follows:

1. ****Partial Payments:**** The Tenant agrees to make partial payments toward the total rent arrears as follows:

- Payment 1: _____: \$_____
- Payment 2: _____: \$_____
- Payment 3: _____: \$_____
- Payment 4: _____: \$_____

2. ****Non-Waiver:**** The Landlord's acceptance of partial payments does not constitute a waiver of the Landlord's right to pursue all available legal remedies, including eviction, for the Tenant's failure to pay the full amount of rent when due under the Lease. The Landlord retains the right to initiate eviction proceedings during or after the completion of these partial payments if the Tenant fails to comply with the terms of this Agreement or the Lease.

3. ****No Modification of Lease:**** This Agreement is a temporary arrangement and does not amend or supersede any terms of the Lease except as explicitly set forth herein. All other terms of the Lease remain in full force and effect.

4. ****Acknowledgment:**** The Tenant acknowledges that failure to make the agreed-upon payments in full and on time may result in the Landlord pursuing eviction and other legal remedies as allowed by the Lease and applicable law.

5. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

6. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Waiver Agreement as of the date first written above.

_____ Date: _____
Landlord: _____

_____ Date: _____
Tenant: _____