

PARTIAL PAYMENT - NONWAIVER AGREEMENT

Landlord:

Tenant(s):

Tenant desires to make a partial payment of the rent due. Tenant understands and agrees that Landlord's acceptance of the following partial payment shall not waive any rights of the Landlord to demand full payment at any time, including late charges, and all other sums Landlord may be entitled to under the law. This Agreement is entered into in accordance with A.R.S. §33-1371. Be advised, late charges will continue, and, unless otherwise agreed in writing by Landlord's agent, a special detainer court proceeding will proceed or may be instituted for non-payment of rent. Tenant agrees that acceptance of partial payment of the rent due does not waive any rights of the landlord to proceed under any pending notice of non-compliance by the tenant; tenant must remedy any non-compliance in accordance with the non-compliance notice.

Tenant is specifically advised that tenant's right to occupancy will be terminated five days after any previous notice to pay rent, or if no previous notice was given, then tenant's right to occupancy will be terminated five days after this notice, if the following amounts are not paid in accordance herewith.

ALL PAYMENTS MUST BE CERTIFIED FUNDS OR MONEY ORDER ONLY

Your balance is Due as follows: \$ _____ (total due as of date of signing)

| <u>Date Due</u> | <u>\$ Amount</u> | <u>Date Due</u> | <u>\$ Amount</u> |
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The Landlord and Tenant hereby agree to the terms and conditions hereof regarding the acceptance of the partial payment.

By: _____
Landlord's Agent

Tenant(s)

DATE: _____

Tenant(s)