

## PARTIAL PAYMENT NONWAIVER AGREEMENT

Date: \_\_\_\_\_

LANDLORD:

TENANT(S):

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Tenant desires to make a partial payment of the rent due. Tenant understands and agrees that the landlord's acceptance of the following partial payment shall not waive any rights of the landlord to demand full payment any time, including late charges, and all other sums the 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 upon in writing by the landlord or the landlord's agent, a special detainer court proceeding will proceed or may be instituted for non-payment of rent. Tenant agrees that acceptance of this 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 the 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)

Date Due	\$ Amount	Date Paid	Date Due	\$ Amount	Date Paid

The landlord and tenant hereby agree to the terms and conditions hereof regarding the acceptance of the partial payment.

 \_\_\_\_\_  
 Landlord's Agent

 \_\_\_\_\_  
 Tenant(s)


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