

# NON-WAIVER AGREEMENT

## (PARTIAL PERFORMANCE ACCEPTANCE)

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

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By staying after \_\_\_\_/\_\_\_\_/ 20\_\_\_\_ and with the Landlord agreeing to accept my rent payment, I understand that my Landlord is not giving up any legal rights to take legal action, including an eviction, under Arizona law for breach of my lease mentioned in the notice from my Landlord dated \_\_\_\_/\_\_\_\_/ 20\_\_\_\_.

I agree that, by allowing me to pay my rent and accepting my statement that I have fully remedied the violation by the date of this Non-Waiver Agreement, my Landlord will hold off on filing eviction unless I act in bad faith or the violation happens again. This does not mean my Landlord is giving up the right to take action or provide more notice.

I fully understand and agree that my Landlord is not waiving their rights under the law or the Rental Agreement by accepting my payment. I promise to pay all future rent on time and acknowledge that I am currently in default of my Rental Agreement.

If I don't fully comply with the prior breach notice(s), my Landlord can immediately file for eviction. I also understand that the property can be locked out through a Writ of Restitution without further notice if this has already gone to Judgment.

By being allowed to make this partial payment, I agree that the notice requirement of A.R.S. 33-1368 is waived, and any default on my part will lead to eviction. I understand I will be responsible for late fees, attorney fees, court costs, lease break fees, and any rental discounts.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date