

PARTIAL PAYMENT NON-WAIVER AGREEMENT AND PROMISSORY NOTE

In consideration of my occupancy after _____, 20____ (due date), I, _____ ("Tenant"), promise to pay _____ ("Landlord") my unpaid rent of \$_____, to be paid as follows:

\$_____ is due immediately upon the signing of this Agreement.

Date Due	Amount/ Rent Due	Late Charges	Total (including tax)	Paid Thru Date	Resident initial when each payment is made

All payments must be made in certified funds.

I understand and agree that the "Landlord" is not giving up any rights under the law or the Rental Agreement. I promise to pay all future rent by the first (1st) of each month.

I understand that I am currently breaking the terms of my Rental Agreement.

If I don't make the payments listed above for the past due rent, I understand this will break the terms of this Partial Payment Non-Waiver Agreement. I also understand that if no Judgment has been made yet, I could face a Judgment. If Judgment has already been made through an eviction action, the landlord can lock me out through a Writ of Restitution without giving me an additional notice.

I also understand that by allowing me to make a partial payment, this agreement counts as the five-day notice required by ARS § 33-1368, and I agree I have received this notice. I understand I will be responsible for late fees, attorney fees, court costs, lease break fees, and rental discounts.

Resident's Name (Printed)

Daytime Phone #

Resident's Name (Signed)

Date:

Landlord's Representative

Property Address