

PARTIAL PAYMENT NON-WAIVER AGREEMENT AND PROMISSORY NOTE

In consideration of my occupancy at _____
 after the due date of _____, I, _____, promise to pay
 _____ (Landlord) my unpaid rent in the amount of \$_____, payable as
 follows:

\$_____ payable immediately upon the signing of this Agreement.

DATE DUE	AMOUNT DUE	LATE CHARGES	TOTAL INCLUDING TAXES	PAID THROUGH DATE	TENANT'S INITIALS UPON PAYMENT

All Payments must be made in certified funds. I understand and agree that Landlord does not waive his/her rights under the law or the Rental Agreement. I re-affirm my agreement to pay all future rent not later than the first (1st) of each month. I also understand and agree that I am currently in default of my Rental Agreement.

___ A judgment has NOT been entered against me yet. I understand that my failure to make any of the above-stated payments on the past due rent owed will constitute a default of this Partial Payment Non-Waiver Agreement, and that the landlord may proceed to court to obtain a judgment without issuing any further notices to me.

___ A judgment HAS been entered against me. I understand that my failure to make any of the above stated payments on the past due rent owed will constitute a default of this Partial Payment Non-Waiver Agreement, and the premises will be subject to a lock-out through a Writ Of Restitution without further notification by the Landlord.

Furthermore, I understand that, in consideration for being allowed to make a partial payment, this agreement shall be deemed the five day notice requirement of ARS § 33-1368, receipt of which is hereby acknowledged. I understand I will be liable for late fees, attorney fees, court costs, lease break fees and rental concessions.

Printed name of Tenant

Signature of Tenant

Tenant's Phone Number

Date

Signature of Landlord or Landlord's Agent

Date