

## NON-WAIVER AGREEMENT

In consideration of my occupancy after \_\_\_\_\_, 20\_\_ and the acceptance of my rent payment in the amount of \$\_\_\_\_\_, I \_\_\_\_\_ (Tenant) hereby agree that my landlord \_\_\_\_\_ (Landlord) has not waived any rights to proceed with an eviction under the \_\_\_\_\_(type of notice) notice dated \_\_\_\_\_, 20\_\_ for an alleged breach of my lease by me for the following alleged violation(s): \_\_\_\_\_

I agree, that by allowing me to pay my rent and by accepting my avowal that the above said violation has been fully rectified by the date of the signing of this Non-Waiver, my landlord will wait to file any eviction action unless and until said violation occurs again without waiving any right to proceed or requiring any additional notice to me.

I understand and agree that Landlord does not waive its rights under the law or the Rental Agreement. I re-affirm my agreement to pay all future rent not later than the first of each month. I also understand and agree that I am currently in default of my Rental Agreement.

I understand that my failure to fully comply with any previous breach notice shall be grounds to immediately file for the appropriate type of eviction action. I understand that the premises are subject to a lock-out through a Writ of Restitution without further notification by the Landlord if this matter has already proceeded to Judgment.

Furthermore, I understand that, in consideration for being allowed to make a partial performance, this agreement shall waive the notice requirement of ARS 33-1368 and that any default will result in an eviction action. I understand I will be liable for late fees, attorney fees, court costs, lease break fees and rental concessions.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date