

PARTIAL PAYMENT NON-WAIVER AGREEMENT AND PROMISSORY NOTE

In consideration of my occupancy after _____, 20____ (due date), I, _____, promise to pay _____ (“Landlord”) my unpaid rent in the amount of \$_____, payable as follows:
 \$_____ is payable 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 “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 (1st) of each month. I also understand and agree that I am currently in default of my Rental Agreement.

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. I understand that I am subject to a Judgment (if no Judgment has been entered) and the premises is 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 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.

 Resident Name *Printed*

 Day-Time Phone #

 Resident’s *Signature*

 Date

 “Landlord” Representative

 Apartment # Date