

NON-WAIVER AGREEMENT

(ACCEPTANCE OF PARTIAL PERFORMANCE)

Date: ___ / ___ / 20__

TENANT: _____ UNIT: _____

In consideration of my occupancy after ___ / ___ / 20__ and Landlord hereby agreeing to accept my rental payment upon the execution of this Agreement, I hereby knowingly agree that my Landlord has not waived any rights to proceed with any legal action, including an eviction, under the Arizona Residential Landlord and Tenant Act for the alleged breach of my lease as referenced in the breach notice dated ___ / ___ / 20__ that was issued by my Landlord.

I agree, that by allowing me to pay my rent and by accepting my avowal that any prior 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 I have acted in bad faith and/or until said violation occurs again without waiving any right to proceed or requiring any additional notice to me.

I fully understand and agree that my Landlord does not waive their rights under the law or the Rental Agreement in accepting my payment. I re-affirm my agreement to pay all future rent on the day it is due, and I acknowledge and agree that I am currently in default of my Rental Agreement.

I understand that my failure to fully comply with any prior breach notice(s) 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 **A.R.S. 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