

PARTIAL PAYMENT AGREEMENT

Agreement to Tender and Accept Partial Rent Payment

Amount Presently Due:

Partial Payment:

Balance Due:

Balance Due Date:

Rental Property Address:

The **Amount Presently Due** is delinquent. Your **Partial Payment** is hereby accepted by Landlord, leaving a **Balance Due** on the **Balance Due Date**. Acceptance hereof and your continued tenancy are conditioned upon the following:

- a. By accepting this **Partial Payment**, the Landlord **does not** waive any legal rights, including, but not limited to, the right to collect the total amount due under the rental agreement, including late charges and interest, and the right to bring an action for possession of the rental unit. If payment is accepted after entry of a Special/Forcible Detainer Judgment, unless otherwise provided herein, landlord may obtain and have served/executed a Writ of Restitution five calendar days after entry of Judgment. This Agreement is for the benefit of all tenants and, by signing below, Tenant agrees hereto on behalf of all other tenants.
- b. Acceptance of the **Partial Payment** does not effect a waiver (express or implied) of the "Time is of the Essence" provision of your rental agreement. Your **Partial Payment** shall be applied as follows: first, to legal fees and court costs, then to accrued interest on any amounts owed to the landlord, then to late fees, then to amounts owed for damages to the property, then to any other amounts owed by the tenant to the landlord, then to unpaid past due rent, and finally to prepaid rent. The **Balance Due** must be paid by the **Balance Due Date**.
- c. Upon default hereof by tenant, Landlord may proceed with legal action to recover past rent, damages, possession of the leased premises and/or any other relief permissible by law or under the rental agreement.
- d. If previously served with a "Notice to Pay or Quit," acceptance by the Landlord of this **Partial Payment** *will not* restart the time running for compliance and, pursuant to A.R.S. § 33-1371(B), no additional notice under A.R.S. § 33-1368(B) shall be required.
- e. Other: _____

Your signature below indicates that you understand and voluntarily agree to remit full payment of the **Balance Due**, plus accrued charges, no later than the **Balance Due Date**.

(Signature of Tenant)

(Date)

Partial payment is accepted by the landlord based upon the promises and representations made above by tenant.

(Landlord or agent for Landlord)

(Date)