

**PARTIAL PAYMENT WAIVER AGREEMENT
AND PROMISSORY NOTE
(TERMINATION FOR NON-PAYMENT)**

In consideration of my occupancy after _____, I promise to pay _____ my unpaid rent in the amount of _____, which includes property assessed late charges of _____, payable as follows:

DATE DUE:	AMOUNT:	PAID THRU DATE:
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In accordance with A.R.S. Sec 33-1371, I understand and agree that Management does not waive its right under law or under my Rental Agreement. I re-affirm my agreement to pay rent no later than the First day of each month. I also understand and agree that I am currently in default on the payment of my rent.

Pursuant to Article 5, Chapter 10, 33-1368 (B), as amended, I am hereby notified that my failure to pay the above amount plus the _____ per day for each additional day my rent is delinquent, within five (5) days from the date hereof my rent is not paid in full or if I do not make all payments according to the schedule above without further act or notice by Management will result in termination of my rental agreement.

I further agree...An eviction action can be filed without further notice, or, in the event a Judgment has already been issued, A Writ of Restitution can be filed without further notice. Furthermore, if my occupancy beyond the termination date is intentional, then pursuant to A.R.S. Sec. 33-1375, as amended, I may also be subject to twice my monthly rent or twice Management's actual damages, whichever is greater.

I further agree that, _____ (Owner/Agent), by entering into this agreement, is not waiving its legal remedies against me for the possession of the premises, including commencing a Forcible Detainer action to regain possession of the premises and obtain a Judgment for accrued and unpaid rent, or if Judgment has been entered, re-taking possession of the premises, pursuant to a Writ of Restitution if necessary, should I default the terms and conditions herein. I further waive any and all rights I may have under A.R.S. Sec. 33-1371.

Dated this day _____ 2008.

BY: _____

TITLE: _____