

# ARIZONA FIVE-DAY NOTICE TO PAY OR QUIT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Arizona

Date: \_\_\_\_\_

Notice to Tenant(s),

Pursuant to Arizona Revised Statutes, Title 33, Chapter 10, Sec 33-1368 (B), you are hereby tendered five-day written notice to remit all due, but as yet unpaid, rent and other amounts owing, in the amount of: \$ \_\_\_\_\_ (Calculated through today). The stated amount is calculated as follows:

\$ \_\_\_\_\_ Rent from \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ Late Charges  
\$ \_\_\_\_\_ Fee for preparing and serving Five-Day Notice  
\$ \_\_\_\_\_ Other  
\$ \_\_\_\_\_ **TOTAL**

**The stated "TOTAL" is exclusive of future accruing costs. Daily late fees may accrue until payment is received.** In the event full payment is not tendered within five calendar days after receipt of this notice, your right to possess and occupy the premises will be terminated and an eviction action filed against you to recover possession of the premises, rent, late fees, and any other amounts due under the rental agreement or available by law, including attorney's fees and court costs. Full payment within the five-day period will reinstate the rental agreement. **Assuming this letter is received on the date specified above, the fifth day falls on \_\_\_\_\_.** Alternatively, you may vacate the premises on or before the fifth day. Vacating the premises, however, will not relieve you from liability for the outstanding balance.

\_\_\_\_\_  
Landlord or Agent for Landlord

This notice delivered this date \_\_\_\_\_ via:

\_\_\_\_ Certified mail  
\_\_\_\_ Regular first class mail  
\_\_\_\_ Hand delivered  
\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_ Acknowledgment of hand delivery and receipt hereof:

\_\_\_\_\_  
(Signature of Tenant)

\_\_\_\_\_  
(Date)

Service of this notice may be accomplished certified or registered mail, hand-delivery, process server, etc.; the five days to tender payment shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.

# ACCEPTANCE OF PARTIAL PAYMENT and NON-WAIVER AGREEMENT

To: \_\_\_\_\_  
 Owner/Owner's agent

Re: \_\_\_\_\_

Address: \_\_\_\_\_

Apt. No. \_\_\_\_\_

Date: \_\_\_\_\_

I/We acknowledge that rent was due and payable on \_\_\_\_\_, and is now in default in the total amount of \$\_\_\_\_\_. I/We ask to pay this amount in the following manner:

Amount \$	Date Due:	Comment: 1 <sup>st</sup> partial payment
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I/We understand that the total amount must be paid in full prior to the date of any forcible detainer hearing now scheduled.

In accordance with **A.R.S. § 33-1371**, it is hereby understood and agreed that by acceptance of any partial payment, management does not waive its right under law of the rental agreement. I/We understand and agree that failure to pay any of the amounts stated herein by the date so specified shall cause the total amount to become immediately due and payable in full and also entitle management to continue or immediately commence legal proceedings, through forcible detainer action, without further demand.

\_\_\_\_\_  
 Resident

\_\_\_\_\_  
 Resident

Received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
 Owner/Owner's Agent