

227 (10/14)

# PARTIAL PAYMENT AGREEMENT



DATE: \_\_\_ - \_\_\_ - \_\_\_

TENANT NAME(S): \_\_\_\_\_

RENTAL ADDRESS: \_\_\_\_\_ UNIT# \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**LANDLORD AGREES TO THE PARTIAL PAYMENT OF RENT BY TENANT(S) ON THE FOLLOWING TERMS AND CONDITIONS.**

Monthly Rent: \$ \_\_\_\_\_

Late Charge: \$ \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_

**Balance of Rent Due:** \$ \_\_\_\_\_

**Tenant(s) agree to pay the balance of rent due by** \_\_\_ - \_\_\_ - \_\_\_, \_\_\_:\_\_\_ **am/pm**  
Circle one

If tenant(s) fail to pay the balance of rent due by the above date and time, landlord may proceed to terminate tenant(s)' rental agreement for nonpayment of rent.

If a nonpayment of rent notice has not been served prior to landlord's acceptance of the partial rent payment described above, landlord may serve a nonpayment of rent notice for the balance of the rent due provided the notice is served no earlier than landlord would otherwise be permitted to serve a nonpayment of rent notice and the notice provides that tenant(s) may avoid termination if tenant(s) pay the balance of rent due by the date and time indicated above or the date and time indicated in the nonpayment of rent notice, whichever is later.

If a nonpayment of rent notice has been served on tenant(s) prior to landlord's acceptance of the partial payment of rent, the parties agree that the landlord's acceptance of such payment does not constitute a waiver and the landlord may proceed to terminate the rental agreement and take possession of the premises as permitted by ORS 105.105 to 105.168 without serving a new nonpayment of rent notice if tenant(s) fail to pay the balance of the rent due by the date and time indicated above.

X \_\_\_\_\_  
Landlord/Owner/Agent Date

X \_\_\_\_\_  
Tenant Date

X \_\_\_\_\_  
Tenant Date



X \_\_\_\_\_  
Tenant Date

X \_\_\_\_\_  
Tenant Date