| State of \_\_\_\_\_\_\_\_\_\_ |  |
| --- | --- |

| **TENANT ESTOPPEL CERTIFICATE** |
| --- |

This Tenant Estoppel Certificate ("Certificate") is made this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_ by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”). The Tenant hereby certifies the following:  
  
**1. Lease Agreement.** Tenant and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”) entered into a (Check one): ☐ Lease Agreement ☐ Commercial Lease Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Lease") for the rental of the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Premises").  
  
**2. Lease Status.** Tenant confirms that the Lease is in full force and effect and has not been modified, supplemented, or amended in any way.  
  
**3. Lease Term.** (Check one)  
  
☐ The Lease term commenced on \_\_\_\_\_\_\_\_\_\_\_\_\_ [Lease Start Date] and will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_ [Lease End Date], unless extended or terminated in accordance with the Lease. (Check one)

☐ Tenant has no option to renew or extend the Lease.  
☐ Tenant has the option to renew or extend the term of the Lease as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐ The Lease term commenced on \_\_\_\_\_\_\_\_\_\_\_\_\_ [Lease Start Date] and continues month-to-month until either Landlord or Tenant terminates the Lease by providing the other party with proper written notice of termination. **4. Rent.** Tenant’s current (Check one) ☐ monthly ☐ yearly ☐ other: \_\_\_\_\_\_\_\_\_\_ rent under the Lease is $\_\_\_\_\_\_\_\_\_\_, payable on the \_\_\_\_\_\_ day of the payment period. The rent has been paid through \_\_\_\_\_\_\_\_\_\_ [Last payment date], and Tenant affirms that no rent has been prepaid beyond this date.

**5. Security Deposit.** Tenant has paid a security deposit of $\_\_\_\_\_\_\_\_\_\_, which is currently held by the Landlord. No other deposits, prepayments, or other sums have been made by the Tenant, except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
**6. No Defaults.** Tenant is not in default under the Lease, nor does Tenant have knowledge of any defaults by the Landlord under the Lease.

**7. Condition of Premises.** Tenant acknowledges that the Premises are in good condition and repair, except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**8. Tenant Claims.** Tenant has no claims, defenses, or offsets against the Landlord or under the Lease, except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**9. Subleases and Assignments.** Tenant has not sublet or assigned the Premises, nor transferred any part of the Lease, except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**10. No Other Agreements.** There are no other agreements, oral or written, between the Tenant and the Landlord, other than those explicitly stated in the Lease or this Certificate.

**11. Option to Purchase.** Tenant owns no options to purchase the Premises or rights of first refusal or other rights to buy an interest in the Premises.

**12. Other Information.** The Lease has not been mortgaged, or otherwise transferred by Tenant, and Tenant has not given any third party any rights or interest in the Lease, except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This Certificate is provided with the knowledge that it will be relied upon by the Landlord, lenders, and/or potential purchasers of the Premises.

IN WITNESS WHEREOF, Tenant has executed this Tenant Estoppel Certificate on the date first written above.  
  
  
(If the tenant is an individual):

|  |  |  |
| --- | --- | --- |
| **Tenant** Signature |  | **Tenant** Full Name |

(If the tenant is an entity):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tenant** Full Name |  | **Representative** Signature |  | **Representative** Name and Title |

**NOTARY ACKNOWLEDGMENT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 20\_\_\_\_\_\_ before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it.

Notary Seal

(Signature of Notary Public)

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_