

TENANT ESTOPPEL CERTIFICATE

NOTE: This form is used by an escrow officer or owner's broker when handling the sale or refinance of a tenant-occupied property which is contingent on confirmation of rents, deposits and other leasing arrangements between the tenant and owner, to provide the buyer or lender a summary of the financial and possessory terms of the tenant's lease agreement and whether the owner and tenant have fully performed their obligations.

DATE: _____, 20____, at _____

Items left blank or unchecked are not applicable.

FACTS:

1. This certificate pertains to terms and conditions under the following agreement:

Lease agreement Month-to-month rental agreement _____

- 1.1 dated _____, 20____, at _____
1.2 entered into by _____ as the Landlord,
1.3 and _____, as the Tenant,
1.4 regarding real estate referred to as _____

STATEMENT:

Tenant certifies as follows:

2. The rental or lease agreement is:
 Unmodified and in effect.
 Modified and in effect under a modification agreement dated _____, 20____.
3. Tenant is in possession of the premises, and has not assigned or sublet any portion of the premises, except _____.
4. If the agreement is a lease, the current term is for _____ years, ending _____, 20____.
4.1 Lease term under all renewal/extension options will run until _____, 20____.
4.2 Tenant holds no privilege to terminate the lease prior to its expiration.
5. The amount of monthly rent is \$_____
5.1 No incentives, bonuses, free rent, discounts or refunds on the rental amount were given Tenant, except _____.
5.2 Rent is paid through the period ending _____, 20____.
5.3 Tenant has not prepaid future rent, except the amount of \$_____ for the rental period of _____.
5.4 No Tenant liens, claims, offsets or charges exist against Landlord, except _____.
6. A security deposit of \$_____ is held by Landlord to cover any expenses or losses caused by Tenant's breach of the agreement.
7. Personal property in Tenant's possession and owned by Landlord includes _____.
8. Any improvements required to have been made by Landlord or Tenant have been satisfactorily completed.
9. No breach of the agreement by Landlord or Tenant presently exists, except _____.
10. Tenant holds no contract, option or right of first refusal or other right to buy any interest in the real estate.
10.1 Tenant holds no right to lease additional or substitute space in the real estate.
11. Tenant has caused no lien or encumbrance to attach to the leasehold interest in the property.
12. Tenant understands this certificate will be relied on by a buyer of the property or a lender secured by the real estate.
13. _____

I certify the above is true and correct.

Date: _____, 20____

Tenant's Name: _____

Signature: _____

Phone: _____ Fax: _____