

# TENANT ESTOPPEL CERTIFICATE

This certificate pertains to the  Fixed Lease Agreement  Month-to-Month Lease Agreement, referred to as the "Lease Agreement", for the property located at (Street) \_\_\_\_\_  
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ ("Premises")  
between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant").

The undersigned Tenant hereby certifies as follows:

## I. Lease Terms:

- The lease constitutes the complete agreement regarding the Premises between the Landlord and Tenant. There are no other agreements, provisions, options, or rights existing between Landlord and Tenant with respect to the Premises.
  - The Lease Agreement has not been modified and is in effect as originally written.
  - The Lease Agreement was modified on \_\_\_\_\_ (date) as specified below:  
\_\_\_\_\_  
\_\_\_\_\_
- The term of the lease is:
  - Month-to-Month and began on \_\_\_\_\_, 20\_\_\_\_.
  - Fixed Lease Agreement is a total length of \_\_\_\_\_ year(s), \_\_\_\_\_ month(s) ending on the \_\_\_\_\_.
- Current monthly base rent: \$ \_\_\_\_\_.  
In addition to monthly rent, the Tenant:
  - does not pay any other fees to the Landlord.
  - pays \$ \_\_\_\_\_ for \_\_\_\_\_.
- The Tenant has paid all rent due through \_\_\_\_\_ (date).
- Future rents.
  - The Tenant has not prepaid any future rent.
  - The Tenant has paid future rent in the amount of \$ \_\_\_\_\_ paid through \_\_\_\_\_ (date).
- The Landlord pays for the following utility services:
  - Water  Electric  Gas  Waste Disposal  Sewer  Other: \_\_\_\_\_.
- The Tenant pays for the following utility services:
  - Water  Electric  Gas  Waste Disposal  Sewer  Other: \_\_\_\_\_.
- The Landlord owns the following appliances:
  - Stove  Refrigerator  Washer/Dryer  Microwave  Other: \_\_\_\_\_.
- The Tenant owns the following appliances:
  - Stove  Refrigerator  Washer/Dryer  Microwave  Other: \_\_\_\_\_.

II. The Tenant represents that, at the date of this letter, the original lease remains in full force and effect and that Tenant is the actual occupant, in possession of the Premises and has not assigned, transferred or hypothecated its interest under the Lease.

III. All obligations of Landlord under the Lease have been fully performed and Landlord is not in default under any term of the Lease.

IV. Tenant has not received any free rent or rent concessions of any kind, except as specified below:

\_\_\_\_\_  
\_\_\_\_\_

V. Tenant has not filed and is not subject to any filing for bankruptcy.

VI. Tenant represents that Tenant is not in default of the performance of any obligations under the Lease, in not in breach of lease and has not received any notice of default under the Lease, which has not been cured.

VII. All obligations of the Landlord under the lease have been fully performed, any and all construction or improvement obligations under the lease have been performed and Landlord is not in default under any term of the Lease. To the best knowledge of the Tenant, no default exists on the part of the Landlord or the Tenant and that there are no verbal or written agreements with respect to the Premise, except as set forth above.

VIII. Tenant understands that a lender may make a loan secured in whole or part by the Premises, and that if Lender does so, Lender's action will be in material reliance on this Estoppel Certificate, and/or a buyer may acquire the Premises or the building in which the Premises is located, and if buyer completes the purchase, buyer will do so in material reliance on this Estoppel Certificate.

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

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

\_\_\_\_\_  
By Title \_\_\_\_\_

**Receipt Acknowledged:**

\_\_\_\_\_  
Landlord or Manager Signature Date \_\_\_\_\_

\_\_\_\_\_  
By Title \_\_\_\_\_

# CERTIFICATE OF ACKNOWLEDGMENT

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

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

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

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State of State, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**Signature** \_\_\_\_\_

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

(Seal)