

TENANT ESTOPPEL CERTIFICATE

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This Tenant Estoppel Certificate (this "**Certificate**") is given as of [DATE] by [TENANT LEGAL NAME], a [STATE] [ENTITY TYPE OR "individual"] ("**Tenant**"), with respect to the lease described below for the premises located at [PREMISES ADDRESS, INCLUDING SUITE/UNIT], [CITY, STATE, ZIP] (the "**Premises**"), which form part of the property commonly known as [PROPERTY NAME / ADDRESS] (the "**Property**").

This Certificate is given to and for the benefit of [RECIPIENT LEGAL NAME — e.g., PROSPECTIVE PURCHASER, LENDER, OR LANDLORD] and its successors and assigns (the "**Recipient**"), in connection with the Recipient's [PURCHASE OF / LOAN SECURED BY / OTHER TRANSACTION INVOLVING] the Property.

Tenant, the current landlord under the Lease ([LANDLORD LEGAL NAME], the "**Landlord**"), and the Recipient are each referred to as a "**Party**."

Recitals. Tenant occupies the Premises under a written lease. The Recipient is entering into a transaction concerning the Property and has asked Tenant to confirm certain facts about the Lease so the Recipient can rely on them. Tenant gives this Certificate knowing that the Recipient will rely on it. In consideration of the Recipient's reliance and for other good and valuable consideration, Tenant certifies the statements below to be true and accurate as of the date of this Certificate.

1. The Lease

1.1 Identification. Tenant leases the Premises under that certain lease dated [LEASE DATE], between Landlord (or its predecessor) and Tenant (or its predecessor), as amended, modified, or supplemented by the documents listed in Section 1.2 (collectively, the "**Lease**").

1.2 Amendments. The Lease has been amended, modified, or supplemented only as follows (or "none"): [LIST AMENDMENTS WITH DATES, OR "NONE"].

1.3 Full agreement. The Lease, together with the amendments listed in Section 1.2, is the complete agreement between Landlord and Tenant for the Premises, and there are no other promises, agreements, or understandings, written or oral, that modify the Lease, except as stated in this Certificate.

2. Term and Possession

2.1 Commencement and expiration. The term of the Lease commenced on [COMMENCEMENT DATE] and, unless sooner terminated or extended, expires on [EXPIRATION DATE].

2.2 Possession. Tenant has accepted and is in full possession of the Premises and is open and operating, except as follows (or "no exceptions"): [EXCEPTIONS OR "NONE"].

2.3 Renewal and extension rights. Tenant has the following renewal, extension, or expansion options under the Lease (or "none"): [DESCRIBE OR "NONE"].

3. Rent and Other Charges

3.1 **Current base rent.** The current monthly base rent under the Lease is \$[AMOUNT], and Tenant has paid base rent through [DATE PAID THROUGH].

3.2 **Additional charges.** Tenant currently pays the following additional or recurring charges (e.g., common-area maintenance, taxes, insurance): [DESCRIBE OR "NONE"].

3.3 **Prepaid rent.** Tenant has not prepaid rent more than one month in advance, except as follows: [DESCRIBE OR "NONE"].

3.4 **Free rent and concessions.** There are no unexpired rent abatements, free-rent periods, tenant-improvement allowances, or other concessions owed to Tenant, except as follows: [DESCRIBE OR "NONE"].

4. Security Deposit

4.1 **Deposit held.** Landlord holds a security deposit of \$[AMOUNT] under the Lease (or "no security deposit is held"), together with any letter of credit or other security described here: [DESCRIBE OR "NONE"].

5. Status of Obligations and Defaults

5.1 **Landlord performance.** To Tenant's actual knowledge, Landlord has performed all of its obligations under the Lease that are currently due, and Landlord is not in default, except as follows: [DESCRIBE OR "NONE"].

5.2 **Tenant performance.** Tenant is not in default under the Lease, and no event has occurred that, with notice or the passage of time, would become a default by Tenant, except as follows: [DESCRIBE OR "NONE"].

5.3 **No offsets or claims.** Tenant has no current claims, offsets, defenses, or credits against rent or other charges under the Lease, except as follows: [DESCRIBE OR "NONE"].

5.4 **No pending disputes.** There are no pending or, to Tenant's actual knowledge, threatened legal proceedings between Tenant and Landlord relating to the Lease or the Premises, except as follows: [DESCRIBE OR "NONE"].

6. Other Rights Affecting the Property

6.1 **No purchase or first-refusal rights.** Tenant has no option to purchase, right of first refusal, or right of first offer with respect to the Premises or the Property, except as follows: [DESCRIBE OR "NONE"].

6.2 **No assignment or sublease.** Tenant has not assigned, sublet, transferred, or encumbered the Lease or its interest in the Premises, except as follows: [DESCRIBE OR "NONE"].

7. Reliance and General Provisions

7.1 **Reliance.** Tenant gives this Certificate knowing that the Recipient, the Recipient's lender, and their respective successors and assigns will rely on it in connection with the transaction described above, and Tenant intends them to rely on it.

7.2 **No modification of the Lease.** This Certificate confirms facts about the Lease. It does not amend the Lease, expand or reduce Tenant's rights, or create new obligations beyond those in the Lease, except that Tenant is bound by the factual statements it has certified.

7.3 **Limited knowledge qualifier.** Statements made "to Tenant's actual knowledge" are limited to the present, actual knowledge of the individual signing on Tenant's behalf, without any duty of independent investigation.

7.4 Authority. The individual signing this Certificate represents that he or she is duly authorized to execute it on behalf of Tenant.

7.5 Governing law. This Certificate is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules.

7.6 Counterparts and electronic signature. This Certificate may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

TENANT. The undersigned certifies that the statements in this Certificate are true and accurate as of the date first written above and that the undersigned is authorized to sign on Tenant's behalf.

TENANT

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE OR N/A]**

Date: _____

LANDLORD ACKNOWLEDGMENT (optional). Landlord confirms it is not aware of any inaccuracy in the statements above.

LANDLORD

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE OR N/A]**

Date: _____

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