

ASSOCIATION OF REALTORS TENANT ESTOPPEL CERTIFICATE

Tenant: _____
 Premises: _____

To whom it may concern: The undersigned is the Tenant of the above premises and makes the following representations:

1. LEASE TERMS:

- A. If checked) A copy of the Lease is attached hereto.
- B. Date of the Lease: _____
- C. Name of the current Landlord: _____
- D. Name of the current Tenant: _____
- E. Current monthly base rent: \$ _____, paid through: _____
- F. Security deposit: \$ _____ Other deposits: \$ _____
- G. Expiration date of current term: _____

- H. Number and Location of Parking Spaces: _____
- I. Number and Location of Storage Spaces: _____
- J. Who pays utilities services: **Water:** Landlord Tenant; **Electric:** Landlord Tenant; **Gas:** Landlord Tenant; **Waste Disposal:** Landlord Tenant; **Gardener:** Landlord Tenant; **Sewer:** Landlord Tenant; **Other:** _____ Landlord Tenant; **Other:** _____ Landlord Tenant.
- K. Who owns appliances: **Stove:** Landlord Tenant; **Refrigerator:** Landlord Tenant; **Washer/Dryer:** Landlord Tenant; **Microwave:** Landlord Tenant; **Other:** _____ Landlord Tenant.

2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease:

There are no verbal or written agreements or understandings between Landlord and Tenant with respect to the Premises, except as set forth above.

- 3. Tenant is the actual occupant and is in possession of the Leased Premises. Tenant has not assigned, transferred or hypothecated its interest under the Lease. Any construction, build-out, improvements, alterations, or additions to the Premises required under the Lease have been fully completed in accordance with the plans and specifications described in the Lease.
- 4. All obligations of Landlord under the Lease have been fully performed and Landlord is not in default under any term of the Lease. Tenant has no defenses, off-sets or counterclaims to the payment of rent or other amounts due from Tenant to Landlord under the Lease.
- 5. Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows:

- 6. Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws or similar state laws.
- 7. Tenant represents that Tenant: (a) is not in default of the performance of any obligations under the Lease; (b) has not committed any breach of the Lease; and (c) has not received any notice of default under the Lease, which has not been cured.
- 8. The correct address for notices to Tenant is the Premises above unless otherwise specified in writing.
- 9. The person signing below represents that he/she is duly authorized by Tenant to execute this Statement in Tenant's behalf.
- 10. Tenant understands that: (a) 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 (b) 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.

Date: _____

Tenant

 Tenant

 By _____ Title _____

Receipt Acknowledged _____
 Landlord or Manager
 Date: _____
 By _____ Title _____

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Reviewed by _____ Date _____

