

Include [To Be Completed] - Tenant Estoppel Certificate

or

Property

456 Any Ave



Lease Subordination/Estoppel Certificate Type

Blank Tenant Estoppel Certificate



SAMPLE

TENANT ESTOPPEL CERTIFICATE

Date of this Certificate: As of _____, 2023

LOANDOC SOLUTIONS
111 East St
San Diego, CA 11111

RE: **456 Any Ave, Any Town, CA 00000** and **789 Any Ave, Any Town, CA 00000** (the "Premises")

Ladies and Gentlemen:

For the purpose of providing information to **LOANDOC SOLUTIONS, a California corporation** ("Lender") regarding the Premises described above, in which the undersigned is tenant ("**Tenant**") under that certain lease agreement (the "**Lease**") described below, Tenant does hereby certify to Lender as follows:

1. Basic Lease Terms:

(a) Date of Lease: _____

(b) Name of Landlord on Lease: _____

(c) Is Landlord on Lease the current Landlord? Yes; No. If No, provide name of current landlord:

(d) Name of Tenant on Lease: _____

(e) Is above-named Tenant on Lease the current Tenant? Yes; No. If No, provide name of current tenant executing this Tenant Estoppel Certificate:

(f) Date(s) of any Amendments, Renewals, Modifications or Extensions (if none, so indicate):

(g) Original Length of Term of Lease: _____

(h) Date of Commencement: _____

(i) Date of Expiration: _____

(j) Remaining Renewal Options: _____

(k) Annual Base Rent: _____

(l) Base Rental Escalations: _____

(m) Percentage Rent: _____

(n) Operating Expense Reimbursement: _____

(o) Tax Reimbursement: _____

(p) Security Deposit: _____

2. The lease is the legal, valid and binding obligation of Tenant enforceable against Tenant according to its terms and has not been modified either orally or in writing, except as may be specified above, and the Lease is in full force and effect. The lease constitutes the entire agreement between Tenant and Landlord.

Tenant Estoppel Certificate

Loan No.: 123456

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3. Tenant is a tenant in possession of the Premises under the terms of the Lease. The Lease does not contain, and Tenant has no contract to acquire, purchase option or right of first refusal with respect to the Premises or any part thereof.

4. All rent, charges and other payments due Landlord, under the Lease have been paid as of the date of this certificate; and Tenant has not paid, and will not pay, any such rent, charges or payments more than one month in advance.

5. To the best of Tenant's knowledge, neither Tenant nor Landlord is in default under the Lease nor has any event occurred which would become a default under the Lease.

6. To the best of Tenant's knowledge, Tenant is entitled to no claims, counterclaims, defenses or setoffs against Landlord, arising from the Lease, nor is Tenant entitled to any concession, rebate, allowance or free rent for any period after the date of this certification.

7. Tenant agrees that in the event of any claimed material breach or default by Landlord under the Lease, which, if uncured, could result in termination of the Lease, Tenant shall notify Lender of such claimed breach or default, by certified mail, return receipt requested, at the address set forth on the first page of this Tenant Estoppel Certificate. Tenant agrees that it will not exercise any remedy which would entitle Tenant to terminate the Lease until Lender has been given a reasonable time after such notice to cure such breach or default (but Lender shall not be obligated to cure such breach or default).

8. Tenant has no notice of any assignment or pledge of rents of the Lease other than Landlord's assignment of rents to Lender, which assignment Tenant hereby acknowledges.

9. Tenant acknowledges that Landlord's interest under the Lease is being duly assigned to Lender as security for Lender's loan to the Landlord and that all rent payments under the Lease shall continue to be paid to the landlord in accordance with the terms of the Lease until the Tenant is notified otherwise in writing by Lender or its successors and assigns.

10. Tenant agrees that if Lender shall succeed to the interest of Landlord under the Lease, Lender, its successors and assigns, shall not be liable for any prior act or omission of Landlord which is not continuing; or subject to any offsets or defenses which Tenant might have as to Landlord which arose out of any Landlord's default under the Lease and accrued after Tenant has notified Lender and given Lender an opportunity to cure such default pursuant to paragraph 7 above; or obligated to credit Tenant with any rent for any rental period beyond the then current month which Tenant might have paid Landlord; or bound by any material amendments or modifications of the Lease such as those affecting rent, term or permitted use made without Lender's prior written consent, other than exercise of rights, options or elections contained in the Lease; or liable for refund of all or any part of any security deposit to Tenant held by Landlord for any purpose unless such security deposit shall have been actually received by Lender. In such event, Lender's obligation shall be limited to the amount of the security deposit received by Lender and Lender shall be entitled to all rights, privileges and benefits of Landlord set forth in the Lease with respect thereto.

11. The agreements contained herein shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of Lender and Tenant.

TENANT:

[Type or print name(s) of Tenant]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SAMPLE