

## 7.2 TENANT ESTOPPEL CERTIFICATE

1 **1. Property Address or Description:** \_\_\_\_\_

2 **2. Names of Parties to this Agreement:**

3 **Buyer** \_\_\_\_\_ **Seller** \_\_\_\_\_

4 **Buyer** \_\_\_\_\_ **Seller** \_\_\_\_\_

5 **Buyer** \_\_\_\_\_ **Seller** \_\_\_\_\_

6 **Buyer** \_\_\_\_\_ **Seller** \_\_\_\_\_

7 **3. Estoppel Certificate.** This form is filled out by the Tenant and can be used by Buyer, Seller, Escrow Officers, lenders, or Listing Brokers  
8 during the sale of a tenant-occupied property. It may be used for informational purposes to show whether Seller and Tenant have fully  
9 performed their obligations and to provide the Buyer or lender with a summary of the financial and possessory terms of the Tenant's  
10 rental agreement with Seller ("Lease") such as confirmation of rents, deposits, and other leasing arrangements between Tenant and  
11 Seller. This Estoppel Certificate can benefit the Tenant and can guarantee disclosure of Tenant payments. For Example, an Estoppel  
12 Certificate can be used to disclose rent prepayments that must be credited to the Tenant.

13 By signing below, Tenant acknowledges that this certificate will be relied on by a Buyer or lender.

14 **All of the below information is answered to the best of Tenant's knowledge:**

15 **4. General Tenant Information.**

16 (i) Name of Tenant(s): \_\_\_\_\_

17 (ii) Notice Address for Tenant: \_\_\_\_\_ [Address]

18 (iii) Contact information for Tenant: \_\_\_\_\_ [Phone and/or email]

19 **5. General Lease Facts.**

20 (i) Lease began: \_\_\_\_\_ [Date]

21 (ii) Lease regarding real estate referred to as: \_\_\_\_\_ [Address]

22 (iii) Lease ends/runs through until: \_\_\_\_\_ [Date]

23 (iv)  Tenant has Option to Extend Lease until: \_\_\_\_\_ [Date]

24 (v)  Lease was modified or amended on: \_\_\_\_\_ [Date]

25 (vi)  A clause within Lease allows Tenant to terminate the Lease prior to its expiration.

26 (vi)  Lease grants Tenant the right of first refusal, right of expansion, or option to purchase all or a portion of the Property.

27 (viii)  Lease grants Tenant an option to relocate upon termination.

28 (ix)  Tenant has right to sublet or assign portion of the Property. [Attach Explanation if Tenant currently subletting or  
29 assigning property]

30 **6. Lease Financial Terms.**

31 (i) Rent is paid  Monthly; or  Other: \_\_\_\_\_

32 (ii) Base Rent for each pay period is: \$ \_\_\_\_\_

33 (iii) Additional rent for expenses, maintenance, and other expenses is: \$ \_\_\_\_\_

34 (iv) Incentives, bonuses, discounts, or refunds given to Tenant: \_\_\_\_\_

35 (v)  Tenant has prepaid rent in the amount of: \$ \_\_\_\_\_

36 **7. Security Deposit.**

37 (i)  Tenant has paid a Security Deposit to Landlord of: \$ \_\_\_\_\_

38 (ii)  All or a portion of the Security Deposit was used to repair damages to the premise caused by Tenant.

39 **8. Personal Property.** Personal Property in Tenant's possession that is owned by Landlord: \_\_\_\_\_

40 **9. Improvements.**  The following Improvements have not been completed by Landlord: \_\_\_\_\_

41 **10. Liens & Claims.**

42 (i)  The following Tenant liens, claims, offsets or charges exist against Landlord or Property: \_\_\_\_\_

43 (ii)  The following breaches of Lease by Landlord or Tenant currently exist: \_\_\_\_\_

44 **11. Other Terms.** (Specify): \_\_\_\_\_

45 \_\_\_\_\_

46 **12. Signatures.** I Certify that the above is true and correct, to the best of my knowledge.

47 Tenant Name \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

48 Tenant Name \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

49 Tenant Name \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

50 Tenant Name \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_