**THIS IS A SAMPLE TENANT ESTOPPEL CERTIFICATE AS USED IN FLORIDA AND IS NOT INTENDED FOR USE.**

Disclaimer. We are not attorneys and not licensed to advise you on the law or prepare legal forms for you. Please have an attorney or title company (if applicable) prepare important legal documents.

TO:       xxx Bank

            c/o xxxxxxxxxxxx

            Address: xxxxxxxxxxxx

            Tampa, Florida  xxxxx

Gentlemen:

For $1.00, and other good and sufficient consideration, receipt of which is hereby acknowledged, and for the purpose of providing information to xxxxxxx Bank, regarding the premises known as located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, Florida in which the undersigned is a Tenant under that certain lease agreement with any modifications or amendments thereto (the "Lease") which is attached hereto marked Exhibit "A" and by this reference made a part hereof, the undersigned does hereby acknowledge that:

1.         (a)  Date of Lease:       \_\_\_\_\_

(b)  Date of amendments or modifications (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(c)  Term of Lease:  \_\_\_\_\_\_\_\_\_\_\_\_

(d)  Renewal Options (if any):

(i)  Exercised:

(ii) Not Exercised:

(e)  Monthly Rent:  $ \_\_\_\_\_\_\_\_\_ plus sales tax

(f)     Security Deposit: $\_\_\_\_\_\_\_\_

(g)    Guarantors (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.            The lease is valid and enforceable according to its terms against the Tenant and the Lease has not been modified either orally or in writing except as specified in paragraph (1) above.

3.            The Tenant is a tenant in possession under the terms of the Lease.

4.            All rent, charges or other payments due the Landlord under the Lease have been paid as of the date of this certification, and there have been no repayments or rent or other obligations.

5.            The Tenant under the Lease is not in default under any terms of the Lease nor has an event occurred which with the passage of time (after notice, in any, required by the Lease) would become an event of default under the lease.

6.            There is no existing default on the part of the Landlord and Tenant does not now have or hold any claim against Landlord which might be setoff or credited against future accruing rents.

7.            The Tenant under the Lease has no claims, counterclaims, defenses or setoff against the Landlord arising from the lease; nor is Tenant entitled to any concession, rebate, allowance or free rent for any period after this certification.

8.            This certification shall be binding upon, and shall inure to the benefit of the Landlord and the Tenant, the respective successors and assigns of the Landlord and the Tenant and all parties claiming through or under such person or any such successor or assign.

IN WITNESS WHEREOF, the undersigned Tenant has caused this certification to be executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

|  |  |  |
| --- | --- | --- |
| TENANT: XXXXXXXXXX, INC., a Floridacorporation By:                                                                              xxxxxxxxxx. \_- President |   | TENANT: YYYYYYY, INC., a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_corporation By:                                                                              yyyyyyyyyy. \_- President |