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| TENANT ESTOPPEL CERTIFICATE |
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|  |
| Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ |
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| County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_} |
|  |
| State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_} |
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| I. The Parties. This certificate pertains to the ☐ Fixed Lease Agreement ☐ Month-to-Month Lease Agreement, referred to as the “Lease Agreement”, for the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Property”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant(s)”). |
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| II. Property Type. The Property being leased is considered: |
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| ☐ - Commercial Space with the Tenant(s) renting \_\_\_\_\_\_\_\_ square feet. |
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| ☐ - Residential Space with the Tenant(s) renting a \_\_\_\_ bedroom(s) and \_\_\_\_ bathroom(s). |
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| III. Modifications. |
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| ☐ - Not Modified and in Effect - The Lease Agreement has not been modified and is in effect as originally written. |
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| ☐ - Modified and in Effect - The Lease Agreement was modified on the \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. |
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| IV. Subletting. |
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| ☐ - The Tenant(s) is not subletting any part of the Property. |
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| ☐ - The Tenant(s) is subletting ☐ part of ☐ all of the Property. |
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| V. Lease Term. |
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| ☐ - The Month-to-Month Lease Agreement began on the \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. |
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| ☐ - The Fixed Lease Agreement is a total length of \_\_\_\_ year(s), \_\_\_\_ month(s) ending on the \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. |
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| VI. Monthly Rent. |
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| The amount of the monthly rent is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month. |
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| In addition to the monthly rent, the Tenant(s) ☐ does not pay any other fees to the Landlord ☐ pays $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
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| VII. Last Rental Payment. |
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| The last rental payment made by the Tenant(s) to the Landlord was on the \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. |
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| VIII. Future Rent. |
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| ☐ - The Tenant(s) has not prepaid any future rent. |
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| ☐ - The Tenant(s) has paid future rent in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ paid through the \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. |
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| IX. Security Deposit. |
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| The Landlord is holding a security deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to cover any expenses or losses by any default or breach of the Lease Agreement by the Tenant(s). |
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| X. Personal Property. |
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| ☐ - There is no personal property that is owned by the Landlord and in possession of the Tenant(s). |
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| ☐ - Personal property that is owned by the Landlord and is in possession of the Tenant(s) is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
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| XI. Rights to Purchase the Property. |
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| ☐ - The Tenant(s) does not hold any rights to purchase the property including but not limited to rights of first refusal, option to purchase, etc. |
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| ☐ - The Tenant(s) hold the following rights to purchase the property \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
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| XII. Repairs and Maintenance. |
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| ☐ - The Landlord has made all necessary repairs and the property is properly maintained. |
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| ☐ - The Landlord has not made all the necessary repairs to the property including but not limited to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
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| XIII. Default or Breach of Agreement. |
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| ☐ - The Landlord or Tenant(s) has not breached or defaulted on the Lease Agreement. |
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| ☐ - The Landlord or Tenant(s) has breached or defaulted the Lease Agreement by doing the following \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ☐ the breach or default has been cured ☐ the breach or default has not been cured. |
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| XIV. Liens and Encumbrances. |
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| I/We certify as the Tenant(s) that there are no liens or encumbrances attached to the leasehold interest of the property. Tenant(s) understands that this certificate will be considered valid by any third (3rd) party. |
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| Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ |
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| CERTIFICATE OF ACKNOWLEDGMENT |
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document. |
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| State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, |
| a Notary Public in and for the State of State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ that the foregoing paragraph is true and correct. |
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| WITNESS my hand and official seal. |
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| Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| (Seal) |