

MODEL FORM

What to Say in Landlord's Estoppel Certificate

The following Model Form was prepared by New Jersey attorney Marc L. Ripp. Use it when a tenant requests that you give it an estoppel certificate.

The estoppel certificate begins by identifying you, the tenant, and the space. Paragraph 1 lists the information that you're certifying. Paragraph 2

says that you're not waiving your rights to enforce a default you didn't know about against the tenant. Paragraph 3 defines your level of knowledge about the information you're certifying. Paragraph 4 limits your liability.

Show this estoppel certificate to your attorney before using it.

LANDLORD'S ESTOPPEL CERTIFICATE

Re: Lease between *[insert your name]* ("Landlord") and *[insert tenant's name]* ("Tenant") dated *[insert date]* for certain premises located at *[insert address]* ("Premises")

Dear Tenant:

- 1. Certification.** Landlord hereby certifies to the best of its knowledge, information, and belief that:
 - a. As of the date hereof, the Lease is in full force and effect. The date of the commencement of the current term of the Lease was *[insert date]* and the end of such term is *[insert date]*, unless extended or earlier terminated as therein provided.
 - b. The Lease constitutes the sole and entire written agreement between Landlord and Tenant for the renting of the Premises by Tenant from Landlord. *[Choose one:] [There have been no lease amendments or lease modifications by Landlord.] [The Lease was modified by Landlord and Tenant pursuant to those written amendment(s) dated [insert date].]* There are no written promises, written understandings, written agreements, or written commitments between Landlord and Tenant relating to the Premises other than as expressly set forth in the Lease, except as follows: *[insert relevant information]*.
 - c. The annual Minimum Rent presently payable under the Lease is \$*[insert #]* and such rent has been paid through *[insert date]*.
 - d. The amount of the security deposit presently held by Landlord under the Lease is \$*[insert #]*.
 - e. Tenant has not been notified in writing by Landlord of any defaults under the Lease that remain uncured as of the date hereof.
- 2. No Estoppel.** This certificate shall not estop Landlord from hereafter asserting any existing default against Tenant of which Landlord did not have actual knowledge as of the date of this certificate.
- 3. Definition.** As used in this certificate, the phrase "to the best of its knowledge, information, and belief" means to the actual knowledge (without duty to investigate) of the person executing this certificate.
- 4. No Liability.** Landlord shall not be liable to any party for damages (whether direct, indirect, special, or consequential) resulting from any statement contained herein.

Executed on *[insert date]* _____

[Landlord's signature block]