

MODEL LEASE CLAUSE

Limit Conditions and Content of Landlord's Estoppel Certificate

The following lease clause was drafted by New Jersey attorney Marc L. Ripp. Use it so you're protected if your tenant asks you to give it an estoppel certificate.

Paragraph a requires the tenant to meet certain conditions before

you'll give it the estoppel certificate. Paragraph b limits the number of times per year that the tenant can get an estoppel certificate from you.

Show this clause to your attorney before putting it into your lease.

LANDLORD'S ESTOPPEL CERTIFICATE

a. Conditions. Provided that:

- (i) Tenant has never been in default of any terms of the Lease,
- (ii) Landlord receives from Tenant a check payable to Landlord for \$[insert #, e.g., \$250] as a processing fee which amount Tenant agrees is fair and reasonable, and
- (iii) Landlord receives written notice from Tenant specifically referencing this Paragraph,

then, Landlord shall prepare, execute, and deliver to Tenant, within [insert #, e.g., 30] days after Landlord has received the aforementioned check and written notice from Tenant, an estoppel certificate, in form and content satisfactory to Landlord, as Landlord shall determine in its sole and absolute discretion.

b. Calendar Year Limit. In no event shall Landlord be required to issue more than [insert #, e.g., 3] estoppel certificates during any single calendar year.