

CONFIDENTIAL WEST 7252340074 02/15 03 09:22 NO. 955 02/05

Tenant's Estoppel Certificate

To: _____ [name of buyer/lender]
_____ [buyer's/lender's address]

I hereby certify that:

1. I am the **tenant** in possession of _____ [describe leased premises by unit and address] ("the premises").
2. I hold the premises under a written lease entered into between _____ [me or name] as lessee and _____ [name] as lessor dated _____, a copy of which is attached to this certificate. _____ There are no other agreements between me and the lessor.
3. My rent payments for the premises began to accrue on _____ [date]. The present rent on the premises is \$ _____ per _____ [month or other period]. The rent has been paid through _____ [date]. I have also paid \$ _____ as a security deposit and \$ _____ as the last month's rent.
4. I have not assigned my lease or sublet the premises.
5. _____ [I do not have the option of extending the term of the lease or I have _____ (number) option(s) to extend the term of the lease for a period of _____ (specify)].
6. I do not have an option to purchase the premises or any other interest in the premises other than my lease _____ [except as follows: _____ (specify)].
7. As of the date of this certificate, I am not in default in the performance of the lease and I have not committed any breach of it _____ [except as follows: _____ (specify)].
8. To my knowledge the lessor is not in default in the performance of the lease and has not committed any breach of it _____ [except as follows: _____ (specify)].
9. I have no claim against the lessor for any deposits except the above-mentioned security deposit.
10. As of the date of this certificate, I have no defenses or offsets I could allege in any action brought against me for rent accruing under the lease after _____ [date rent next becomes due] _____ [except as follows: _____ (specify)].
11. I make this certificate with the understanding that you are considering buying the leased premises and that if you do buy the premises, you will do so in material

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reliance on this certificate. [Or, "I make this certificate with the understanding that you are contemplating making a loan to the owner of the leased premises and that if you do make this loan, you will do so in material reliance on this certificate."]

Signed _____ [date] at _____ [city], California.

_____ I declare under penalty of perjury that the foregoing is true and correct.]

_____ [signature of tenant]

_____ [typed name]

Alternatively (for owners who do NOT have tenants):

OWNER'S AGREEMENT NOT TO LEASE

1. I am the owner of the real property described as _____ (hereinafter, the "property").

2. I hereby warrant and covenant not to lease, let, sublet, or rent any portion of the property during the term of loan number _____ (the "loan"). As of the date of the loan, the premises is owner-occupied and free of any tenant, licensee, invitee or co-occupant not specifically disclosed herein.

3. I hereby covenant that this agreement is material, and a breach thereof will constitute a default under the loan.

4. I further covenant that I will agree to indemnify and hold harmless the lender _____ (hereinafter the "lender") for any claims, damages, eviction costs, or other damages arising out of the occupation of the property by any tenant, licensee, subtenant, master tenant, or invitee made against the lender and/or his successors, assigns and grantees during the term of the loan. This agreement includes full indemnification for any cost of eviction or ejection of an occupant, tenant or licensee by the lender before, during, or after any foreclosure arising out of or related to the loan, as well as any such demand made after full satisfaction of the loan.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of _____ at _____, California.