

LANDLORD WAIVER AND CONSENT AGREEMENT

Date: [Insert Date]

To: [Insert Name of Lending Institution] (the "Lender")
[Insert Lender Address]

Re: Landlord Waiver regarding [Insert Tenant/Borrower Name]

Property Address: [Insert Full Address of the Leased Premises]

The undersigned ("Landlord") is the owner and landlord of the premises located at the address above (the "Premises"). Landlord is aware that [Insert Tenant Name] ("Tenant") has entered into, or is about to enter into, a financing agreement with the Lender, pursuant to which the Tenant has granted the Lender a security interest in the Tenant's personal property, including but not limited to inventory, equipment, accounts, and general intangibles (the "Collateral"), some of which is or may be located at the Premises.

To induce the Lender to provide financing to the Tenant, the Landlord hereby agrees as follows:

1. **Waiver of Lien:** Landlord hereby waives and releases any and all statutory, contractual, or common law liens, claims, or rights of distraint it may have, now or in the future, against the Collateral located at the Premises.
2. **Access Rights:** In the event of a default by the Tenant under its agreements with the Lender, Landlord agrees that the Lender may enter the Premises during normal business hours (or other agreed-upon times) to inspect, remove, or dispose of the Collateral.
3. **Removal Period:** Lender shall have a period of [Insert Number, e.g., 60] days after Landlord provides written notice of Tenant's lease default to remove the Collateral. During such period, Lender shall pay Landlord a per diem rent equal to the monthly rent then in effect, prorated for the number of days Lender occupies the Premises.
4. **No Assumption:** Lender shall not be deemed to have assumed the Lease or any obligations thereunder by virtue of this agreement or by entering the Premises to remove Collateral.
5. **Binding Effect:** This Agreement shall be binding upon the Landlord's successors and assigns and shall inure to the benefit of the Lender and its successors and assigns.

Landlord:

By: _____

Name: [Insert Printed Name]

Title: [Insert Title]

Acknowledged by Tenant:

By: _____

Name: [Insert Printed Name]

Title: [Insert Title]