

## Term

"As Is" Clause	Property is going to stay in the condition that it is in. The seller will make no further improvement to the property.
Abrogation	A replacement of the Real Estate Purchase Agreement by the lender and the title company's closing documents. The closing documents will be the final documents and they abrogate, or replace, the previous documents.
Anticipatory Repudiation	One of the parties gives some indication, either by words or actions that they do not plan on moving forward with the contract. Leads to one party potentially in breach of contract and the other party is in compliance. If they do not follow through as stated in the contract, remedies will be pursued.
Assignment of a Contract	When a buyer assigns his or her contract to another party for various reasons.
Breach of Contract	One of the parties does not fulfill a term of the contract. Failure to execute the agreed upon terms.
Buyer Broker Agency Agreement	Creates agency between the buyer and the brokerage.
Contingency	Subject to. The buyer wants to buy the seller's house contingent that certain things must happen.
Contingency Clauses:	Most common contingency in real estate is financing. Some contingencies are so frequent there are pre-written addendums such as: those subject to the sale of the house and Notice of Interest (being related to someone within the transaction).
Discharge of Contracts	Moving a contract along to fulfillment (to close and get paid), or a termination of the contract by mutual agreement.
Full Performance	Each party committing to fulfill the terms of the contract and those terms coming to fulfillment.
Impossibility of Performance	The parties want to perform, but due to unforeseen circumstances, they cannot perform the duties.
Multiple Listing Service	A contract between brokers and the agreement to compensate in the event another broker brings a buyer.
Mutual Enforcement	Contract between two parties and each party has the right and ability to enforce the terms of that contract on the other party
Novation	A replacement with a release. One party is taking the place of another and the original party is being released from the contract.
Operation of Law	Within the state of Utah, we are governed by the rules and regulations of the Division of Real Estate as well as the general laws that apply within a contract govern us. The remedies and rights are spelled out for both the buyer and seller and can be enforced if needed
Performance	the contract comes to completion and is fulfilled.
Power of Attorney	Has the authority to act on someone else's behalf giving the ability to sign or effect contracts on behalf of someone else. A power of attorney or letter of attorney is a written authorization to represent or act on another's behalf in private affairs, business, or some other legal matter. The person authorizing the other to act is the principal, grantor, or donor
Real Estate Purchase Contract	The contract between the buyer and seller. The agent will not sign this contract.

Rescission	Putting things back the way they were. Restore to the way things were before we entered into a contract. This is done to bring the parties, as far as possible, back to the position in which they were before they entered into a contract
Specific performance	For one party to sue another party in order to have the court to enforce the contract. (To make them do what they say they will do.)
Statute of Frauds	Indicates that every single real estate transaction has to be in writing to be enforceable in the court of law. It refers to the requirement that certain kinds of contracts be memorialized in a writing, signed by the party to be charged, with sufficient content to evidence the contract
The Exclusive Right to Sell	The contract that creates agency with the seller. This contract allows the agent to market that property, to have a key to the property, to put the property on MLS, to negotiate on behalf of the seller and execute all of fiduciary duties.

## Concept

Agent's Role In Preparing Contracts	When completing contracts, make sure your broker approves of any additional verbiage.
Buyer Broker Agency Agreement and the Exclusive Right to Sell	These and all other employment agreements belong to the broker.
Consequences of a Breach of Contract:	1. Monetary Damages 2. Specific Performance 3. Rescission 4. Liquidated Damages
Early termination of contract	Sometimes is it mutually agreed upon and sometimes not. There is no cancellation provision in the Buyer Broker Agency Agreement or the Exclusive Right to Sell listing agreement, therefore the only way to terminate a contract early is to come before the other party and try to come to agreement on terms and conditions in order to terminate the contract.
Earnest money goes to...	Within the Real Estate Purchase Contract it specifically states if the buyer cancels before this date the earnest money goes back to the buyer, or after this date then the earnest money goes back to the seller.
Ex of Contingency:	An example of a contingency is an appraisal
Example of Anticipatory Repudiation	"I am not going to sign that," "I am not repairing that" etc. when it was agreed to in the contract.
Example of Breach of Contract	One of the parties did not deliver documents within a timeframe as specified within the contract. One did not communicate or give full disclosure about something.
Example of Rescission of Real Estate Contract	Money that the buyer put up as earnest money would go back to the buyer and neither party would be obligated further in the transaction or under any of those terms. Therefore the contract has been terminating by rescinding it.
Example of terminating the Buyer Broker Agency Agreement and Exclusive Right to Sell	A couple is getting a divorce – both signed the Exclusive Right to Sell on their current house and both independently signed Buyer Broker Agency Agreement to purchase new houses. The wife became unhappy with agent and had two options to get out of the contract. Option 1- the unhappy buyer could have ridden out until expiration of the terms of the contract (as stated in paragraph 1 in the Buyer Broker Agency Agreement) or Option 2- Both could come to a mutually agreeable decision to let her out of her contract.
Fraud Prevention	What would prevent a fraud? Put it in writing, therefore the terms are clear in communication. This stops fraud from happening.

Importance of completing contract as agreed	The beginning of every contract states that it is legally and binding. Each party is legally expected to complete the terms as stated in the contract in order to bring the contract to completion.
Simple Assignment	To have the new party step of front of the original buyer/seller and take it over but they do not go away. If the new party defaults or can't fulfil the contract then the original buyer/seller is responsible.
The Contracts of Real Estate in UTAH	1. Buyer Broker Agency Agreement 2. Listing Agreement 3. Purchase Agreement
The Role of a Notary Public	To verify that the signature that's there was put there, in fact, by that person. Many of the real estate contracts do not need to be notarized, however, the closing documents are notarized.
Time is of the Essence	Dates are firm. Honor the dates and deadlines as set forth within the contract.
Two types of POA	There are two different kinds of a Power of Attorneys in real estate- General or specific Power of Attorney.
Ways to Terminate a Contract	1. Performance – the contract comes to completion and is fulfilled 2. Assignment. 3. Novation 4. Impossibility of Performance 5. Anticipatory Repudiation