UTAH REAL ESTATE PURCHASE CONTRACT

Seller's Offer Review Guide

Everything you need to know before you list, and when an offer comes in. Review each section with your agent to walk into negotiations fully prepared.

Utah Real Estate Commission Approved

EFFECTIVE AUGUST 19, 2026

Required for all new offers January 1, 2027. Listing sooner? Your contract may still be on the prior form, so confirm which version your offer uses.

What's Inside

Five sections, each tied to the contract sections that matter most to you as a seller.

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SECTION 1

Critical Deadlines §§ 4, 5, 9, 23, 25

All deadlines are firm at 5:00 PM Mountain Time. Extensions must be in writing.

TIME IS OF THE ESSENCE (§ 25)
If a deadline falls on a weekend or legal holiday, performance moves to the next business day.

WHEN DOES THE CLOCK START?
"Acceptance" is when both parties have signed and the signed offer has been received by both parties or their agents.

DEADLINE	WHAT HAPPENS	WHAT YOU MUST DO
Seller Disclosure § 4(a) · § 11	Deliver all required disclosure documents to the buyer.	Property condition disclosure, title commitment, HOA docs.
Due Diligence § 4(b) · § 12.1	Buyer's inspection window. Can cancel for any reason with no penalty.	Provide access for inspectors. Be ready for repair requests or cancellation.
Appraisal § 4(c) · § 12.2	If home comes in below purchase price, buyer may cancel (if condition is checked).	Have a plan if value is low: price reduction, split, or buyer pays gap.
Financing § 4(d) · § 12.3	Buyer secures loan. Cancel before this date → **you keep ~50% of earnest money.**	Fail to get loan after this deadline → **you keep ALL earnest money.**
Settlement § 4(e) · § 9.1	Closing date: all docs signed, funds delivered, deed ready to record.	Plan your move. All keys, openers, and lock codes due at closing.
Possession § 4(f) · § 9.3	When buyer gets physical possession of the home.	Staying past possession date = **$300/day holdover fee** (or more).

Earnest Money: 4-Day Rule (§ 5)

Buyer has **4 calendar days** after acceptance to deliver earnest money. If they don't deliver on time, you can cancel the contract.

Keys & Lock Codes at Closing (§ 9.3) NEW

You must provide a **duplicate/master key and the code to any keyless lock system** at closing. Document all codes now.

SECTION 2

Money & Seller Contributions §§ 2, 8.1–8.3

Financial decisions you'll negotiate when an offer comes in. Think through your position before you list.

NEGOTIABLE

Buyer's Agent Compensation (§ 2.1)

Section 2.1 / § 8.3(b)

Optional. You can contribute a % or flat amount toward the buyer's brokerage. If left blank, you have not agreed to pay it. Excess over what buyer agreed to pay their agent comes back to you.

NEGOTIABLE

Closing Cost Contribution (§ 2.2)

Section 2.2 / § 8.3(c)

A dollar amount toward buyer's closing costs. Buyer can apply it toward rate buydowns, mortgage costs, prepaid escrow, or general closing costs.

YES OR NO

Home Warranty Plan (§ 2.3)

Section 2.3

If yes, you pay for a plan the buyer selects, up to a negotiated dollar limit. Typically $500–$700. Reduces buyer anxiety about systems and appliances.

NEGOTIABLE

HOA Fees & Special Assessments (§ 8.2)

Sections 8.2 and 8.3(a)

Special assessments approved before closing: paid by seller, buyer, or split. HOA transfer/ownership fees also negotiable. Buyer admin fees are always buyer's responsibility.

Personal Service Agreements: You Must Cancel These (§ 8.3(h)) NEW

ACTION REQUIRED BEFORE CLOSING

The buyer is **not required to assume** any of your personal service contracts. Cancel all of these before closing:

- Property management
- Short-term rental management
- Security system
- Pest control
- Landscaping service

Your Net Proceeds (§ 8.3(g))

Title automatically pays off: mortgages, trust deeds, judgments, mechanic's liens, tax liens, brokerage fees, and warrants. Know your payoff amount before we list.

SECTION 3

What Stays & What Goes §§ 7.1–7.5

If it's attached and not listed as excluded in § 7.4, the buyer assumes it stays.

AUTOMATICALLY INCLUDED (§ 7.1)

- Plumbing fixtures
- Heating / A/C
- Solar panels
- Ovens, ranges, hoods
- Cooktops
- Microwave ovens
- Dishwashers
- Ceiling fans
- Water heaters
- Water softeners
- Light fixtures & bulbs
- Bathroom fixtures
- Curtains, rods
- Window blinds
- Storm doors/windows
- Satellite dishes
- TV mounting brackets
- Wall/ceiling speakers
- Installed projectors NEW
- Projector screens NEW
- Affixed carpets
- Garage door openers
- Fencing
- Sheds NEW
- All landscaping

SMART HOME: ALL INCLUDED (§ 7.2) NEW

NEW 2026 LANGUAGE
ALL smart home devices stay, hardwired or not, unless excluded. Personal devices (phones, tablets, laptops) are NOT included.

- Security systems
- Smart thermostats
- Home monitors
- Automated locks
- Video doorbells
- Automated lighting
- Control systems

OPTIONAL: BUYER REQUESTS (§ 7.3)

Not automatically included. Buyer checks a box. Conveyed at no assigned value:

- Washer
- Dryer
- Refrigerator(s)
- EV Charging Station NEW

Items You Want to Take (§ 7.4)

Walk through your home and list anything attached you plan to take: a special chandelier, built-in shelves, garden fixtures. **Write them in § 7.4 of any offer or they stay.**

SECTION 4

Your Disclosure Obligations §§ 11, 13.2

You must disclose any defects known to you that materially affect value. When in doubt, disclose it.

DOCUMENTS REQUIRED BY THE SELLER DISCLOSURE DEADLINE (§ 11)

- ☐ **Seller Property Condition Disclosure:** Detailed written form covering every major system. We'll complete this together.
- ☐ **Lead-Based Paint Disclosure** (homes built before 1978): Required by federal law.
- ☐ **Title Commitment:** Ordered from a title company. Shows who holds title and any existing liens.
- ☐ **HOA Documents** (if applicable): CC&Rs, bylaws, fee schedule, rules. 2026 contract now requires a **reserve analysis** as well. Start requesting early. HOAs can take weeks.
- ☐ **HOA Financials:** Most recent meeting minutes, budget, and financial statement.
- ☐ **Long-Term Tenant Leases** (if any): Copies of any rental agreements not expiring before closing.
- ☐ **Short-Term Rental Schedule** (Airbnb/VRBO): Bookings extending past closing. After the Seller Disclosure Deadline, you may **NOT** accept new short-term bookings without buyer's written consent (§ 15.5).
- ☐ **Environmental / Zoning Issues:** Written notice of any known violations or problems.
- ☐ **FIRPTA Notice** (if you are a foreign person or entity): Must advise buyer in writing to avoid closing delays.

Nail Holes (§ 13.2e) NEW

You are NOT required to repair wall damage from removing personal items. Nail holes, screw holes, and attachment marks are your call.

How You Must Leave the Home (§ 13.2)

- Same general condition as date of acceptance
- Broom-clean, free of debris and belongings
- Moving-related damage repaired at your expense
- All keys, openers & lock codes provided

SECTION 5

Buyer's Due Diligence §§ 12, 14, 15

If the Due Diligence Condition is checked, the buyer can cancel for any reason during this window.

WHAT THE BUYER CAN INSPECT (§ 12.1): YOU MUST COOPERATE

- General inspection
- Roof condition
- Foundation
- Plumbing & electrical
- HVAC systems
- All appliances
- Hazardous substances
- Lead-based paint
- Square footage
- Insurance availability
- Water source & quality
- Property line survey
- HOA dues & utilities
- Sex offender registry

THREE POSSIBLE OUTCOMES AFTER INSPECTION

OUTCOME 1

Buyer Moves Forward

Satisfied with inspections. Earnest money becomes non-refundable (except appraisal or financing conditions).

OUTCOME 2

Buyer Requests Resolution

Written request for repairs, price reduction, or credit. You don't have to agree. Unresolved issues can lead to cancellation.

OUTCOME 3

Buyer Cancels

Full earnest money back, no explanation required. This is the buyer's "free look" window.

Appraisal (§ 12.2)

Below purchase price → buyer may cancel. Options: reduce price, split the gap, or buyer pays cash difference.

Final Walk-Through (§ 14)

Up to 7 days before closing. Buyer verifies same condition, repairs done, all included items present.

AFTER ACCEPTANCE YOU CANNOT (§ 15)

- Make major alterations or improvements
- Take out new loans or liens
- Change the legal title
- Sign new property mgmt agreements
- Accept new short-term rental bookings