AGENT AUSSEM REAL ESTATE

Utah For Sale By Owner Guide

A practical owner's roadmap from
pricing and marketing to contract and closing.

Sell on your own with a clearer plan.

Plan the work. Protect your time. Understand the offer in front of you.
If the process becomes too much, Jason can be your backup plan.

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START HERE

How to use this guide

Selling by owner can be a reasonable choice when you have the time, knowledge, and systems to manage it. This guide helps you see the whole job before the first showing or offer. It is not a substitute for advice from an attorney, title professional, tax professional, lender, inspector, or other qualified specialist.

The goal

Make a deliberate decision, understand the documents you sign, and keep the sale moving toward a closing that fits your priorities. The highest offer is not always the strongest offer, and an easy-looking contract can contain meaningful risk.

YOUR NINE-STEP ROADMAP

1	**Define the objective** Timing, next move, condition, privacy, and acceptable tradeoffs.
2	**Estimate the net** Price minus payoff, repairs, concessions, fees, taxes, and other costs.
3	**Prepare and disclose** Organize condition facts, documents, access, and safety.
4	**Price thoughtfully** Use relevant comparable evidence and current competition.
5	**Market accurately** Use strong media, truthful facts, and fair-housing-neutral language.
6	**Manage inquiries** Verify identity, financing readiness, and showing procedures.
7	**Compare offers** Review price, terms, contingencies, deadlines, and closing confidence.
8	**Control the contract** Track every obligation, disclosure, deadline, and amendment.
9	**Reach closing** Coordinate title, payoff, final walkthrough, signing, and possession.

STEP 1 AND 2

Start with the objective and the net

Before choosing an asking price, write down what a successful sale must accomplish. A clear objective helps you compare preparation costs, timing, and offers without reacting emotionally.

Questions worth answering

- When do you ideally want to close, and how flexible is that date?
- Do you need sale proceeds before purchasing or moving elsewhere?
- Will the property be occupied during showings and through closing?
- Which repairs are you willing to complete, and which will you disclose or price around?
- How much uncertainty, negotiation, and time can you personally manage?

Build a seller net estimate

- ☐ **Expected sale price**
  Use a range rather than one optimistic number.
- ☐ **Loan and lien payoffs**
  Request current figures from the proper parties.
- ☐ **Preparation and repair costs**
  Include work completed before marketing and negotiated work later.
- ☐ **Buyer concessions or credits**
  Compare their effect on your proceeds, not just the headline price.
- ☐ **Title, closing, tax, HOA, and transfer items**
  Confirm the amounts and who pays each item.
- ☐ **Moving, overlap, and possession costs**
  Include temporary housing or delayed possession when relevant.

Use a range

No pricing opinion or online estimate can guarantee your final sale price. Model a conservative, expected, and strong outcome so one number does not control every decision.

STEP 3 AND 4

Prepare, disclose, and price with evidence

A clean presentation matters, but so do accurate facts and organized documents. Concealing a known issue can create far more risk than disclosing and addressing it correctly.

Property and document preparation

- List known material conditions and gather repair, permit, warranty, and service records.
- Confirm ownership names, trusts or entities, liens, leases, HOA information, solar agreements, and other title-related items.
- If the home was built before 1978, learn the federal lead-based paint disclosure requirements.
- Remove valuables, medications, firearms, personal documents, spare keys, and identifying information before showings or photography.
- Use the appropriate current forms and qualified professionals for your transaction.

Pricing questions

- Which recent closed sales are genuinely comparable in location, size, condition, age, lot, and features?
- What active listings compete for the same buyers right now?
- How long did comparable homes take to sell, and what price changes occurred?
- What evidence supports adjustments for condition or improvements?
- What will you change if the market response is weak?

Do not price from emotion

Your purchase price, renovation spending, tax assessment, neighbor's story, and desired proceeds may matter to you, but buyers and appraisers still evaluate current evidence.

STEP 5 AND 6

Market accurately and show safely

Your marketing should make it easy for a serious buyer to understand the home while protecting your privacy and treating every prospective buyer consistently.

Marketing essentials

- Use bright, accurate photos and a clear description of the property.
- Verify square footage, parcel, school, utility, HOA, feature, and improvement claims before publishing them.
- Avoid language that expresses a preference or limitation based on a legally protected characteristic.
- Keep a record of where the property is advertised and update every location when price or availability changes.
- Choose one reliable phone number or email address for inquiries and respond consistently.

Showing safety

☐ **Verify the visitor**
Ask for a name, contact information, and appointment time.

☐ **Ask about financing readiness**
A qualified lender can address financing; avoid collecting sensitive financial documents yourself.

☐ **Use a showing plan**
Avoid unplanned access and consider having another adult present.

☐ **Control access**
Track keys, doors, lockboxes, pets, alarms, and occupied areas.

☐ **Record feedback**
Separate useful market evidence from casual opinions.

Protect private information

Do not publish alarm details, occupancy schedules, personal documents, account information, access codes, or anything that reveals when the home will be unattended.

STEP 7

Compare the whole offer, not only the price

An offer is a package of obligations, deadlines, permissions, and risks. Read every page and addendum. If you do not understand a provision, stop and obtain qualified advice before signing.

- ☐ **Buyer identity**
  Know who is signing, in what capacity, and who has authority for any entity.
- ☐ **Financing or funds**
  Understand the financing type or request appropriate proof of funds.
- ☐ **Earnest money**
  Review the amount, delivery deadline, holder, and conditions for release or return.
- ☐ **Due diligence**
  Understand the buyer's investigation rights, deadlines, cancellation rights, and any fee.
- ☐ **Appraisal and financing conditions**
  Know which conditions allow the buyer to cancel or renegotiate.
- ☐ **Concessions and included items**
  Calculate their effect on your net and confirm exactly what remains with the home.
- ☐ **Settlement, closing, possession**
  These can be different dates. Make the handoff terms clear.
- ☐ **Default and remedies**
  Do not guess what happens if either party fails to perform.

Slow down before signing

Pressure, an unusually short acceptance deadline, or a promise that the paperwork is 'standard' is not a reason to skip review. Once accepted, a purchase contract can create binding obligations.

SPECIAL CONTRACT REVIEW

Assignable contracts and wholesalers

A wholesaler may contract to purchase a property and then seek to assign that contract interest to another buyer for a fee. Assignment is not automatically improper, but the seller should understand the actual structure and contract language before agreeing.

Ask these questions before signing

- **Do you intend to purchase and close yourself, or may you assign the contract?**
- **What exact contract language gives you the right to assign?**
- **Does my written consent apply, and what does it permit?**
- **How much earnest money becomes nonrefundable, and when?**
- **What due-diligence or cancellation rights do you have?**
- **What proof shows the transaction can close by the stated deadline?**
- **May you advertise, photograph, enter, show, or place signs at my property before closing?**
- **What are my estimated net proceeds after every credit, fee, repair, and cost?**

Utah contract point

The current Utah Division of Real Estate state-approved REPC says the buyer may not assign without the seller's prior written consent, subject to a limited 'Permissible Transfer.' It also says adding 'and/or assigns' identifies consent only to that defined permissible transfer. Read the exact current contract you are offered; another form may use different language.

Additional cautions

- Do not assume the person who signs will be the person who closes.
- Do not grant property access or marketing rights that you do not understand.
- Do not sign over a deed because someone promises to solve a mortgage problem.
- Treat sale-leaseback promises carefully; selling the home can make you a tenant and expose you to rent and eviction risk.
- Ask a qualified Utah real estate attorney or title professional to review legal and title questions.

STEP 8 AND 9

Control the path from contract to closing

Once the contract is accepted, the work changes from marketing to performance. Build one deadline sheet and update it whenever the parties sign an amendment.

- ☐ **Signed contract and addenda**
  Keep complete copies and provide them promptly to the appropriate title and transaction parties.
- ☐ **Earnest money confirmation**
  Confirm delivery and documentation by the contract deadline.
- ☐ **Seller disclosures**
  Deliver the required documents in the agreed form and by the agreed deadline.
- ☐ **Due diligence access**
  Coordinate inspections and requests without losing track of permissions or dates.
- ☐ **Financing and appraisal**
  Track notices and deadlines without making assumptions about approval.
- ☐ **Title and payoff**
  Review title issues, ownership, payoff information, and required corrections early.
- ☐ **Agreed repairs or credits**
  Put changes in writing and keep receipts or proof when appropriate.
- ☐ **Final walkthrough and signing**
  Confirm condition, included items, utilities, keys, possession, and funds.

Keep changes in writing

Verbal promises are easy to misunderstand. Use the appropriate written amendment or notice and obtain qualified help when the correct document or effect is unclear.

YOUR BACKUP PLAN

Know when help may be worth it

Selling by owner does not have to be all-or-nothing. You can gather information, attempt parts of the process, or ask for professional help when the risk, time, or workload no longer makes sense.

Consider a backup conversation when:

- You are receiving activity but cannot tell whether the pricing or terms are competitive.
- You are overwhelmed by calls, showings, documents, or deadlines.
- You have an offer but do not understand the buyer, assignment language, contingencies, or likely net.
- The sale affects another purchase, relocation, estate, divorce, tenant, trust, lien, or other complex situation.
- The property is not producing serious interest and you need a different plan.
- You want broader marketing, negotiation support, or transaction coordination.

No-pressure backup plan

Jason can review where you are, help identify the next practical question, and explain what seller representation would look like if you decide you want it. Asking a question does not require you to list.

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This guide provides general educational information only. It does not create an agency, brokerage, attorney-client, title, tax, lending, inspection, or other professional relationship. Real-estate documents, laws, forms, and practices change. Consult the appropriate qualified professionals about your specific situation.

SOURCES AND REVIEW

Official resources used for this guide

References were reviewed July 30, 2026. Confirm the current form, law, and guidance before relying on them in a transaction.

Utah Division of Real Estate - State Approved Forms

https://commerce.utah.gov/realestate/real-estate/forms/state-approved/

Utah Division of Real Estate - Real Estate Purchase Contract

https://realestate.utah.gov/real-estate/documents/purchase-contract.pdf

Utah Division of Real Estate - Assignable Purchase Contract guidance

https://commerce.utah.gov/realestate/wp-content/uploads/2023/04/newsletter_q2-2017.pdf

Utah Code Section 61-2f-401 - Grounds for disciplinary action

https://le.utah.gov/xcode/Title61/Chapter2f/61-2f-S401.html

Utah Division of Real Estate - Lead-Based Paint Disclosure

https://db.realestate.utah.gov/real-estate/documents/lead-disclosure-and-acknowledgement.pdf

Federal Trade Commission - Sale-leaseback risks

https://consumer.ftc.gov/consumer-alerts/2024/10/risky-business-offers-cash-out-your-home-equity-through-sale-leaseback

Federal Trade Commission - Mortgage relief and deed-transfer scams

https://consumer.ftc.gov/articles/mortgage-relief-scams

Publication status

Private draft. Brokerage and legal review are required before this guide is placed on the public website or distributed.