

# Delaware Salesperson Pre-License Practice Exam (Sample)

## Study Guide



**Everything you need from our exam experts!**

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# Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

# How to Use This Guide

**This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:**

## 1. Start with a Diagnostic Review

**Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.**

## 2. Study in Short, Focused Sessions

**Break your study time into manageable blocks (e.g. 30 - 45 minutes). Review a handful of questions, reflect on the explanations.**

## 3. Learn from the Explanations

**After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.**

## 4. Track Your Progress

**Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.**

## 5. Simulate the Real Exam

**Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.**

## 6. Repeat and Review

**Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.**

**There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!**

## **Questions**

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- 1. How is an easement typically formalized?**
  - A. Through a handshake agreement**
  - B. By a written and recorded agreement**
  - C. By verbal agreement alone**
  - D. Through county negotiation only**
- 2. How should a seller respond to a low offer on their property?**
  - A. They must immediately accept the offer**
  - B. They only have the option to reject the offer**
  - C. They may accept, reject, or counter the offer with a new price**
  - D. They should remove the property from the market**
- 3. What is one primary benefit of obtaining residential property disclosure statements?**
  - A. They guarantee sale success**
  - B. They reveal hidden fees associated with closing**
  - C. They protect buyers from future liabilities**
  - D. They enhance negotiations in favor of the seller**
- 4. Which statement is true about real estate commissions in Delaware?**
  - A. They are fixed by law**
  - B. They can vary based on agreements between brokers and salespersons**
  - C. They are non-negotiable**
  - D. They are determined by the state government**
- 5. What is an 'option contract' in real estate?**
  - A. A contract that allows multiple buyers to purchase property**
  - B. A contract that gives a buyer the exclusive right to purchase property at a later time**
  - C. A contract for the immediate sale of property**
  - D. A type of lease agreement**

**6. What type of listing agreement provides the most protection for a real estate agent?**

- A. Open listing**
- B. Exclusive agency listing**
- C. Exclusive right to sell**
- D. Net listing**

**7. What must a seller's agent provide to potential buyers?**

- A. A disclosure of any known material defects**
- B. A price reduction based on market analysis**
- C. A list of open houses for the property**
- D. A warranty for the property's condition**

**8. What does earnest money in real estate typically represent?**

- A. A donation to the seller**
- B. A deposit made to demonstrate a buyer's serious intent to purchase**
- C. An additional fee for processing the sale**
- D. A penalty for withdrawing from the deal**

**9. In a foreclosure, who has the first claim to the proceeds from the sale?**

- A. The borrower who lost the property**
- B. The lender holding the mortgage**
- C. The local government**
- D. The real estate agent involved in the sale**

**10. In the context of real estate, which of the following is NOT considered part of real property?**

- A. Buildings**
- B. Land**
- C. Vehicles**
- D. Trees on the property**

## **Answers**

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1. B
2. C
3. C
4. B
5. B
6. C
7. A
8. B
9. B
10. C

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## **Explanations**

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## 1. How is an easement typically formalized?

- A. Through a handshake agreement
- B. By a written and recorded agreement**
- C. By verbal agreement alone
- D. Through county negotiation only

An easement is typically formalized by a written and recorded agreement. This is important because an easement grants a party the right to use another person's property for a specific purpose, and having a written document helps to clearly outline the terms and conditions of that use. Recording the agreement with the appropriate government office ensures that the easement is legally recognized and protects the rights of the parties involved. Without formal documentation, such as that provided by a written and recorded agreement, the terms of the easement could be disputed, and the rights associated with it may not be enforceable. Additionally, a written document serves as proof of the easement for future property owners and can prevent misunderstandings or conflicts between neighbors. The other methods mentioned, like handshake or verbal agreements, lack the legal enforceability and clarity that a written agreement provides. County negotiation typically does not pertain to private easements, as those are established between individual property owners. This structured approach underlines the importance of formalizing easements to protect all parties and ensure legal strength.

## 2. How should a seller respond to a low offer on their property?

- A. They must immediately accept the offer
- B. They only have the option to reject the offer
- C. They may accept, reject, or counter the offer with a new price**
- D. They should remove the property from the market

A seller has several options when responding to a low offer on their property. By choosing to accept, reject, or counter the offer with a new price, the seller maintains control over the negotiation process and can work towards a more favorable outcome. Accepting an offer depends on whether the seller feels the proposed price is acceptable, while rejecting it can signal that they do not consider the offer serious or reflective of the property's value. Countering the offer allows the seller to propose a new price or terms, demonstrating their willingness to negotiate and potentially reach an agreement that is satisfactory to both parties. This approach not only keeps the dialogue open between the seller and potential buyers but also allows the seller to gauge the market interest in their property based on the responses to their counteroffer. Thus, option C reflects the strategic flexibility a seller has in the negotiation process.

**3. What is one primary benefit of obtaining residential property disclosure statements?**

- A. They guarantee sale success**
- B. They reveal hidden fees associated with closing**
- C. They protect buyers from future liabilities**
- D. They enhance negotiations in favor of the seller**

Obtaining residential property disclosure statements is primarily beneficial because they help protect buyers from future liabilities. These statements provide critical information about the property's condition and any issues that might affect its value or the buyer's enjoyment of the home. By disclosing known defects or problems, sellers help ensure that buyers can make informed decisions. This transparency minimizes the risk for buyers, as they are aware of any existing conditions they might need to address after the purchase. Moreover, if a seller fails to provide these disclosures and a problem later arises that the buyer was not made aware of, the buyer may have legal recourse against the seller for any undisclosed issues. Thus, the use of disclosure statements plays a crucial role in safeguarding buyers and fostering trust in the real estate transaction process.

**4. Which statement is true about real estate commissions in Delaware?**

- A. They are fixed by law**
- B. They can vary based on agreements between brokers and salespersons**
- C. They are non-negotiable**
- D. They are determined by the state government**

In Delaware, real estate commissions are not set by law and can be negotiated between brokers and salespersons. This flexibility allows for agreements that reflect the specific circumstances of a transaction, such as the complexity of the sale, the level of service provided, and the strategies employed to market a property. By allowing variations in commission structures, the real estate market can accommodate different business models and competitive practices. Options suggesting that commissions are fixed or determined by law do not reflect the reality of the real estate industry in Delaware, where individual agreements play a significant role. Similarly, indicating that commissions are non-negotiable would contradict the freedom that brokers and agents have to set terms that work best for their clients and their businesses. This understanding emphasizes the importance of communication and negotiation skills in real estate transactions.

## 5. What is an 'option contract' in real estate?

- A. A contract that allows multiple buyers to purchase property
- B. A contract that gives a buyer the exclusive right to purchase property at a later time**
- C. A contract for the immediate sale of property
- D. A type of lease agreement

An option contract in real estate is specifically designed to provide a buyer with the exclusive right to purchase a property at a predetermined price within a specified timeframe. This arrangement allows the buyer the flexibility to decide later whether to proceed with the purchase, which can be advantageous if they need time to secure financing, conduct due diligence, or evaluate market conditions. In contrast, the term 'contract that allows multiple buyers to purchase property' refers to a different type of agreement, typically not involving exclusivity. Similarly, a contract for the immediate sale of property is focused on a direct transaction that does not include options for future purchases. Lastly, describing it as a type of lease agreement misrepresents its purpose entirely; a lease does not grant the option to buy but rather entitles a tenant to use a property for a specified period in exchange for rental payments. Hence, the defining characteristic of an option contract is the buyer's exclusive right to make a purchase decision later, which is accurately captured in the chosen answer.

## 6. What type of listing agreement provides the most protection for a real estate agent?

- A. Open listing
- B. Exclusive agency listing
- C. Exclusive right to sell**
- D. Net listing

The exclusive right to sell listing agreement offers the most protection for a real estate agent because it guarantees that the agent will receive a commission regardless of who sells the property, whether it is the agent, the owner, or another broker. Under this type of agreement, the agent is the only representative authorized to sell the property, which gives them exclusive rights to market and negotiate on behalf of the seller. This arrangement incentivizes the agent to actively promote the property since they are assured of their commission upon a sale. It fosters a stronger commitment to the marketing efforts, as the agent knows that their work will directly impact their earnings. Additionally, it typically leads to a more proactive approach in finding buyers, as the agent is given clear authority to manage the sales process. In contrast, other types of agreements like open listings or exclusive agency listings do not guarantee a commission for the agent if another party facilitates the sale, leading to less security and motivation for the agent. The net listing, while it may seem beneficial, can present ethical concerns and is not widely used as it may lead to conflicts of interest regarding the sale price.

## 7. What must a seller's agent provide to potential buyers?

- A. A disclosure of any known material defects**
- B. A price reduction based on market analysis**
- C. A list of open houses for the property**
- D. A warranty for the property's condition**

A seller's agent has a legal and ethical obligation to provide a disclosure of any known material defects to potential buyers. This requirement is in place to ensure transparency in the transaction and to protect both parties involved. This disclosure is crucial because it allows buyers to make informed decisions based on the property's condition. Material defects are issues that could affect the property's value or safety, and failing to disclose them might lead to legal consequences for the agent and the seller. While ideas like offering a price reduction based on market analysis, listing open houses for the property, or providing a warranty could potentially enhance the selling experience, they are not mandatory obligations. The essential role of the seller's agent is to ensure that all significant information that could affect the buyer's decision is communicated clearly and completely, making the disclosure of known material defects a non-negotiable part of the seller's agent's responsibilities.

## 8. What does earnest money in real estate typically represent?

- A. A donation to the seller**
- B. A deposit made to demonstrate a buyer's serious intent to purchase**
- C. An additional fee for processing the sale**
- D. A penalty for withdrawing from the deal**

Earnest money in real estate serves as a deposit made by the buyer to show their serious intent to complete the purchase of a property. This money is an important element in real estate transactions as it demonstrates the buyer's commitment and provides the seller with assurance that the buyer is genuinely interested in moving forward with the deal. When the buyer submits earnest money, it is typically held in an escrow account until the transaction is completed. If the purchase goes through, the earnest money is usually applied toward the down payment or closing costs. If the deal falls through due to contingencies outlined in the purchase agreement, the buyer may receive their earnest money back. However, if the buyer withdraws from the deal without a valid reason, the seller may be entitled to keep the earnest money as compensation for their time and resources spent on the transaction. Understanding the role of earnest money is crucial for both buyers and sellers, as it sets the tone for the negotiations and overall commitment level within a real estate transaction.

**9. In a foreclosure, who has the first claim to the proceeds from the sale?**

- A. The borrower who lost the property**
- B. The lender holding the mortgage**
- C. The local government**
- D. The real estate agent involved in the sale**

In a foreclosure, the lender holding the mortgage has the first claim to the proceeds from the sale of the property. This is because the lender is the party that has a secured interest in the property, having provided the borrower with financing under the terms of the mortgage agreement. When a foreclosure occurs, the property is sold in order to satisfy the outstanding debt owed by the borrower to the lender. The proceeds from the sale are typically used first to pay off the mortgage loan, including any interest and fees. If there are any funds remaining after the mortgage debt is settled, these may then be distributed to other parties in line with their claims. This priority in claims is rooted in the legal principle that secured creditors, like the lender in a mortgage agreement, have a right to be repaid before unsecured creditors or the borrower themselves. Thus, the correct answer reflects the established priority of claims in foreclosure situations, where the lender's financial interest is addressed first.

**10. In the context of real estate, which of the following is NOT considered part of real property?**

- A. Buildings**
- B. Land**
- C. Vehicles**
- D. Trees on the property**

In real estate terminology, real property encompasses land and all permanent attachments to it, such as buildings and trees. Therefore, vehicles, which are movable and not affixed to the land or property, do not fall under the definition of real property. Real property is distinguished by its immovability and the fact that it remains with the land, while vehicles are classified as personal property due to their ability to be transported and their lack of permanence on the property. This clarification establishes why vehicles are not considered part of real property in this context.

# Next Steps

**Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.**

**As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.**

**If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at [hello@examzify.com](mailto:hello@examzify.com).**

**Or visit your dedicated course page for more study tools and resources:**

**<https://delawaresalespersonprelicense.examzify.com>**

**We wish you the very best on your exam journey. You've got this!**

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