

# Utah Law School Practice Exam (Sample)

## Study Guide



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

**This is a sample study guide. To access the full version with hundreds of questions,**

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**SAMPLE**

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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. Don't worry about getting everything right, 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, and take breaks to retain information better.**

## **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.**

## **7. Use Other Tools**

**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!**

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## **Questions**

- 1. Which of the following is NOT needed for an unlicensed auctioneer to perform an auction?**
  - A. A principal broker present at the auction**
  - B. Earnest money deposited in broker's trust account**
  - C. A licensee to fill out the Real Estate Purchase Agreement**
  - D. Principal broker's review and approval of documents**
- 2. What are the continuing education requirements for real estate agents in Utah?**
  - A. Eighteen hours every two years, including at least 9 hours of core courses**
  - B. Six hours of core classes every year**
  - C. Twelve hours of any approved subject plus the State's core course**
  - D. 24 hours of CE required upon reactivating after 4 1/2 years inactive**
- 3. How is "eminent domain" defined under Utah law?**
  - A. The right to seize private property without compensation**
  - B. The power to take property for private use with compensation**
  - C. The government's right to take private property for public use, with compensation**
  - D. The authority to impose regulations on property development**
- 4. In custody cases, which aspect is prioritized by the courts in Utah?**
  - A. The parent's income level**
  - B. The child's emotional and physical well-being**
  - C. The parent's employment status**
  - D. The distance between parents' homes**
- 5. Which of these options is NOT considered a State Approved Form?**
  - A. AITD or All-Inclusive Trust Deed**
  - B. Addendum**
  - C. Utah Uniform Real Estate Contract (UREC)**
  - D. Utah Standard Lease Form**



- 6. In Utah, what is meant by "duty to rescue"?**
- A. There is a legal obligation to rescue all individuals in peril**
  - B. There is generally no legal duty to rescue unless a special relationship exists**
  - C. The responsibility varies by county**
  - D. It is a moral obligation only**
- 7. According to Utah law, what constitutes a valid contract?**
- A. Offer and mutual admiration**
  - B. Offer, acceptance, consideration, and mutual intent to be bound**
  - C. Written agreement only**
  - D. Agreement with witnesses only**
- 8. What is the maximum time frame for a landlord to return a security deposit in Utah after lease termination?**
- A. 15 days**
  - B. 30 days**
  - C. 60 days**
  - D. 90 days**
- 9. What is the statute of limitations for most personal injury claims in Utah?**
- A. Two years**
  - B. Four years**
  - C. Six years**
  - D. Ten years**
- 10. In relation to divorce, what is required for a court in Utah to have jurisdiction?**
- A. Both spouses must be present**
  - B. At least one spouse must reside in Utah for six months**
  - C. The marriage must have occurred in Utah**
  - D. A mutual agreement from both parties**

## **Answers**

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

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## **Explanations**

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**1. Which of the following is NOT needed for an unlicensed auctioneer to perform an auction?**

- A. A principal broker present at the auction**
- B. Earnest money deposited in broker's trust account**
- C. A licensee to fill out the Real Estate Purchase Agreement**
- D. Principal broker's review and approval of documents**

The correct choice is that a principal broker's review and approval of documents is not needed for an unlicensed auctioneer to perform an auction. In the context of real estate transactions in Utah, it is common for various tasks and responsibilities to be delineated between licensed individuals and their roles in an auction process. Unlicensed auctioneers may carry out the act of conducting an auction itself, as this action does not necessarily require the oversight of a principal broker in the same way that contractual documentation or real estate transaction processes do. However, having a principal broker present at the auction ensures compliance with legal requirements and oversight but is not mandated for the auction to take place. In contrast, earnest money typically needs to be deposited in a broker's trust account as part of the real estate transaction processes to manage client funds correctly. Additionally, a licensee is required to complete legal documents such as the Real Estate Purchase Agreement, which ensures that the sale complies with state law. Thus, while the involvement of a principal broker generally adds a layer of protection and professionalism to the auction process, their review and approval of documents specifically is not a prerequisite for an unlicensed auctioneer to conduct the auction itself.

**2. What are the continuing education requirements for real estate agents in Utah?**

- A. Eighteen hours every two years, including at least 9 hours of core courses**
- B. Six hours of core classes every year**
- C. Twelve hours of any approved subject plus the State's core course**
- D. 24 hours of CE required upon reactivating after 4 1/2 years inactive**

The correct answer is based on the established requirements for continuing education for real estate agents in Utah. Real estate agents must complete a total of eighteen hours of continuing education every two years, which includes at least nine hours dedicated specifically to core courses. This structure ensures that agents stay updated on essential laws, regulations, and practices in the real estate field, maintaining their competency and professionalism. The emphasis on both a specified number of overall hours and the requirement of core courses highlights the importance of foundational knowledge in the profession while also allowing for some flexibility with the remaining hours, which can include elective classes relevant to real estate. This model aims to balance the need for comprehensive education while ensuring agents have the option to pursue topics that are pertinent to their specific practice area and needs. Other options present different interpretations of the requirements, such as annual requirements or varying amounts of hours over different time frames, but they do not accurately reflect the standard protocol set forth by Utah regulations for real estate continuing education.

### 3. How is "eminent domain" defined under Utah law?

- A. The right to seize private property without compensation
- B. The power to take property for private use with compensation
- C. The government's right to take private property for public use, with compensation**
- D. The authority to impose regulations on property development

Eminent domain under Utah law is defined as the government's right to take private property for public use, with compensation provided to the property owner. This doctrine is rooted in the Fifth Amendment of the U.S. Constitution, which establishes that private property cannot be taken for public use without just compensation. In the context of Utah law, this means that if the state or local government needs to acquire private land to construct roads, schools, parks, or other public facilities, it has the legal authority to do so. However, the property owner must be compensated fairly for their property, reflecting its market value, to ensure that the taking is just. This principle balances the needs of the community with the rights of individual property owners, providing a framework for fair compensation and addressing potential grievances when property is taken for public benefit. The other options reflect incorrect interpretations of eminent domain. The notion of seizing property without compensation runs contrary to both state and federal legal standards, while taking property for private use contradicts the public use requirement inherent in the doctrine. Lastly, imposing regulations on property development pertains more to zoning law than to the concept of eminent domain itself.

### 4. In custody cases, which aspect is prioritized by the courts in Utah?

- A. The parent's income level
- B. The child's emotional and physical well-being**
- C. The parent's employment status
- D. The distance between parents' homes

In custody cases in Utah, the courts prioritize the child's emotional and physical well-being. This standard stems from the overarching principle that decisions regarding custody should always center on what is in the best interests of the child. The court takes into consideration various factors, such as the child's needs, their emotional stability, and overall health. Child well-being encompasses not only emotional support but also a stable environment where the child can thrive. The courts assess the ability of each parent to provide a nurturing and supportive atmosphere, focusing on the child's relationship with each parent, their mental and physical health, as well as their developmental needs. While other factors, such as a parent's income level, employment status, and the distance between parents' homes, can play a role in custody decisions, they are secondary to the child's well-being. The child's best interests are paramount and are the driving force behind custody determinations, ensuring that decisions facilitate a healthy upbringing for the child involved.

**5. Which of these options is NOT considered a State Approved Form?**

- A. AITD or All-Inclusive Trust Deed**
- B. Addendum**
- C. Utah Uniform Real Estate Contract (UREC)**
- D. Utah Standard Lease Form**

The Utah Standard Lease Form is not considered a State Approved Form. In Utah, certain forms are officially recognized and endorsed by the state for specific transactions, and while the Utah Uniform Real Estate Contract (UREC), All-Inclusive Trust Deed (AITD), and Addendum are recognized in various scenarios, the Utah Standard Lease Form does not fall under the umbrella of state-approved documents. State-approved forms are typically created or vetted by government agencies and are designed to ensure compliance with state laws, providing a level of protection for the parties involved. In contrast, lease agreements can vary widely in their terms and conditions based on the specific needs of the landlords and tenants, which is why the state may not maintain a standardized form for leases. This distinction highlights the necessity for parties to draft their own lease agreements or utilize forms that have been prepared with legal counsel rather than relying on a state-approved version.

**6. In Utah, what is meant by "duty to rescue"?**

- A. There is a legal obligation to rescue all individuals in peril**
- B. There is generally no legal duty to rescue unless a special relationship exists**
- C. The responsibility varies by county**
- D. It is a moral obligation only**

In Utah, the concept of a "duty to rescue" typically means that there is generally no legal obligation for individuals to assist or rescue others who are in danger, unless a special relationship exists between the parties involved. This aligns with the majority rule in tort law, where the absence of a specific legal duty to act is the standard unless circumstances create a legal obligation. Certain relationships, such as that between a parent and child, an employer and employee, or a caregiver and a patient, do establish a duty to act in emergencies. However, in the absence of these special relationships, individuals are not legally compelled to intervene in situations where someone else is in peril. This legal principle is grounded in the value of personal autonomy and the recognition that individuals should not be forced to take risks or act against their will. The suggestion that there is a legal obligation to rescue all individuals in peril would not reflect the legal standards in Utah, as it does not take into account the nuances of duty relationships. Similarly, the idea that responsibilities vary by county is not accurate; the principles of tort law are generally consistent across the state. Lastly, categorizing it solely as a moral obligation overlooks the legal framework that delineates when duties are enforceable in a court of

**7. According to Utah law, what constitutes a valid contract?**

- A. Offer and mutual admiration
- B. Offer, acceptance, consideration, and mutual intent to be bound**
- C. Written agreement only
- D. Agreement with witnesses only

A valid contract under Utah law requires several essential elements, one of which is the presence of an offer and acceptance. This forms the basis of mutual agreement between the parties involved. In addition to that, consideration is necessary; this means that something of value must be exchanged between the parties. This could be money, services, or a promise to do (or not do) something. Moreover, there must be a mutual intent to be bound by the terms of the agreement. This indicates that both parties understand the contract's implications and are willing to enter into it. These elements together ensure that the agreement is enforceable in a court of law. Other options do not fully encompass the necessary components of a valid contract. For example, mere admiration or a written agreement alone do not satisfy the requirements of consideration or mutual intent to be bound. Similarly, while having witnesses might add credibility to an agreement, it is not a fundamental aspect of contract validity under Utah law. Thus, the correct answer encapsulates the comprehensive criteria needed for a contract to be considered valid in this jurisdiction.

**8. What is the maximum time frame for a landlord to return a security deposit in Utah after lease termination?**

- A. 15 days
- B. 30 days**
- C. 60 days
- D. 90 days

In Utah, the law stipulates that a landlord must return a tenant's security deposit within 30 days after the lease has terminated and the tenant has vacated the rental property. This timeline is designed to ensure that tenants can receive their deposits promptly, allowing them to use those funds for future housing or related expenses. If any deductions are made for damages or unpaid rent, the landlord must provide an itemized list of those deductions along with the remaining deposit. This requirement promotes transparency and helps prevent disputes regarding the return of security deposits. The law is established under Utah Code Title 57, which outlines the responsibilities of landlords concerning security deposits. While other options such as 15 days, 60 days, and 90 days may seem feasible, they do not reflect the statutory requirement in Utah. Therefore, the 30-day timeframe is the correct and legally mandated period for landlords to follow.



**9. What is the statute of limitations for most personal injury claims in Utah?**

- A. Two years**
- B. Four years**
- C. Six years**
- D. Ten years**

In Utah, the statute of limitations for most personal injury claims is four years. This time frame begins from the date of the injury. The reasoning behind this four-year limit is rooted in the need for legal stability and the efficient resolution of disputes. A longer time would make it difficult to gather evidence, as memories fade and witnesses may no longer be available over time. Thus, after four years, a person generally loses their right to file a lawsuit regarding personal injuries, barring certain exceptional circumstances that may extend this limitation. These might include cases involving minors or situations where a party was under a legal disability. Understanding this statute is crucial for any individual pursuing a personal injury claim, as it emphasizes the importance of timely action within the established period.

**10. In relation to divorce, what is required for a court in Utah to have jurisdiction?**

- A. Both spouses must be present**
- B. At least one spouse must reside in Utah for six months**
- C. The marriage must have occurred in Utah**
- D. A mutual agreement from both parties**

For a Utah court to have jurisdiction over a divorce case, at least one spouse must reside in Utah for six months prior to filing for divorce. This residency requirement is crucial because it establishes a legal connection to the state, thereby allowing the court to adjudicate the divorce proceedings involving the parties. This requirement ensures that the court has authority to make decisions regarding the marriage, such as the division of property, custody of children, and support obligations. It also serves to prevent forum shopping, where someone might seek to file for divorce in a jurisdiction they believe will be more favorable to their case without having a genuine connection to that place. The other options do not satisfy the jurisdictional requirements. For instance, both spouses being present is not necessary, nor is it essential that the marriage itself occurred in Utah. Furthermore, while mutual agreement can impact the proceedings, it does not affect the court's ability to have jurisdiction over the case. Thus, the key criterion is the residency of at least one spouse in Utah for six months prior to the divorce filing.

# 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://utahlawschool.examzify.com>**

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