PASS GEORGIA
REAL ESTATE EXAM PREP

GEORGIA REAL ESTATE EXAM GLOSSARY

Unenforceable contract

An unenforceable contract is an agreement that may otherwise be valid but cannot be enforced in court because of a legal defense such as failure to satisfy the Statute of Frauds or expiration of a limitation period.

OFFICIAL AREA	KNOWLEDGE CLUSTER	LEARNING SYSTEM
Contracts	Contract enforceability	Define, distinguish, apply, retrieve

SOURCE STANDARD

Official exam outline plus authoritative Georgia or federal references where the topic has a controlling rule. Independent educational resource, not affiliated with GREC or PSI.

01 / COMPLETE LESSON

Build the complete exam definition

Learn the rule, separate it from the nearest distractor, then apply it to a Georgia fact pattern.

CORE DEFINITION

What does Unenforceable contract mean?

An unenforceable contract is an agreement that may otherwise be valid but cannot be enforced in court because of a legal defense such as failure to satisfy the Statute of Frauds or expiration of a limitation period.

CLOSEST DISTINCTION

How do you separate the nearest exam answer?

Unenforceable concerns the remedy in court. Void means no legal contract existed, while voidable means a protected party may choose whether to avoid it.

GEORGIA APPLICATION

What changes or stays the same in Georgia?

Real estate exam questions often connect unenforceability with an insufficient signed writing under Georgia's Statute of Frauds.

WORKED EXAMPLE

The parties orally agree to a land sale but create no sufficient signed writing, leaving the agreement subject to the Statute of Frauds defense.

EXAM TRAP

Do not label every unenforceable agreement void. The reason enforcement fails determines the status.

Memory cue: Do not label every unenforceable agreement void.

02 / PRACTICE AND MASTERY

Retrieve the rule under exam conditions

Answer before reading the explanation. Then explain why every distractor belongs to a different term.

ORIGINAL PRACTICE CHECK

Which statement correctly explains Unenforceable contract?

- **A** The Statute of Frauds is the legal rule requiring specified agreements, including contracts for the sale of land, to be evidenced by a sufficient writing signed by the party against whom enforcement is sought.
- **B** A void contract has no legal effect from the outset because an essential legal requirement is absent or the agreement is for an unlawful purpose.
- **C** An unenforceable contract is an agreement that may otherwise be valid but cannot be enforced in court because of a legal defense such as failure to satisfy the Statute of Frauds or expiration of a limitation period.
- **D** A voidable contract is a valid contract that one protected party may affirm or avoid because of a legal condition such as fraud, duress, misrepresentation, incapacity, or another recognized defense.

CORRECT ANSWER: C

Unenforceable contract is correct. An unenforceable contract is an agreement that may otherwise be valid but cannot be enforced in court because of a legal defense such as failure to satisfy the Statute of Frauds or expiration of a limitation period. Unenforceable concerns the remedy in court. Void means no legal contract existed, while voidable means a protected party may choose whether to avoid it. Real estate exam questions often connect unenforceability with an insufficient signed writing under Georgia's Statute of Frauds.

MASTERY TRACKER

Mark each box only when you can perform the skill without looking.

- [ ] I can define the term in one precise sentence.
- [ ] I can separate it from the closest look-alike.
- [ ] I can explain the Georgia rule or confirm that the national rule applies.
- [ ] I can answer the practice check and explain every option.

03 / CONNECTIONS AND AUTHORITY

Connect the term to the wider exam

Use these relationships to move from isolated recall to a connected exam model.

RELATED TERM

Statute of Frauds

The Statute of Frauds is the legal rule requiring specified agreements, including contracts for the sale of land, to be evidenced by a sufficient writing signed by the party against whom enforcement is sought.

https://www.passgeorgiarealestate.com/glossary/statute-of-frauds

RELATED TERM

Void contract

A void contract has no legal effect from the outset because an essential legal requirement is absent or the agreement is for an unlawful purpose.

https://www.passgeorgiarealestate.com/glossary/void-contract

RELATED TERM

Voidable contract

A voidable contract is a valid contract that one protected party may affirm or avoid because of a legal condition such as fraud, duress, misrepresentation, incapacity, or another recognized defense.

https://www.passgeorgiarealestate.com/glossary/voidable-contract

RELATED TERM

Executory contract

An executory contract is a valid agreement under which one or more parties still have material performance due, such as a purchase contract between acceptance and closing.

https://www.passgeorgiarealestate.com/glossary/executory-contract

RECOMMENDED NEXT COMPLETE LESSON

Contracts complete lesson

https://www.passgeorgiarealestate.com/study-guide/contracts/validity-and-enforceability

EXAM SOURCES AND AUTHORITY NOTES

1. PSI Georgia Candidate Information Bulletin, 7/1/2026

Official exam administration and content-outline source.

https://test-takers.psiexams.com/api/content/bulletin/4672

2. Official Code of Georgia Annotated, public access portal

State-authorized public access to current Georgia statutes, including Title 44 property law.

https://www.lexisnexis.com/hottopics/gacode/Default.asp