WISCONSIN REAL ESTATE MAGAZINE

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March 2020 Vol. 36, No. 6

FEATURE MY LLC, MY FAMILY AND ME

by **Jennifer Lindsley**

Wisconsin real estate licensees have additional disclosure and consent obligations when they are representing entities, such as LLCs, in which the licensees have an interest; representing family; or when engaging in personal transactions. Follow Lola Licensee's story and her disclosure obligations in various scenarios starting on page 6.

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BY **DAVE CLARK**
PROFESSOR OF ECONOMICS AT MARQUETTE UNIVERSITY
PRINCIPAL AT ECON ANALYTICS, LLC
WISCONSIN MONTHLY HOUSING REPORT

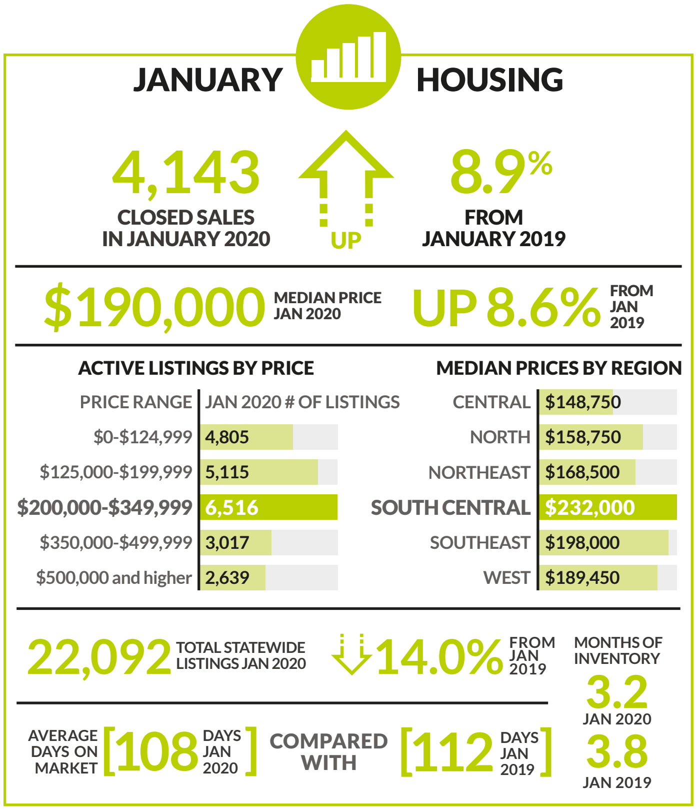
Wisconsin Housing Market Remains Hot in January

For the second straight month, robust sales of existing homes and limited statewide inventories of homes for sale drove housing prices higher, according to the most recent evaluation of the state housing market. January home sales were 8.9 percent higher than existing home sales in January 2019, and the median price rose 8.6 percent to $190,000 over that same 12-month period.

"What's amazing is that we performed so well in light of historically low inventory levels in January," said WRA Chairman Steve Beers. "The WRA began tracking inventory levels in December 2009, and we set a new low mark in January," Beers added. Specifically, the state had just 22,092 listings in January, which is down 14 percent from January 2019. "It's not surprising to see inventories tighten in the winter, but we've never seen them this low, even in January," said Beers.

Read more: www.wra.org/HSRJan2020

David Clark, Ph.D., is a professor of economics at Marquette University and principal at ECON Analytics, LLC, and serves as a consultant for the WRA in the analysis of home sales data as well as in the preparation of the monthly Wisconsin Housing Report. For more information, contact Clark at 414-803-6537.



HOUSING STATISTICS MONTHLY ACTIVITY — JANUARY 2020						
Statewide	**January 2020**	**January 2019**	**% Change**	**YTD 2020**	**YTD 2019**	**% Change**
New Listings	5,932	6,265	-5.3%	N/A	N/A	N/A
Total Listings	22,092	25,697	-14.0%	N/A	N/A	N/A
Closed Sales*	4,143	3,804	+8.9%	4,143	3,804	+8.9%
Median Sales Price	$190,000	$175,000	+8.6%	$190,000	$175,000	+8.6%
Months of Inventory	3.2	3.8	-15.8%	N/A	N/A	N/A
Avg. Days on Market	108	112	-3.6%	N/A	N/A	N/A
Affordability Index	220	215	+2.3%	N/A	N/A	N/A
	Median Price			**Closed Sales**		
Region	**January 2020**	**January 2019**	**% Change**	**January 2020**	**January 2020**	**% Change**
Central	$148,750	$142,000	+4.8%	252	241	+4.6%
North	$158,750	$138,500	+14.6%	360	346	+4.0%
Northeast	$168,500	$150,200	+12.2%	785	728	+7.8%
South Central	$232,000	$224,900	+3.2%	783	728	+7.6%
Southeast	$198,000	$180,000	+10.0%	1,581	1,453	+8.8%
West	$189,450	$189,000	+0.2%	382	308	+24.0%

*Report criteria: Reflecting data through January 2020. *Total statewide closed sales may differ from the summed regional sales due to a small number of sales not being assigned to a county.*

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INSIDE *the* WRA

Leadership Applications Available

The WRA nominating committee is accepting applications for future leadership positions for the 2020-21 year. Applications are available for:

- WRA executive committee vice president
- NAR board of director

The application deadline is March 15, 2020. Learn more and apply at www.wra.org/application (WRA login required).

REALTOR® Children Scholarships

Application deadline is March 13, 2020! This is your final chance to apply for the Wisconsin REALTORS® Foundation's REALTOR® Children's Scholarship. The foundation is offering 20 scholarships in the amount of $1,000 each.

If you're a REALTOR® and your son or daughter meets the eligibility criteria, apply ASAP. The application is available at www.wra.org/Scholarship or by contacting Sandy at SandyB@wra.org.

Coronavirus Guidance

In response to the growing concerns about COVID-19, commonly referred to as coronavirus, the National Association of REALTORS® recently released guidance to help REALTORS® respond to the coronavirus' potential impact on the real estate industry.

See the guidance at www.nar.realtor/coronavirus-a-guide-for-realtors.

Editorial Correction: The REALTOR® recognition supplement of the February magazine incorrectly listed the corporate ally program contributors. The correct list is:

Platinum R ($10,000):
- Wisconsin REALTORS® Association

Golden R ($5,000):
- Shorewest REALTORS® — Relocation
- South Central WI MLS Corp.

Crystal R ($2,500):
- First Weber Inc.

Sterling R ($1,000):
- Central Wisconsin MLS
- Door County Board/MLS
- Lakes Area REALTORS® Association Inc.
- REALTORS® Association of Northeast Wisconsin MLS
- REALTORS® Association of South Central Wisconsin
- Southshore MLS Inc.
- Western Wisconsin REALTORS® Association

BY **JENNIFER LINDSLEY**
WRA DIRECTOR OF TRAINING AND STAFF ATTORNEY
FEATURE

My LLC, My Family and Me

Disclosure and consent when representing entities, family and yourself

Wisconsin real estate licensees have additional disclosure and consent obligations when they are representing entities, such as LLCs, in which the licensees have an interest; representing family; or when engaging in personal transactions.

SELLING OR BUYING PROPERTY FOR YOUR LLC

Say a licensee creates a limited liability company (LLC) for investment properties, which is called Lola Rentals LLC. Lola Licensee is the only member of Lola Rentals LLC. Lola Licensee is an agent for ABC Real Estate. Lola Licensee frequently acts as the agent for Lola Rentals LLC when selling or buying properties for her LLC. What are her disclosure obligations, and how can she legally act as an agent for Lola Rentals LLC?

What is an LLC?

An LLC is a limited liability company. In Wisconsin, LLCs are governed by Wis. Stat. Chap. 183 Limited Liability Companies. LLCs are ubiquitous in real estate and many other businesses but are a relatively new entity for conducting business. Wisconsin's first iteration of the LLC statute did not go into effect until January 1, 1994. In simple terms, an LLC provides the flexibility of operating as a partnership while providing the limitation of liability enjoyed by corporations. Additionally, LLCs are relatively easy to create and have minimum filing requirements with the Wisconsin Department of Financial Institutions (DFI).

In addition to other activities that an LLC can conduct, an LLC can "purchase, take, receive, lease or otherwise acquire and own, hold, improve, use and otherwise deal in or with real or personal property, or any other legal or equitable interest in real or personal property" if such activity is not restricted by the LLC's operating agreement.

What are the laws or rules related to acting on behalf of one's LLC, one's family or one's LLC?

Four different laws and rules, detailed in the box to the right, are related to acting on behalf of an LLC or a family LLC:

- Wis. Stat 452.13 rule regarding prohibited conduct
- Wis. Admin. Code § REEB 24.05(2) regarding disclosure of interest
- Article 4 of the REALTOR® Code of Ethics
- Standard of Practice 4-1 of the REALTOR® Code of Ethics

Laws and Rules Related to Acting on Behalf of One's LLC, One's Family or One's LLC

Wis. Stat. § 452.133(3)(b) Prohibited Conduct

In providing brokerage services, a licensee may not do any of the following: act in a transaction on the licensee's own behalf, on behalf of the licensee's immediate family if the firm is an individual, on behalf of the licensee's firm, or on behalf of any organization or business entity in which the licensee has an interest, without the prior written consent of all parties to the transaction. For the purpose of complying with this paragraph, a licensee shall obtain the written consent in the offer to purchase, option, lease or other transaction contract.

Wis. Admin. Code § REEB 24.05(2) Disclosure of Interest

A licensee acting as an agent in a real estate or business opportunity transaction may not act in the transaction on the licensee's own behalf, on behalf of the licensee's firm, on behalf of any member of the licensee's immediate family or any combination of members of the licensee's immediate family, or on behalf of any other organization or business entity in which the licensee has an interest without the prior written consent of all parties to the transaction. For the purpose of this subsection, a licensee shall obtain the written consent in the offer to purchase, option, lease or other transaction contract.

Article 4 REALTOR® Code of Ethics

REALTORS® shall not acquire an interest in or buy or present offers from themselves, any member of their immediate families, their firms or any member thereof, or any entities in which they have any ownership interest, any real property without making their true position known to the owner or the owner's agent or broker. In selling property they own, or in which they have any interest, REALTORS® shall reveal their ownership or interest in writing to the purchaser or the purchaser's representative. (Amended 1/00)

Standard of Practice 4-1

For the protection of all parties, the disclosures required by Article 4 shall be in writing and provided by REALTORS® prior to the signing of any contract. (Adopted 2/86)

How does Lola Licensee comply with the rules when selling property for Lola Rentals LLC?

She cannot act on behalf of Lola Rentals LLC without the prior written consent of all the parties because Lola Rentals LLC is an "organization or business entity in which" Lola Licensee has an interest. If she wants to sell a property owned by Lola Rentals LLC using her firm, Lola Licensee must list it with ABC Real Estate with a listing contract. ABC Real Estate is the firm, and Lola Rentals LLC is the client. Lola Licensee is the listing agent. To expedite compliance with her disclosure obligation, she may choose to disclose to other agents that she is a member of the seller's LLC. By disclosing this information to other agents, other agents can include this information when drafting offers by stating in the Additional Provisions or in an addendum that "All parties understand licensee, ___________, has an interest in the (Buyer) (Seller) [STRIKE ONE] entity or organization and consent to the licensee serving as a real estate agent for that entity or organization in this transaction. Lola Licensee (Listing Agent) is a member of Lola Rentals LLC (Seller)." If a buyer submitted an offer that did not include this disclosure, Lola Licensee would need to counter the offer to include this information to obtain the prior written consent of all parties, and the consent shall be in the "offer to purchase, option, lease, or other transaction contract."

When listing properties owned by her LLC, she must also be mindful that her disclosure obligations as the listing agent are distinctly different from her disclosure obligations as a seller. Lola Licensee, as the sole member of Lola Rentals LLC, must complete a real estate condition report if the property being sold contains 1-4 dwelling units, even if Lola Licensee herself has never lived in the property being offered for sale. When completing a real estate condition report, a seller must disclose known defects whereas a listing agent must disclose material adverse facts and information suggesting material adverse facts. Lola Licensee's disclosure obligations are broader than Lola Rentals LLC's disclosure obligations. Lola Rentals LLC only must disclose the "for sure" issues with the property, whereas Lola Licensee must disclose the "for sure" issues with the property and the "maybe" issues with a property.

How does Lola Licensee comply with the rules when buying property for Lola Rentals LLC?

If Lola Licensee would like to act as a buyer's agent for Lola Rentals LLC in purchasing a property, Lola Rentals LLC must hire Lola Licensee's firm, ABC Real Estate, with a buyer agency agreement. Lola Rentals LLC is the client of ABC Real Estate. If Lola Licensee tried to represent Lola Rentals LLC as a customer without acting as a buyer's agent, Lola Licensee's duties as a fiduciary to Lola Rentals LLC and her duties as a subagent of the listing firm will be in conflict. Lola Rentals LLC hires ABC Real Estate with a buyer agency agreement. In any offer Lola Licensee writes for Lola Rentals LLC, she must include a statement disclosing her interest in Lola Rentals LLC. The statement could be the same statement Lola Licensee used when disclosing her interest when listing a property for Lola Rentals LLC but indicate that she has an interest in the buyer entity or organization.

When representing an LLC in which the licensee has an interest, the licensee must remember to treat the LLC as the legally distinct entity it is and disclose that the licensee has an interest in the LLC. The disclosure shall be in the offer, option, lease or other transaction document. If Lola Licensee was writing an offer for a corporation in which she held stock, a non-profit where she occupied a board seat, or any other organization or business entity in which she has an interest, she would have to disclose her interest and obtain prior written consent to act on behalf of the organization or business entity; and her consent is obtained in the offer, option, lease or other transaction document.

SELLING OR BUYING PROPERTY FOR YOUR FAMILY

Lola Licensee's family members turn to her for all their real estate needs. She lists property for family members, and she writes offers. How can she correctly provide real estate services to her family members? A licensee cannot act on behalf of the licensee's immediate family without the prior written consent of all the parties. Lola Licensee must adhere to the "immediate family" definition that's outlined in the state administrative code:

Wis. Admin. Code § REEB 11.02(6m): "Member of the licensee's immediate family" means any of the following:

(a) A parent, stepparent, grandparent, foster parent, child, stepchild, grandchild, foster child, brother, sister, aunt, or uncle of the licensee.

(b) The spouse or domestic partner of the licensee or of any person listed in par. (a).

Lola Licensee's sister is interested in a property listed by a firm with which Lola Licensee has no affiliation and asked Lola Licensee to submit the offer. How does Lola Licensee handle this scenario?

Lola Licensee's sister wants to submit an offer on a property listed by XYZ Real Estate. While not required, Lola Licensee may consider asking her sister to sign a buyer agency agreement with Lola Licensee's firm, which is ABC Real Estate. If her sister does not sign a buyer agency agreement with ABC Real Estate, her sister will be a customer of ABC Real Estate and not a client. As such, Lola Licensee could not offer her sister information and advice on matters that are material to her client's transaction. To avoid actual conflicts of interest or the appearance of conflicts of interest, Lola Licensee should probably enter into a buyer agency agreement with her sister and represent her as a client rather than attempting to offer brokerage services to her as a customer and as a subagent of the listing firm, XYZ Real Estate.

Lola Licensee and her sister decide to enter into a buyer agency agreement to avoid the potential conflict of interest, and Lola Licensee can now draft an offer for her sister. Because her sister is her immediate family, though, Lola Licensee must obtain the prior written consent to act on behalf of her sister, and the consent must be in the "offer to purchase, option, lease, or other transaction contract." To obtain this consent, she can include a provision, such as, "All parties understand (Buyer) (Seller) [STRIKE ONE] is related to the Wisconsin real estate licensee acting on (Seller's)(Buyer's) [STRIKE ONE] behalf and consent to the licensee serving as a real estate agent in this transaction."

Lola Licensee's sister is ready to sell property and asked Lola Licensee to list the property. What does Lola Licensee do in this situation?

Lola Licensee can list the property with Lola Licensee's firm, ABC Real Estate. Her sister would enter into a listing contract where the sister would be a client of ABC Real Estate. To expedite disclosure and obtain consent to represent a family member, Lola Licensee could disclose her relationship to the seller to other licensees so they could include appropriate disclosure and consent language in any offer to purchase, option, lease or other transaction contract. If an agent submitted an offer to purchase, option, lease or other transaction contract that did not include the disclosure and consent language, Lola Licensee would have to counter the proposal to incorporate the language using the same or a similar provision that she used to include the consent and disclosure that she drafted for her sister.

SELLING OR BUYING PROPERTY FOR YOURSELF

What if Lola Licensee wants to buy property for herself or sell property she personally owns that's not owned by Lola Rentals LLC?

In addition to obtaining the prior written consent of all parties, when a licensee is acting as a principal, such as a seller or a buyer in a transaction, the licensee must disclose that the licensee has a real estate license. The disclosure must be in writing and must be made even before submitting an offer or other written proposal. Lola Licensee needs to disclose in writing that she is licensed. Her disclosure obligation is specifically outlined in Wis. Admin. Code § REEB 24.05:

Wis. Admin. Code § REEB 24.05(5) Disclosure of licensure.
(a) A licensee acting as a principal in a real estate or business opportunity transaction shall disclose his, her, or its license status and intent to act in the transaction as a principal at the earliest of all of the following:

1. The first contact with the other party or an agent representing the other party where information regarding the other party or the transaction is being exchanged.
2. A showing of the property.
3. Any other negotiation with the seller or the listing firm

(b) The disclosure under this subsection shall be made in writing to the other party in a transaction or to an agent representing the other party.

Lola Licensee may comply with this disclosure requirement by handing her business card that identifies Lola Licensee as a Wisconsin real estate licensee to an agent conducting an open house. She may comply with this disclosure by stating she is a Wisconsin real estate licensee in an email to the listing agent inquiring about a showing. If Lola Licensee is selling real estate that she owns personally and not owned by Lola Rentals LLC, she may disclose that she is licensed in the advertisement for the property. All these methods of disclosure would be effective as long as the disclosure is in writing and offered to the other party or the other party's agent at the first contact, a showing or any other negotiations.

While the disclosure of licensure must be made in writing and early on in the transaction, to comply with Wis. Stat. § 452.133(3)(a), Lola Licensee must also obtain the prior written consent of all parties to act on her own behalf in a transaction. To obtain the prior written consent, she could include in her offer language such as, "All parties understand Buyer is a real estate licensee with ___________. Buyer is purchasing the Property for (personal) (speculation) (investment) [STRIKE AS APPLICABLE] purposes and Buyer may realize a profit from a subsequent resale."

YOUR LLC, YOUR FAMILY AND YOU

As with many things in real estate, "disclose!" is the magic word when it comes to transactions in which the licensee has some interest other than just representing the seller, buyer, landlord or tenant. Remember that an LLC is a separate legal entity from its member or members. When a licensee is conducting a transaction on behalf of an LLC, corporation or other entity, the licensee must treat the LLC, corporation or other entity exactly as the licensee would treat any other seller or buyer. Even though the licensee may be the only member of the LLC, which does make it difficult to distinguish between the LLC as its own entity and the member of it, the licensee must observe all the formalities and disclosure obligations the licensee would observe with any other client. This means having a listing contract when selling property for an LLC in which the licensee has an interest, or also having a buyer agency agreement when buying property for an LLC in which the licensee has an interest.

In addition to following the same process and procedures a licensee would use when representing any party in a transaction, the licensee also must obtain the prior written consent of all parties when acting on behalf of the licensee, the licensee's family or any entity or organization, such as an LLC, in which the licensee has an interest.

Finally, when acting as a principal, a licensee must not forget to disclose that the licensee is licensed. Follow Lola Licensee's lead and always give proper disclosures and obtain consent before acting on behalf of your LLC, your family or yourself.

Jennifer Lindsley is Director of Training and a staff attorney for the WRA.

BY **DEBBI CONRAD**
SENIOR ATTORNEY AND DIRECTOR OF LEGAL AFFAIRS
LEGAL

Sorting Through Assistance Animal Requests

HUD's new assistance animal guidance

On January 28, 2020, the U.S. Department of Housing and Urban Development (HUD) released new guidance regarding "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act." The guidance, also referred to as the Assistance Animal Notice, gives a step-by-step flowchart-like primer of what HUD suggests are best practices regarding what information a housing provider, such as a landlord, property manager or condominium association, can request and consider when deciding whether to grant a reasonable accommodation.

The Fair Housing Act requires housing providers to permit a change or exception to a rule, policy, practice or service that may be necessary to provide people with disabilities affecting a major life activity with an equal opportunity to use and enjoy their home. The act defines a person with a disability to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment. The term "major life activity" means activities of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning and speaking.

The guidance addresses the type and amount of documentation a housing provider may ask a person with disabilities to provide in support of an accommodation request for an assistance animal, including documentation of a disability — that is, physical or mental impairments that substantially limit at least one major life activity — or a disability-related need for an assistance animal when the disability or disability-related need for the animal is non-obvious and not known to the housing provider.

FIRST RULE TO REMEMBER

A housing provider is not required to grant a reasonable accommodation that has not been requested. While it is not necessary to submit a written request, use a particular form, or to use the magic words "reasonable accommodation" or "assistance animal," individuals making a request are encouraged to do so in order to avoid miscommunication and maintain good records.

THE OBVIOUS CASE: SERVICE DOGS

The Assistance Animal Notice starts out by first addressing the obvious cases: trained service dogs.

Step 1: HUD indicates if the animal is a dog and it is readily apparent the dog is trained to do work or perform tasks for the benefit of the person with disabilities, then the housing provider should grant the requested accommodation and allow the dog. It is readily apparent, for example, when the dog is observed guiding a person who is blind or has low vision, pulling a wheelchair or aiding with stability or balance for a person with an observable mobility disability.

Step 2: If this is not readily apparent, then the housing provider may ask the person (1) "Is the animal required because of a disability?" and (2) "What work or task has the animal been trained to perform?" If the answer to question (1) is "yes" and work or a task is identified in response to question (2), the Assistance Animal Notice says the housing provider should grant the requested accommodation, if otherwise reasonable, because the animal qualifies as a service animal.

ALL THE OTHERS: SUPPORT ANIMALS

Under the guidance, there are two types of assistance animals:

1. Service dogs.
2. Other trained or untrained animals that do work; perform tasks; provide assistance; and/or provide therapeutic emotional support for persons with disabilities, referred to in the guidance as "support animals."

If there is no readily apparent service dog assisting the person with an apparent disability, the analysis takes another path.

Step 1: Does the person have an observable disability or does the housing provider already have information giving them reason to believe the person has a disability? The guidance says if the answer is "no," the housing provider is not required to grant the accommodation unless information of the disability is provided but may not deny the accommodation on the grounds that the person requesting the accommodation has not provided this information until the requester has been provided a reasonable opportunity to do so. This seems to beg the question of whether the person was asked for information. Other HUD statements advise the housing provider may request reliable disability-related information that (1) is necessary to verify that the person meets the act's definition of disability, (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. Locally it would seem the housing provider would prompt the person to provide the information if not volunteered.


SERVICE DOG

Step 2: If the disability is established, the next question is, "Has the person requesting the accommodation provided information which reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?" If the person was asked but has not provided such information, the reasonable accommodation need not be provided.

Step 3: Type of animal. If the disability and need for the animal have been established, the next inquiry relates to the type of animal. If the animal is of a type commonly kept in households, then the housing provider should grant the request for the reasonable accommodation. The Assistance Animal Notice declares if the animal is a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle or other small, domesticated animal traditionally kept in the home for pleasure, then the reasonable accommodation should be granted; the requestor has provided information confirming a disability-related need for the animal.

Reptiles other than turtles, barnyard animals, monkeys, kangaroos and other non-domesticated animals are not considered common household animals. Nevertheless, there will be unique animals in these categories that will need to be allowed upon thorough documentation. One example described in the guidance is a specially trained capuchin monkey that performs tasks for a person with paralysis caused by a spinal cord injury. The monkey has been trained to retrieve a bottle of water from the refrigerator, unscrew the cap, insert a straw, and place the bottle in a holder so the individual can get a drink of water. The monkey is also trained to switch lights on and off and retrieve requested items from inside cabinets. The individual has a disability-related need for this specific type of animal because the monkey can use its hands to perform manual tasks that a service dog cannot perform.

DOCUMENTATION FROM THE INTERNET

The Assistance Animal Notice does not lend much light to the widespread concerns with letters purchased online purporting to document a disability and a disability-related need for an animal. It states:

"Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee. Under the Fair Housing Act, a housing provider may request reliable documentation when an individual requesting a reasonable accommodation has a disability and disability-related need for an accommodation that are not obvious or otherwise known (footnote omitted). In HUD's experience, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.

By contrast, many legitimate, licensed health care professionals deliver services remotely, including over the internet. One reliable form of documentation is a note from a person's health care professional that confirms a person's disability and/or need for an animal when the provider has personal knowledge of the individual."

Regrettably this limited passage does not shed light on any new information or provide a reliable technique for challenging what may appear to the housing provider to be inadequate.

MISCELLANEOUS TIDBITS

Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the housing provider is encouraged to engage in a good-faith dialogue with the requestor called the "interactive process." A constructive dialog may assist the housing provider and the person requesting the accommodation to find an alternate accommodation that serves as a compromise position.

The guidance indicates a licensed medical professional should have personal knowledge of the patient/client and their disability if they are providing documentation to confirm the person's disability or the disability-related need for the animal. These professionals are relied upon to provide accurate information to the best of their personal knowledge, consistent with their professional obligations.

As a guidance document, the Assistance Animal Notice does not expand or alter housing providers' obligations under the Fair Housing Act. The Assistance Animal Notice does not have the force and effect of law and is not meant to bind the public in any way.

The 19 pages of the HUD Assistance Animal Notice contain a wealth of information that should be read by anyone who encounters reasonable accommodation requests for assistance animals.

Debbi Conrad is Senior Attorney and Director of Legal Affairs for the WRA.

Resources

- HUD Assistance Animal Notice: www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf
- Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations Under the Fair Housing Act: www.justice.gov/crt/about/hce/joint_statement_ra.pdf
- April 2017 *Legal Update*, "Reasonable Accommodations and Assistance Animals": www.wra.org/LU1704
- WRA LegalTalks video: "Reasonable Accommodations and Assistance Animals with Debbi Conrad": www.wra.org/LegalTalks/AssistanceAnimals

"... there is a good chance you have had the opportunity to use the 2020 version of the WB-11 Residential Offer to Purchase. The Inspection Contingency has moved within the organization of the offer, and the layout is very different, however, the content is substantially similar."

BY **TRACY RUCKA**
DIRECTOR OF PROFESSIONAL STANDARDS AND PRACTICES
LEGAL HOTLINE

The Best of the Legal Hotline: Inspection Contingency

It's different, but it's the same

As the first few months of 2020 are behind us, there is a good chance you have had the opportunity to use the 2020 version of the WB-11 Residential Offer to Purchase. The Inspection Contingency has moved within the organization of the offer, and the layout is very different, however, the content is substantially similar. Let's take a closer look at the Inspection Contingency and what is different and what is the same.

WHAT IS DIFFERENT?

In the 2020 WB-11 Residential Offer to Purchase, the Inspection Contingency in the new WB-11 is now on page 4, and it looks different. There are two timelines in the inspection contingency. The first is the time for the buyer to have the home inspection, component inspection if any, and any follow-up inspections as suggested in a written report. The contingency now includes a default for the buyer's inspections. It is now 15 days.

The second timeline is for the seller to elect to cure when a buyer issues a notice of defects. In the event the buyer issues a notice of defects listing the defects to which the buyer objects, the default for the seller to elect to cure is 10 days. Although there are defaults for each of these deadlines, either may be negotiated by mutual agreement of the parties.

Layout

The inspection contingency remains a three-part contingency for the home inspection, component inspections and follow-up inspections. The formatting of the contingency was changed to clarify the three-prong nature of the contingency. Likewise, the formatting of the contingency for the right to cure and no right to cure has been modified to help the parties understand the implications of giving a notice of defects when a report contains defects as defined in the offer. Rather than the provision in a paragraph format, the steps are laid out in a list to describe what is expected or required.

To help explain choices to the buyer and seller and the potential outcomes depending on inspection results, see the inspection flowchart at www.wra.org/InspectionFlowchart.

Definition of "defect" repeated

To help educate the buyer and seller about which conditions are or are not defects, the definition of "defect" is repeated within the inspection contingency. Once a buyer receives a written inspection report, the broker may help facilitate conversation about a Notice of Defects with the definition of "defect" repeated at lines 213-216. In addition, lines 211-212 state, "For the purposes of this contingency, Defects do not include structural, mechanical or other conditions, the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer."

WHAT IS THE SAME?

Most everything else. The inspection contingency remains dedicated to inspections and not testing. If the buyer wants to facilitate radon testing, there is now an optional radon testing contingency in the offer.

WHO MAY ATTEND INSPECTIONS?

There have been several articles regarding the home inspection contingency, home inspections, home inspectors and liability issues. Specifically, see "Home Inspection Roll Call" in the June 2014 *Wisconsin Real Estate Magazine* at www.wra.org/WREM/June14/RollCall.

Included are discussions about advantages and disadvantages of brokers/agents attending home inspections. There is no one right or wrong analysis on whether a licensee should attend an inspection because there are pros and cons to justify attending or not attending the inspection. The modification to the offer at line 185 was included to clarify the buyer or licensees or both may be present at inspections and testing.

WRA LEGAL HOTLINE DISCUSSIONS

After the buyer's home inspection, the buyer demanded the seller provide follow-up inspections at the seller's expense. Isn't the buyer supposed to have follow-up inspections at the buyer's expense?

The offer is crafted for the buyer to pay for and obtain follow-up inspections. Lines 201-203 of the offer indicate:

"Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 207. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party."

The buyer may, in an amendment, request the seller obtain follow-up inspections, however, if the buyer does not receive inspection reports prior to the contingency deadline, the contingency will be deemed satisfied. The buyer will not have the opportunity to respond to the follow-up reports.

The buyer's agent delivered the news that the buyer objected to defects. What is the best way to draft a Notice of Defects?

If the buyer wishes to provide a Notice of Defects to the seller, the buyer may use the WB-41 Notice to Offer. The buyer should identify the defects to which the buyer objects. Therefore, language along the lines of, "This is a Notice of Defects. The following are defects to which the buyer objects," would be appropriate. Additionally, the buyer should list each item the buyer deems to be a defect from the written report(s). The buyer is also required to provide a copy of the inspection report(s), if he or she has not already done so. To meet the requirements of lines 207-209, the written report is required. While the buyer is not obligated to use the magic phrase "this is a Notice of Defects," it does make it clear to all the parties involved that the buyer is providing a Notice of Defects.

The buyer may not use a notice to ask a seller to repair or replace items, ask for a price adjustment or terminate the offer if there is a right to cure. The Notice of Defects is not a place for the buyer to dictate how the seller will cure such defects because the standard, good and workmanlike manner has already been negotiated into the contract at line 221.

The inspection is complete. The buyer asked if he should try an amendment or a notice. What are the buyer's other options? Is the buyer required to give an amendment first?

So long as there is time remaining in the contingency, the buyer has three choices:

- Try an amendment.
- Issue a notice of defects.
- Purchase the property in the condition it is in.

The buyer can try an amendment with the WB-40 Amendment to Offer to Purchase before a notice with the WB-41 Notice Relating to Offer to Purchase. Since the amendment is not a notice, the amendment provides the parties with the ability to negotiate terms without activating the right to cure provision. The notice and the amendment are distinctly different. The caution included in the Inspection Contingency assists the parties in making this distinction:

> Caution: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

A WB-40 is used when the parties are agreeing to modify terms; the WB-41 is utilized when one party is giving notice that does not require the other party's agreement.

When there is a seller right to cure, a Notice of Defects triggers the right to cure provision of the offer. Therefore, once a buyer provides a Notice of Defects, the situation is dictated by the right to cure language, allowing a seller to terminate the offer if he or she does not want to cure. Alternately the seller may give written notice electing to cure or offer an amendment.

A buyer is not required to provide an amendment prior to a notice. However, a buyer wishing to negotiate terms would provide an amendment first. A buyer may also choose to skip the amendment process and go right to the Notice of Defects.

If the buyer provides a Notice of Defects and the parties later decide they would rather negotiate the defect issue, the parties should document a withdrawal of the Notice of Defects with an amendment. Any amendment proposed after a Notice of Defects has been given should include a provision agreeing to the withdrawal of the Notice of Defects. If the amendment is signed, the Notice of Defects would be withdrawn and the parties would have agreed to certain repairs in the amendment. If the amendment is not signed, the Notice of Defects will remain in effect.

Tracy Rucka is Director of Professional Standards and Practices for the WRA.

Resources

Three prior issues of *Wisconsin Real Estate Magazine* focused heavily on inspection contingency issues:

- June 2013 issue: www.wra.org/WREM/June2013
- June 2014 issue: www.wra.org/WREM/June2014
- August 2016 issue: www.wra.org/WREM/August2016

LegalTalks videos on the inspection contingency: www.wra.org/LegalTalks/InspectionContingency

"Uncovering the Truth: Inspection Contingency," in the April 2011 *Wisconsin Real Estate Magazine*: www.wra.org/WREM/Apr11/UncoveringTruth

"Uncovering the Truth: Dismantling the Inspection Contingency," in the June 2014 *Wisconsin Real Estate Magazine*: www.wra.org/WREM/June14/UncoveringTruth

Latest Legal Resources

Your WRA membership includes access to various WRA legal resources, all designed to ensure you practice real estate legally and correctly. These are the latest legal resources from the WRA.

LEGAL HOTTIPS

Latest Discussions on the WRA Legal Hotline

- Seller client wishes to exclude local brokerage from showings.
- Listing broker objects to offer requesting listing firm pay higher commission than what was offered.
- Outcome when stated closing date is on Sunday.

- Buyer who owns one unit can rescind offer on second unit based on condo disclosures.
- License requirements when selling lot and home packages.

Read: wra.org/LegalHottips

LEGAL NEWS EMAIL

Importance of the 2020 Census Survey

The census is important for all REALTORS® because completing the census survey allocates the distribution of resources for businesses and communities across the country. The census survey can be completed by phone, by mail and online from mid-March until June 30, 2020. The

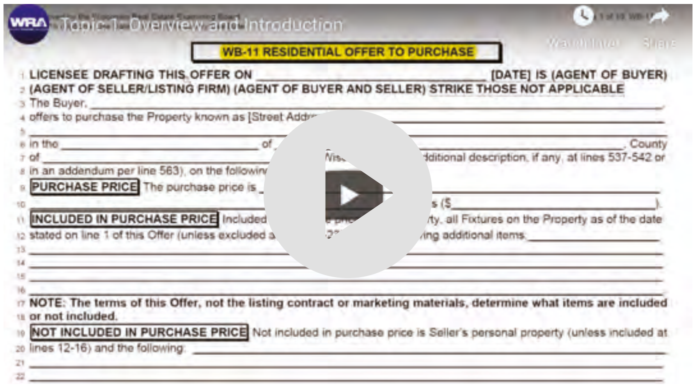
National Association of REALTORS® has published an online Census Guide to help members, stakeholders, and state and local associations learn more about the impact of the census.

Read: www.nar.realtor/census/guide

LEGALTALKS VIDEO SERIES

WB-11 Changes

Learn about the modifications made to the 2020 version of the WB-11 in this 25-part video series. In each video, a WRA real estate attorney explains a section of the WB-11 that has been updated or is new in the 2020 version of the WB-11. With the videos organized by line numbers,



simply watch the video(s) you find most relevant. In just a few short minutes, you'll learn about a new provision or a revised contingency.

Watch more: wra.org/WB11changes

LEGAL UPDATE

Make a Commitment to Agent Agency

This *Legal Update* examines the new "Agent Agency" form available for WRA members to utilize in their transactions to make a commitment to enhanced professionalism in the new year.

Read: wra.org/LegalUpdates

WRA Legal Hotline

Find out applicable legal standards, alternatives and possible solutions for your real estate practice questions by contacting the WRA Legal Hotline. The hotline is a members-only service.

Contact the hotline
By phone: 608-242-2296 or 800-799-4468
By fax: 608-242-2279
Online: www.wra.org/LegalHotline

Learn more: www.wra.org/**LegalHotline**

The Best of the Tech Helpline:

Use your new smartphone camera like a pro

New smartphone cameras are taking astonishing pictures. Add built-in editing software that uses artificial intelligence (AI), and many photo gurus are ditching their bulky equipment to shoot with their phones.

Welcome to the future of photography! Smartphones are well on their way to replacing more than tablets and PCs; they also are well on their way to replacing SLR cameras.

If you have the newest Pixel, Samsung or Apple iPhone 11, you can take photos that, until now, were only possible with professional equipment.

Here are real estate-related ways you can use your new phone's camera like a pro.

Shoot a small bathroom: Finally, you can capture a photo of a small bathroom that shows most of the shower, toilet and sink without your image ending up in the mirror! A built-in, wide-angle lens in the newest camera does the trick. No lenses to attach.

Maximize natural lighting for exterior home pics: Your new phone allows you to adjust the lighting on the image you are about to shoot. Some built-in cameras will over-light the photo. Most Android smartphones have manual modes. The Samsung S10 models have a built-in "Pro" mode accessed by swiping along the bottom of the screen to access. For iPhone 11 models, you can adjust the lighting by holding a finger on the darkest point of the image to freeze focus and then adjust the lighting using the small indicator that appears to the left of the small box outline that pops up inside the image.

Use HDR for better landscaping shots: The HDR mode available on most new phone cameras utilizes AI to achieve a better "dynamic range," which is the ratio of light to dark in a photo, which will make your landscaping shots pop.

Nighttime photos without a flash: This may be the most revolutionary improvement to date for smartphone cameras. Flashes have wrecked more photos than have worked to capture great ones. The new iPhone 11 Pro, for example, features Night Mode photography. For outdoor shots or indoor ones with low lighting, the iPhone 11's Night Mode results are stunning. The mode automatically kicks on when needed and takes multiple images and uses optical image stabilization to stabilize the lens. The AI software does the rest to produce the final image. The resulting photos were once the purview of shots that only an experienced professional could capture with an SLR camera.

Sharper property shots: The new iPhone 11 Pro doesn't feature just three different primary lenses on the back; it features three cameras. Each one is a hefty 12 megapixel camera — think billboard-size photo capabilities. There's one camera with a wide-angle lens (26mm), the other with an ultrawide lens (13mm) and one with a telephoto lens (52mm). The cameras' capabilities are dramatically enhanced by technology, both the optical image stabilization and advanced focus capabilities. Add in easy-to-use software to instantly enhance any image, and you will be able to take full property shots that are sharper than ever.

This contributing article is from the Tech Helpline, a service of the WRA.

WRA Tech Helpline

Your WRA membership includes free access to a toll-free technical support team to assist you with technical issues.

Contact the helpline
By phone: 866-610-7997
Email: support@techhelpline.com
Chat: chat.techhelpline.com

Learn more: www.wra.org/**TechHelpline**

BY **TOM LARSON**
SENIOR VICE PRESIDENT OF LEGAL AND PUBLIC AFFAIRS
LEGISLATIVE

REALTOR® & Government Day Roundup

Hundreds flock to Wisconsin Capitol to lobby lawmakers

On February 5, 2020, nearly 350 REALTORS® from across Wisconsin gathered in Madison as part of the WRA's annual REALTOR® & Government Day (RGDay) to lobby state lawmakers on several of the WRA's legislative priorities.

RGDay is one of the most important parts of WRA advocacy efforts. It's a day when REALTORS® learn about legislative issues important to the real estate industry, talk to their state representatives, and hear from some of Wisconsin's top leaders.

RGDay is the one day that REALTORS® from all parts of the state with different backgrounds and political beliefs visit the Capitol and speak with one voice. The day symbolizes our strength in membership, our reach to every community in the state, and our knowledge about issues important to property owners and the real estate industry. Your background, which company you work for, or whether you are Republican or Democrat don't matter on RGDay. The only thing that matters on RGDay is that you attend and that you are a REALTOR®.

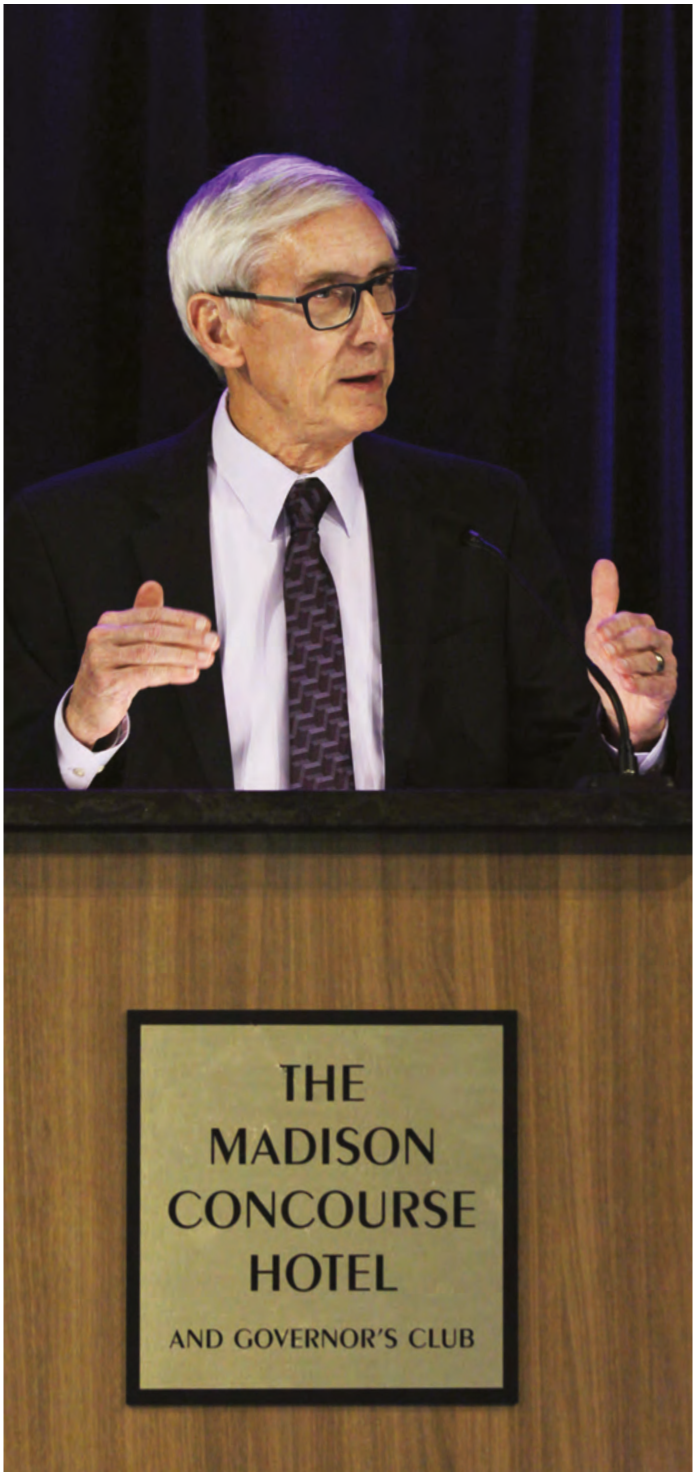
The day started with a presentation by Gov. Tony Evers, who talked about the importance of K-12 schools to homeownership and the real estate market as well as the need to prioritize workforce housing. The importance of workforce housing was further emphasized by several REALTOR® members who asked the governor questions during a Q&A session. Next, RGDay attendees learned about and lobbied their state lawmakers on five of the WRA's top legislative priorities:

Restore the right to place a pier on flowages (AB 551/SB 501): This legislation seeks to clarify that all waterfront property owners, even those with land abutting flowages and artificial waterways, have the right to place a pier subject to the regulations in Chapter 30 of the Wisconsin Statutes.

Update disclosure reports (AB 596/SB 549): This legislation modifies the seller disclosure reports to include clarifications relating to:

- The right to rescind after an offer is accepted and an amendment to the condition report has been modified.
- Addressing what happens when a seller provides a condition report with strikethroughs and no responses to questions.
- A new disclosure related to FIRPTA.

Improve home inspection reports (AB 655/SB 599): This legislation requires a home inspector to label in the inspection report items identified as "defects" during the home inspection and to provide a summary page as part of the report.



Prohibit chasing sales (AB 691/SB 624): This legislation seeks to better educate property owners and property tax assessors about the prohibition under current law on using the sales price of real estate as the sole basis for adjusting the assessed value, a practice known as "chasing sales."

Increase workforce housing supply (AB 544/SB 484 and additional legislative initiatives): Various legislative initiatives aim to increase the workforce housing supply in Wisconsin. These include:

Rural workforce housing initiative (AB 544/SB 484).
- Local regulatory reform incentives and workforce housing tax increment districts (AB 859).
- Workforce housing tax credit program (SB 786).
- Department of Administration housing reports storage and dissemination (SB 787).
- Sales tax exemption for building materials used in workforce housing (SB 791).
- Older housing rehabilitation tax credit (SB 792).

The day concluded with a reception to share feedback from the lawmaker meetings and network with other REALTORS® from all parts of the state.

While veteran RGDay attendees showed up in full force as they usually do, an exceptionally large number of first-time participants also made the trip to Madison for this year's event. Based on the positive feedback we received from state legislators, this combination of familiar and fresh faces made its mark on the Capitol and was extremely effective at emphasizing the importance of the WRA's legislative priorities.

We hope to see you at the 2021 RGDay on April 27, 2021.

Tom Larson is Senior Vice President of Legal and Public Affairs for the WRA.

BY **JOE MURRAY**
DIRECTOR OF POLITICAL AND GOVERNMENTAL AFFAIRS

LEGISLATIVE

Republicans Look to Increase Majority in Wisconsin Senate

Wisconsin Republicans believe they have a good chance to increase the size of their legislative majority in the November 2020 elections. The GOP currently controls the Wisconsin Senate 19-14, which is three seats short of a historic veto-proof majority that could be used to override vetoes made by Democratic Gov. Tony Evers.

Party insiders on both sides point to four Senate seats that will likely be hotly contested this fall. Three of these four seats are held by Democrats Patty Schachtner from Somerset, Dave Hansen from Green Bay, and Jennifer Shilling from La Crosse. The fourth seat is held by Republican Pat Testin from Stevens Point.

Looking ahead to the November general elections, there are three factors that will have a significant influence on the outcome in all four races:

- The overall competitiveness of the presidential election in Wisconsin.
- The top-of-the-ticket voting tendencies in all four Senate districts.
- The fundraising capabilities of the major party candidates in each contest.

Democrats don't believe the GOP can claim the advantage with all three factors, and they may be right. But Republicans argue they sit in the catbird seat as it stands today. Here's a quick overview of where things stand with eight months to go before the November elections.

2020 ELECTION TRENDS

In November, President Trump versus his opponent(s) will be the only race at the top of the ticket, and if the presidential race is competitive in Wisconsin, it will have a significant influence on down-ballot elections for state Senate. Voter turnout is key in today's hyperpartisan environment, and voter turnout projections point to a possible record in Wisconsin.

In addition, results from the February Marquette Law School poll signal the strong possibility for another close election in the presidential race. In head-to-head matchups, Trump was either close or slightly ahead of the top five candidates vying for the Democratic nomination. Additional Marquette Law School poll results revealed the following:

- Trump's job approval ratings stood at 48% approve and 48% disapprove, matching his best ratings in the Marquette Law School poll since taking office.
- 56% approved of Trump's handling of the economy.

In short, the Marquette Law School poll revealed that Trump has improved his standing in Wisconsin as the November general election approaches.

Unless something happens to significantly alter the current political trajectory, Wisconsin appears to be heading for another close election result in the presidential contest. A close presidential election should benefit GOP candidates running for state Senate.

PAST PERFORMANCE

Of the four competitive Senate seats, the GOP will likely have a competitive advantage in three. Senate Districts 10, 24 and 30 all have a top-of-the-ticket lean to Republicans. Only District 32, held by Democratic leader Jennifer Shilling, leans Democratic at the top. The top-of-the-ticket advantage for Republicans is significant because three of the four competitive seats are currently held by Democrats. The GOP holds a 19-14 majority, and if one or more of the targeted seats fall into the GOP column, Republicans could expand their majority to 20 seats or more, a modern-day record for either side of the political divide.

MONEY

When incumbents run for reelection, they are usually going to raise more money than their challengers. In the three seats with incumbents running for reelection on this list, all three start with a financial advantage. January 2020 fundraising reports showed Schachtner with a balance of $72,263, Testin with $237,688, and Shilling with $109,481. Retiring incumbent Hansen had $40,577 cash on hand, but these funds can't be transferred directly to the Democratic candidate who runs in this seat. All three incumbents begin their election campaigns with a strong cash-on-hand balance.

With eight months to go before Election Day, the political dynamics that put these four seats into play could change. If, however, the presidential election remains close and Trump performs well in small towns and rural Wisconsin communities as expected, the GOP could be headed for a big night on November 3.

Joe Murray is Director of Political and Governmental Affairs for the WRA.

Competitive State Senate Seats

The Walker and Trump percentages illustrate the top-of-the-ticket partisan lean of the four Senate districts highlighted in this article.

Sen. Dave Hansen (D)
Senate District 30

Walker 2014: 56%
Trump 2016: 53%
Walker 2018: 52%

Sen. Patty Schachtner (D)
Senate District 10

Walker 2014: 57%
Trump 2016: 55%
Walker 2018: 54%

Sen. Jennifer Shilling (D)
Senate District 32

Walker 2014: 47%
Trump 2016: 45%
Walker 2018: 44%

Sen. Pat Testin (R)
Senate District 24

Walker 2014: 53%
Trump 2016: 53%
Walker 2018: 52%

Cybersecurity Tips for Small Business

Securing your business and technology is anything but "small" to a small business owner. Here are a few simple yet efficient cybersecurity tips for small business owners to avoid cybersecurity risks.

Education and training best practices: These are perhaps the most vital parts of IT security. Educate all employees with best practices and provide refresher training sessions when best practices are modified or new employees join.

Protect against viruses, spyware and other malicious code: Use anti-virus and anti-spyware software, and ensure all software on the network is updated and set to update automatically.

Back up data: It doesn't matter whether data is stored in the cloud, on the premises or in a hybrid data center —businesses should back up all files to media that is not connected to the internet.

Create strong passwords and authentication: Require employees to create strong passwords, such as a phrase containing random words or letters. Consider implementing universal factor authentication that requires a physical USB device.

Secure Wi-Fi networks: Change the password on your Wi-Fi network so it is not the default and ensure that if you provide guests access to a Wi-Fi network, they cannot access your employee network.

Create a mobile device policy: Mobile devices allow employees to work anywhere and anytime, but the devices create security challenges — especially if they hold confidential information or can access the corporate network. Provide employees with a virtual private network (VPN) to access your network securely with their mobile device.

Employ best practices on payment cards: Choose a bank with trusted tools and anti-fraud services. Isolate payment systems from other systems.

Provide firewall security for internet connections: A firewall is a set of related programs that prevent outsiders from accessing data on a private network. Make sure the operating system's firewall is enabled and properly configured. If employees work from home, ensure their home system(s) are protected by a firewall.

Control access to computers: Control physical access to your computers and create a user account for each employee. Ensure mobile devices and laptops are locked or protected by adequate passwords when unattended. Administrative privileges should only be given to trusted IT staff and key personnel.

This contributing article is from Pearl Insurance, a WRA partner.

WRA Exclusive Partners

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Get answers to your technology questions with live technical support assistance.
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Discuss your real estate practice questions with a real estate attorney.
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Boost your knowledge with expert advice in this weekly video series.
www.wra.org/ThursdayTakeaways

Learn more about all WRA member benefits:
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Take Your Professional Development to a New Level

With the WRA's On Demand education platform

The WRA's proprietary On Demand education platform takes your education experience a step outside of the box in terms of quality and convenience. In addition to the quality of the WRA's real estate professional development instructors, the On Demand program gives you education convenience however you want it: the On Demand platform allows you to watch instructor videos, read the digital textbooks, or do both ... all with any device with an internet connection!

ON DEMAND CE

Every licensee is different, and every transaction is different. Say you might work with several short sales while your fellow agent focuses on waterfront properties. Because no two licensees are the same, it only makes sense to customize your course topics so your coursework is relevant for you!

With CE On Demand, you get to choose your topics unlike other WRA CE options. Each course includes a variety of topics — some are mandatory, but most are your choice.

What are you waiting for? Start your CE today with the most innovative online education experience on the market.

Visit wra.org/CE.

QUICK START ON DEMAND

No matter where you are in your real estate career, the WRA's Quick Start On Demand program takes you a step beyond the books and dives into the fundamentals. For new agents, Quick Start serves as a prime career-launching resource. For veteran agents, Quick Start serves as a fantastic refresher of the fundamentals.

Quick Start On Demand provides you cutting-edge real estate training with four online courses with topics like:

- Business budgeting
- Client communications
- Contracts and disclosure requirements
- The REALTOR® code of ethics
- And much more

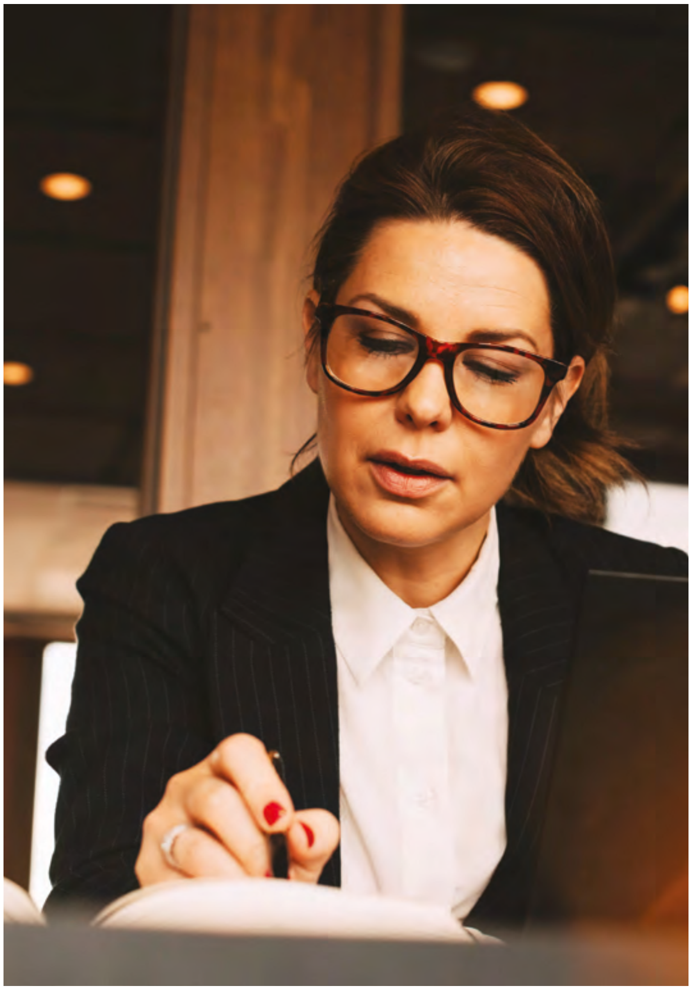
Get your business on the right track today at wra.org/QuickStart.

GRI ON DEMAND

Succeeding in today's competitive environment takes more than just motivation. The Graduate, REALTOR® Institute (GRI) designation helps you stand out in the crowd as a REALTOR® who is well-versed in all fundamentals of real estate. The highly coveted designation shows your commitment to excellence, professionalism and exceptional customer service.

The WRA's GRI curriculum is divided into two parts: live GRI training and GRI On Demand. And with GRI On Demand, you can progress through your GRI training at your own schedule.

Start watching today at www.wra.org/GRI.



WRA Committee Applications Available

Interested in serving on a committee at the state or national level?

The WRA and the National Association of REALTORS® (NAR) are looking to fill positions for 2020-21. If you are interested in serving on a committee at a state or national level, apply online at www.wra.org/committees. Application deadline is May 1, 2020.

Committee	Description	Staff Liaison
Convention Committee	Plans the education and networking opportunities of the 2021 WRA annual convention.	Kristi Mikalsen
Cultural Diversity in Housing Committee	Provides resources and tools for members and local associations on fair housing laws. Monitors and evaluates legislative, legal and regulatory trends with respect to fair housing, cultural diversity and equal opportunity in housing. Administers the Partnership for Success program.	Debbi Conrad
Legal Action Fund Committee	Selects and funds legal expenses in administrative matters and cases that are of statewide interest and concern to the real estate industry.	Debbi Conrad
Professional Standards Committee	Resolves allegations of ethical violations and controversies between REALTORS® as described in the WRA bylaws.	Tracy Rucka
Political Strategy Group Committee	Provides recommendations to the WRA board of directors for coordinating political investments and endorsements in statewide elections.	Tom Larson
Public Policy Committee	Monitors, analyzes and takes positions on state legislation, regulations and public policies that impact the WRA and local REALTOR® associations, MLSs, real estate licensees, appraisers, homeowners, property owners and the real estate industry on behalf of the WRA.	Tom Larson
Real Estate Forms Committee	Provides counsel and advice on behalf of the WRA regarding the use of and modification to Wisconsin forms utilized in real estate transactions.	Debbi Conrad
Real Estate School Committee	Recommends designation and education classes for real estate licensee professional development.	Kristi Mikalsen
RPAC Trustee Committee	Provides recommendations for raising and spending voluntary political contributions from members for candidates for public office who support real estate issues.	Tom Larson
Wisconsin REALTORS® Foundation Board	Provides financial support to statewide charities, scholarships to children of REALTORS®, and financial support for relief efforts in response to natural disasters in Wisconsin.	Michael Theo

SEIZE "BOOMING" POTENTIAL
SRES Training Course | March 19-20

With the Seniors Real Estate Designation (SRES) training on March 19-20, you and your agents will be able to tap into a whole generation of potential to make your practice "boom."

Course takeaways
- Guide clients through downsizing.
- Help clients integrate the disposition of real property.
- Effectively counsel buyers and sellers ages 50+.

Details and sign up: wra.org/**SRES**

BECOME A DEDICATED EXPERT TO LIFESTYLE REAL ESTATE
RSPS Training Course | April 9

The Resort & Second Home Property Specialist (RSPS) certification course can prepare you to service the growing resort and second-home market.

Course takeaways
- Help clients meet their second-home objectives.
- Help clients analyze the investment value of a property.
- Recognize insurance impacts of investment properties.

Details and sign up: wra.org/**RSPS**

AMP UP BUYER REPRESENTATION
ABR Training Course | April 16-17

The Accredited Buyer's Representative (ABR) designation equips you with skills for representing buyers during the homebuying process. The ABR training course will provide you with the tools and know-how to provide buyers the same level of service that sellers typically enjoy.

Course takeaways
- Properly represent buyer-clients in transactions.
- Guide buyer-clients through the home-search process.
- Negotiate buyer-clients' offers to a successful close.
- Start building your buyer representation business.
- Conduct a seamless buyer counseling session.

Details and sign up: wra.org/**ABR**

START PRICING PROPERTIES WITH CONFIDENCE
PSA Training Course | May 7

A sound competitive market analysis (CMA) is vital to competitive home pricing, and the Pricing Strategy Advisor (PSA) certification enhances your CMA knowledge so you'll list and sell properties at the appropriate price.

Course takeaways
- Utilize appropriate comparables and adjustments.
- Recognize common client misconceptions about price.
- Prepare and present CMAs and comparables.
- Understand CMAs and the underlying pricing principles.
- Interact effectively with appraisers.

Details and sign up: wra.org/**PSA**

WRA Education Calendar

DATE	EVENT/COURSE	LOCATION	DETAILS AND REGISTRATION
CONVENTIONS AND CONFERENCES			
September 15-16, 2020	Annual Convention	Wisconsin Dells	Mark the date!
PRE-LICENSE EDUCATION			
ONGOING ONLINE EDUCATION			
Appraisal Pre-license Training	Appraisal Pre-license Online Courses	Online	www.wra.org/APLonline
Broker Pre-license Training	Broker Pre-license Online Courses	Online	www.wra.org/BPLonline
Sales Pre-license Training	Sales Pre-license Online Courses	Online	www.wra.org/SPLonline
SCHEDULED ONLINE EDUCATION			
April 3, 2020	Sales Pre-exam Review Webinar	Online	www.wra.org/SPLwebinar
May 1, 2020	Sales Pre-exam Review Webinar	Online	www.wra.org/SPLwebinar
June 5, 2020	Sales Pre-exam Review Webinar	Online	www.wra.org/SPLwebinar
SCHEDULED LIVE COURSES			
July 20-24; 27-29, 2020	72-hour Sales Pre-license Course	Madison	www.wra.org/SPL
SALES, MARKETING AND MANAGEMENT			
ONGOING ONLINE EDUCATION			
GRI On Demand	GRI On Demand	Online	www.wra.org/GRI
Home Essentials	Home Essentials 101-105	Online	www.wra.org/HomeEssentials
Line by Line	Line by Line episodes 1-16	Online	www.wra.org/LinebyLine
Quick Start	QS 101-104	Online	www.wra.org/QuickStart
SCHEDULED LIVE COURSES			
March 19-20, 2020	SRES Designation Course	Madison + remote	www.wra.org/SRES
April 9, 2020	RSPS Certification Course	Madison + remote	www.wra.org/RSPS
April 16-17, 2020	ABR Designation Course	Madison + remote	www.wra.org/ABR
May 7, 2020	PSA Certification Course	Madison + remote	www.wra.org/PSA

WRA Continuing Education Calendar

DATE	EVENT/COURSE	LOCATION	DETAILS AND REGISTRATION
REAL ESTATE CONTINUING EDUCATION ONLINE			
Real Estate CE On Demand	Real Estate CE Courses 1-6	Online	www.wra.org/19-20CE
Real Estate CE Books	Real Estate CE Courses 1-6	Online/coursebook	www.wra.org/19-20CE
Commercial CE On Demand	Real Estate CE (commercial) Courses 1-6	Online	www.wra.org/CommCE
Dual Licenses On Demand	Wisconsin + Minnesota CE Credits	Online	www.wra.org/WisMinnCE
REAL ESTATE CONTINUING EDUCATION SCHEDULED LIVE COURSES			
SCHEDULED LIVE COURSES			
March 17, 2020	Courses 5 & 6	Appleton	www.wra.org/AppletonCE
March 17, 2020	Courses 5 & 6	Madison	www.wra.org/MadisonCE
March 17, 2020	Courses 1 & 2	Milwaukee	www.wra.org/MilwaukeeCE
March 18, 2020	Courses 5 & 6	Grafton	www.wra.org/GraftonCE
March 24, 2020	Courses 1 & 2	Hayward	www.wra.org/HaywardCE
March 25, 2020	Courses 3 & 4	Hayward	www.wra.org/HaywardCE
April 1, 2020	Courses 5 & 6	Hayward	www.wra.org/HaywardCE
April 7, 2020	Courses 1 & 2	Platteville	www.wra.org/PlattevilleCE
April 8, 2020	Courses 1 & 2	Hudson	www.wra.org/HudsonCE
April 9, 2020	Courses 3 & 4	Hudson	www.wra.org/HudsonCE
April 10, 2020	Courses 5 & 6	Hudson	www.wra.org/HudsonCE
April 14, 2020	Courses 1 & 2	Duluth	www.wra.org/DuluthCE
April 14, 2020	Courses 3 & 4	Platteville	www.wra.org/PlattevilleCE
April 15, 2020	Courses 3 & 4	Duluth	www.wra.org/DuluthCE
April 15, 2020	Courses 1 & 2	Lake Geneva	www.wra.org/LakeGenevaCE
April 15, 2020	Courses 5 & 6	La Crosse	www.wra.org/LaCrosseCE
April 21, 2020	Courses 5 & 6	Platteville	www.wra.org/PlattevilleCE
April 22, 2020	Courses 5 & 6	Duluth	www.wra.org/DuluthCE
April 22, 2020	Courses 3 & 4	Lake Geneva	www.wra.org/LakeGenevaCE
April 29, 2020	Courses 5 & 6	Lake Geneva	www.wra.org/LakeGenevaCE
April 30, 2020	Courses 1 & 2	Minocqua	www.wra.org/WoodruffCE
April 30, 2020	Courses 3 & 4	Sturgeon Bay	www.wra.org/SturgeonBayCE
May 1, 2020	Courses 3 & 4	Minocqua	www.wra.org/WoodruffCE
May 4, 2020	Courses 5 & 6	Minocqua	www.wra.org/WoodruffCE
May 13, 2020	Courses 5	Sheboygan	www.wra.org/SheboyganCE

Definitely a front porch with a swing...

#homeownershipgoals

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Certain program restrictions and eligibility requirements apply.

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