WISCONSIN
REAL ESTATE MAGAZINE

WRA A PUBLICATION OF THE WISCONSIN REALTORS® ASSOCIATION

June 2021 Vol. 37, No. 9

Inside this Issue:

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1 Corelogic mortgage recordings: Dane County 36 consecutive months as of December 2020.

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

HOME SALES AND PRICES UP *Significantly Compared to COVID Lockdown Levels*

The housing report at a glance:

- April home sales and median prices were up significantly compared to the depressed levels a year earlier when the economic lockdown was in full force.
- Although new listings were up compared to April 2020, total listings fell 29.5%.
- Months of supply fell to just 2.5 months statewide, dropping by more than 20% in every region in the state. All regions are in a very strong seller's market.
- Thirty-year fixed-rate mortgage rates remained low at 3.06% in April, which kept Wisconsin housing affordable even as median prices rose 9.9% over the past year.

See the full report: www.wra.org/HSRApr2021

David Clark, Ph.D., is a professor of economics at Marquette University and principal at ECON Analytics, LLC, and serves as a consultant to 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.

APRIL HOUSING

6,935
CLOSED SALES APR 2021
+14.6%
FROM APR 2020

$235,000
MEDIAN PRICE APR 2021
+9.9%
FROM APR 2020

ACTIVE LISTINGS BY PRICE

PRICE RANGE	NUMBER OF LISTINGS
$0-$124,999	2,522
$125,000-$199,999	4,286
$200,000-$349,999	6,334
$350,000-$499,999	3,175
$500,000 & higher	2,653

MEDIAN PRICES BY REGION

CENTRAL	$174,650
NORTH	$185,000
NORTHEAST	$201,900
SOUTH CENTRAL	$289,000
SOUTHEAST	$250,000
WEST	$229,450

18,970
TOTAL STATEWIDE LISTINGS
APR 2021
-29.5% FROM APR 2020

AVERAGE DAYS ON MARKET
85 DAYS APR 2021
COMPARED WITH
99 DAYS APR 2020

MONTHS OF INVENTORY
2.5 APR 2021
3.9 APR 2020

HOUSING STATISTICS MONTHLY ACTIVITY

Statewide	April 2021	April 2020	% Change	YTD 2021	YTD 2020	% Change
New Listings	9,265	7,161	+29.4%	N/A	N/A	N/A
Total Listings	18,970	26,909	-29.5%	N/A	N/A	N/A
Closed Sales*	6,935	6,052	+14.6%	22,123	20,287	+9.1%
Median Sales Price	$235,000	$213,850	+9.9%	$224,900	$200,000	+12.5%
Months of Inventory	2.5	3.9	-35.9%	N/A	N/A	N/A
Avg. Days on Market	85	99	-14.1%	N/A	N/A	N/A
Affordability Index	197	211	-6.5%	N/A	N/A	N/A

	Median Price			Closed Sales		
Region	**April 2021**	**April 2020**	**% Change**	**April 2021**	**April 2020**	**% Change**
Central	$174,650	$152,500	+14.5%	464	379	+22.4%
North	$185,000	$169,450	+9.2%	650	450	+44.4%
Northeast	$201,900	$174,950	+15.4%	1,219	1,074	+13.5%
South Central	$289,000	$260,000	+11.2%	1,445	1,293	+11.8%
Southeast	$250,000	$230,000	+8.7%	2,555	2,249	+13.6%
West	$229,450	$205,885	+11.5%	602	607	-0.8%

*Report criteria: Reflecting data through April 2021. *Total statewide closed sales may differ from the summed regional sales due to a small number of sales not being assigned to a county.*

INSIDE THE WRA

WRA 360: Stay on the Cutting Edge with Exclusive Video Content

WRA 360 is your guide to trends, technologies and other top issues in the real estate industry. With WRA 360 insight, you'll better serve your clients and be a thought leader at the local, state and national levels. Plus, WRA 360 is exclusively available for WRA members and is free with your membership.

Can't watch live? No biggie. You can watch past episodes in the WRA 360 online library:

Ep. 1: "Long Island Divided" with Bill Dedman
Ep. 2: "Three Megatrends to Watch in 2021" with Mark Eppli
Ep. 3: "Where Does Wisconsin Rank in Government Spending?" with Jason Stein
Ep. 4: "The Color of Wisconsin Property Law" with Brian Anderson
Ep. 5: "How Artificial Intelligence Will Transform Real Estate in 2021 and Beyond" with Rob Keefe

Watch these past episodes: www.wra.org/WRA360

To learn about future episodes and to register, watch the WRA's website, social networks or the "Real Estate News" email in your inbox.

SAVE THE DATE

WRA Holiday Hours: July 4-5, 2021

The WRA and the WRA Legal Hotline will be closed the following dates in celebration of Independence Day:
• Sunday, July 4: The hotline will be closed for its Sunday hours
• Monday, July 5: The WRA and the hotline will be closed

Normal business hours for both the WRA and hotline will resume on Tuesday, July 6. The WRA wishes our members a happy and safe Independence Day!

WRA Annual Convention: October 4-6, 2021

Find your strike zone and join us in Milwaukee this fall for the WRA's biggest event of the year! We'll connect together in person for golf, parties, workshops and more, plus virtual convention events will also be available.

The WRA wishes all our members a very happy and safe Independence Day!

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

What's Going On? Training Tips for the Current Market

Buyers are trying many negotiation strategies when competing with other buyers in this competitive market. From the "Dear Seller" letters to leaving out various contingencies in their offers, buyers are doing what they think it is going to take to get the seller to accept their offer. Let's talk about some training tips and how to navigate through these negotiation strategies.

"DEAR SELLER" LETTERS

In a competitive market, buyers are looking for any angle to stand out in a pool of interested and eager buyers. One strategy buyers are using to try to gain an edge is personalizing the buyer's offer by including a "Dear Seller" letter with the offer. The "Dear Seller" letter will often include personal details about the buyer to appeal to the seller on a personal level. Details could include information about the buyer's profession, family or connection to the neighborhood. It is not unusual for the buyer to include photographs or videos of the buyer or the buyer's family.

From the buyer's perspective, personalizing the offer with a letter appealing to the seller can seem like a good negotiation strategy. These letters, however, can put both the seller and the listing agent in danger of violating the Fair Housing Act. By introducing information about the buyer's family status, race, religion and other characteristics that would define the buyer's membership in various protected classes, it invites the seller to make a decision about an offer based on the buyer's membership in a protected class.

Buyers can include these "Dear Seller" letters with their offers. There is nothing illegal or unethical occurring when a buyer includes a "Dear Seller" letter with their offer, but these letters understandably

make sellers and agents nervous because of the potential for a fair housing violation. Licensees have an obligation to present all offers, regardless of their terms and accompanying letters, unless presenting the offer or accompanying letter would be contrary to the instructions of the seller.

If a seller does not want to consider a buyer's letter as part of the seller's evaluation of offers, there are two different scenarios to consider:

1. Offers accompanied by a buyer's letter

In this scenario, a buyer submits an offer and along with it includes a letter from the buyer to the seller. The seller could instruct the listing agent to present the offer but not to present the buyer's letter. In the listing contract, the seller could instruct the listing agent not to present any buyer letters that accompanied an offer. Ideally, the fact that the seller will not review buyer letters would be identified as nonconfidential information at lines 149-150 of the WB-1 Residential Listing Contract — Exclusive Right to Sell. Once this information is identified as nonconfidential, the listing agent may inform other agents, such as in the MLS, that the seller will not review buyer letters.

2. Offers that incorporate a buyer's letter

In this scenario, the buyer incorporates the buyer's letter into the offer. This is often achieved by identifying the letter as an addendum to the offer on line 573 of the WB-11 Residential Offer to Purchase in the same way a buyer would incorporate an Addendum S for lead-based paint disclosure in the buyer's offer. If the buyer incorporates the letter into the offer in this manner, the agent cannot simply "remove" the letter because it is a part of the offer at this point. If a seller will not consider any offers that have incorporated a buyer's letter, the seller may instruct the listing firm in the listing contract not to present any offers that incorporate a buyer's letter. Ideally, the fact that the seller will not review any offers that incorporate a buyer's letter would be identified as nonconfidential information in the listing contract so the listing agent could inform other agents, such as in the MLS, of the seller's instructions.

The seller could use the listing contract to both instruct the listing agent not to present any buyer letter that accompanies an offer and not to present any offer that incorporates a buyer's letter.

Wis. Admin. Code § REEB 24.02(19) "Written proposal" means any written document provided by one party to another during the course of a transaction, including but not limited to notices, offers, counteroffers, options, exchanges, rental agreements, and amendments.

Wis. Admin. Code § REEB 24.13(1): Refusal prohibited. Licensees shall not refuse to draft or submit any written proposal unless the terms of the written proposal would be contrary to specific instructions of the other party.

Wis. Admin. Code § REEB 24.13(3)(a): Fair presentation of written proposals. Licensees shall present all written proposals in an objective and unbiased manner to their clients and customers. Licensees shall inform their clients and customers of the advantages and disadvantages of all submitted written proposals.

OFFERS WITHOUT A FINANCING COMMITMENT CONTINGENCY

With multiple buyers submitting offers on a listed property, sellers can afford to be choosy when evaluating offers. Offers that are not contingent on financing are appealing to those sellers as these cash offers often appear to be more of a sure thing with fewer barriers to closing. According to the pre-printed terms of the WB-11 Residential Offer to Purchase, if a buyer does not make the buyer's offer contingent on obtaining a loan commitment, the If This Offer is Not Contingent on Financing Commitment section of the WB-11 is included and the offer is a cash offer. Just because a buyer writes a cash offer does not necessarily mean the buyer has the funds to close the transaction. A key part of the If This Offer is Not Contingent on Financing section of the offer is the buyer agrees to provide proof of funds or other documentation to the seller by the deadline in that section. If the buyer does not deliver the proof of funds or other documentation agreed upon in the offer, the seller has the right to terminate the offer. A listing agent working with a seller who has accepted a cash offer should help the seller be mindful of the buyer's deadline to deliver proof of funds or other documentation as agreed to by the parties in the offer. The seller's ability to terminate the offer if the buyer does not timely deliver proof of funds or other documentation can help a seller weed out buyers who perhaps overambitiously drafted a cash offer without actually having the funds to back up that provision in the offer.

Listing agents have reported scenarios in which a buyer wrote a cash offer when the buyer did not actually have the funds to close but rather had an accepted offer on a property the buyer had listed for sale. The buyer is assuming their property will sell in time such that the buyer will have the funds to close and thus does not need to obtain financing. Most agents would agree that making an offer based on speculative future events can be a risky move for a buyer. Even if the buyer has an accepted offer on a property the buyer has listed for sale, there are several events that could derail that transaction leaving the buyer without the actual funds necessary to close on the property the buyer is trying to purchase. One option for a buyer in this scenario is to draft an offer that includes the If This Offer is Not Contingent on Financing Commitment section of the offer; and rather than agreeing to provide proof of funds, the buyer could use lines 300-301 of the WB-11 Residential Offer to Purchase to specify the documentation that the buyer is willing to provide to the seller, and that may include the copy of an accepted offer on the property the buyer has listed for sale or even a copy of an accepted offer on the property the buyer has listed for sale accompanied by a loan commitment for the property the buyer is attempting to sell.

The key thing for agents to watch for when a seller accepts a cash offer is to make sure a buyer provides either proof of funds or whatever other documentation the parties agreed to on lines 300-301 of the WB-11 Residential Offer to Purchase by the deadline in the offer. If a buyer misses the deadline, the seller could choose to offer an amendment to extend the deadline, or the seller could terminate the offer by delivering written notice of termination to the buyer and weed out a buyer who made a cash offer but did not actually have the funds to back up that proposition.

Another component for a listing agent to discuss with a seller when a seller accepts a cash offer is that the seller is agreeing to allow the buyer's appraiser access to the property for purposes of an appraisal but that the offer is not contingent on an appraisal unless the buyer separately includes an appraisal contingency.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within __________ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either: (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or (2) ______________________________________ ______________________________________ ______________________________________ _____ [Specify documentation Buyer agrees to deliver to Seller]. If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

ONTINGENCY

Another ambitious strategy buyers are employing in the current market is drafting an offer that does not include the Closing of Buyer's Property Contingency, when in reality the buyer does need to sell a property to be able to close on the seller's property. Again, when a seller is evaluating offers, accepting an offer that is not dependent on a whole other transaction is more attractive than accepting an offer that is dependent on another transaction. Buyers are, of course, aware of this and as such are opting not to include the Closing of Buyer's Property Contingency to stay competitive.

Agents must draft offers according to the instruction of the party, but if a buyer is asking an agent to draft an offer that does not include the Closing of Buyer's Property Contingency when a buyer actually does need to sell the property, the agent should discuss the risks to this strategy with the buyer. If a buyer cannot afford to purchase the seller's property without selling the buyer's current property and does not make the buyer's offer contingent on the closing of the buyer's property, the buyer is risking being in breach of contract if the buyer cannot close on the seller's property. A buyer might have a property listed for sale and may even have an accepted offer on the buyer's property and think that is as good as sold and thus the buyer chooses not to make the buyer's offer contingent on the closing of the buyer's property — but as all agents know, a transaction is never a done deal until it closes.

OFFERS WITHOUT AN INSPECTION CONTINGENCY

That was in last month's magazine! See the article "The Home Inspection in a Competitive Market," in the May 2021 *Wisconsin Real Estate Magazine* at www.wra.org/WREM/May21/HomeInspection.

BUYERS OFFERING TO PAY $X OVER APPRAISAL AMOUNT

Buyers offering to pay some dollar amount over the appraised value is a provision that is becoming more and more common. In the current market, buyers are often offering over list price to induce the seller to accept that buyer's offer, and everything in the transaction is going just great until the appraisal comes in for less than the agreed upon purchase price. By including a provision where the buyer agrees to pay some dollar amount over the appraised value, the buyer is acknowledging that the property may not appraise at the purchase price or better, and the buyer is accepting that. The problem with this strategy though is often in the drafting.

Offer with an appraisal contingency

According to the preprinted terms of the Appraisal Contingency in the WB-11 Residential Offer to Purchase, if the appraisal comes in lower than the agreed upon purchase price, the buyer can issue a notice objecting to the appraisal. What happens next depends on whether the seller has a right to cure.
If the seller does not have a right to cure and the buyer issues a notice objecting to the appraised value, the offer is null and void.

Consider an offer that includes an Appraisal Contingency and the seller does not have the right to cure, but the buyer's offer includes a provision stating the buyer would pay some dollar amount over the appraised value. What is the effect of the buyer issuing a notice objecting to the appraised value? Is the offer null and void, or is the buyer agreeing to keep going but only if the parties amend the offer to change the purchase price to the agreed upon amount over the appraised value? It is unclear what is supposed to happen in this scenario.

Giving the seller the right to cure in the Appraisal Contingency but also including a provision stating the buyer will pay some dollar amount over the appraised value does not make the situation any clearer. Consider an offer that includes an appraisal contingency where the seller does have a right to cure, but the buyer's offer also includes a provision that says the buyer will pay some dollar amount over the appraised value. What is the effect of the buyer issuing a notice objecting to the appraised value? Does the standard right to cure provision in the Appraisal Contingency kick in whereby the seller agrees to amend the purchase price to match the appraised value? Or does the provision in which the buyer agreed to pay some dollar amount over the appraised value kick in? In the example provided, it is entirely unclear what should happen next. If a buyer is willing to pay some dollar amount over the appraised value and would like to include the Appraisal Contingency, one way to address this would be to draft an alternate Right to Cure provision where, if the seller is choosing to cure, the parties agree to amend the purchase price to be that pre-negotiated dollar amount over the appraised value. By including the standard right to cure and a provision stating the buyer will pay some dollar amount over the appraised value, there are two conflicting ways to cure and no predetermined path to keep the transaction moving.

Offer without an appraisal contingency

If a buyer submits an offer that does not include the Appraisal Contingency but does include a provision stating the buyer will pay some dollar amount over the appraised value, there does not seem to be any mechanism to trigger that provision.

Consider an offer that does not include an Appraisal Contingency but does include a Financing Commitment Contingency and also a provision where the buyer is agreeing to pay some dollar amount over the appraised value. The lender has an appraisal, and the appraisal comes back lower than the agreed upon purchase price. Then what? Based on the offer described, the seller has no way to trigger the buyer's agreement to pay some dollar amount over the appraised value. Additional language would be needed to say what would trigger the buyer's agreement to pay more and how it is achieved. Additionally, both parties should be educated about how an appraisal for less than the agreed upon purchase price might affect the buyer's ability to obtain a loan commitment.

BUYERS WONDERING WHAT HAPPENED TO THEIR OFFERS

Agents are busy and things are moving quickly in this market, but it is important to remember that there is a hopeful buyer on the other side of every offer. It might be a buyer who has lost out on the last five properties on which they made offers. It may be a first-time buyer who would be overwhelmed with the process regardless of the market. Not only is there a hopeful buyer on the other side of every offer, but there is an agent who is working with that buyer and upon whom the buyer is depending for answers. When a seller receives multiple offers on a property, the seller may not want to take the time or effort to reject each and every unsuccessful offer, but rather the seller lets them expire without action. This leaves both buyers and the agents working with those buyers wondering what happened to the buyer's offer. Was it ever presented? If so, when? In a perfect world, the seller would take the time to reject each unsuccessful offer and return it to the buyer rejected so the buyer would know that the buyer's offer was presented, the seller considered it and then decided to reject it. Listing agents, however, do not have the power to make sellers do this, so there may be offers out there that the seller does not respond to at all. This can lead to frustrated buyers and the agents working with buyers. While listing agents do not have the power to make sellers respond to all offers, agents do have an obligation to promptly inform those buyers whether an offer has been accepted, rejected or countered. Furthermore, an agent shall respond in writing with the date and time when an offer was presented, if requested by a buyer or the agent working with a buyer, and respond in writing with the date and time that an offer was rejected or expired without acceptance, if requested by a buyer or the agent working with a buyer.

Wis. Admin. Code § REEB 24.13 (4) NOTIFICATION OF ACTION ON WRITTEN PROPOSAL. Licensees shall promptly inform their clients and customers whether the other party has accepted, rejected, or countered their written proposal. A licensee shall immediately provide a written statement to the other party's firm that includes the date and time when the written proposal was presented when such a statement is requested by the other party or the other party's firm. A licensee shall immediately provide a written statement to the other party's firm that includes the date and time when the written proposal was rejected or had expired without acceptance when such a statement is requested by the other party or the other party's firm.

This market, while great for sellers, is proving challenging for buyers as well as agents working with buyers. Creative negotiation is a powerful tool an agent can offer to a buyer, but creative negotiation can lead to problems when buyers forego contingencies that might actually make sense for those buyers or when buyers include extras like the "Dear Seller" letters that can lead to potential fair housing violations for sellers and agents alike. Keeping an eye on one's duties to provide services fairly and honestly and with reasonable skill and care can help agents navigate these new negotiation strategies as the arise.

Jennifer Lindsley is Staff Attorney and Director of Training for the WRA.

BY **RIC THOMPSON**
PRESIDENT, WISCONSIN ASSOCIATION OF HOME INSPECTORS, INC. (WAHI)
LEGAL

The Home Inspector Bill

Through the Eyes of an Inspector

The Wisconsin Association of Home Inspectors, Inc. (WAHI) has a long history of working with the WRA on legislative issues that impact real estate transactions and home inspections – two very entwined industries. To effectively work through the changes brought forth by 2021 Wis. Act 17, commonly referred to as the "Home Inspector Bill," the WRA and WAHI are partnering to help each other's members have an understanding from the other group's point of view.

NEW DEFINITION OF DEFECT

On March 28 this year, a new definition of defect pertaining to home inspections became law. The new definition is as follows:

A condition of any component of an improvement that a home inspector determines, on the basis of the home inspector's judgement on the day of the inspection, would significantly impair the health or safety of occupants of a property or that, if not repaired, removed or replaced, would significantly shorten or adversely affect the normal life of the component of the improvement.

The new definition above differs from the definition in the WB-11 Residential Offer to Purchase form. The definition in the offer references "a significant adverse effect on the value of the property." What that distinction means is that some conditions found may not be a defect according to the inspector's definition but may meet that of the offer's definition.

An old roof is a potentially good example of the discrepancy between the home inspector definition of defect and the offer's definition of defect. For example, an inspector may find that a roof, while not leaking at the time of the inspection, is old and is nearing "the end of its useful life," and the home inspector may note such in the report. However, because the condition of the roof may not apply to the home inspector definition of defect, the home inspector does not label the roof as a defect. However, the condition of the roof could meet the definition of defect in the offer to purchase if the roof, at the end of its useful life, significantly affects the value to the property, allowing the client to discuss the roof with their REALTOR® as an item for negotiation in an amendment or possibly objecting to it in a Notice of Defects under the Inspection Contingency.

REQUIRED IDENTIFICATION AND CLASSIFICATION OF DEFECTS

Starting June 1, 2021, home inspectors will be required to classify a condition in a home as a defect if it aligns with the aforementioned new home inspector definition of defect.

I anticipate that you, as a REALTOR®, will see a variety of conditions deemed a defect from one inspector to another. Generally speaking, home inspectors will be performing and reporting on their findings in the same manner they always have. It is the placement of found items on the summary page that may be different. The same inspector who seldom, or never, used the classification of defect now will, when the condition meets the definition. WAHI's message to its members has been to report the facts as you see them on the day of the inspection.

Another category on the summary page to consider is "Needs Further Evaluation." A condition reported by the inspector in need of further evaluation may elevate to a defect based on the findings of the specialist brought in. An inspector may see an orange flame in a furnace indicating something is wrong, but to what extent? Home inspectors are generalists, much like that of a general practitioner for your health care; we are looking for indications that something might be wrong, but it is the "specialist" who determines how wrong.

REQUIRED SUMMARY PAGE

2021 Act 17 also includes that a summary page be included in every inspection report as of June 1, 2021. This summary will certainly prove to be a useful tool for all parties involved, but it is not intended to be a substitute for the entire report. All clients will be strongly encouraged to read the entire report and to not rely solely on the summary page rankings before discussing any negotiations with their REALTOR®. The new law calls for prescribed headings on the summary page. The headings are:

- **Defects**
- **Items Needing Repair**
- **Items Needing Further Evaluation**
- **Items to Monitor**
- **Maintenance Items**

An inspector may include additional headings if they choose.

To further aid the client and other parties involved, each item included on the summary page must have a "link" to take the reader to the area of the report that will provide further detail, such as a section heading, section number or page number, for example. The "links" will help all parties involved navigate through the report more efficiently.

The summary page also includes three required statements:

1. That the summary is not a substitute for the full report.

2. Explanation of how the definition of defect for the purpose of the inspection alone differs with the definition of defect in the offer to purchase.

3. A home inspector cannot comment on the value of the home or the marketability or whether the client should purchase the home.

EDUCATION AND COMMUNICATION

2021 Wis. Act 17 also requires incoming inspectors to obtain 40 hours of pre-registration education. This will improve the knowledge and confidence of new inspectors and result in raising the quality of the home inspection industry in Wisconsin overall.

As the new law is implemented by all inspectors, communication will be key to ensure the transition goes smoothly for all. There may be bumps in the road — talk through those "bumps" to ensure a better understanding for all.

A real estate transaction is a team effort. REALTORS® and inspectors alike want to make sure their clients are making an informed decision on what is typically considered to be the biggest purchase of their life. The WRA and WAHI are committed to work together to make sure that the changes brought about by the new law keep the client's best interest at the forefront of the transaction.

Ric Thompson is the owner of Ace Home Inspections in Fond du Lac, offering home and property inspections in the Fox Valley area. Ric has over 20 years of experience in construction and was a successful REALTOR® for six years.

As the current president of the WAHI, Ric has a unique combination of being a multi-million dollar producer as a REALTOR® and 20 years in residential construction. This experience has allowed Ric to run a successful inspection business including over 1,000 inspections since September 2016. In addition,

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

The Best of the Legal Hotline: Team Up for Success

With the revised home inspection statutes now effective as of June 1, now is the perfect time to revisit good protocols when working with home inspectors.

Inspection or testing? The offer contains an inspection contingency but no contingency for radon testing. At the inspection, can the home inspector suggest the buyer have a radon test?

Suggest radon testing, yes; conduct the test, no. An amendment to the offer would be required to authorize testing if a radon testing contingency was not initially negotiated in the offer. When the buyer hires a home inspector, they should be clear about what services the home inspector will and will not provide. The buyer should advise the inspector about the scope of services requested based on the terms of the offer because the activity is authorized by the seller based on the terms of the offer. The current WB offer now contains an optional radon testing contingency. Unless a radon testing contingency was included in the offer to purchase or an addendum, the seller does not grant the buyer or the buyer's home inspector the authority to test for radon. If testing is not authorized in the offer to purchase, the inspector should not be permitted to conduct a radon test. Arguably, unauthorized testing constitutes trespass.

Working cooperatively with the home inspector should minimize the potential for unauthorized testing. If the inspector disregards the terms of the offer, reaching out to the inspector or the firm may result in a cooperative solution. If, however, the inspector disregards the terms of the contract, it may be appropriate to contact the Wisconsin Department of Safety and Professional Services (DSPS) because the DSPS issues credentials for Wisconsin inspectors and regulates the inspector's practice. If there is a claim the inspector is not following Wisconsin law or an administrative code rule, a consumer or a licensee may file a complaint with the DSPS. The applicable statutes and administrative code rules relating to home inspectors are available at dsps.wi.gov/Pages/RulesStatutes/HomeInspectors.aspx.

When can a buyer have follow-up inspections, and who pays for them?

The Inspection Contingency in the WB-11 offer is a three-pronged contingency that allows for:

1) A home inspection of the property conducted by a Wisconsin-registered home inspector.

2) A component inspection of any listed component conducted by a qualified independent inspector or an independent qualified third party.

3) A follow-up inspection recommended in the reports of one of the aforementioned inspections.

Per line 203, unless amended, the buyer is responsible for the costs of follow-up inspections.

For the first prong, unless amended, the seller has only authorized the home inspection conducted by a Wisconsin-registered inspector. No other inspectors should be granted access. If the buyer were to deliver an inspection report prepared by a non-Wisconsin-registered inspector, the seller could, in essence, disregard it as an unauthorized inspection.

For the second prong, for each component listed, a qualified independent inspector or independent qualified third party would be required.

The third prong allows the buyer follow-up inspections recommended in a written report resulting from an authorized inspection, provided the follow-up inspections occur prior to the contingency deadline. The follow-up inspections are to be done by a qualified independent inspector or independent qualified third party.

Per the third prong, the seller has already agreed to have the buyer's follow-up inspections so long as the inspections are done in the timeline of the Inspection Contingency.

The licensee may remind the buyer the pre-closing walk-through is not an opportunity to conduct inspections; instead, it is to assure the property condition is as negotiated in the transaction.

How might the buyer proceed with writing an offer without testing or inspection contingencies?

When the drafting agent is working with the buyer drafting the offer, it is prudent to discuss the pros and cons of inspections and testing. When drafting an offer, the buyer will consider the Inspection Contingency contained in the WB-11 residential offer. See "The Home Inspection in a Competitive Market," in the May 2021 *Wisconsin Real Estate Magazine* at www.wra.org/WREM/May21/HomeInspection.

The listing agent received a request for access to the property. The home inspector is not personally known to the listing agent. How to proceed?

Before granting access to the property, it is appropriate to confirm the home inspector is properly credentialed with the Wisconsin Department of Safety and Professional Services (DSPS). In the WB-11, the home inspection section of the Inspection Contingency only authorizes a Wisconsin-registered inspector to conduct the inspection. To assure the inspector is properly credentialed, the cooperating broker, listing broker or seller may request the name of the home inspector and then use the DSPS licensee lookup webpage at app.wi.gov/licensesearch to confirm the credential.

What can the seller do with the home inspection report when the first buyer paid for the home inspection?

Per line of 190 of the 2021 WB-11, the buyer is required to give the seller a copy of the inspection report, regardless of whether the buyer gives the seller a notice or amendment or not:

"Buyer agrees to promptly provide copies of all inspection and testing reports to Seller."

The obligation to provide the report is a condition of the offer regardless of whether the first buyer paid for the report. Once the seller has a copy, there is nothing in the law or in the offer prohibiting the seller's use of the report and the information contained therein.

If the first transaction fails, Wis. Stat. § 709.035 requires a seller to amend the Real Estate Condition Report (RECR) prior to the acceptance of a contract if the seller obtains information or becomes aware of any condition that would change a response on the RECR. The seller may choose to attach a copy of an inspection report or test results to the RECR amendment or a revised RECR to accomplish disclosure for future transactions.

Note, the seller is not required to amend a RECR after the acceptance of an offer. If a seller amends the RECR and discloses defects after the offer is accepted, the buyer would have the right to rescind the offer per Wis. Stat. § 709.05(2)(a)(2).

If the seller does not amend the RECR for the benefit of future buyers, the licensee in the transaction has a duty to disclose material adverse facts to the parties, in writing and in a timely manner. A licensee may provide a copy of the first buyer's inspection report if it has been attached by the seller to the RECR or RECR amendment. If the seller has not attached the first buyer's inspection report to the RECR, then to guard against any possible confidentiality concerns, the conservative approach says the licensee would not unilaterally provide a second buyer with the first buyer's inspection report without consent of all parties to the first transaction.

What should a broker say to a buyer who receives a copy of an inspection report from a previous transaction before the buyer submits their offer?

If the buyer is provided a copy of a report from a previous home inspection, for example, a seller pre-listing inspection or a previously conducted inspection for another buyer, the new buyer should be advised that the report is given to provide information only. The statutes regulating home inspectors provide that the home inspector will not be liable to subsequent buyers for any errors or omissions contained in the first buyer's inspection report. The new buyer may be advised to hire their own home inspector to conduct an inspection if they want the home inspector to be liable for any oversights. Moreover, depending on the timing, the condition of the property may have changed.

Additionally, the buyer will need to take into consideration the content of the prior inspection report as it applies to the Inspection Contingency contained in the offer. The buyer may not issue a Notice of Defects regarding any property condition, the nature and extent of which was known by the buyer prior to the offer. Therefore, if there are defects listed in the prior inspection report, the buyer may wish to draft their offer to provide for the seller to repair or replace defects or offer a purchase price taking into account the described conditions.

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

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

Facelift Time for WRA Addenda A and B!

The time has come to freshen the content and complement recent changes to the WB offer forms in the WRA Addendum A to the Offer to Purchase and the WRA Addendum B to the Offer to Purchase. Now that the latest round of updates to the various WB offers to purchase has been substantially completed by the Real Estate Examining Board at the Department of Safety and Professional Services (DSPS), the time has come to get out the scrub brush, wash away the old and revise the Addenda A and B.

The WRA Addendum A is a general, all-purpose addendum that may be used in an offer with any property type whereas the Addendum B may most often be used with a rural property because of its focus on wells, well water and sanitary systems. To let members know what to expect in these updated addenda, which are both available in zipForm and the WRA forms library subscription, the following overview gives the highlights and a bit of the reasoning and explanation for the changes made.

ADDENDUM A TO THE OFFER TO PURCHASE

The revisions to the Addendum A are designed to supplement the content of the offers. Addendum A has been reorganized to loosely follow the sequence of provisions and topics in the various offers to purchase and has grown from two to three pages.

What's new?

- The 2021 version of the WRA Addendum A adds an optional provision for a Buyer's Financing Pre-approval. The buyer must provide a financial institution's verification, within five days of acceptance if the default is followed; a different time frame may be filled in the blank.

- The most obvious addition to the WRA Addendum A comes near the end, on the bottom half of page 3, where the parties may fill in their Contact Information for the Closing Disclosure.

- One benefit of adding a third page to the WRA Addendum A is that there was room to add Additional Provisions lines at the end of the form.

What's gone?

- The Radon Testing Contingency was removed from the WRA Addendum A because there now is a Radon Testing Contingency in the residential, residential condominium and farm offers.

- The provision for Underground Storage Tanks and Basement Fuel Oil Tanks was removed, and a new Underground or Aboveground Fuel Storage Tank(s) Currently Not In Use Contingency was added to the WRA Addendum B.

What was improved?

- The Seller's Contribution Provision that may be completed if the seller will provide a closing credit to the buyer with the buyer's lender deciding if costs are disallowed.

- Contractors for Inspections, Tests and Opinions was given a new, more accurate name as it informs the parties that the licensees in the transaction can provide lists of qualified contractors to conduct inspections, testing and investigations requested in the various offer contingencies, as may be needed.

- The Testing Contingency was reformatted to mirror the procedures and format employed with inspection and testing contingencies in the offers such as the Inspection Contingency and the Radon Testing Contingency. This creates comfort and familiarity for licensees using the form. But be careful when it comes to setting the deadline for obtaining the test report: the licensee drafting the offer can choose a deadline measured after acceptance or before closing, so be sure to fill that one in. If it is missed, never fear, there is a default of 20 days after acceptance. The WRA Addendum A has a safety valve that fills in time frames as 20 days in the absence of a specific default stated within a particular provision.

- The Map of the Property conforms to the map provision in the vacant land offer. There is a new mechanism that applies when a seller fails to provide a map by the contingency deadline, similar to the Seller Termination in the Financing Commitment Contingency, where the seller may still provide the map after the deadline as long as the buyer has not yet delivered a termination notice.

- The simplified Flood Insurance Premiums Contingency allows the buyer to explore available flood insurance policies and associated premiums with insurance agents and determine whether their annual flood insurance premium would exceed the amount stated in the contingency, which might be the amount they have learned the seller presently pays.

WRA ADDENDUM B TO THE OFFER TO PURCHASE

The 2021 WRA Addendum B to the Offer to Purchase in large part adopts the well inspection, well water testing and POWTS inspection contingencies from the WB-12 Farm Offer to Purchase. This helps achieve consistency for the contractors performing the inspections and tests as well as for the licensees and parties who utilize those provisions. The additional benefit is those provisions have been approved by the DSPS for use with farm properties, which makes them perfect for transactions involving rural properties and other properties not served by municipal sanitary and water systems.

Well water testing contingency

There are no major changes to the Well Water Testing Contingency in the WRA Addendum B. The offer is contingent upon safe water results from a state-certified or other qualified lab. The Well Water Contingency automatically calls for the testing of bacteria such as coliform and E.coli, nitrate and arsenic, and the parties may designate other substances the water should be tested for. The default now provides the buyer obtains the reports and pays all costs.

The provision from the 2014 Addendum B whereby the parties could indicate in advance whether the seller may cure using a point of use versus a point of entry remedy was removed as the parties are more likely to want to decide such issues when and if they are confronted with a well water contaminant.

Well system(s) inspection contingency

The Well System Inspection Contingency is also substantially the same as in the prior version, making the offer contingent upon the buyer receiving a current report from a Wisconsin-licensed well driller or a Wisconsin-licensed pump installer indicating the well conforms to code on the DNR Inspection Form #3300-221. The inspector is required to inspect and complete a separate report form for each well found on the property. The default now provides the buyer obtains the reports and pays all costs.

Although not required, the inspector may note observations regarding the condition, capacity or performance of the well and pressure system, including well or pump yield, and the contingency includes a checkbox if this extra information is requested.

The contingency indicates if the well is inspected, the Well Water Testing Contingency is automatically selected and included in the offer because the well water will be sampled and tested for coliform bacteria that includes E. coli, nitrate and arsenic, as required by law.

The 2021 WRA Addendum B also includes a new provision for Abandoned Well(s), making the seller responsible to close any abandoned wells if the seller has notice or knowledge or is made aware of abandoned wells.

POWTS contingency

The Private Sanitary System (POWTS) Inspection Contingency, or POWTS contingency, is different from the in the 2014 Addendum B. The checkboxes for the standards the POWTS was to meet have been eliminated, and the contingency no longer includes verification of vertical separation.

The POWTS Inspection Contingency makes the offer contingent upon the buyer receiving a current written report from either a county sanitarian, licensed master plumber, licensed master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator and/or a certified soil tester, and that the POWTS conforms to the code in effect when the POWTS was installed, is not disapproved for current use, and is hydraulically functional and structurally sound. The default now provides the buyer obtains the reports and pays all costs.

Although Wis. Admin. Code § SPS 383.03 continues to require POWTS maintain a 3-foot or 2-foot minimum vertical separation from limiting conditions such as groundwater or bedrock, that is not a standard the inspector is asked to address in the revised contingency. Vertical separation can be determined in some cases from the county's written records or by having a certified soils tester make soil borings. But if the system is old or deep in the ground, the inspectors report they cannot determine vertical separation without excavation, which they do not want to do. As a result, the inspectors do not reference vertical separation in their reports unless it was in written records they reviewed. There are no statutes or rules setting standards for POWTS inspections and inspection reports, as there are for wells and well water, so POWTS inspectors have discretion as to the content of their reports and the standards they employ in the conclusions they make.

Other additions

A new contingency in the 2021 WRA Addendum B addresses underground (UST), aboveground (AST) or basement fuel tank(s) not currently in use and allows the parties to choose which of them shall be responsible for tank closure or removal. If the seller is responsible, the seller must provide written confirmation at least five days before closing, or the buyer can deliver notice making the offer null and void.

The 2021 Addendum B includes a revised Shared Well Agreement contingency, and a new Shared Driveway Agreement contingency was added for good measure. Because Addendum B grew to three pages, there was ample room for a large section of blank lines for Additional Provisions at the end.

For a deeper dive into the details behind the 2021 WRA Addendum A and Addendum B, see the June 2021 ***Legal Update***, "WRA Addenda A and B 2021," at www.wra.org/LU2106.

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

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LEGAL HOTTIPS

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As always, if you're unable to find an answer to your question, the WRA Legal Hotline is available with your membership!

Search the Q&As: **WRA.ORG/LEGALHOTTIPS**

LEGAL UPDATE LIVE

Episode 12: New Law, New Home Inspection Report

Last month during Episode 12 of Legal Update Live, WRA attorneys Jennifer Lindsley and Cori Lamont discussed the new law, effective June 1, 2021, that affects home inspection reports. This discussion provided an overview of the legislation and explored how this new law may impact you, home inspectors and consumers.

Did you miss the live event? The online recording is now available! You'll gain insight into what the new law means for your buyers and sellers and whether the legislation impacts how parties negotiate.

Watch: **WRA.ORG/LUL/EPIODE12/WATCH**

FORMS UPDATE

Revised WB-12 Farm Offer to Purchase

The Real Estate Examining Board approved a new version of the WB-12 Farm Offer to Purchase with an optional use date of April 1, 2021, and a mandatory use date of May 1, 2021. The farm-specific provisions were revised to modernize the unique farm-related provisions.

Read: **WWW.WRA.ORG/FORMSUPDATE**

LEGAL UPDATE

May 2021: Legislation Makes Requirements for Home Inspection Reports

This *Legal Update* provides clarity on the home inspection as well as a synopsis of the recently passed 2021 Wis. Act 17 legislation and the impacts it will have on home inspection reports and real estate transactions moving forward.

Read: **WRA.ORG/LEGALUPDATES**

WRA LEGAL HOTLINE

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Online question submission: www.wra.org/legalhotline
Hours: Monday-Friday, 8:30 a.m. to 5:00 p.m. Central and Sunday 1:00 p.m. to 4:30 p.m. Central. Holidays may affect these hours; check the hotline webpage for details.

Learn more:
WWW.WRA.ORG/LEGALHOTLINE

NAR Works to Protect
1031 Like-kind Exchange Law

Last month, the National Association of REALTORS® (NAR) and a coalition of real estate and other interested partners sent a letter to Congress that highlighted the importance of maintaining the 1031 like-kind exchange tax law. In part, the letter read as follows: "Since 1921, the tax code has recognized that it is appropriate to defer capital gain when real property used in a trade or business, or held for investment, is exchanged for another property of a like-kind. The American Families Plan proposes to limit the deferral of gains greater than $500,000. Seeking to raise revenue or modify the distribution of the tax burden by putting a cap on like-kind exchanges would be counterproductive to the administration's own goals."

The modifications proposed in the American Families Plan would:

- Eliminate an engine of job creation.
- Reduce state and local taxes.
- Create new headwinds for the economic recovery.
- Remove a ladder of opportunity for small businesses and minority-owned businesses.
- Reduce the supply of affordable housing.
- Undercut the environmental conservation of land and resources.

STATUS
NAR staff and members are working hard to maintain the current law for 1031 exchanges. Watch for more information about this and other proposed tax law changes from NAR and the WRA.

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

2022 Wisconsin U.S. Senate Race

On November 8, 2016, incumbent Republican U.S. Sen. Ron Johnson defeated former Democratic Sen. Russ Feingold in a rematch of the 2010 Senate race in Wisconsin. Johnson's 2016 win helped Republicans maintain control of the Senate. Fast-forward six years to 2022 for the upcoming U.S. Senate race in Wisconsin. With the Senate now evenly divided between 50 Democrats and 50 Republicans, and Wisconsin's status as a classic swing state, the winner in next year's election could decide which party controls the U.S. Senate once again. This places Wisconsin in the "must win" column for Democrats and Republicans as well as a top-tier state in terms of money, staff and organizing from the national parties in 2022.

So far, five Democrats have entered the Senate race, setting up a primary fight for the right to take on Johnson in the November 2022 midterm elections. At least two other prominent Democrats have expressed an interest in getting into the race, even though Johnson has not committed to running for a third term. With a 50-50 U.S. Senate, and Democrats itching to defeat Johnson next year, here are three key factors to watch as the 2022 U.S. Senate race gets underway.

JOHNSON'S DECISION FOR REELECTION

Johnson has not committed to running for a third term in 2022. During his last reelection campaign in 2016, Johnson said he was running for his final six-year term. However, in 2019, Johnson started backtracking on his pledge and remains undecided. If Johnson decides to run for a third term, he will have all the benefits of incumbency — like name identification and fundraising ability — as well as the baggage that comes with 12 years as a U.S. Senator — like voting records or verbal miscues. Generally, it's easier to hold a seat if the incumbent runs for reelection than if it becomes an open race. Therefore, Johnson's decision is a major factor in the election outcome next year.

FUNDRAISING ABILITY

Competitive elections for U.S. Senate seats are incredibly expensive, and the 2022 Wisconsin race will most likely break all the previous Badger State fundraising and spending records. In the 2016 contest, Johnson raised $20.3 million, and Feingold raised $24.5 million. As a former U.S. Senator, Feingold was able to raise more than the average challenger.

In the 2020 U.S. Senate elections around the country, the average raised by incumbents was $28.6 million; for challengers, the average was $5.2 million. As noted, the Wisconsin U.S. Senate race will be a top target for Democrats as President Joe Biden carried Wisconsin in 2020. This will drive even more money into the race from all over the country.

"If you think you've seen a lot of spending in past elections, prepare to be dumbfounded. This will be by far the most expensive campaign in state history," Democratic consultant Joe Zepecki told ***Urban Milwaukee***.

If Johnson decides to run again, his status as a two-term incumbent will help him raise the kind of money necessary to compete in a top-tier election.

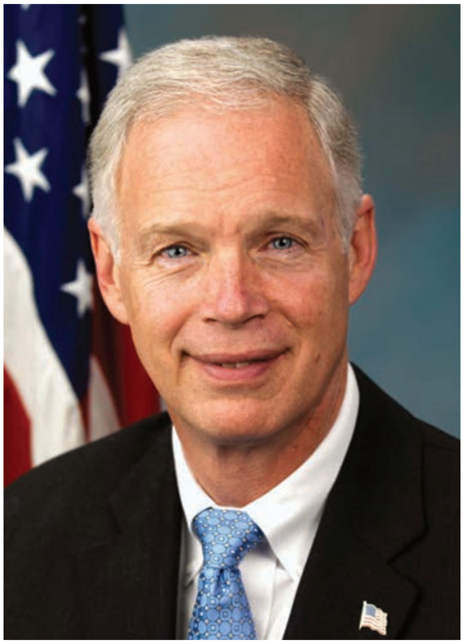
BIDEN MIDTERM

Midterm elections are almost always referenda on the sitting president. "In the post-World War II era, the party holding the White House has averaged losses of three Senate and 22 House seats," says Charlie Cook of the ***Cook Political Report***. In fact, midterm elections when one party controls the White House and both houses of Congress have been especially difficult for the party in power.

In 1994, former President Bill Clinton's first midterm election, Democrats lost both houses of Congress; in 2006, Republicans lost both houses of Congress in former President George W. Bush's second midterm; in 2010, former President Barack Obama lost the House in his first midterm and the Senate in his second midterm in 2014; and in 2018, Republicans lost the House during former President Donald Trump's only midterm election as a one-term president.

If past election cycles are a reliable indicator, Johnson should have the political winds at his back. Given Wisconsin's demographics and status as a political swing state, Republicans appear to be in excellent territory for achieving their goal of regaining power in 2022. In short, Biden's win in 2020 could be a real benefit to Johnson if he runs as well as any Republican nominee.

PROGNOSTICATORS



U.S. Sen.
Ron Johnson (R)

Wisconsin State Treasurer
Sarah Godlewski (D)

Outagamie County Executive
Tom Nelson (D)

Radiologist
Gillian Battino, M.D. (D)

Milwaukee Bucks Executive
Alex Lasry (D)

State Sen.
Chris Larson (D)

With 17 months to go before the November 2022 midterm elections, political prognosticators could easily change their opinions on which candidate or political party is leading. As of today, the nation's top three political prognosticators — ***the Cook Political Report, Sabato's Crystal Ball*** and ***Inside Elections*** — have Johnson a slight favorite for reelection next year.

While history may be on Johnson's side, Democrats believe Johnson's fidelity to Trump as well as Johnson's continual questioning of the 2020 presidential election outcome makes Johnson vulnerable in 2022. Stay tuned!

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

2021 REALTOR® CHILDREN SCHOLARSHIP WINNERS

The Wisconsin REALTORS® Foundation would like to congratulate the following recipients of the 2021 REALTOR® Children Scholarship. The scholarships are awarded on the basis of scholastic achievement, leadership ability and community service. Eligible applicants must be children of REALTOR® members in active standing with the WRA for the past three consecutive years prior to the scholarship application.

Congratulations and good luck to these scholarship recipients!

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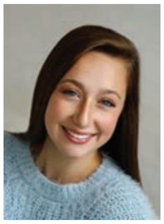
DAVID BRAUN
FRANKSVILLE

HUNTER CARLSON
BRIAN CARLSON
ELK MOUND

GRACEE DUNNE
TIMOTHY DUNNE
HARTFORD



ELLIE ESWEIN
ERIC ESWEIN
TOMAH

HANNAH GRONOWSKI
GERRIT GRONOWSKI
DOUSMAN

MADISON HERDINA
JANAE HERDINA
KAUKAUNA

WILLIAM HOEFER
BRIAN HOEFER
WAUNAKEE

MITCHELL HOLMSTROM
MICKI PIERCE-HOLMSTROM
MERCER

CAMILLE JUGA
TRACEY JUGA
MT. PLEASANT

KHALEILEI KIDAU
MELISSA KIDAU
WAUNAKEE

CAROLINE KRAUSE
PHILLIP KRAUSE
OREGON

MORGAN KROLL
STACEY KROLL
MENASHA

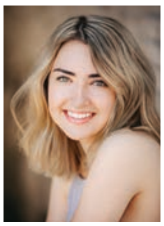
COLBY KRUSE
RICHELLE ELIASON KRUSE AND TIMOTHY KRUSE
ST. GERMAIN

LIZZIE MALY
KELLY MALY
MCFARLAND

ABIGAIL MILLER
TROY MILLER
LISBON

KELSEY MILLER
JODI MILLER
NEW BERLIN

DOMINIC MORAND-RIVERS
MAUREEN THOMAS
SUN PRAIRIE



BROOKE RIESEN
MINDY RIESEN
SLINGER

CINDRA VANG
SENG VANG
HOLMEN

SPENCER WEINANDT
SCOTT WEINANDT
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Real Estate Reads

For real estate prosperity

Looking for a competitive edge so you can navigate the current seller's market? The WRA's publication library offers several inspiring and enlightening publications to give you the tools and knowledge you need to succeed. Add these books to your "must read" list so you can enhance your business!

Give and Take: Why Helping Others Drives Our Success

Author Adam Grant examines the forces that shape why some rise to the top while others sink to the bottom in ***Give and Take***. This book opens an approach to work, interactions and productivity that is nothing short of revolutionary. Learn more and purchase your copy: www.wra.org/June21-GiveAndTake

The Book of YES

Discover the most powerful scripts in the industry today. Author Kevin Ward, founder of YESMasters Real Estate Success Training, created his own scripts because he hated being told "no." As the result, ***The Book of YES*** includes 27 scripts that help you handle any situation, conversation and objection that might come your way. Learn more and purchase your copy: www.wra.org/June21-BookOfYes

How to Be a Power Connector: The 5+50+100 Rule

Author Judy Robinett's research demonstrates that social groups begin to break up when they exceed 150 people, and a group of 50 members is optimal for group communication. In ***How to Be a Power Connector***, you'll discover how the "5+50+100" communication method can work wonders for your career. Learn more and purchase your copy: www.wra.org/June21-PowerConnector

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Broker in a Box: Your Brokerage Needs, All Boxed Up

Thinking about starting a new brokerage firm or expanding an existing brokerage firm? Full of valuable products, the Broker in a Box is a consolidation of valuable products designed to assist a broker in opening an office. Most of these products are also available for individual purchase. The WRA's Broker in a Box offers all the office essentials you need to get up and running.

- Broker Desk Reference
- Office Policy Manual
- Wisconsin Real Estate Clause Manual
- Wisconsin Real Estate Law Manual
- Selected Wisconsin Statutes and Administrative Rules
- Real Estate Trust Accounts in Wisconsin
- Trust Account Journal
- Trust Account Ledger

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Amp Up Your Marketing with the Paperless Agent Marketing Club

Many real estate professionals get caught up in the details of getting their marketing "right" and keeping up with the latest updates, technology and best practices. But with the Paperless Agent Marketing Club (the Club), you now have a powerful resource that makes it easy and less time-consuming to stay current and succeed. As a WRA member, you have access to the Club's premium features for a standard monthly fee:

AgentID marketing websites: These sleek, professional websites are the perfect solution if you don't have a website yet or don't have much control over your existing site. The Club publishes blog content monthly and helps you create landing pages to generate leads and promote your listings.

Two training sessions each month: The Club offers two live group marketing sessions each month that cover a variety of tech-related topics, such as iPads for sellers, website strategy, lead generation and much more.

Exclusive Facebook community: With over 4,000 agents in the Club, you'll have access to an engaged community of like-minded individuals.

New marketing suite: You can now upload your database and email newsletters using the marketing suite included with your Club membership.

Monthly digital marketing campaigns: As a Club member, you get access to a brand-new campaign every month so you can stay connected with your contacts with all the latest real estate news.

Marketing resources: The Club's marketing sessions come with complementary resources. With email sequences, customizable marketing pieces, scripts, checklists and more, the Club has you covered.

Your questions, answered: During the group marketing sessions, you can find answers to your real estate technology questions from industry experts who have tested and proven the success of their systems. And between sessions, feel free to reach out to the Club's friendly support team if you need additional assistance.

For more information and how to get started,
visit **WWW.WRA.ORG/JUNE21-PAPERLESSAGENT**.

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> --Janet Ferrici, Ferrici Realty in Mequon

Hurry ... these GRI On Demand savings end later this month!

Register: **WWW.WRA.ORG/JUNE21-GRI**

CONTINUING EDUCATION UPDATES
2021-22 CE is on the move

The first quarter of the 2021-22 real estate CE biennium is already a thing of the past! But have no fear — the WRA is ramping up its CE training so you'll have plenty of education options and plenty of time to complete your CE this biennium.

If you like to be an early bird, you can start CE now with the WRA's scheduled live and virtual courses, or you can purchase self-study books and start reading. But if you prefer online education, sit back and relax: CE On Demand for residential, commercial and Minnesota dual license will be available this summer.

More information: **WWW.WRA.ORG/JUNE21-CE**

BLENDED SALES PRE-LICENSE
Virtual course: July 12-16, 19-21, 2021

Brokers: are you looking for new licensees for your team? Your recruits can gain the knowledge they need for a real estate career with the WRA's sales pre-license blended training.

This training format combines a series of scheduled livestreamed trainings as well as online coursework so students can benefit from real-time classroom instruction as well as flexible course activities to complete on their schedule.

Register: **WWW.WRA.ORG/JUNE21-BLENDED**

SAVE THE DATE FOR THE 2021 CONVENTION
October 4-6, 2021, in Milwaukee with virtual events

Find your strike zone and mark your calendar for the WRA's biggest event of the year! The WRA Annual Convention is taking place in Milwaukee this fall with a new live/virtual convention format so you can attend how you want.

Let your real estate all-star emerge. With inspirational keynotes, workshops and top-producer panels, you'll leave the convention with the skills you need to hit a grand slam in today's busy market.

Watch for complete details next month.

TRAINING PRODUCT	TRAINING FORMAT	DETAILS & REGISTRATION
EVENTS		
WRA Annual Convention: October 4-6, 2021	Milwaukee and virtual	Save the date!
PRE-LICENSE TRAINING		
ONGOING ONLINE TRAINING		
Appraisal Pre-license Course	On Demand	www.wra.org/June21-APL
Broker Pre-license Course	On Demand	www.wra.org/June21-BPL
Sales Pre-license Course	On Demand	www.wra.org/June21-SPL
SCHEDULED TRAINING		
Sales Pre-exam Review Webinar: July 9, 2021	Virtual webinar	www.wra.org/June21-SPLwebinar
Sales Pre-license Course: July 12-16; 19-21, 2021	Blended	www.wra.org/June21-SPLblended
Sales Pre-exam Review Webinar: August 6, 2021	Virtual webinar	www.wra.org/June21-SPLwebinar
PROFESSIONAL DEVELOPMENT		
ONGOING ONLINE TRAINING		
GRI On Demand	On Demand	www.wra.org/June21-GRI
Line by Line Forms Training	Online Video Series	www.wra.org/June21-LinebyLine
Quick Start	On Demand	www.wra.org/June21-QuickStart
REAL ESTATE CONTINUING EDUCATION		
SCHEDULED TRAINING		
Course 1: September 9, 2021	Virtual	www.wra.org/June21-VirtualCE
Course 2: September 9, 2021	Virtual	www.wra.org/June21-VirtualCE
Course 3: September 14, 2021	Virtual	www.wra.org/June21-VirtualCE
Course 4: September 14, 2021	Virtual	www.wra.org/June21-VirtualCE
Course 5: September 22, 2021	Virtual	www.wra.org/June21-VirtualCE
Course 6: September 22, 2021	Virtual	www.wra.org/June21-VirtualCE
Course 3: October 21, 2021	Sheboygan	www.wra.org/June21-SheboyganCE
Course 4: October 21, 2021	Sheboygan	www.wra.org/June21-SheboyganCE
Course 5: November 4, 2021	Sturgeon Bay	www.wra.org/SturgeonBayCE
Course 6: November 4, 2021	Sturgeon Bay	www.wra.org/SturgeonBayCE

Check Out THE LATEST CONTENT

LEGAL UPDATE LIVE

Wisconsin real estate legal discussion

RECENT EPISODES

EP. 12: "New Law, New Home Inspection Report"

EP. 11: "Fair Housing and Fairhaven"

EP. 10: "Form Revisions on the Horizon"

EP. 9: "New Professional Standards and MLS Policy Changes"

EP. 8: "Landlords Beware"

Watch: www.wra.org/LegalUpdateLive

CAPITOL INSIGHTS

Real estate advocacy podcast

RECENT EPISODES

EP. 25: "Wisconsin Needs More Broadband"

EP. 24: "Workforce Housing Tax Credit? Great Idea!"

EP. 23: "Red Alert! The Need for Wisconsin Workforce Housing"

EP. 22: "Landlords: Help Is on the Way"

EP. 21: "WHEDA and the Workforce Housing Shortage"

Listen: www.wra.org/CapitolInsights

WRA 360

New professional development series

Watch: www.wra.org/WRA360

HOUSING REPORT

Monthly analysis in Wisconsin housing

Watch: www.wra.org/HousingVideo

Definitely a front porch with a swing...
#homeownershipgoals
The WHEDA Advantage loan has everything your home buyers need to achieve their home ownership goals. Visit www.wheda.com to learn how.
Certain program restrictions and eligibility requirements apply.
WHEDA
www.wheda.com