



eXp Realty

Policy and Procedures

These Wisconsin Policies and Procedures (“WI P&Ps”) of eXp Realty comprise an integral and material part of the eXp Realty U.S. Policies and Procedures (“eXp P&Ps”), and are expressly incorporated by this reference into the eXp P&Ps in their entirety, verbatim and at length, and constitute a part of the eXp Realty Independent Contractor Agreement (“ICA”) as though fully set forth herein. Unless otherwise defined in these WI P&Ps, capitalized terms used herein shall have the meanings ascribed to them in the eXp P&Ps and the ICA.

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GENERAL WISCONSIN POLICIES

All Agents doing business in the State of Wisconsin (WI) with eXp Realty LLC. (“eXp Realty”), are expected to abide by both the eXp Realty U.S. Policies and Procedures (“eXp P&Ps”), located at www.exprealty.com/policies, and these eXp Realty LLC. Policies and Procedures (“WI P&Ps”), To the extent that these WI P&Ps conflict with the eXp P&Ps due to specific Wisconsin laws or regulations, these WI P&Ps will govern. If there are any questions about these WI P&Ps or the eXp P&Ps in general, contact the State Broker or Managing Broker(s).

IMPORTANT WEBSITES

[Wisconsin Agent Website](#)
[Wisconsin DSPS Chapter 452](#)
[REEB Rules](#)

GENERAL COMPANY INFORMATION

eXp Firm License Number:
937825-91

Physical Address:
8383 Greenway Blvd., Suite 600, Middleton, Wisconsin 53562.
Note: Agents this address is not for personal mail.

Workplace

The main point of communication with the Designated Managing Broker (DMB), Managing Brokers (MBs) and State Administrative Staff is in the World and Workplace Chat.

eXp Realty posts important information in the Wisconsin Workplace.

The Newsletter

This is a weekly communication where Agents can see the upcoming events, national trainings, the state calendar, and in-person events along with other information.
[Workplace link](#)

ADVERTISING

Definition

The term "Advertising" refers to Solicitation or promotional materials intended to engage Consumers which includes, but is not limited to, promotional and advertising flyers, postal mail, leaflets, and any marketing or promotional materials designed to solicit the creation of a professional relationship between the licensee and a consumer, or which is intended to incentivize, induce or entice a consumer to contact the licensee about any service for which a license is required, publications, radio and television broadcasts, all electronic media including email messages, text messages, social media websites and the Internet, business stationery, business cards, signs and billboards.

Agents must adhere to the state statutes and administrative code.

[WI Advertising Statute](#)

REEB 24.04 Advertising

In any advertising, wherever the Agent name appears so must the brokerage name and or the brokerage logo.

All advertising shall be conducted under the supervision of the Broker. This is why all advertising must be submitted to WI.Broker@exprealty.net before being published. Once an Agent has an approved template it can be reused and updated as appropriate. When in doubt just email it in and ask for a review.

For auditing and record-keeping purposes, listing advertising and marketing pieces need to be uploaded in SkySlope. If there is any advertising beyond the MLS (such as newspapers, facebook ads, etc.) these items need to be uploaded for Broker review.

Marketing of eXp listings

Agents need to obtain permission from an eXp Realty listing Agent in WI to promote/advertise/market another eXp Agent's listing. In turn that listing Agent should refer to the listing agreement to see if there are any "exclusions" of marketing conditions including by not limited to other eXp Realty Agents. Should an Agent be contacted by the listing Agent requesting the advertising of their listing be taken down, it should be done immediately, so everyone is in compliance with Seller's written request.

Advertising & Trade Names

Agents may add the term Real estate Agent or REALTOR® after their name as long as it follows the [trademark rules of the National Association of REALTORS®](#)

As the WI administrative code indicates, 'Trade name' means the name other than the name appearing on the license, under which the licensed individual Agent's entity advertises or does business." Any Agent doing business in a name not on the license needs to file a trade name with the DSPS.

The DSPS does not have a specific form to file a trade name. The Agent may notify the DSPS in writing either by mail, email or fax. Contact information is available at www.dsps.wi.gov. Licensees may use the licensee lookup at app.wi.gov/licensesearch to review what, if any, trade names have been filed. The licensee lookup is a valuable tool for a broker to check the credentials of licensees associated with the firm. Broker supervision requires brokers to ensure each licensee holds a valid license, when associating with the firm and at the beginning of each biennial licensure period.

The general rule is a licensee associated with a firm is required to advertise in the name of the firm, per [WI Admin Code](#). The licensee must advertise in the name on the firm's real estate license, or in a trade name filed by the firm with the DSPS. There are exceptions for rental property owned by the licensee or the occasional sale of property owned by the licensee when the licensee identifies himself or herself as a licensee in the advertisement.

As for other specific requirements for advertising, the licensee may refer to company policies and procedures. Advertising rules apply to any method of communication including print and electronic media as well as on social media sites.

Agent Entity

If an Agent creates a properly licensed entity, and a real estate business entity license is acquired, then the Agent's individual license and the entity license may be held by eXp.

The Agent with the properly licensed entity will direct eXp in writing how the Agent or entity will be paid .

Email Signatures

Email signatures require the following Notice of Wire Fraud Advisory & Confidentiality Notice:

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information protected by law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by replying to the e-mail and destroy all copies of the original message.

Also the company name or eXp logo needs to be in the email signature. Wherever your name appears, so must the company name or logo.

eXp ACCESS POLICY

The purpose of eXp Access is to:

- Provide an unique offering for sellers who, due to varying circumstances, do not want their listing marketed in a public manner.
- Provide greater transparency to eXp agents and clients by eliminating geographic boundaries that limit us from viewing all eXp listings nationally/internationally.

The eXp Access platform makes two sets of data available to all eXp agents and their clients:

- *eXp Office Exclusives (OEs):* These are listings that eXp agents have entered directly into the Zenlist software platform
- *eXp Public Listings:* These are eXp listings that originate from the listing agent's local MLS.

eXp in no way desires to circumvent existing MLS rules or boundaries; therefore, we require all eXp agents, when utilizing eXp Access, to abide by the rules of the MLS(s) in which they are a member.

Only listings with a valid Listing agreement may be entered as an eXp Office Exclusive (OE). eXp OEs will have an expiration and should be renewed in the platform as the seller directs.

Listings from the multiple listing will automatically pull in to eXp Public Listings and the original OE input will need to be deleted by the agent so there is no duplication.

Agents will be responsible for maintaining and updating the status, price and comments of any listing entered in eXp Access within 24 hours of the update.

Advertising

- OE listings may **not** be advertised publicly in any medium so as to adhere to local MLS rules.
- **Only Buyers that have signed a Buyer-Broker Representation Agreement with eXp Realty can be allowed access to view eXp Access listings.**
- Listing a property as an eXp OE is not considered public marketing under the NAR Clear Cooperation Policy. If your MLS does not follow NAR's [Clear Cooperation](#) policy, or has other rules, you must abide by the rules of your MLS.
- MLS Exemption Form - You must follow your MLS's rules: *If your MLS requires an exemption form to withhold entering your listing, even if it's not being marketed publicly, you **must** have a seller exemption form signed.*

Multiple listing services that should be considered and local rules followed are as follows:

[Central Wisconsin Board of Realtors®](#) (Central Wisconsin Multiple Listing Service)

[Door County Board of Realtors®](#) (Door County Board of Realtors® Multiple Listing Service, Inc.)

[Greater Milwaukee Area Realtors® Association](#) (Multiple Listing Service, Inc)

[Jefferson County Board of Realtors®](#) (Multiple Listing Service, Inc)

[LaCrosse Area Realtors® Association](#) (Greater La Crosse MLS Cooperation/MetroMLS)

[Lakes Area Realtor® Association](#) (Multiple Listing Service, Inc)

[Lakeshore Realtor® Association](#) (Multiple Listing Service, Inc)

[Lake Superior Area Association of Realtors®](#) (Lake Superior Area Realtors® Multiple Listing Service)

[Greater Northwoods Association of Realtors®](#) (Greater Northwoods MLS)

[Manitowoc County Board of Realtors®](#) (Multiple Listing Service, Inc)

[Realtors® Association of Northeast Wisconsin](#) (Realtors® Association of Northeast Wisconsin Multiple Listing Service)

[Realtor® Association of Northwestern Wisconsin](#) (Northwestern Wisconsin Multiple Listing Service)

[Realtor® Association of South Central Wisconsin](#) (South Central Wisconsin Multiple Listing Service)

[Rock Green Realtors® Association](#) (Rock Green Multiple Listing Service)

[Southshore Realtor® Association](#) (Multiple Listing Service, Inc)

[Western Wisconsin Realtors® Association](#) (Northstar MLS)

AGENCY

Wisconsin allows subagency. When working as a subagent in a buyer transaction a Broker

Disclosure to Customer (a state required form) must be used with the appropriate selection of agency (agent of the buyer stricken) on line 44.

COMMISSION & CLOSING PROCEDURES

Closing agents can be Lenders, Attorneys, Real Estate Brokers, Title & Escrow or Abstracting Companies. The closing agent may change based on the preferences of individual players in the transaction. As long as it is Wisconsin Lenders, Wisconsin Attorney, and Wisconsin Sellers, things go fairly smoothly. However, the situation is getting increasingly complicated by the fact that as more and more national lenders, or REO, HUD/FANNIE/FREDDIE MAC sellers, or auction companies start selling or financing real estate in Wisconsin, it is harder to time identify the “Closing Agent.”

Documentation Furnished to Closing Agent

It is the policy of eXp to issue a Closing Disbursement Authorization (CDA) Form to the closing agent and eXp Realty Agent within 10 days of a pending contract. This document may be modified multiple times before the close of escrow. This CDA Form will include the gross amount of commission, the amount payable to eXp Realty, and mailing instructions. It is imperative that the eXp Realty Agent receive a copy of the signed settlement form and a copy of the commission check made payable to “eXp Realty” in order to be paid in a timely manner.

It is the Agent’s responsibility to make sure that Disbursement Authorization Instructions are followed and that the hard-copy check is mailed to:

8383 Greenway Blvd., Suite 600, Middleton, Wisconsin 53562.

MLS’s WHO HAVE OPTED OUT OF THE NAR SETTLEMENT

This policy outlines the guidelines for recognizing Multiple Listing Services (MLSs) who have **opted out** of the National Association of Realtors (NAR) settlement and subsequent practice changes removing offers of compensation from any MLS beginning August 17, 2024.

eXp Realty agents are REALTOR® members covered under the NAR settlement and are required to follow the updated rules regarding no offers of compensation being offered in the MLS.

While eXp Realty recognizes some MLS’s have chosen not to “opt in” to the NAR settlement agreement, as a company we must default to the more restrictive rule as part of the settlement agreement.

No compensation may be conveyed via the Multiple Listing Service.

If a seller directs an eXp Realty agent in writing that they are willing to consider an offer of Buyer Broker Compensation by means of a concessions to a buyer, that may be promoted in such a manner as to comply with the MLS Rules as adopted, eXp Realty will not share listing side commission, so any offer of compensation would be paid by Seller to Buyer Broker directly.

eXp in no way desires to circumvent MLS rules or boundaries; therefore, we require all eXp agents to abide by the rules of the MLS(s) in which they are a member, so long as they do not conflict with this policy.

Any members of My State MLS must Opt out of offering cooperating compensation

MLS(s) that have opted out of the NAR Settlement Agreement:

None at this time

For additional questions, please contact your local State Broker.

Commission Payment to Agents (including Corporations and LLCs)

eXp Realty will pay an Agent commission income to a corporation or LLC if that corporation or LLC is wholly owned by the Agent. Additionally, the corporation or LLC cannot engage in other activities that require a real estate license. An Agent that elects to receive compensation through a corporation or LLC must demonstrate the legal entity meets all state requirements. Should an Agent's corporation or LLC fail to meet the State of Wisconsin Code requirements, the Company shall remit compensation to the Agent as an individual person. [Wisconsin DSPS Chapter 452](#), [REEB Rules](#) To expedite the commission disbursement the Agent must upload copies of the settlement statement and Commission check to SkySlope after closing. Typically the Title Company will mail the check and copy of the settlement statement to this address: eXp Realty LLC PO Box 856815 Minneapolis, MN 55485-6815. IF an Agent is in receipt of these 2 items please mail to that address.

Consumer Fees

Admin Fees/Marketing Charges, etc.

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each agent individually and may be negotiable between Buyer, Seller and Broker.

Individual Agents may charge fees or a "minimum commission" in addition to the commissions charged in a listing contract. However, all fees are to be paid to the Company. Additionally, for commissions or fees to be charged to the client, the client must be informed in writing of the fee to be charged at the inception of the Agent / Client relationship. The client must, with a signature, acknowledge and accept responsibility for payment of the fee. Best business practice is to stop using the words "Admin Fee" and instead use 'Professional Service Fee or 'Additional Commission Compensation.' eXp needs one commission check at the close of escrow, not two.

Sellers

The proper way to charge this fee is to add it to the listing agreement. Agents cannot strike out the word "or" but Agents can add text to the left or to the right of it.

For example, \$495 + 7% of the gross sales price; a minimum of \$7,500 in commission.

Buyers

The proper way to add a minimum commission or additional commission is to substitute a Buyer Agency Agreement for the Appointed Agency Agreement. The Buyer Agency Agreement has in Paragraph 7 a place to add a fee. Again, identify the fee, and the amount and how it is to be paid. ie: (for example only) "Buyer shall pay 3% plus \$295 at closing. Buyer authorizes the firm to request a Seller within an offer to offset this amount. Buyer is responsible for any unpaid difference to the firm" This should be shown on the settlement

statement as part of the brokerage commission and not a separate check issued to eXp Realty.”

REAL ESTATE CONTRACTS

240.10 Real estate agency contracts

According to WI Law:

1. Every contract to pay a commission to a real estate agent or broker or to any other person for selling or buying real estate shall be void unless such contract or note or memorandum thereof describes that real estate; expresses the price for which the same may be sold or purchased, the commission to be paid and the period during which the agent or broker shall procure a buyer or seller; is in writing; and is subscribed by the person agreeing to pay such commission, except that a contract to pay a commission to a person for locating a type of property need not describe the property.
2. Every contract to pay a commission to any real estate agent or broker or to any person for leasing real estate for a term exceeding 3 years shall be void unless such contract, note or memorandum thereof describes that real estate; expresses the rent to be paid or a method to determine the same, the length of the lease, the commission to be paid, and the period during which said person shall procure a tenant; is in writing; and is subscribed by the person agreeing to pay such commission, except that a contract to pay a commission to a person for locating a type of property need not describe the property.

File Compliance

eXp Policy is to be compliant with Wisconsin Real Estate Rules regarding real estate listings and transaction files. The State of Wisconsin has the authority to audit eXp files for compliance. Failures of compliance discovered in an audit can have serious repercussions for eXp Realty, Managing Brokers, and the Agents. The repercussions may include fines, suspension and/or revocation of licenses.

The DMB has identified in SkySlope the minimum documentation required to be compliant. In addition, SkySlope contains spaces on the Checklist, and a Documents section, for uploading additional documents pertinent to any real estate listing or transaction. eXp Realty also requires certain forms for internal, company compliance for eXp documentation. Forms indicated as required are considered necessary for compliance, as well as any addendums.

Ensuring the file documentation is as complete as possible is also important in the event of a client of a real estate transaction or listing filing a future civil action against a party involved. It is required that the agent keeps, in SkySlope, a complete record of all real estate listings and transactions including all documentation and communications regarding the listing or transaction for possible future civil actions.

The listing Agent will upload all offers that were received and rejected or negotiated, even those that did not come to a mutual agreement. The buyer's Agent, will email all rejected offers to: WisconsinOffice@SkySlope.com within 48 hours of rejection.

It is good practice to CC the SkySlope email in all communications as well as upload a text

chain and phone log at the conclusion of each transaction.

Files need to be maintained for five (5) years. Agents need to maintain their own files as well as upload the documents to eXp for storage.

Agent and Family Transactions

<https://www.wra.org/WREM/wrem-article.aspx?id=2147497672&sso=1>

Agents are required to disclose to all parties that they are a Licensed Real Estate Salesperson or Broker, whenever the Agent is personally involved in a real estate transaction, or personally involved with a principal party to a transaction as the agent for that party.

When an Agent acts as an agent in a real estate or business transaction to purchase, lease, transfer, or sell property on their own or on behalf of a member of the Agent's immediate family or any combination of members of the Agent's immediate family, or firm, Wis. Admin. Code § REEB 24.05(2) requires that the Agent must have the prior written consent of all parties to the transaction.

This written consent must be obtained in the offer to purchase, option, lease or other transaction contract. "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, uncles of the Agent. (b) The spouse or domestic partner of the Agent. It is good practice to disclose other familial relationships as well.

Another instance requiring disclosure is where the Agent or an Agent with a personal relationship is representing a legal entity in a transaction. For example, Agents who have a spouse that owns and operates as a builder or construction company needs to be disclosed.

Regarding listings, the requirement is this disclosure is made obvious in the Public Remarks of the MLS and any other public-facing marketing materials, including any required disclosures, and also in the purchase contract.

Furthermore, Wis. Admin. Code § REEB 24.05(5) requires that an Agent acting as a principal in a real estate transaction disclose his or her license status and intent to act in the transaction as a principal, in writing, at the earliest of:

1. 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; or
3. Any other negotiation with the seller or listing firm.

Under this section, an Agent-owner of the property for sale needs to make certain that the appropriate written disclosure is made:

1. if contacted by a prospective buyer or an agent representing that buyer regarding the property; or
2. if personally showing the property to a prospective buyer (with or without another agent).

FSBO

In any For Sale By Owner (FSBO) advertising (if allowed), where the Agent has an ownership interest, or personal solicitations of property for personal purchases, the Agent must identify

the Agent's license status, as required by Wis. Admin. Code § REEB 24.04(2)(c).

Agent to Purchase Property Listed by eXp

According to WI statute, if eXp has received any offers to purchase on any property listed by the eXp, even if the offer contracts have not yet been presented to the seller, Agents must wait before submitting their own personal offers.

The Agent may not submit a personal offer, counter-offer, amendment, or secondary offer as long as any other offer is accepted by the seller, being countered by the seller, being considered by the seller, or awaiting presentation to the seller.

EARNEST MONEY

eXp Wisconsin is able to hold earnest money for real estate transactions. Agents have the option to have eXp hold EM funds or to have a title company hold the funds. Agents are encouraged to have the title company hold the funds. Earnest money funds can be deposited to the trust account in multiple ways.

1. Mail check made out to "eXp Realty, LLC Trust Account" to the Wisconsin Lockbox (address above)
2. FTNI Mobile Deposit App (additional training required)
3. Trust Funds via most Wisconsin MLSs
4. Deposit Link

REFERRALS

According to Wis. Stat. Chap. 452.19, the firm may only pay commission to properly licensed real estate business entities. Agents are required to verify the referring company is properly licensed and this may require a copy of their current entity license.

Wis. Stat. 452.19 Fees and commissions. (1) No licensee may pay a fee or a commission or any part thereof for performing any act specified in this chapter or as compensation for a referral or as a finder's fee to any person who is not licensed under this chapter or who is not regularly and lawfully engaged in the real estate brokerage business in another state, a territory or possession of the United States, or a foreign country.

LAND CONTRACTS

By license law, an Agent may use the residential purchase contract and then attach the land contact addendum. Agents will then submit the contract for DMB/MB review for any additional language. It is preferred that an attorney licensed in Wisconsin drafts the final land contract, and this will thereafter be reviewed by the DMB/MB.

HOME INSPECTIONS

Agents or Teams are advised to offer clients a minimum of three Inspection Service Providers to choose from. The client selects the inspection expert of their choice.

WRA FORM LIBRARY

As a member of the WRA, Agents have free access to the WRA Forms Library.

[WRA form library](#)

FAIR HOUSING

In addition to the Federal Laws, WI has additional requirements for compliance. Agents need to be aware of and compliant with all the laws. See the links below for such requirements.

[WI Civil Rights](#)

[WI Fair Housing](#)

CHANGE OF NAME OR ADDRESS

REEB 23.02

[30 days Notice for Change of Name or Address](#)

Agents licensed under ch. 452, Stats., who changes the name appearing on a current license or moves from the last address provided to the department shall notify the department in writing of the new name or address within 30 days of the change.

PASSENGERS IN CAR DURING SHOWINGS

Agents will refrain from texting while driving and will comply with the Wisconsin law that prohibits composing or sending text messages while driving. Agents are encouraged to use “hands-free” headsets or speakerphones or avoid telephone conversations while driving.

In accordance with Wisconsin law, the Agent must require that all passengers wear a seat belt. Children must be properly restrained in a child safety seat until they reach age four (4), and in a booster seat until age eight (8), subject to the additional restrictions described online at <https://wisconsin.gov/Pages/safety/education/child-safety/default.aspx>

CONCEAL CARRY POLICIES

A person with a Wisconsin Concealed Carry weapon license may carry a concealed weapon in Wisconsin. “Weapons” are defined to include handguns, stun guns, a knife other than a switchblade or a Billy club. Handguns do not include machine guns, rifles or shotguns. Agents are not required to carry weapons.

FINANCIAL INCENTIVES

If the Associate is seeking an incentive from the seller, the incentive wording is included in the offer to purchase.

Any buyer’s incentive should be properly documented in writing before the offer to purchase is submitted to the listing agent or seller. Under Wis. Admin. Code § REEB 24.05(4), the seller must consent in writing to any incentive paid by the listing firm to the Associate/buyer before the incentive can be paid, so a recitation in the offer regarding the incentive from the listing firm may be the most efficient way to meet this requirement and avoid REEB enforcement action.

An Associate/buyer’s incentive agreement with the listing firm may be just a few sentences typed on a piece of paper identifying the parties and transaction, and indicating how the incentive is earned, when it is paid and who will pay it. An incentive agreement with the firm might provide that:

“As an inducement to _____ (name of buyer/Associate) to purchase the property at 123 Main Street, Salestown, Wisconsin, _____ (name of listing firm) promises to pay to _____ (name of buyer/Associate) an incentive in the amount of \$ _____ (insert dollar amount), payable at the time of closing, provided: _____ (list conditions for the payment of incentive). This incentive agreement is being used because _____ (insert buyer/Associate’s name) is acting as a principal in this transaction, not as a real estate agent, and will not receive a commission based on the MLS offer or any other compensation agreement.”

If the incentive agreement is with the seller, this language may be inserted in the offer to purchase (replacing name of listing firm with seller’s name). Once approved and signed, this incentive agreement shall be binding on the party who agreed to pay the incentive, either as an agreement with the listing firm and approved by the seller, or as a term of the offer to purchase negotiated with the seller.

AGENT SAFETY

Agent safety is a priority. Resources, tips and best practices for Agent safety can be found on the [National Association of REALTORS®](#) website.

EMERGENCY PREPAREDNESS

Natural disasters, acts or terrorism, health crises and other events can happen at any time and without warning. Each crisis is different in scope and has varying degrees of impact and exposure at the local, regional and national levels. The company is responsible for and maintains all files and has a backup system. It is recommended that Agents backup all their files and have a secondary system access for files such as an external hard drive or thumb drive. In the event of an evacuation, the company will communicate with Agents on safety procedures. Before a situation arises, the company will provide communications for direction on how to navigate a crisis and who to contact for information and support. For more information on the [WI Emergency Management](#) go to their website.

DO NOT CALL

Before making solicitation calls, the licensee or telemarketer must be familiar with the current laws. All Agents are encouraged to utilize [eXp Realty’s DialSafe tool](#) to ensure all consumer phone numbers are verified to not be on the Do Not Call List prior to commencing any contact, thereby ensuring compliance with the Do Not Call regulations..

The [eXp Realty TCPA Resource Guide](#) is a valuable resource for Agents to familiarize themselves with to ensure they are in compliance with and abide by federal laws and the Telephone Consumer Protection Act (TCPA) regulations.

The **Telephone Consumer Protection Act (TCPA)**, regulates telemarketing calls, automatic telephone dialing systems, and artificial or prerecorded voice messages. The law also requires those who make telephone solicitations to have procedures for maintaining company-specific **do-not-call** lists. Licensees must maintain their own electronic or written list and make it available to eXp Commercial upon request. Within two business days of the request from a consumer, the licensee will place that consumer and phone number to the licensee's **do not call list**.

In 2012, **TCPA** updated rules require telemarketers:

1. obtain prior express written consent from consumers before robocalling them
2. No longer allow telemarketers to use an "established business relationship" to avoid getting consent from consumers when calling their home phones
3. require telemarketers to provide an automated, interactive "opt-out" mechanism during each robocall so consumers can immediately tell the telemarketer to stop calling.

For more details about the Commission's telemarketing rules, including the **do-not-call** provisions, click on the link on this page for the July 3, 2003 [Order](#). For details about registering with or accessing the **do-not-call registry**, visit the [National Do-Not-Call Registry page](#). Additional reference materials available on the web include a [summary of TCPA rules \(PDF\)](#) and the Commission's [Telemarketing Rules \(CFR Title 47, Part 64, subpart L: "Restrictions on Telemarketing, Telephone Solicitation, and Facsimile Advertising"\)](#).

TSR: The Telemarketing Sales Rule requires telemarketers to make specific disclosures of material information; prohibits misrepresentations; sets limits on the times telemarketers may call consumers; prohibits calls to a consumer who has asked not to be called again; and sets payment restrictions for the sale of certain goods and services.

<https://www.ecfr.gov/current/title-16/chapter-I/subchapter-C/part-310?toc=1>

The **TSR** has a "*safe harbor*" for unintentional calls or mistakes. If a licensee or telemarketer can show that, as part of its routine business practice, it meets all the requirements below of the "*safe harbor*," the person/firm will not be subject to civil penalties or sanctions for mistakenly calling a consumer who has either asked for no more calls (and who should have been placed on the licensee's **do not call list**), or for calling a person who is on the **national do not call registry**. eXp and the licensee/telemarketer share the responsibility to meet the "*safe harbor*" requirements. eXp, the licensee or telemarketer must demonstrate that:

- it has written procedures to comply with the do not call requirements
- it trains its personnel in those procedures
- it monitors and enforces compliance with these procedures
- it maintains a company-specific list of telephone numbers that it may not call
- it accesses the national registry no more than 31 days before calling any consumer, and maintains records documenting this process
- any call made in violation of the do not call rules was the result of an error

If you or the telemarketer you hired have violated any of the above laws, report this event to your broker immediately in writing.

In addition to the federal telephonic solicitation laws, WI, also has statutes regarding laws to protect the public. Agents are required to be familiar with these laws and adhere to them in the course of their real estate business. [WI Do Not Call](#)

WIRE FRAUD

Each year tens of thousands of dollars are lost due to wire fraud. eXp requires clients to sign eXp's Wire Fraud Advisory. Agents can find the form in Skyslope Forms or Working Documents: Working Documents > Office Docs > Wisconsin Listing Agreements Please note that eXp does not require the customer on the co-op side of the transaction to sign this document. While this disclosure document is part of the customer file, the document is not part of the Purchase & Sale Agreement. Once the eXp customer signs the document, the Agent will upload it to the customer file.

NOTIFICATION OF POLICY AND PROCEDURE MANUAL REVISION

eXp Realty reserves the right to revise this WI P&P in its sole discretion. Agents are encouraged to review this document regularly to review any revisions.

[END OF DOCUMENT]