



Appraiser Independence Requirements

I. Appraiser Independence Safeguards

- A. An “appraiser” must be, at a minimum, licensed or certified in the State of Wisconsin.

- B. No employee, director, officer, or agent of the Lender, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the Seller, shall influence or attempt to influence the development, reporting, result, or review of an appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner including but not limited to:
 - (1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
 - (2) Withholding or threatening to withhold future business for an appraiser, or demoting or terminating or threatening to demote or terminate an appraiser;
 - (3) Expressly or impliedly promising future business, promotions, or increased compensation for an appraiser;
 - (4) Conditioning the ordering of an appraisal report or the payment of an appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from an appraiser;
 - (5) Requesting that an appraiser provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that an appraiser provide estimated values or comparable sales at any time prior to the appraiser’s completion of an appraisal report;
 - (6) Providing to an appraiser an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the Borrower, except that a copy of the sales contract for purchase transactions may be provided;



- (7) Providing to an appraiser, appraisal company, appraisal management company, or any entity or person related to the appraiser, appraisal company, or appraisal management company, stock or other financial or non-financial benefits;
- (8) Removing an appraiser from a list of qualified appraisers, or adding an appraiser to an exclusionary list of disapproved appraisers, in connection with the influencing or attempting to influence an appraisal as described in Paragraph B above (this prohibition does not preclude the management of appraiser lists for bona fide administrative or quality-control reasons based on written policy); and
- (9) Any other act or practice that impairs or attempts to impair an appraiser's independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the Uniform Standards of Professional Appraisal Practice (USPAP).

II. Acceptability of Subsequent Appraisals

A Lender must not order, obtain, use, or pay for a second or subsequent appraisal in connection with a WHEDA Advantage transaction unless: (i) there is a reasonable basis to believe that the initial appraisal was flawed or tainted and such basis is clearly and appropriately noted in the Mortgage file, or (ii) such appraisal is done pursuant to written, pre-established bona fide pre- or post-funding appraisal review or quality control processes or underwriting guidelines, and so long as the Lender adheres to a policy of selecting the most reliable appraisal, rather than the appraisal that states the highest value, or (iii) a second appraisal is required by law.

III. Borrower Receipt of Appraisal

The Lender shall ensure that the Borrower is provided a copy of any appraisal report concerning the Borrower's subject property promptly upon completion at no additional cost to the Borrower, and in any event no less than three days prior to the closing of the Mortgage. The Borrower may waive this three-day requirement if such waiver is obtained at least three days prior to the closing of the Mortgage. The Lender may provide the Borrower at closing, a revised copy of an appraisal and information as to the nature of any revisions, so long as the revisions had no impact on value.

The Lender may require the Borrower to reimburse the Lender for the cost of the appraisal.



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IV. Appraiser Engagement

- A. The Lender or any third party specifically authorized by the Lender (including, but not limited to, appraisal companies, appraisal management companies, and Correspondent lenders) shall be responsible for selecting, retaining, and providing for payment of all compensation to the appraiser. The Lender will not accept any appraisal report completed by an appraiser selected, retained, or compensated in any manner by any other third party (including Mortgage Brokers and real estate agents).
- B. There must be separation of a Lender's sales or Mortgage production functions and appraisal functions. An employee of the Lender in the sales or Mortgage production function shall have no involvement in the operations of the appraisal function.
- (1) Certain parties are prohibited from:
- Selecting, retaining, recommending, or influencing the selection of any appraiser for a particular appraisal assignment or for inclusion on a list or panel of appraisers approved or forbidden to perform appraisals for the Lender; and
 - Having any substantive communications with an appraiser or appraisal management company relating to or having an impact on valuation, including ordering or managing an appraisal assignment.

These parties are:

- (i) All members of the Lender's Mortgage production staff;
- (ii) Any person who is compensated on a commission basis upon the successful completion of a Mortgage; and
- (iii) Any person whose immediate supervisor is not independent of the Mortgage production staff and process.

Lender personnel not described in Section IV.B (1) (i) through (iii) above are not subject to the restrictions described above, and may engage in communications with an appraiser. In addition, any party, including the parties described in Section IV.B (1) (i) through (iii) above, may request that an appraiser provide additional information or explanation about the basis for a valuation, or correct objective factual errors in an appraisal report.



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- (2) If absolute lines of independence cannot be achieved as a result of the Lender's small size and limited staff, the Lender must be able to clearly demonstrate that it has prudent safeguards to isolate its collateral evaluation process from influence or interference from its Mortgage production process.
- C. Any employee of the Lender (or if the Lender retains an appraisal company or appraisal management company, any employee of that company) tasked with selecting appraisers for an approved panel or substantive appraisal review must be:
- (1) Appropriately trained and qualified in the area of real estate appraisals; and
 - (2) In the case of an employee of the Lender, wholly independent of the Mortgage production staff and process.

V. Use of Appraisal Reports by In-House Appraisers or Affiliated Appraisers

- A. In underwriting a Mortgage, the Lender may use an appraisal report:
- (1) Prepared by an appraiser employed by:
 - The Lender;
 - An affiliate of the Lender;
 - An entity that is owned, in whole or in part, by the Lender; or
 - An entity that owns, in whole or in part, the Lender.
 - (2) Prepared by an appraiser employed, engaged as an independent contractor, or otherwise retained by an appraisal company or any appraisal management company affiliated with, or that owns or is owned, in whole or in part, by the Lender or an affiliate of the Lender, provided that the Lender complies with the provisions of these Appraiser Independence Requirements.
- B. The Lender also may use in-house staff appraisers to:
- (1) Order appraisals;
 - (2) Conduct appraisal reviews or other quality control, whether pre-funding or post-funding;



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- (3) Develop, deploy, or use internal Automated Valuation Models; or
- (4) Prepare appraisals in connection with transactions other than Mortgage origination transactions (e.g., Mortgage workouts), if the Lender complies with the provisions of these Appraiser Independence Requirements.

VI. Transfer of Appraisals

A Lender may submit a WHEDA Advantage Mortgage with an appraisal prepared by an appraiser selected by another lender, including where a Mortgage Broker has facilitated the Mortgage application (but not ordered the appraisal). The Lender submitting the loan to WHEDA makes all representations and warranties regarding the appraisal set forth in the Policies and Procedures Manual, including the representation that the appraisal is obtained in a manner consistent with these Appraiser Independence Requirements.

VII. Referrals of Appraisal Misconduct Reports

Any Lender that has a reasonable basis to believe an appraiser or appraisal management company is violating applicable laws, or is otherwise engaging in unethical conduct, shall promptly refer the matter to the applicable State appraiser certifying and licensing agency or other relevant regulatory bodies.

VIII. Compliance

Lenders must adopt written policies and procedures implementing these Appraiser Independence Requirements, including, but not limited to, adequate training and disciplinary rules on appraiser independence, including the principles detailed in Section I. Additionally, Lenders must ensure that any third parties, such as appraisal management companies or Correspondent lenders, are also in compliance with these Appraiser Independence Requirements.