

# WEST VIRGINIA CODE: §30-38A-15

## **§30-38A-15. Prohibited acts.**

(a) An appraisal management company or any person acting for an appraisal management company as a controlling person, owner, director, officer, agent, employee or independent contractor may not:

(1) Improperly influence or attempt to improperly influence the development, reporting, result or review of an appraisal through:

(A) Intimidation, inducement, coercion, extortion, collusion, bribery, compensation, blackmail, threat of exclusion from future appraisal work or any other means that unduly influences or pressures the appraiser;

(B) Withholding payment to an appraiser or compensating the appraiser at less than the customary and reasonable rate for appraisal services unless for breach of contract; or

(C) Expressly or impliedly promise future business, promotions or increased compensation to an appraiser;

(2) Knowingly employ a person to a position of responsibility who has had a license or certificate to act as an appraiser refused, denied, canceled, revoked or surrendered in this state or any other jurisdiction, and not subsequently granted or reinstated;

(3) Knowingly enter into a contract with a person for the performance of appraisal services who has had a license or certificate to act as an appraiser refused, denied, canceled, revoked or surrendered in this state or any other jurisdiction, and not subsequently granted or reinstated;

(4) Knowingly enter into a contract, agreement or other business relationship for the purpose of obtaining real estate appraisal services with a firm that employs or contracts with a person who has had a license or certificate to act as an appraiser refused, denied, canceled, revoked or surrendered in this state or any other jurisdiction, and not subsequently granted or reinstated;

(5) Knowingly fail to separate and disclose any fees charged to a client by the appraisal management company for an appraisal by an appraiser from fees charged to a client by the appraisal management company for appraisal management services;

(6) Prohibit an appraiser from stating, in a submitted appraisal, the fee paid by the appraisal management company to the appraiser for the appraisal;

(7) Request, allow or require an appraiser to collect any portion of the fee, including the appraisal fee, charged by the appraisal management company to the client;

- (8) Require an appraiser to provide the registrant with the appraiser's signature or seal in any form;
- (9) Alter, amend or change an appraisal submitted by an appraiser;
- (10) Remove an appraiser's signature or seal from an appraisal;
- (11) Add information to or remove information from an appraisal with the intent to change the conclusion of the appraisal;
- (12) Remove an appraiser from an appraiser panel without twenty days prior written notice to the appraiser and an opportunity for the appraiser to be heard;
- (13) Enter into an agreement or contract for the performance of appraisal services with an appraiser who is not in good standing with the board;
- (14) Request or require an appraiser to provide an estimated, predetermined or desired valuation in an appraisal;
- (15) Request or require an appraiser to provide estimated values or comparable sales at any time prior to the appraiser completing an appraisal;
- (16) Condition a request for an appraisal or the payment of an appraisal fee on:
  - (A) An opinion, conclusion or valuation reached; or
  - (B) A preliminary estimate or opinion requested from an appraiser;
- (17) Provide to an appraiser an anticipated, estimated, encouraged or desired value for an appraisal or a proposed or targeted amount to be loaned or borrowed, except that a copy of the sales contract for the purchase transaction may be provided;
- (18) Require an appraiser to indemnify or hold harmless an appraisal management company for any liability, damage, losses or claims arising out of the services provided by the appraisal management company;
- (19) Have a direct or indirect interest, financial or otherwise, in the property or transaction involving the appraisal;
- (20) Provide to an appraiser or a person related to the appraiser stock or other financial or nonfinancial benefits;
- (21) Obtain, use or pay for a second or subsequent appraisal or order an automated valuation model, unless:
  - (A) There is a reasonable basis to believe that the initial appraisal was flawed and the basis is clearly and appropriately noted in the file;

(B) The second or subsequent appraisal, or automated valuation model is done under a bona fide prefunding or post-funding appraisal review or quality control process;

(C) The second appraisal is required by law; or

(D) The second or subsequent appraisal or automated valuation model is ordered by a client; or

(22) Commit an act or practice that impairs or attempts to impair an appraiser's independence, objectivity or impartiality.

(b) This section does not prohibit an appraisal management company from requesting that an appraiser:

(1) Provide additional information about the basis for a valuation;

(2) Correct objective factual errors in an appraisal;

(3) Provide further detail, substantiation or explanation for the appraiser's conclusion; or

(4) Consider additional appropriate property information, including the consideration of additional comparable properties to make or support an appraisal.