

Instructions:

Fees: \$100

1. Print these pages.
2. Answer the simple question that follow the easy to follow mini-sections.
3. Circle the correct answers and transfer to the answer sheets on last pages.
4. Page down to the last page for the verification forms, answer sheets and mailing instructions.

This 12-hour course is approved for:

1. Dwelling Contractor Qualifier Certification (satisfies the State's new 4-hour requirement)
2. Dwelling Contractor Qualifier Initial Training (12-hr course)

Course contents include:

- Part 1. ATPC 110 Law Quiz 93 (page 1)
- Part 2. SPS 320 Code Quiz 214 (page 28)
- Part 3. Best Business Practices 53 (page 71)

ATPC 110 quiz 93Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATPC 110.01 –
Definitions

(1) *"Buyer"* means either of the following persons who is a party or prospective party to a home improvement contract:

(a) The owner of residential or noncommercial property to which the home improvement contract pertains.

(b) The tenant or lessee of residential or noncommercial property to which the home improvement contract pertains if the tenant or lessee is or will be obligated to make a payment under the home improvement contract.

(2) *"Home improvement"* means the remodeling, altering, repairing, painting, or modernizing of residential or non-commercial property, or the making of additions thereto, and includes, but is not limited to, the construction, installation, replacement, improvement, or repair of driveways, sidewalks, swimming pools, terraces, patios, landscaping, fences, porches, garages, basements and basement waterproofing, fire protection devices, heating and air conditioning equipment, water softeners, heaters and purifiers, wall-to-wall carpeting or attached or inlaid floor coverings, and other changes, repairs, or improvements made in or on, attached to, or forming a part of, the residential or non-commercial property. The term extends to the conversion of existing commercial structures into residential or non-commercial property. "Home improvement" does not include the construction of a new residence or the major renovation of an existing structure.

(2m) *"Major renovation of an existing structure"* means a renovation or reconstruction contract where the total price of the contract is more than the assessed value of the existing structure at the time the contract is initiated.

(3) *"Residential or non-commercial property"* means a structure used, in whole or in part, as a home or place of residence by any natural person, whether or not a single or multi-unit structure, and that part of the lot or site on which it is situated and which is devoted to the residential use of the structure, and includes all

appurtenant structures. The term extends to all other existing non-commercial structures and the immediate premises on which they are situated even though they are not used for residential purposes.

(4) "*Home improvement contract*" means an oral or written agreement between a seller and an owner, or a seller and a tenant or lessee, of residential or non-commercial property, or a seller and a tenant or lessee if the tenant or lessee is to be obligated for the payment of home improvements made in, to, or upon such property, and includes all agreements under which the seller is to perform labor or render services for home improvements, or furnish materials in connection therewith.

(5) "*Seller*" means a person engaged in the business of making or selling home improvements and includes corporations, partnerships, associations, and any other form of business organization or entity, and their officers, representatives, agents, and employees.

(6) "*Warranty*" means any warranty or guarantee made with respect to labor, services, products, or materials provided under a home improvement contract.

"Warranty" includes a seller's warranty and a manufacturer's product warranty.

1. _____ means a structure used, in whole or in part, as a home or place of residence by any natural person, whether or not a single or multi-unit structure, and that part of the lot or site on which it is situated and which is devoted to the residential use of the structure, and includes all appurtenant structures.

- a. Warranty
- b. Seller
- c. Home improvement contract
- d. Residential or non-commercial property

2. _____ means an oral or written agreement between a seller and an owner, or a seller and a tenant or lessee, of residential or non-commercial property, or a seller and a tenant or lessee if the tenant or lessee is to be obligated for the payment of home improvements made in, to, or upon such property, and includes all agreements under which the seller is to perform labor or render services for home improvements, or furnish materials in connection therewith.

- a. Warranty
- b. Seller
- c. Home improvement contract
- d. Residential or non-commercial property

3. _____ means a person engaged in the business of making or selling home improvements and includes corporations, partnerships, associations, and any other form of business organization or entity, and their officers, representatives, agents, and employees.

- a. Warranty
- b. Seller
- c. Home improvement contract
- d. Residential or non-commercial property

4. _____ means any guarantee made with respect to labor, services, products, or materials provided under a home improvement contract.

- a. Warranty
- b. Seller
- c. Home improvement contract
- d. Residential or non-commercial property

5. Major renovation of an existing structure means a renovation or reconstruction contract where the total price of the contract is _____ the assessed value of the existing structure at the time the contract is initiated.
- equal to
 - less than
 - more than
 - all of the above
6. _____ means the remodeling, altering, repairing, painting, or modernizing of residential or non-commercial property.
- Seller
 - Buyer
 - Home improvement
 - Major renovation of an existing structure
7. _____ means the owner of residential or noncommercial property to which the home improvement contract pertains.
- Seller
 - Buyer
 - Home improvement
 - Major renovation of an existing structure
8. _____ means the tenant or lessee of residential or noncommercial property to which the home improvement contract pertains if the tenant or lessee is or will be obligated to make a payment under the home improvement contract.
- Seller
 - Buyer
 - Home improvement
 - Major renovation of an existing structure
9. "Home improvement" does not include the _____.
- construction of a new residence
 - major renovation of an existing structure
 - both a or b
 - none of the above
10. The term "Home Improvement" extends to the conversion of existing commercial structures into _____ property.
- residential
 - non-commercial
 - both a or b
 - none of the above
-

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATCP 110.02 -
Prohibited trade practices

No seller shall engage in the following unfair methods of competition or unfair trade practices:

(1) MODEL HOME REPRESENTATIONS. Misrepresent or falsely state to a prospective buyer that the buyer's residential or non-commercial property is to serve as a "model" or "advertising job", or use any other prospective buyer lure to mislead the buyer into believing that a price reduction or other compensation will be received by reason of such representations.

(2) PRODUCTION AND MATERIAL REPRESENTATIONS. Misrepresent directly or by implication that products or materials to be used in the home improvement:

- (a) Need no periodic repainting, finishing, maintenance, or other service.
- (b) Are of a specific or well-known brand name, or are produced by a specific manufacturer or exclusively distributed by the seller.
- (c) Are of a specific size, weight, grade, or quality, or possess any other distinguishing characteristics or features.
- (d) Perform certain functions or substitute for, or are equal in performance to, other products or materials.
- (e) Meet or exceed municipal, state, federal, or other applicable standards or requirements.
- (f) Are approved or recommended by any governmental agency, person, firm, or organization, or that they are the users of such products or materials.
- (g) Are of sufficient size, capacity, character, or nature to do the job expected or represented.
- (h) Are or will be custom-built or specially designed for the needs of the buyer.
- (i) May be serviced or repaired within the buyer's immediate trade area, or be maintained with replacement and repair parts which are readily available.

(3) BAIT SELLING.

- (a) Offer or represent specific products or materials as being for sale, where the purpose or effect of the offer or representation is not to sell as represented but to bait or entice the buyer into the purchase of other or higher priced substitute products or materials.
- (b) Disparage, degrade, or otherwise discourage the purchase of products or materials offered or represented by the seller as being for sale, by statements or representations in conflict with other claims or representations made with respect to such products and materials, to induce the buyer to purchase other or higher priced substitute products or materials.
- (c) Refuse to show, demonstrate, or sell products or materials as advertised, offered, or represented as being for sale.
- (e) Fail to have available a quantity of the advertised product sufficient to meet reasonably anticipated demands.
- (f) Misrepresent that certain products or materials are unavailable or that there will be a long delay in their manufacture, delivery, service, or installation in order to induce a buyer to purchase other or higher priced substitute products or materials from the seller.

(4) IDENTITY OF SELLER.

- (a) Deceptively gain entry into the prospective buyer's home or onto the buyer's property under the guise of any governmental or public utility inspection, or otherwise misrepresent that the seller has any official right, duty, or authority to conduct an inspection.
- (b) Misrepresent that the seller is an employee, officer, or representative of a manufacturer, importer, or any other person, firm, or organization, or that such person, firm, or organization will assume some obligation in fulfilling the terms of the contract.
- (c) Misrepresent the status, authority, or position of the sales representative in the organization he or she represents.

(d) Misrepresent that the seller is licensed, bonded, or insured. If the seller represents that the seller is licensed, bonded, or insured, the seller shall provide the buyer with a written statement specifically describing the type of license, bond, or insurance that the seller possesses.

(5) GIFT OFFERS. Offer or advertise any gift, free item, or bonus without fully disclosing the terms or conditions of the offer, including expiration date of the offer and when the gift, free item, or bonus will be given, or fail to comply with the terms of such offer.

(6) PRICE AND FINANCING.

(a) Misrepresent to a prospective buyer that an introductory, confidential, close-out, going out of business, factory, wholesale, or any other special price or discount is being given, or that any other concession is made because of materials left over from another job, a market survey, or test, or any other reason.

(b) Misrepresent that any person, firm, or organization, whether or not connected with the seller, is especially interested in seeing that the prospective buyer gets a bargain, special price, discount, or any other benefit or concession.

(c) Misrepresent or mislead the prospective buyer into believing that insurance or some other form of protection will be furnished to relieve the buyer from obligations under the contract if the buyer becomes ill, dies, or is unable to make payments.

(d) Misrepresent or mislead the buyer into believing that no obligation will be incurred because of the signing of any document, or that the buyer will be relieved of some or all obligations under the contract by the signing of any document.

(e) Request the buyer to sign a completion slip or certificate, or make final payment on the contract before the home improvement is completed in accordance with the terms of the contract.

(f) Fail to disclose that the offered or contract price does not include delivery or installation, or that other requirements must be fulfilled by the buyer as a condition to the performance of labor, services, or the furnishing of products or materials at the offered or contract price.

(g) Misrepresent that the down payment or any other sum constitutes the full amount the buyer will be obligated to pay.

(h) Misrepresent or fail to disclose to a buyer, before the buyer enters into a home improvement contract, the existence or amount of any financing charges, interest service charges, credit investigation costs, building or installation permit fees, or other costs or charges to be paid by the buyer.

(i) Fail to disclose that the home improvement contract, promissory note, or other evidence of indebtedness may be assigned or sold to a financial institution or any other third party.

(j) Advise or induce the buyer to inflate the value of the buyer's property or assets, or to misrepresent or falsify the buyer's true financial position in order to obtain credit.

(k) Increase or falsify the contract price, or induce the buyer by any means to misrepresent or falsify the contract price or value of the home improvement for financing purposes or to obtain additional credit.

(m) Where partial payments are required at various stages in the performance of the contract, and the buyer requests lien waivers under s. ATCP 110.025(2), fail to give or furnish to the buyer lien waivers in writing from all contractors,

subcontractors, and material suppliers for the proportionate value of all labor, services, and products or materials furnished or delivered as of the time partial payment is made.

(n) Fail to provide notice to a buyer as required under s. ATCP 110.025(1), before the buyer enters into a home improvement contract, that the buyer is entitled to receive written lien waivers.

(o) Misrepresent that the seller is the only person who can provide financing for the home improvement contract.

(7) PERFORMANCE.

(a) Deliver materials, begin work, or use any other tactic to pressure the buyer into a home improvement contract, or make any claim or assertion that a binding contract has been agreed upon where no final agreement or understanding exists.

(b) Solicit or accept any payment for home improvement materials or services which the seller does not intend to provide according to the terms of the home improvement contract, or which the seller has reason to believe will not be provided according to the terms of the contract.

(8) INTERFERENCE WITH COMPETITORS.

(a) Make false derogatory statements concerning any competitor, the competitor's equipment, products or materials, workmanship, performance, reputation or responsibility, or attempt to or induce the breach of any existing home improvement contract between a prospective buyer and a competitor, or interfere with or obstruct the performance of any home improvement contract by a competitor.

(b) Misrepresent that the work of a competitor was performed by the seller.

(c) Misrepresent that the seller's products, materials, or workmanship are equal to or better than those of a competitor.

(d) Use or imitate the trade-marks, trade names, labels, or other distinctive marks of a competitor.

(9) SALES REPRESENTATIONS.

(a) Misrepresent or mislead the buyer into believing that a purchase will aid or help some public, charitable, religious, welfare, or veteran's organization, or any other person, group, or organization, or misrepresent the extent of such aid or assistance.

(b) Fail to make any statement of fact, qualification, or explanation if the omission of such statement, qualification, or explanation causes an advertisement, announcement, statement, or representation to be false, deceptive, or misleading.

(c) Misrepresent that the customer's present equipment, material, product, home, or a part thereof, is dangerous or defective, or in need of repair or replacement.

(10) MISAPPROPRIATION OF BUYER'S PREPAYMENTS. Use any home improvement contract payment, received from a buyer prior to the completion of a home improvement, for any purpose other than to provide materials or services for the home improvement.

(11) MISREPRESENTATIONS; GENERAL. Make any false, deceptive, or misleading representation in order to induce any person to enter into a home improvement contract, to obtain or keep any payment under a home improvement contract, or to delay performance under a home improvement contract.

11. No seller shall engage in _____.
a. unfair methods of competition
b. unfair trade practices
c. both a or b
d. none of the above
12. MODEL HOME REPRESENTATIONS. Misrepresent or falsely state to a prospective buyer that the buyer's residential or non-commercial property is to serve as a "_____", or use any other prospective buyer lure to mislead the buyer into believing that a price reduction or other compensation will be received by reason of such representations.
a. model
b. advertising job
c. both a or b
d. none of the above
13. PRODUCTION AND MATERIAL REPRESENTATIONS. Misrepresent directly or by implication that products or materials to be used in the home improvement:
a. Need no periodic repainting, finishing, maintenance, or other service.
b. Are of a specific or well-known brand name, or are produced by a specific manufacturer or exclusively distributed by the seller.
c. Are of a specific size, weight, grade, or quality, or possess any other distinguishing characteristics or features.
d. all of the above
14. PRODUCTION AND MATERIAL REPRESENTATIONS. Misrepresent directly or by implication that products or materials to be used in the home improvement:
a. Perform certain functions or substitute for, or are equal in performance to, other products or materials.
b. Meet or exceed municipal, state, federal, or other applicable standards or requirements.
c. Are approved or recommended by any governmental agency, person, firm, or organization, or that they are the users of such products or materials.
d. all of the above
15. PRODUCTION AND MATERIAL REPRESENTATIONS. Misrepresent directly or by implication that products or materials to be used in the home improvement:
a. Are of sufficient size, capacity, character, or nature to do the job expected or represented.
b. Are or will be custom-built or specially designed for the needs of the buyer.
c. May be serviced or repaired within the buyer's immediate trade area, or be maintained with replacement and repair parts which are readily available.
d. all of the above
16. BAIT SELLING (a) Offer or represent specific products or materials as being for sale, where the purpose or effect of the offer or representation is not to sell as represented but to _____ the buyer into the purchase of other or higher priced substitute products or materials.
a. bait
b. bribe
c. both a or b
d. none of the above
17. BAIT SELLING. (b) Disparage, degrade, or otherwise discourage the purchase of products or materials offered or represented by the seller as being for sale, by statements or representations in conflict with other claims or representations made with respect to such products and materials, to induce the buyer to purchase _____ substitute products or materials.

- a. lower priced
- b. higher priced
- c. both a or b
- d. none of the above

18. BAIT SELLING includes:

- a. Refuse to show, demonstrate, or sell products or materials as advertised, offered, or represented as being for sale.
- b. Fail to have available a quantity of the advertised product sufficient to meet reasonably anticipated demands.
- c. Misrepresent that certain products or materials are unavailable or that there will be a long delay in their manufacture, delivery, service, or installation in order to induce a buyer to purchase other or higher priced substitute products or materials from the seller.
- d. all of the above

19. GIFT OFFERS. Offer or advertise any gift, free item, or bonus without fully disclosing the terms or conditions of the offer, including expiration date of the offer and when the _____ will be given, or fail to comply with the terms of such offer.

- a. gift
- b. free item
- c. bonus
- d. all of the above

20. PRICE AND FINANCING (c) Misrepresent or mislead the prospective buyer into believing that insurance or some other form of protection will be furnished to relieve the buyer from obligations under the contract if the buyer becomes _____.

- a. ill
- b. dies
- c. is unable to make payments
- d. all of the above

21. PRICE AND FINANCING (e) Request the buyer to sign a completion slip or certificate, or make final payment on the contract before the home improvement is _____ in accordance with the terms of the contract.

- a. started
- b. 50% completed
- c. completed
- d. all of the above

22. PRICE AND FINANCING (f) Fail to disclose that the _____ does not include delivery or installation, or that other requirements must be fulfilled by the buyer as a condition to the performance of labor, services, or the furnishing of products or materials at the offered or contract price.

- a. offered price
- b. contract price
- c. both a or b
- d. none of the above

23. PRICE AND FINANCING (j) Advise or induce the buyer to _____ the value of the buyer's property or assets, or to misrepresent or falsify the buyer's true financial position in order to obtain credit.

- a. decrease
- b. inflate
- c. deflate
- d. none of the above

24. PRICE AND FINANCING (k) Increase or falsify the contract price, or induce the buyer by any means to misrepresent or falsify the contract price or value of the home improvement for _____.

- a. financing purposes
- b. to obtain less credit
- c. both a or b
- d. none of the above

25. PRICE AND FINANCING (m) Where partial payments are required at various stages in the performance of the contract, and the buyer requests lien waivers under s. ATCP 110.025(2), fail to give or furnish to the buyer lien waivers in writing from all contractors, subcontractors, and material suppliers for the proportionate value of all labor, services, and products or materials _____ as of the time partial payment is made.

- a. furnished or delivered
- b. ordered
- c. back ordered
- d. all of the above

26. PRICE AND FINANCING (n) Fail to provide notice to a buyer as required under s. ATCP 110.025(1), _____ the buyer enters into a home improvement contract, that the buyer is entitled to receive written lien waivers.

- a. before
- b. while
- c. after
- d. all of the above

27. (a) _____ to pressure the buyer into a home improvement contract, or make any claim or assertion that a binding contract has been agreed upon where no final agreement or understanding exists.

- a. Deliver materials
- b. begin work
- c. use any other tactic
- d. all of the above

28. PERFORMANCE (b) _____ any payment for home improvement materials or services which the seller does not intend to provide according to the terms of the home improvement contract, or which the seller has reason to believe will not be provided according to the terms of the contract.

- a. Suppress
- b. Accept
- c. Solicit
- d. both b or c

29. INTERFERENCE WITH COMPETITORS (a) Make false derogatory statements concerning any competitor, the competitor's equipment, products or materials, workmanship, performance, reputation or responsibility, or attempt to or induce the _____ of any existing home improvement contract between a prospective buyer and a competitor, or interfere with or obstruct the performance of any home improvement contract by a competitor.

- a. increased value
- b. misfortune
- c. breach
- d. all of the above

30. SALES REPRESENTATIONS (b) Fail to make any statement of fact, qualification, or explanation if the omission of such statement, qualification, or explanation causes an advertisement, announcement, statement, or representation to be_____.

- a. false
- b. deceptive
- c. misleading
- d. all of the above

31. SALES REPRESENTATIONS (c) Misrepresent that the customer's present equipment, material, product, home, or a part thereof, is _____.

- a. dangerous
- b. defective
- c. in need of repair or replacement
- d. all of the above

32. MISAPPROPRIATION OF BUYER'S PREPAYMENTS. Use any home improvement contract payment, received from a buyer prior to the completion of a home improvement, for any purpose other than to provide _____ for the home improvement.

- a. materials
- b. services
- c. promotions
- d. both a or b

33. MISREPRESENTATIONS; GENERAL. Make any _____ representation in order to induce any person to enter into a home improvement contract, to obtain or keep any payment under a home improvement contract, or to delay performance under a home improvement contract.

- a. false
- b. deceptive
- c. misleading
- d. all of the above

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATPC 110.023
- Substituting products or materials; altering the written contract

(1) No seller may substitute products or materials for those specified in the home improvement contract, or for those which the seller represented would be used in the home improvement, without the prior consent of the buyer. Except as provided in sub. (2), if a written home improvement contract is required under s. ATPC 110.05(1) or the buyer signs a written contract, the buyer's consent under this paragraph shall also be in writing.

Note: According to s. 137.15(3), Stats., "If a law requires a record to be in writing, an electronic record satisfies that requirement in that law."

(2) VERBAL AUTHORIZATION. The seller may act on alterations to the contract that are verbally authorized by the buyer, if all the following conditions are met:

- (a) The alteration does not represent any additional cost to the buyer.
- (b) The alteration does not represent a decrease in the value of the materials used or the services provided.
- (c) The seller maintains documentation of the following:
 - 1. The manner in which the buyer communicated the authorization for the alteration. In this subdivision, "manner" means face-to-face discussion, phone call, or some other method of communicating.
 - 2. The name of the buyer who authorized the alteration.

3. The date and time that the buyer authorized the alteration.
4. A description of the alteration.
- (d) The seller must report any alterations documented pursuant to par. (c) to the buyer before final payment is accepted.

34. No seller may substitute _____ for those specified in the home improvement contract, or for those which the seller represented would be used in the home improvement, without the prior consent of the buyer.

- a. products
- b. materials
- c. both a or b
- d. none of the above

35. (2) VERBAL AUTHORIZATION. The seller may act on alterations to the contract that are verbally authorized by the buyer, if all the following conditions are met:

- a. The alteration does not represent any additional cost to the buyer.
- b. The alteration does not represent a decrease in the value of the materials used or the services provided.
- c. The seller must report any alterations documented pursuant to par. (c) to the buyer before final payment is accepted.
- d. all of the above

36. The seller may act on alterations to the contract that are verbally authorized by the buyer, if the seller maintains documentation of the manner in which the buyer communicated the authorization for the alteration. In this subdivision, "manner" means _____.

- a. face-to-face discussion
- b. phone call
- c. some other method of communicating.
- d. any of the above

37. According to s. 137.15(3), Stats., "If a law requires a record to be in writing, an _____ record satisfies that requirement in that law."

- a. automatic
- b. electronic
- c. noted
- d. none of the above

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATCP 110.025
- Lien waivers

(1) A seller shall provide notice to buyer that buyer may request written lien waivers from all contractors, subcontractors, and material suppliers at, or prior to, the time any payment is made on the home improvement contract. Notice shall be provided before the buyer and seller enter into a home improvement contract. The notice shall meet the following requirements:

(a) The notice shall be in writing and consist of the following, verbatim statement:

Notice of Consumer's Right to Receive Lien Waivers

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their

property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors.

For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

(b) The notice shall be provided as a separate document, written in a clear and conspicuous font, in a format that the buyer can retain.

(c) The seller shall retain evidence of the buyer's acknowledgement of receipt of the notice.

(2) Upon request from the buyer, the seller shall provide the buyer with lien waivers in writing from all contractors, subcontractors, and material suppliers for the proportionate value of all labor, services, and products or materials furnished or delivered as of the time payment is made. Unless the buyer specifies that the lien waiver request applies only to the final payment, the seller shall provide lien waivers at the time any partial payments are made.

38. Notice shall be provided before the buyer and seller enter into a home improvement contract. The notice shall meet the following requirements:

a. The notice shall be in writing and consist of the following, verbatim statement:

Notice of Consumer's Right to Receive Lien Waivers

b. The notice shall be provided as a separate document, written in a clear and conspicuous font, in a format that the buyer can retain.

c. The seller shall retain evidence of the buyer's acknowledgement of receipt of the notice.

d. all of the above

39. A seller shall provide notice to buyer that buyer may request written lien waivers. Notice shall be provided _____ the buyer and seller enter into a home improvement contract.

a. after

b. while

c. before

d. all of the above

40. Upon request from the buyer, the seller shall provide the buyer with lien waivers in writing from _____ for the proportionate value of all labor, services, and products or materials furnished or delivered as of the time payment is made.

a. contractors

b. subcontractors

c. material suppliers

d. all of the above

41. Unless the _____ specifies that the lien waiver request applies only to the final payment, the seller shall provide lien waivers at the time any partial payments are made.

a. seller

b. buyer

c. both a or b

d. none of the above

(1) A seller must give the buyer timely notice of any impending delay in the home improvement contract performance if performance will be delayed beyond a deadline specified in the home improvement contract. The notice shall specify any reasons for the delay and shall specify new proposed deadlines by which the seller will begin and complete the work. If a written home improvement contract is required under s. ATCP 110.05(1) or the buyer signs a written contract, no change in performance deadlines is effective unless the buyer agrees in writing to the change.

Note: According to s. 137.15(3), Stats., "If a law requires a record to be in writing, an electronic record satisfies that requirement in that law."

(2) Notwithstanding sub. (1), a seller shall not be responsible for delays in contract performance if the seller can demonstrate any of the following:

- (a) The delay was caused by actions or inactions of the buyer.
- (b) The delay was caused by a destructive act of nature such as tornado, flood, or fire.
- (c) The delay was caused by disruptive civil disorder such as a strike, hostile action, or war.

42. A seller must give the buyer timely notice of any impending delay in the home improvement contract performance if performance will be delayed beyond a deadline specified in the home improvement contract. The notice shall specify _____.

- a. any reasons for the delay
- b. new proposed deadlines by which the seller will begin and complete the work
- c. both a & b
- d. both a or b

43. If a written home improvement contract is required under s. ATCP 110.05(1) or the buyer signs a written contract, no change in performance deadlines is effective unless the _____ agrees in writing to the change.

- a. seller
- b. buyer
- c. both a or b
- d. both a & b

44. According to s. _____, Stats., "If a law requires a record to be in writing, an electronic record satisfies that requirement in that law."

- a. 137.15(2)
- b. 137.15(3)
- c. 137.15(4)
- d. 137.15(5)

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATCP 110.03 -
Building permits

(1) Before a buyer enters into a home improvement contract, the seller shall inform the buyer of all building or construction permits that are required for the home improvement. Except as provided in sub. (4), no seller may start work under a

home improvement contract until all required state and local permits have been issued.

(2) Where midpoint or final inspections are required under state laws or local ordinances, copies of inspection certificates shall be furnished to the buyer when construction is completed and before final payment is due or the signing of a completion slip is requested of the buyer.

(3) Pursuant to sub. (2), if the state or local inspector who completed the inspection does not issue an inspection document, the seller may provide a summary of the inspection to the buyer. The summary shall include the inspector's name, the date of the inspection, and inspection number or some other way to identify the inspection in the state or local building inspection database.

(4) Notwithstanding sub. (1), if the home improvement contract includes subprojects, no seller may start work on any subproject of a home improvement contract that requires state or local permits until all permits required for that subproject have been issued.

45. If the home improvement contract includes subprojects, no _____ may start work on any subproject of a home improvement contract that requires state or local permits until all permits required for that subproject have been issued.

- a. seller
- b. buyer
- c. both a or b
- d. both a & b

46. If the state or local inspector who completed the inspection does not issue an inspection document, the _____ may provide a summary of the inspection to the buyer.

- a. seller
- b. buyer
- c. both a or b
- d. both a & b

47. Where _____ are required under state laws or local ordinances, copies of inspection certificates shall be furnished to the buyer when construction is completed and before final payment is due or the signing of a completion slip is requested of the buyer.

- a. midpoint
- b. final inspections
- c. both a & b
- d. none of the above

48. No seller may start work under a home improvement contract until all required _____ permits have been issued.

- a. state
- b. local
- c. both a & b
- d. none of the above

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATCP 110.04 –
Warranties

(1) A seller shall give a buyer a copy of every written warranty made with respect to labor, services, products, or materials furnished in connection with a home improvement. If a seller makes any oral warranty, the seller shall document that

warranty in writing and give a copy to the buyer. The seller shall provide all warranty documents to the buyer at the time the buyer enters into a home improvement contract, except that a manufacturer's product warranty may be provided at any of the following times:

- (a) At the time the buyer enters into a home improvement contract.
 - (b) At the time the product is installed.
 - (c) At the conclusion of the project, if specified in the contract.
- (2) If a seller warrants any labor, service, product, or material furnished in connection with a home improvement, the warranty shall be clear and specific and shall clearly specify all of the following:
- (a) Any warranty conditions or exclusions.
 - (b) Any limitations on the scope or duration of the warranty.
 - (c) The time period within which the seller will perform the seller's warranty obligations after the buyer makes a valid warranty claim.
- (3) No seller may give any warranty which the seller does not intend to honor in full, or which the seller has reason to believe it will not be honored in full.

49. Manufacturer's product warranty may be provided at any of the following times:

- a. At the time the buyer enters into a home improvement contract.
- b. At the time the product is installed.
- c. At the conclusion of the project, if specified in the contract.
- d. all of the above

50. A seller shall give a buyer a copy of every written warranty made with respect to _____ furnished in connection with a home improvement.

- a. labor & services
- b. products
- c. materials
- d. all of the above

51. If a seller warrants any labor, service, product, or material furnished in connection with a home improvement, the warranty shall be clear and specific and shall clearly specify all of the following:

- a. Any warranty conditions or exclusions.
- b. Any limitations on the scope or duration of the warranty.
- c. The time period within which the seller will perform the seller's warranty
- d. all of the above

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATCP 110.05 -
Home improvement contract requirements

(1) The following home improvement contracts and all changes in the terms and conditions thereof, shall be in writing:

- (a) Contracts requiring any payment of money or other consideration by the buyer prior to completion of the seller's obligation under the contract.
- (b) Contracts which are initiated by the seller through face-to-face solicitation away from the regular place of business of the seller, mail or telephone solicitation away from the regular place of business of the seller, mail or telephone solicitation, or handbills or circulars delivered or left at places of residence.

- (2) If sub. (1) requires a written home improvement contract or the buyer signs a written contract, the written contract shall be signed by all parties and shall clearly, accurately and legibly set forth all material terms and conditions of the contract, including:
- (a) The name and address of the seller, including the name and address of the sales representative or agent who solicited or negotiated the contract for the seller.
 - (b) A description of the work to be done and the principal products and materials to be used or installed in performance of the contract. The description shall include, where applicable, the name, make, size, capacity, model, and model year of principal products or fixtures to be installed, and the type, grade, quality, size, or quantity of principal building or construction materials to be used. Where specific representations are made that certain types of products or materials will be used, or the buyer has specified that certain types of products or materials are to be used, a description of such products or materials shall be clearly set forth in the contract.
 - (c) The total price or other consideration to be paid by the buyer, including all finance charges. If the contract is one for time and materials the hourly rate for labor and all other terms and conditions of the contract affecting price shall be clearly stated.
 - (d) The dates or time period on or within which the work is to begin and be completed by the seller.
 - (e) A description of any mortgage or security interest to be taken in connection with the financing or sale of the home improvement.
 - (f) A statement of any guarantee or warranty with respect to any products, materials, labor, or services made by the seller or which are required to be furnished to the buyer under s. ATCP 110.04(1).
 - (g) A description or identification of any other document which is to be incorporated in or form part of the contract.
- (3) Before the seller begins work or receives any payment under a written home improvement contract, the seller shall provide the buyer with a copy of the contract.
- (4) Where a representation is made that insurance or some other form of protection will be provided, the contract shall clearly state the terms, conditions, and limitations thereof, as well as the name and address of the insurer or the person who is furnishing such protection, if different from the seller. A copy of the insuring or protection agreement, declarations page, or some other document that shows evidence of insurance or other protection shall be furnished to the buyer before final payment is due under the contract.
- (5) If a person other than the seller is to act as the general contractor or assume responsibility for performance of the contract, the name and address of such person shall be disclosed in the oral or written contract, except as otherwise agreed, and the contract shall not be sold or assigned without the written consent of the buyer.
- (6) Before a buyer enters into a written home improvement contract prepared or offered by the seller, the seller shall determine if the buyer is able to read and understand the contract. If the buyer is blind or unable to read the contract, the written contract shall be read and explained to the buyer by a third party designated by the buyer and having no connection with the seller. If a language other than English is primarily used in contract negotiations, the written contract shall be both in English and in the language used to negotiate the contract.
- (7) Liquidated damages for breach of contract by the buyer if made a part of the contract shall not exceed 10% of the contract price.
- (8) If the buyer is required to sign a note, the amount and terms of the note shall correspond exactly with those stated in the oral or written contract.

52. If sub. (1) requires a written home improvement contract or the buyer signs a written contract, the written contract shall be signed by all parties and shall clearly, accurately and legibly set forth all material terms and conditions of the contract, including: (a) The name and

address of the seller, including the name and address of the _____ who solicited or negotiated the contract for the seller.

- a. sales representative
- b. agent
- c. mediator
- d. both a or b

53. If sub. (1) requires a written home improvement contract or the buyer signs a written contract, the written contract shall be signed by all parties and shall clearly, accurately and legibly set forth all material terms and conditions of the contract, including: (c) The total price or other consideration to be paid by the buyer, including all finance charges. If the contract is one for time and materials the _____ for labor and all other terms and conditions of the contract affecting price shall be clearly stated.

- a. material rate
- b. hourly rate
- c. negligible rate
- d. all of the above

54. If sub. (1) requires a written home improvement contract or the buyer signs a written contract, the written contract shall be signed by all parties and shall clearly, accurately and legibly set forth all material terms and conditions of the contract, including: (e) A description of any _____ interest to be taken in connection with the financing or sale of the home improvement.

- a. mortgage
- b. security
- c. investment
- d. both a or b

55. If sub. (1) requires a written home improvement contract or the buyer signs a written contract, the written contract shall be signed by all parties and shall clearly, accurately and legibly set forth all material terms and conditions of the contract, including: (f) A statement of any guarantee or warranty with respect to any _____ made by the seller or which are required to be furnished to the buyer under s. ATCP 110.04(1).

- a. products
- b. materials & labor
- c. services
- d. all of the above

56. (3) Before the seller _____ under a written home improvement contract, the seller shall provide the buyer with a copy of the contract.

- a. begins work
- b. receives any payment
- c. orders the material
- d. both a or b

57. (4) Where a representation is made that insurance or some other form of protection will be provided, the contract shall clearly state the _____ thereof, as well as the name and address of the insurer or the person who is furnishing such protection, if different from the seller.

- a. terms
- b. conditions
- c. limitations
- d. all of the above

58. (5) If a person other than the seller is to act as the general contractor or assume responsibility for performance of the contract, the name and address of such person shall be

disclosed in the oral or written contract, except as otherwise agreed, and the contract shall not be _____ without the written consent of the buyer.

- a. sold
- b. bought
- c. assigned
- d. both a or c

59. (6) Before a buyer enters into a written home improvement contract prepared or offered by the seller, the seller shall determine if the buyer is able to read and understand the contract. If the buyer is blind or unable to read the contract, the written contract shall be read and explained to the buyer by a _____ and having no connection with the seller.

- a. neighbor
- b. relative
- c. third party designated by the buyer
- d. all of the above

60. (6) Before a buyer enters into a written home improvement contract prepared or offered by the seller, the seller shall determine if the buyer is able to read and understand the contract language. If a language other than English is primarily used in contract negotiations, the written contract shall be _____.

- a. in English
- b. in the language used to negotiate the contract
- c. both a & b
- d. none of the above

61. (7) Liquidated damages for breach of contract by the buyer if made a part of the contract shall not exceed _____% of the contract price.

- a. 5
- b. 10
- c. 15
- d. 25

62. (8) If the buyer is required to sign a note, the amount and terms of the note shall correspond exactly with those stated in the _____ contract.

- a. oral
- b. written
- c. both a or b
- d. none of the above

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATCP 110.06 -
Preservation of buyer's claims and defenses

(1) Every assignee of a home improvement contract takes subject to all claims and defenses of the buyer or successors in interest.

Note: Under this section, where the seller assigns the debt to a finance company before completing the contract and then fails to complete the contract, the finance company is subject to the same claims and defenses the buyer has against the contractor.

(2) No seller shall enter into any home improvement contract wherein the buyer waives the right to assert against the seller or any assignee any claim or defense the buyer may have against the seller under the contract.

(3) No seller shall use any promissory note or instrument, other than a check, in connection to a home improvement contract unless it bears the following statement

in contrasting bold-face type: "This is a home improvement instrument and is non-negotiable. Every holder takes subject to claims and defenses of the maker or obligor."

(4) Every holder or transferee of a negotiable instrument executed in violation of this section, who knew or should have known at the time the document was acquired that it was made to evidence an obligation for home improvements, or who knew or should have known that the payee or transferor was engaged in the home improvement business, takes subject to all claims and defenses of the maker or obligor.

(5) Claims and defenses of any buyer against an assignee or transferee under the contract shall be limited to the total amount for which the buyer was obligated at the time of entering into the contract.

63. Every assignee of a home improvement contract takes subject to all claims and defenses of the buyer or successors in interest.

Note: Under this section, where the seller assigns the debt to a finance company before completing the contract and then fails to complete the contract, the finance company is subject to _____ claims and defenses the buyer has against the contractor.

- a. minimal
- b. maximum
- c. the same
- d. basic

64. No seller shall enter into any home improvement contract wherein the buyer waives the right to assert against the seller or any assignee any _____ the buyer may have against the seller under the contract.

- a. claim
- b. defense
- c. offense
- d. both a or b

65. No seller shall use any _____, other than a check, in connection to a home improvement contract unless it bears the following statement in contrasting bold-face type: "This is a home improvement instrument and is non-negotiable. Every holder takes subject to claims and defenses of the maker or obligor."

- a. promissory note
- b. instrument
- c. both a or b
- d. none of the above

66. Claims and defenses of any buyer against an assignee or transferee under the contract shall be limited to the _____ amount for which the buyer was obligated at the time of entering into the contract.

- a. partial
- b. limited
- c. total
- d. fractional

(1) CONDITIONS WARRANTING EXERCISE OF BUYER'S REMEDIES. If, under a home improvement contract, a buyer pays a seller for any home improvement materials or services before the seller provides those materials or services to the buyer, the buyer may proceed under sub. (2) if any of the following occurs:

(a) The seller fails to provide the materials or services by a deadline specified in the home improvement contract.

(b) The seller fails to give buyer notice of an impending delay as required under s. ATCP 110.02(7) (c), or fails to obtain the buyer's agreement to a new performance deadline.

Note: Section ATCP 110.02(7) (c) specified that it was a prohibited unfair trade practice for a seller to fail to give the buyer timely notice of any impending delay in contract performance, if performance will be delayed beyond the deadline specified in the contract. Effective May 1, 2014, s. ATCP 110.02(7) (c) is repealed and s. ATCP 110.027(1) is created. Section ATCP 110.027(1) requires sellers to give buyers timely notice of any impending delay in the home improvement contract performance if performance will be delayed beyond a specified deadline.

(c) The buyer believes that the seller has failed to provide the materials or services in a timely manner, and the home improvement contract specifies no deadline for the seller to provide the materials or services.

(2) BUYER'S REMEDIES. If the conditions under sub. (1) are met, the buyer may do all of the following:

(a) Cancel the contract.

(b) Demand return of all payments which the seller has not yet expended on the home improvement.

(c) If the seller has used any of the buyer's payments to purchase materials for the home improvement, demand delivery to the home improvement site of those materials which have not yet been used for the home improvement or delivered to the site.

(d) Demand a written accounting for all payments that the buyer made to the seller. The written accounting shall detail how all payments were used by the seller.

(3) BUYER'S EXERCISE OF REMEDIES; PROCEDURE. In order to exercise any remedy under sub. (2), the buyer shall deliver written notice to the seller, or to the seller's officer, director, or agent. Notice shall be delivered in person, by certified mail to the seller's last known address, or by regular mail with evidence of mailing to the seller's last known address. If notice is mailed to the seller, the date on which the post office receives the notice for delivery is considered the date of service for purposes of sub. (4). Compliance with this subsection is not a prerequisite to the buyer's exercise of other remedies other than those specified under sub. (2).

(4) COMPLIANCE BY SELLER.

(a) If the buyer demands the return of payments to which the buyer is entitled under sub. (2) (b), the seller shall return those payments to the buyer within 15 calendar days after the buyer's demand is served on the seller under sub. (3).

(b) If the buyer demands delivery of materials to which the buyer is entitled under sub. (2) (c), the seller shall deliver those materials to the home improvement site within 15 calendar days after the buyer's demand is served on the seller under sub.

(3), or within 5 calendar days after the seller receives the materials from the seller's supplier, whichever occurs later.

(c) If the buyer demands an accounting to which the buyer is entitled under sub. (2) (d), the seller shall provide the buyer with the written accounting within 30 calendar days after the buyer's demand is served on the seller under sub. (3).

(5) REMEDIES NOT EXCLUSIVE. A buyer's remedies under this section are in addition to any other legal remedies available to the buyer. They are not a prerequisite to the exercise of any other remedies, nor do they limit any other remedies.

67. CONDITIONS WARRANTING EXERCISE OF BUYER'S REMEDIES. If, under a home improvement contract, a buyer pays a seller for any home improvement materials or services before the seller provides those materials or services to the buyer, the buyer may proceed under sub. (2) if the following occurs: (a) The seller fails to provide the materials or services by a _____ specified in the home improvement contract.

- a. target
- b. time limit
- c. deadline
- d. none of the above

68. BUYER'S REMEDIES. If the conditions under sub. (1) are met, the buyer may do the following:

- a. Cancel the contract.
- b. Demand return of all payments which the seller has not yet expended on the home improvement.
- c. Demand a written accounting for all payments that the buyer made to the seller. The written accounting shall detail how all payments were used by the seller.
- d. all of the above

69. BUYER'S REMEDIES. If the conditions under sub. (1) are met, the buyer may do the following: (c) If the seller has used any of the buyer's payments to purchase materials for the home improvement, demand delivery to the _____ of those materials which have not yet been used for the home improvement or delivered to the site.

- a. supply house
- b. distributors warehouse
- c. home improvement site
- d. all of the above

70. BUYER'S EXERCISE OF REMEDIES; PROCEDURE. In order to exercise any remedy under sub. (2), the buyer shall deliver written notice to the _____.

- a. seller
- b. to the seller's officer
- c. to the seller's director or agent
- d. all of the above

71. BUYER'S EXERCISE OF REMEDIES; PROCEDURE. Written notice shall be delivered _____.

- a. in person
- b. by certified mail to the seller's last known address
- c. by regular mail with evidence of mailing to the seller's last known address
- d. all of the above

72. COMPLIANCE BY SELLER. (a) If the buyer demands the return of payments to which the buyer is entitled under sub. (2) (b), the seller shall return those payments to the buyer within _____ calendar days after the buyer's demand is served on the seller under sub. (3).

- a. 5
- b. 14
- c. 15
- d. 30

73. COMPLIANCE BY SELLER. (b) If the buyer demands delivery of materials to which the buyer is entitled under sub. (2) (c), the seller shall deliver those materials to the home improvement site within ____ calendar days after the buyer's demand is served on the seller under sub.

- a. 5
- b. 14
- c. 15
- d. 30

74. COMPLIANCE BY SELLER. (b) If the buyer demands delivery of materials to which the buyer is entitled under sub. (2) (c), the seller shall deliver those materials to the home improvement site within _____ calendar days after the seller receives the materials from the seller's supplier.

- a. 5
- b. 14
- c. 15
- d. 30

75. COMPLIANCE BY SELLER. (c) If the buyer demands an accounting to which the buyer is entitled under sub. (2) (d), the seller shall provide the buyer with the written accounting within _____ calendar days after the buyer's demand is served on the seller under sub. (3).

- a. 5
- b. 14
- c. 15
- d. 30

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATCP 110.08 -
Contract compliance

A home improvement contract which constitutes a "consumer approval transaction" as defined in s. 423.201, Stats., shall comply with ch. 423, Stats.

423.201 Definition. In this subchapter:

(1) "Consumer approval transaction" means a consumer transaction other than a sale or lease or listing for sale of real property or a sale of goods at auction that:

(a) Is initiated by face-to-face solicitation away from a regular place of business of the merchant or by mail or telephone solicitation directed to the particular customer; and

(b) Is consummated or in which the customer's offer to contract or other writing evidencing the transaction is received by the merchant away from a regular place of business of the merchant and involves the extension of credit or is a cash transaction in which the amount the customer pays exceeds \$25.

(2) "Consumer approval transaction" does not include a catalog sale that is not accompanied by any other solicitation or a consumer loan conducted and consummated entirely by mail.

76. "Consumer approval transaction" means a consumer transaction other than a sale or lease or listing for sale of real property or a sale of goods at auction that_____.
- Is initiated by face-to-face solicitation away from a regular place of business of the merchant
 - by mail
 - telephone solicitation directed to the particular customer
 - all of the above
77. "Consumer approval transaction" means a consumer transaction other than a sale or lease or listing for sale of real property or a sale of goods at auction that Is consummated or in which the customer's offer to contract or other writing evidencing the transaction is received by the merchant away from a regular place of business of the merchant and involves the extension of credit or is a cash transaction in which the amount the customer pays exceeds \$_____.
- 25
 - 50
 - 250
 - 500
78. "Consumer approval transaction" _____ include a catalog sale that is not accompanied by any other solicitation or a consumer loan conducted and consummated entirely by mail.
- does
 - does not
 - might
 - should
-

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection § ATCP 110.09 -
Basement waterproofing practices

(1) DECLARATION OF POLICY. Basement water problems and particularly those arising from poor drainage or high water tables are often difficult to correct without a thorough analysis of causative factors and the performance of extensive and costly waterproofing services. The effectiveness of such services, unlike many other services, cannot readily be determined until heavy rains or other conditions responsible for basement water problems occur. In the performance of basement waterproofing services certain methods or processes have been used at substantial cost to the consumer which are ineffective, inadequate, or unsuitable for the correction of basement water problems. Guarantees, if given, may often be vague, ambiguous, or unenforceable against the seller, or otherwise made without reasonable expectancy of performance on the part of the seller to the detriment of the buyer. These and other abuses in the sale of basement waterproofing services are contrary to the public interest and are unfair trade practices and unfair methods of competition prohibited under s. 100.20, Stats.

(2) DEFINITIONS.

- "Advertising" means any oral, written, printed, or graphic statement or representation made in connection with the solicitation or sale of basement waterproofing services.
- "Basement waterproofing" means the use or application of materials or processes for the prevention or control of water leakage or flow through the basement walls or flooring into the interior portion of a basement.
- "Engineer's analysis" means a written report from a professional engineer registered in the state of Wisconsin containing an analysis of soil conditions, water tables or pressure, and other factors or conditions affecting the existence and correction of basement water problems, and an opinion as to the probability that the process and the particular substances or materials which

are to be used in the performance of basement waterproofing services will or will not cure the basement water problem or have a significant waterproofing effect.

(d) "Pressure pumping" means a basement waterproofing process by which a substance is injected into the ground adjacent to the basement walls or beneath the basement foundation or floor by pipes or other conduits for the purpose of protecting or sealing the basement walls, foundation, or floors against water penetration.

(e) "Seller's analysis" is a written statement by the seller of the causes and conditions responsible for the buyer's basement water problem and the specific processes and materials to be used in correcting the problem.

(f) "Guarantee" means any promise, made by or on behalf of the seller in connection with the sale of basement waterproofing services, which provides that the seller's services, materials, or workmanship are defect free or will meet a specified level of performance over a specified period of time, or which provides that the seller will correct, repair, service, replace, make refunds for, or otherwise remedy any systems, problems, defects, or malfunctions that relate to or arise out of basement waterproofing services. The term includes service contracts or agreements made by or on behalf of the seller in connection with a basement waterproofing contract under which the seller provides or agrees to perform, over a fixed or extended period of time, basement waterproofing inspection, maintenance, or repair services, whether or not a separate or additional charge is made for such services.

(3) PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition:

(a) Make or offer to make any guarantee with respect to basement waterproofing services unless the guarantee meets the requirements of sub. (4), and is furnished to the buyer in writing with a seller's analysis prior to final execution of any contract.

(b) Make any guarantee the seller knows or reasonably ought to know cannot be performed or which exceeds the period of time the seller or other persons obligated under the guarantee may be able to honor or perform under the guarantee.

(c) Submit a seller's analysis to the buyer which the seller knows or reasonably ought to know is founded on incorrect facts or conclusions.

(d) Enter into a basement waterproofing contract which provides, in whole or in part, for the performance of services which the seller knows or reasonably ought to know are unnecessary or will not materially serve to correct the buyer's basement water problem, unless such unnecessary or noncorrective services are separately and distinctly identified and enumerated in the seller's analysis, or an amendment thereto, provided to the buyer prior to execution of a basement waterproofing contract.

(e) Advertise basement waterproofing services in a manner which explicitly states or otherwise suggests or implies that such services will be guaranteed, unless they are in fact guaranteed and a copy of the guarantee is furnished to the buyer in connection with any basement waterproofing contract.

(f) Advertise that basement waterproofing services of the seller are or will be effective unless the seller is experienced in and uses basement waterproofing methods generally recognized as being effective for the prevention or control of basement water problems in the basement waterproofing industry.

(g) Sell basement waterproofing services using the pressure pumping method unless the need or effectiveness of such method is established in a seller's analysis verified by an engineer's analysis furnished to the buyer prior to the sale, and the work is guaranteed as provided under sub. (4).

(h) Advertise basement waterproofing services using the pressure pumping process without disclosing in the advertisement that an engineer's analysis recommending this process is

required as a condition to the use thereof, and must be furnished to the buyer before a contract is signed.

(i) Enter into any contract for basement waterproofing services which does not contain all agreements, promises, or representations made with respect to such services, and which is not in writing and signed by the buyer and seller.

(j) Fail to provide, in all instances where the seller's basement waterproofing services are not guaranteed, the following disclaimer, which shall be set forth on the face of the contract, separate and apart from all other contract provisions, and in bold face type: "THE BASEMENT WATERPROOFING SERVICES PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED."

(4) GUARANTEES.

(a) All guarantees shall be furnished to the buyer in writing prior to the final execution of any contract and include the name and address of the seller or person responsible for performance under the guarantee. Guarantees shall be considered part of the basement waterproofing contract and any breach in the terms or conditions thereof shall entitle the buyer to a full refund of money paid under the contract, less the value of benefits actually derived from the performed services. The burden of establishing any benefit to the buyer shall be on the seller.

(b) All guarantees shall be set forth in clear and explicit terms and shall fully guarantee that the work or services to be performed will effectively prevent or control the basement water problem they were designed or intended to prevent or control for the period of time specified in the guarantee. Basement dampness may be excluded from the guarantee if agreed to by the buyer in writing and the guarantee or contract contains the following statement in bold face type: "THE GUARANTEE PROVIDED HEREIN DOES NOT COVER DAMPNESS ON THE BASEMENT WALLS-IT DOES COVER ANY WATER LEAKAGE OR FLOW."

(c) All guarantees shall contain a provision that any remedial work or services to be performed under the guarantee shall begin within 45 days and be completed within 6 months after notice by the buyer to the seller of any failure of the waterproofing services under the contract. Notice of any claim by the buyer under the guarantee shall be deemed actual notice if mailed by certified mail to the seller's address as set forth in the guarantee.

(5) SELLER'S ANALYSIS. Sellers of basement waterproofing services shall prepare and furnish to the buyer a signed copy of the seller's analysis prior to the final execution of any basement waterproofing contract.

79. The term includes service contracts or agreements made by or on behalf of the seller in connection with a basement waterproofing contract under which the seller provides or agrees to perform, over a fixed or extended period of time, basement waterproofing inspection, maintenance, or repair services, whether or not a separate or additional charge is made for such services defines:

- a. Guarantee
- b. Seller's analysis
- c. Pressure pumping
- d. Engineer's analysis

80. _____ means any promise, made by or on behalf of the seller in connection with the sale of basement waterproofing services, which provides that the seller's services, materials, or workmanship are defect free or will meet a specified level of performance over a specified period of time, or which provides that the seller will correct, repair, service, replace, make refunds for, or otherwise remedy any systems, problems, defects, or malfunctions that relate to or arise out of basement waterproofing services.

- a. Guarantee

- b. Seller's analysis
- c. Pressure pumping
- d. Engineer's analysis

81. _____ is a written statement by the seller of the causes and conditions responsible for the buyer's basement water problem and the specific processes and materials to be used in correcting the problem.

- a. Guarantee
- b. Seller's analysis
- c. Pressure pumping
- d. Engineer's analysis

82. _____ means a basement waterproofing process by which a substance is injected into the ground adjacent to the basement walls or beneath the basement foundation or floor by pipes or other conduits for the purpose of protecting or sealing the basement walls, foundation, or floors against water penetration.

- a. Guarantee
- b. Seller's analysis
- c. Pressure pumping
- d. Engineer's analysis

83. _____ means a written report from a professional engineer registered in the state of Wisconsin containing an analysis of soil conditions, water tables or pressure, and other factors or conditions affecting the existence and correction of basement water problems, and an opinion as to the probability that the process and the particular substances or materials which are to be used in the performance of basement waterproofing services will or will not cure the basement water problem or have a significant waterproofing effect.

- a. Guarantee
- b. Seller's analysis
- c. Pressure pumping
- d. Engineer's analysis

84. _____ means the use or application of materials or processes for the prevention or control of water leakage or flow through the basement walls or flooring into the interior portion of a basement.

- a. Basement waterproofing
- b. Basement floodproofing
- c. Pressure pumping
- d. Advertising

85. _____ means any oral, written, printed, or graphic statement or representation made in connection with the solicitation or sale of basement waterproofing services.

- a. Basement waterproofing
- b. Basement floodproofing
- c. Pressure pumping
- d. Advertising

86. PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition:

- a. Make or offer to make any guarantee with respect to basement waterproofing services unless the guarantee meets the requirements of sub. (4), and is furnished to the buyer in writing with a seller's analysis prior to final execution of any contract.
- b. Make any guarantee the seller knows or reasonably ought to know cannot be performed or which exceeds the period of time the seller or other persons obligated under the guarantee may be able to honor or perform under the guarantee.

- c. Submit a seller's analysis to the buyer which the seller knows or reasonably ought to know is founded on incorrect facts or conclusions.
- d. all of the above

87. DECLARATION OF POLICY. Basement water problems and particularly those arising from _____ are often difficult to correct without a thorough analysis of causative factors and the performance of extensive and costly waterproofing services.

- a. poor drainage
- b. high water tables
- c. both a or b
- d. none of the above

88. GUARANTEES. (a) Guarantees shall be considered part of the basement waterproofing contract and any breach in the terms or conditions thereof shall entitle the buyer to a _____ refund of money paid under the contract, less the value of benefits actually derived from the performed services.

- a. partial
- b. limited
- c. full
- d. fractional

89. SELLER'S ANALYSIS. Sellers of basement waterproofing services shall prepare and furnish to the buyer a signed copy of the seller's analysis _____ the final execution of any basement waterproofing contract.

- a. during
- b. immediately after
- c. prior to
- d. none of the above

90. GUARANTEES. (a) All guarantees shall be furnished to the buyer in writing prior to the final execution of any contract and include the name and address of the _____ under the guarantee.

- a. seller
- b. person responsible for performance
- c. both a or b
- d. none of the above

91. GUARANTEES. (b) Basement dampness may be excluded from the guarantee if agreed to by the buyer in writing and the _____ contains the following statement in bold face type: "THE GUARANTEE PROVIDED HEREIN DOES NOT COVER DAMPNESS ON THE BASEMENT WALLS-IT DOES COVER ANY WATER LEAKAGE OR FLOW."

- a. guarantee
- b. contract
- c. both a or b
- d. none of the above

92. GUARANTEES. (c) All guarantees shall contain a provision that any remedial work or services to be performed under the guarantee shall begin within _____ days.

- a. 20
- b. 30
- c. 45
- d. 60

93. GUARANTEES. (c) All guarantees shall contain a provision that any remedial work or services to be performed under the guarantee shall be completed within _____ months after notice by the buyer to the seller of any failure of the waterproofing services under the contract.

- a. 3

- b. 4
 - c. 5
 - d. 6
-

SPS 320 Code Quiz

ADMINISTRATION AND ENFORCEMENT

PS 320.01 Purpose.

- (1) The purpose of this code is to establish uniform statewide construction standards and inspection procedures for one- and 2-family dwellings and modular homes in accordance with the requirements of ss. 101.60 and 101.70, Stats.
- (2) The purpose of this code is to establish uniform installation and inspection procedures for manufactured homes in accordance with the requirements of s. 101.96, Stats.

Note: The design and construction of manufactured homes is regulated by the federal Department of Housing and Urban Development under Title 24 CFR Part 3280.

Note: See ch. SPS 305 for licensing requirements for manufactured home manufacturers and manufactured home installers.

Note: Other agencies may have regulations that affect the design, construction or placement of the dwelling and accessory structures or systems serving the dwelling. The regulations may necessitate additional administrative procedures or inspections for compliance.

- 1. SPS _____ is for licensing requirements for manufactured home manufacturers and manufactured home installers.
 - a. 320
 - b. 321
 - c. 323
 - d. 305
- 2. The design and construction of _____ is regulated by the federal Department of Housing and Urban Development.
 - a. modular homes
 - b. manufactured homes
 - c. 1 and 2 family homes
 - d. none of the above
- 3. The purpose of this code is to establish uniform _____ procedures for manufactured homes in accordance with the requirements of s. 101.96, Stats.
 - a. installation
 - b. inspection
 - c. both a & b
 - d. none of the above
- 4. The purpose of this code is to establish uniform _____ construction standards and inspection procedures for one- and 2-family dwellings and modular homes.
 - a. countywide
 - b. citywide
 - c. statewide
 - d. none of the above

SPS 320.02 Scope.

- (1) GENERAL. The provisions of this code apply to all of the following:

- (a) All one- and 2-family dwellings built on or after the effective dates under s. SPS 320.03.

Note: This includes site-built dwellings, manufactured buildings used as dwellings, modular homes and dwellings that may be designated as cabins, seasonal homes, temporary residences, etc., (except for manufactured or HUD homes, which are covered separately under this section).

- (b) Adult family homes providing care, treatment and services for 3 or 4 unrelated adults built on or after the effective dates under s. SPS 320.03.
- (c) Community-based residential facilities providing care, treatment and services for 5 to 8 unrelated adults built on or after the effective dates under s. SPS 320.03.

- (ce) A one- or 2-family dwelling built on or after the effective dates under s. SPS 320.03 that is used as a foster home or group home, or as a residential care center for children and youth that has a capacity for 8 or fewer children, all as defined in s. 48.02, Stats. Where such a home or center is operated in each dwelling unit of a 2-family dwelling, the capacity limit for each unit is independent of the other unit only if the two operations are independent of each other.

Note: The definitions in s. 48.02, Stats., limit foster homes to no more than 4 children unless the children are siblings, and limit group homes to no more than 8 children. Where permitted by the Department of Children and Families, a group home or a residential care center for children and youth that has a capacity for 8 or fewer children may be located in a one- or 2-family dwelling as a community living arrangement, as defined in s. 46.03 (22), Stats.

- (cm) A one- or 2-family dwelling built on or after the effective dates under s. SPS 320.03, in which a public or private day care center for 8 or fewer children is located. Where such a day care center is operated in each dwelling unit of a 2-family dwelling, the capacity limit for each unit is independent of the other unit only if the two operations are independent of each other.

Note: Chapter DCF 250, as administered by the Department of Children and Families, defines a "family child care center" as being "a facility where a person provides care and supervision for less than 24 hours a day for at least 4 and not more than 8 children who are not related to the provider." Chapter DCF 250 applies various licensing and other requirements to these centers, including for fire protection and other aspects of the physical plant.

(cs)

1. Any portion of or space within a one- or 2-family dwelling built on or after the effective dates under s. SPS 320.03, in which a home occupation is located.
2. In this paragraph, "home occupation" means any business, profession, trade, or employment conducted in a person's dwelling unit, that may involve the person's immediate family or household and a maximum of one other unrelated person, but does not involve any of the following:
 - a. Explosives, fireworks, or repair of motor vehicles.
 - b. More than 25% of the habitable floor area of the dwelling unit.

Note: See chs. SPS 361 to 366 for buildings that are beyond the scope of this code.

- (d) The onsite installation of a mobile home or manufactured home on piers, regardless of the date of production of the home.

Note: The design and construction of a manufactured home is regulated by the U.S. Department of Housing and Urban Development and is not subject to UDC requirements. Prior to regulation by HUD in 1976, manufactured homes were known as mobile homes and their design and construction were not uniformly regulated. See s. SPS 320.07 (52m) for the statutory definition.

- (e) The onsite installation of a manufactured home, regardless of the type of foundation, where the manufactured home has a production date on or after April 1, 2007.
- (f) The design and construction of a crawlspace, basement or foundation, other than piers, under a manufactured home where the manufactured home has a production date on or after the effective dates under s. SPS 320.03.
- (g) All garages, carports, porches, stoops, decks, balconies, stairways and similar structures that are attached to any building covered under this section that was constructed or had a production date on or after the effective dates under s. SPS 320.03.
- (h) Adjacent, unattached structures listed under par. (g) that serve an exit from a dwelling.

5. The provisions of this code apply to the following:

- a. The onsite installation of a mobile home or manufactured home on piers
- b. Adult family homes providing care, treatment and services for 3 or 4 unrelated adults built on or after the effective dates
- c. All one- and 2-family dwellings built on or after the effective dates
- d. all of the above

6. The provisions of this code apply to the following:

- a. All garages, carports, porches, stoops, decks, balconies, stairways and similar structures that are attached to any building covered under this section that was constructed or had a production date on or after the effective dates
- b. The design and construction of a crawlspace, basement or foundation, other than piers, under a manufactured home where the manufactured home has a production date on or after the effective dates
- c. The onsite installation of a manufactured home, regardless of the type of foundation, where the manufactured home has a production date on or after April 1, 2007
- d. all of the above

7. The provisions of this code apply to a community-based residential facilities providing care, treatment and services for _____ unrelated adults built on or after the effective dates.

- a. 4 to 8
- b. 5 to 8
- c. 5 to 9
- d. none of the above

8. The provisions of this code apply to a one- or 2-family dwelling built on or after the effective dates under s. SPS 320.03, in which a public or private day care center for _____ or fewer children is located.

- a. 4
- b. 6
- c. 8
- d. 10

9. "Home occupation" means any business, profession, trade, or employment conducted in a person's dwelling unit, that may involve the person's immediate family or household and a maximum of one other unrelated person, but does not involve any of the following:

- a. Explosives or fireworks
- b. More than 25% of the habitable floor area of the dwelling unit
- c. repair of motor vehicles
- d. all of the above

(2) MUNICIPAL ORDINANCES.

(a) A municipality may not adopt an ordinance on any subject falling within the scope of this code including establishing restrictions on the occupancy of dwellings for any reason other than noncompliance with the provisions of this code as set forth in s. SPS 320.10 (4). This code does not apply to occupancy requirements occurring after the first occupancy for residential purposes following the final inspection required under s. SPS 320.10 (3) (h).

(b) This code shall not be construed to affect local requirements relating to land use, zoning, post-construction storm water management, fire districts, side, front and rear setback requirements, property line requirements or other similar requirements. This code shall not affect the right of municipalities to establish safety regulations for the protection of the public from hazards at the job site.

(c) Any municipality may, by ordinance, require permits and fees for any construction, additions, alterations or repairs not within the scope of this code.

(d) Any municipality may, by ordinance, adopt the provisions of chs. SPS 320 to 325 to apply to any additions or alterations to existing dwellings.

(e) Nothing in this chapter shall prevent a municipality from any of the following:

1. Implementing erosion and sediment control requirements that are more stringent than the standards of this code when directed by an order of the United States Environmental Protection Agency or by an administrative rule of the department of natural resources under s. NR 151.004.

2. Regulating erosion and sediment control for sites that are not under the scope of this chapter.

(f) This code shall not be construed to affect the authority of the Department of Natural Resources to enforce chapters 281 and 283, Stats., and administrative rules promulgated there under.

(3) LEGAL RESPONSIBILITY. The department or the municipality having jurisdiction shall not assume legal responsibility for the design or construction of dwellings.

(4) RETROACTIVITY. The provisions of this code are not retroactive, except as specifically stated in a rule.

(6) LANDSCAPING. Except for construction erosion control, the scope of this code does not extend to driveways, sidewalks, landscaping and other similar features not having an impact on the dwelling structure.

SPS 320.03 Effective date. The effective date of ch. SPS 322 is December 1, 1978. The effective date of chs. SPS 320, 321, 323, 324 and 325 is June 1, 1980.

10. (d) Any municipality may, by ordinance, adopt the provisions of chs. SPS 320 to 325 to apply to _____ to existing dwellings.

- a. additions
- b. alterations
- c. both a or b
- d. none of the above

11. (c) Any municipality may, by ordinance, require _____ for any construction, additions, alterations or repairs not within the scope of this code.

- a. permits

- b. fees
 - c. both a or b
 - d. none of the above
12. The department or the municipality having jurisdiction shall not assume legal responsibility for the _____ of dwellings.
- a. design
 - b. construction
 - c. both a or b
 - d. none of the above
13. Except for construction erosion control, the scope of this code does not extend to _____ not having an impact on the dwelling structure.
- a. driveways
 - b. landscaping
 - c. sidewalks
 - d. all of the above
14. This code shall not be construed to affect local requirements relating to _____.
- a. land use
 - b. property line requirements
 - c. zoning
 - d. all of the above
15. The effective date of ch. SPS 322 is _____.
- a. December 1, 1978
 - b. December 1, 1980
 - c. June 1, 1978
 - d. June 1, 1980
16. The effective date of chs. SPS 320, 321, 323, 324 and 325 is _____.
- a. December 1, 1978
 - b. December 1, 1980
 - c. June 1, 1978
 - d. June 1, 1980

SPS 320.04 Applications.

(1) NEW DWELLINGS.

(a) This code applies to all dwellings, dwelling units and foundations for dwelling units, for which the building permit application was made or construction commenced on or after the effective date of this code.

(b) All dwellings covered under par. (a) shall meet the requirements of ch. SPS 321.

(c)

1. The installation of heating, air conditioning, plumbing or electrical systems is not required.

2. If any of the systems under subd. 1. are installed, the systems and their installation shall comply with this code.

3. If a heating or air conditioning system is installed, the dwelling shall comply with ch. SPS 322.

(2) **ADDITIONS AND ALTERATIONS.** Additions and alterations to dwellings covered by this code shall comply with all provisions of this code at the time of permit application or the beginning of the project, if no permit is required.

(3) **BED AND BREAKFAST ESTABLISHMENTS.** The following portions of a bed and breakfast establishment shall comply with the provisions of this code:

(a) The third floor when used for other than storage.

(b) A structural addition, for which no use other than as a bed and breakfast establishment is proposed.

(4) **CHANGE OF USE.** A building previously used for another purpose, such as a barn or garage, shall comply with this code upon conversion to residential use.

(5) **REUSE OF A DWELLING OR FOUNDATION.**

(a) *Existing dwelling or manufactured home placed on a different foundation.* Where an existing dwelling or manufactured home is placed on a different foundation, the new foundation is considered an addition or alteration to the existing dwelling or manufactured home.

Note: The applicability of this code to an addition or alteration to an existing dwelling or manufactured home is determined by the original date of construction of the dwelling or manufactured home and is not altered by any movement of the structure.

- (b) *New dwelling or manufactured home.* A new dwelling or manufactured home placed on a new or existing foundation shall meet the permitting, construction and inspection requirements of a new dwelling or manufactured home.
- (6) **SEPARATED BUILDINGS.** For a building to be considered a separate single-family dwelling or a separate 2-family dwelling within the scope of this code, regardless of ownership or occupancy arrangements, all of the following conditions shall be met:
- (a) No structural members other than a common footing may be shared between any 2 dwellings.
Note: Two separated, insulated foundation walls may share the same structural footing.
- (b) The adjoining exterior walls of the separate dwellings shall each have exterior coverings meeting the requirements of s. SPS 321.24.
- (c) The adjoining exterior walls, including foundations, of the separate dwellings shall each meet the energy requirements under ch. SPS 322, irrespective of any adjacent dwelling.
- (d) Both sides of any 2 adjoining walls, floors, ceilings and attics between dwellings shall meet the dwelling separation requirements of s. SPS 321.08 (1) for 2 dwellings on the same property less than 5 feet apart.
- Note:** 1. Flashing is acceptable to connect the roofs between dwelling units. See ch. SPS 325 Appendix A for further information.
2. A building of 3 or more dwelling units without the separations specified in this section is a commercial building and shall meet the requirements set forth in chs. SPS 361 to 366.

17. This code applies to all _____, for which the building permit application was made or construction commenced on or after the effective date of this code.

- a. dwellings
- b. dwelling units
- c. foundations for dwelling units
- d. all of the above

18. _____ to dwellings covered by this code shall comply with all provisions of this code at the time of permit application or the beginning of the project, if no permit is required.

- a. Additions
- b. Alterations
- c. Repairs
- d. both a or b

19. The following portions of a bed and breakfast establishment shall comply with the provisions of this code:

- a. The third floor when used for storage.
- b. A structural addition, for which no use other than as a bed and breakfast establishment is proposed.
- c. both a or b
- d. none of the above

20. Where an existing dwelling or manufactured home is placed on a different foundation, the new foundation is considered an _____ to the existing dwelling or manufactured home.

- a. addition
- b. alteration
- c. both a or b
- d. none of the above

21. A new dwelling or manufactured home placed on a new or existing foundation shall meet the permitting, construction and inspection requirements of a _____ dwelling or manufactured home.

- a. existing
- b. used
- c. new
- d. repaired

22. For a building to be considered a separate single-family dwelling or a separate 2-family dwelling within the scope of this code, regardless of ownership or occupancy arrangements, the following conditions shall be met:

- (a) No structural members other than a common footing may be shared between any 2 dwellings.
- (b) The adjoining exterior walls of the separate dwellings shall each have exterior coverings meeting the requirements of s. SPS 321.24.

(c) The adjoining exterior walls, including foundations, of the separate dwellings shall each meet the energy requirements under ch. SPS 322, irrespective of any adjacent dwelling.

d. all of the above

23. For a building to be considered a separate single-family dwelling or a separate 2-family dwelling within the scope of this code, regardless of ownership or occupancy arrangements, the following condition shall be met: (d) Both sides of any 2 adjoining walls, floors, ceilings and attics between dwellings shall meet the dwelling separation requirements of s. SPS 321.08 (1) for 2 dwellings on the same property less than _____ feet apart.

a. 3

b. 4

c. 5

d. 10

SPS 320.05 Exemptions.

(1) EXISTING DWELLINGS. The provisions of this code shall not apply to dwellings and dwelling units, the construction of which was commenced prior to the effective date of this code, or to additions or alterations to such dwellings.

Note: The provisions of chs. SPS 320 to 325 may be adopted by a municipality to apply to any additions or alterations to existing dwellings.

(2) MULTIFAMILY DWELLINGS. The provisions of this code shall not apply to residences occupied by 3 or more families living independently or occupied by 2 such families and used also for business purposes.

(3) REPAIRS. The provisions of this code do not apply to repairs or maintenance to dwellings or dwelling units, or to the repair of electrical, plumbing, heating, ventilating, air conditioning and other systems installed therein.

(4) ACCESSORY BUILDINGS. With the exception of s. SPS 321.08 (1), the provisions of this code do not apply to detached garages or to any accessory buildings detached from the dwelling.

(5) DETACHED DECKS. The provisions of this code do not apply to detached decks provided the deck does not serve an exit from the dwelling.

(6) FARM BUILDINGS. The provisions of this code do not apply to the buildings used exclusively for farm operations and not for human habitation.

(7) INDIAN RESERVATIONS. The provisions of this code do not apply to dwellings located on Indian reservation land held in trust by the United States.

(8) MANUFACTURED AND MODULAR HOMES. The provisions of this code do not apply to manufactured homes and modular homes used exclusively for display purposes.

(9) MOTOR HOMES AND RECREATIONAL VEHICLES. The provisions of this code do not apply to motor homes and recreational vehicles that are, or have been, titled through the department of transportation.

Note: Section 340.01 (33m) and (48r), Stats., read as follows:

(33m) "Motor home" means a motor vehicle designed to be operated upon a highway for use as a temporary or recreational dwelling and having the same internal characteristics and equipment as a mobile home.

(48r) "Recreational vehicle" means a vehicle that is designed to be towed upon a highway by a motor vehicle, that is equipped and used, or intended to be used, primarily for temporary or recreational human habitation, that has walls of rigid construction, and that does not exceed 45 feet in length.

Note: In accordance with Wis. Stat. s. 342.05 (1), the owner of a (recreational) vehicle, whether or not such vehicle is operated on any highway of this state, shall make application for certificate of title for the vehicle with the department of transportation. Examples of recreational vehicles are: travel trailer, 5th wheel and "park model". Recreational vehicles are normally constructed to the standards: ANSI/NFPA 1192, Standard for RVs, and NFPA 70, National Electrical Code. Recreational vehicles require a towbar (hitch), chassis, axles and wheels for transportation. At the installation site, the chassis and axles shall remain on the unit, with the towbar (hitch) and wheels left at the site. Otherwise the unit, including a park model, is subject to the UDC.

(10) CAMPING UNITS. The provisions of this code do not apply to camping units subject to the provisions of ch. SPS 327.

(11) RELIGIOUS WAIVER. The provisions of this code do not apply to dwellings where a religious waiver has been accepted by the authority having jurisdiction or the department under s. 101.648, Stats.

(12) PRIMITIVE RURAL HUNTING CABINS. The provisions of this code do not apply to a primitive rural hunting cabin.

24. The provisions of this code do not apply to _____ used exclusively for display purposes.

a. Accessory buildings

b. Farm buildings

c. Indian reservations

d. Manufactured and modular homes

25. The provisions of this code do not apply to dwellings located on _____ land held in trust by the United States.
- Accessory buildings
 - Farm buildings
 - Indian reservation
 - Manufactured and modular homes
26. The provisions of this code do not apply to the buildings used exclusively for _____ operations and not for human habitation.
- Accessory buildings
 - farm
 - Indian reservations
 - Manufactured and modular homes
27. The provisions of this code do not apply to detached decks provided the deck does not serve an _____ from the dwelling.
- exit
 - walkway
 - thruway
 - load path
28. With the exception of s. SPS 321.08 (1), the provisions of this code do not apply to detached garages or to any _____ detached from the dwelling.
- Existing dwellings
 - Multifamily dwellings
 - repairs
 - accessory buildings
29. The provisions of this code do not apply to _____ to dwellings or dwelling units.
- maintenance
 - repairs
 - both a or d
 - none of the above
30. The provisions of this code shall not apply to residences occupied by 3 or more families living independently or occupied by 2 such families and used also for business purposes defines:
- Existing dwellings
 - Multifamily dwellings
 - repairs
 - Accessory buildings
31. The provisions of this code shall not apply to dwellings and dwelling units, the construction of which was commenced prior to the effective date of this code, or to additions or alterations to such dwellings defines:
- Existing dwellings
 - Multifamily dwellings
 - repairs
 - Accessory buildings
32. The provisions of this code do not apply to dwellings where a _____ has been accepted by the authority having jurisdiction or the department under s. 101.648, Stats.
- Motor homes and recreational vehicles
 - camping units
 - religious waiver
 - Primitive rural hunting cabins
33. The provisions of this code do not apply to _____ subject to the provisions of ch. SPS 327.
- Motor homes and recreational vehicles
 - camping units
 - Religious waiver
 - Primitive rural hunting cabins
34. The provisions of this code do not apply to _____ that are, or have been, titled through the department of transportation.

- a. motor homes and recreational vehicles
- b. camping units
- c. religious waiver
- d. Primitive rural hunting cabins

Subchapter II — Jurisdiction

SPS 320.06 Procedure for municipalities.

(1) MUNICIPAL JURISDICTION.

(a) General.

1. Except as provided in ss. 101.65 (1c) and 101.651 (1) and (2m), Stats., cities, villages and towns shall exercise jurisdiction over the construction and inspection of new dwellings.

Note: Section 101.65 (1c), Stats., reads as follows:

101.65 Municipal authority. Except as provided by s. 101.651, cities, villages, towns and counties:

- (1c) May not make or enforce an ordinance under sub. (1) that is applied to a dwelling and that does not conform to this subchapter and the uniform dwelling code adopted by the department under this subchapter or is contrary to an order of the department under this subchapter. If any provision of a contract between a city, village, town, or county and an owner requires the owner to comply with an ordinance that does not conform to this subchapter or the uniform dwelling code adopted by the department under this subchapter or is contrary to an order of the department under this subchapter, the owner may waive the provision, and the provision, if waived, is void and unenforceable.

Note: Sections 101.651 (1) and (2m), Stats., read as follows.

101.651 Special requirements for smaller municipalities. (1) DEFINITION. In this section, "municipality" means a city, village or town with a population of 2,500 or less.

- (2m) ENFORCEMENT OPTIONS. A municipality shall exercise jurisdiction over the construction and inspection of new one- and two-family dwellings by enacting ordinances under s. 101.65 (1) (a) or shall exercise the jurisdiction granted under s. 101.65 (1) (a) jointly under s. 101.65 (1) (b), unless any of the following conditions are met:

- (a) The municipality adopts a resolution requesting under sub. (3) (a) that a county enforce this subchapter or an ordinance enacted under s. 101.65 (1) (a) throughout the municipality and that a county provide inspection services in the municipality to administer and enforce this subchapter or an ordinance enacted under s. 101.65 (1) (a).
- (c) Under sub. (3) (b), the department enforces this subchapter throughout the municipality and provides inspection services in the municipality to administer and enforce this subchapter.

2. Municipalities intending to exercise jurisdiction shall, by ordinance, adopt this code in its entirety.

3. No additional requirements within the scope of this code may be adopted by a municipality unless approved by the department in accordance with s. SPS 320.20.

- (b) *Intent to exercise jurisdiction.* Municipalities intending to exercise jurisdiction shall notify the department, in writing, at least 30 days prior to the date upon which the municipality intends to exercise jurisdiction under this code. The notification of intent shall include a statement by the municipality as to which of the following methods will be used for enforcement:

1. Individual municipal enforcement;
2. Joint municipal enforcement;
3. Contract with certified UDC inspector or inspectors or independent inspection agency;
4. Contract with another municipality;

(c) *Submission of ordinances and resolutions.*

1. 'Ordinances.'

- a. Municipalities intending to exercise jurisdiction shall submit all ordinances adopting this code to the department at the same time as the notice of intent.
- b. The department shall review and make a determination regarding municipal intent to exercise jurisdiction over new dwellings within 15 business days of receipt of municipal ordinances adopting this code.
- c. A municipality may appeal a determination by the department in accordance with the procedure under s. SPS 320.21 (2).

2. 'Resolutions.' Municipalities adopting a resolution under s. 101.651 (2m) (a), Stats., for enforcement by the county, shall file a certified copy of the resolution with the department within 30 days of adoption.

3. 'Rescission of ordinances or resolutions.' Municipalities that rescind an ordinance or a resolution under subd. 1. or 2. shall file a certified copy of the rescission with the department within 30 days of adoption.

- (d) *Passage of ordinances.* A certified copy of all adopted ordinances and subsequent amendments thereto shall be filed with the department within 30 days after adoption.

Note: A copy of a model ordinance for adoption is available from the department.

35. Except as provided in ss. 101.65 (1c) and 101.651 (1) and (2m), Stats., _____ shall exercise jurisdiction over the construction and inspection of new dwellings.

- a. cities
- b. villages
- c. towns
- d. all of the above

36. Municipalities intending to exercise jurisdiction shall, by _____, adopt this code in its entirety.

- a. regulation
- b. ordinance
- c. law
- d. all of the above

37. More additional requirements within the scope of this code may be adopted by a municipality and without approval by the department in accordance with s. SPS 320.20.

- a. true
- b. false

38. Municipalities intending to exercise jurisdiction shall notify the department, in writing, at least _____ days prior to the date upon which the municipality intends to exercise jurisdiction under this code.

- a. 15
- b. 30
- c. 45
- d. 60

39. The notification of intent shall include a statement by the municipality as to which of the following methods will be used for enforcement:

- a. Individual municipal enforcement
- b. Joint municipal enforcement
- c. both a or b
- d. none of the above

40. The notification of intent shall include a statement by the municipality as to which of the following methods will be used for enforcement:

- a. Contract with certified UDC inspector or inspectors
- b. independent inspection agency
- c. Contract with another municipality
- d. all of the above

41. A certified copy of all adopted ordinances and subsequent amendments thereto shall be filed with the department within _____ days after adoption.

- a. 15
- b. 30
- c. 45
- d. 60

- (2) COUNTY JURISDICTION. A county ordinance shall apply in any city, village or town which has not enacted ordinances pursuant to this section. No county ordinance may apply until after 30 business days after the effective date of this code unless a municipality within the county informs the department of its intent to have this code administered and enforced by the county. This section shall not be construed to prevent or prohibit any municipality from enacting and administering this code at any time after the effective date of this code. The department shall review and make a determination regarding county jurisdiction over new buildings within 15 business days of receipt of the county ordinances adopting the uniform dwelling code.
- (3) DEPARTMENTAL JURISDICTION. In municipalities not adopting a resolution under s. 101.651 (2m), Stats., and not adopting an ordinance to enforce the code under s. SPS 320.06, the department will oversee enforcement and inspection services for new dwellings, including manufactured buildings used as dwellings.
- (4) CONTINUING JURISDICTION FOR PERMIT ISSUERS. Any dwelling, for which a permit is issued by a municipality or registered UDC inspection agency prior to a municipal action under sub. (1) (c) 2. or 3. shall have all required inspections completed by the municipality or agency that issued the permit.

SPS 320.065 State jurisdiction.

- (1) In accordance with s. 101.64 (1) (h), Stats., municipalities administering the code may be monitored by the department for compliance with the administrative requirements under this code.
- (2) In accordance with s. 101.653 (5), Stats., municipalities administering the code may be audited by the department for compliance with the erosion control requirements under this code.

42. In municipalities not adopting a resolution under s. 101.651 (2m), Stats., and not adopting an ordinance to enforce the code under s. SPS 320.06, the department will oversee enforcement and inspection services for _____.

- a. new dwellings
- b. manufactured buildings used as dwellings
- c. both a & b
- d. none of the above

43. Continuing jurisdiction for permit issuers. Any dwelling, for which a permit is issued by a municipality or registered UDC inspection agency prior to a municipal action under sub. (1) (c) 2. or 3. shall have all required inspections completed by the _____ that issued the permit.

- a. municipality
- b. agency
- c. County
- d. both a or b

Subchapter III — Definitions

SPS 320.07 Definitions. In chs. SPS 320 to 325:

- (1) "Accessory building" means a detached building, not used as a dwelling unit but is incidental to that of the main building and which is located on the same lot. Accessory building does not mean farm building.
- (2) "Addition" means new construction performed on a dwelling which increases the outside dimensions of the dwelling.
- (3) "Allowable stress" means the specified maximum permissible stress of a material expressed in load per unit area.
- (4) "Alteration" means an enhancement, upgrading or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a dwelling.
- (5) "Approved" means an approval by the department or its authorized representative. (Approval is not to be construed as an assumption of any legal responsibility for the design or construction of the dwelling or building component.)
- (5m) "Attached," defining the relationship between another building and a dwelling, means at least one of the following conditions is present:
 - (a) There is a continuous, weatherproof roof between the two structures.
Note: The sides are not required to be enclosed with walls.
 - (b) There is a continuous, structural floor system between the two structures.
 - (c) There is a continuous foundation system between the two structures.
- (6) "Attic" means a space under the roof and above the ceiling of the topmost part of a dwelling.
- (7) A "balcony" is a landing or porch projecting from the wall of a building.
- (7m) "Base flood elevation" means the depth or peak elevation of flooding, including wave height, which has a one percent or greater chance of occurring in any given year.
- (8) "Basement" means that portion of a dwelling below the first floor or ground floor with its entire floor below grade.
- (8m) "Best management practices" is defined in s. 101.653, Stats., and means practices, techniques or measures that the department determines to be effective means of preventing or reducing pollutants of surface water generated from construction sites.
- (9) "Building component" means any subsystem, subassembly or other system designed for use in or as part of a structure, which may include structural, electrical, mechanical, plumbing and fire protection systems and other systems affecting health and safety.
- (10) "Building system" means plans, specifications and documentation for a system of manufactured building or for a type or a system of building components, which may include structural, electrical, mechanical, plumbing and variations which are submitted as part of the building system.
- (10m) "Business day" means any day other than Saturday, Sunday or a legal holiday.

- (10r) "Camping unit" means a framed structure or a tent, teepee, yurt, or other structure with fabric roof or walls that is 400 square feet or less in area, which is placed by a campground owner or operator in a campground for which a permit is issued under s. 97.67, Stats., and used for seasonal overnight camping.
- (10t) "Carport" means a structure used for storing motorized vehicles that is attached to a dwelling and that has at least 2 sides completely unenclosed.
- (11) "Ceiling height" means the clear vertical distance from the finished floor to the finished ceiling.
- (12) "Certified inspector" means a person certified by the department to engage in the administration and enforcement of this code.
- (12m) "Ch. SPS 325 Appendix" means chs. SPS 320 to 325 Appendix.
- (13) A "chimney" is one or more vertical, or nearly so, passageways or flues for the purpose of conveying flue gases to the atmosphere.
- (14) "Chimney connector". Same as smoke pipe.
- (15) "Closed construction" means any building, building component, assembly or system manufactured in such a manner that it cannot be inspected before installation at the building site without disassembly, damage or destruction.
- (15g) "Coarse aggregate" means granular material, such as gravel or crushed stone, that is predominately retained on a sieve with square openings of 4.75 mm or 0.18 inch.
- (15m) "Coastal floodplain" means an area along the coast of Lake Michigan or Lake Superior below base flood elevation that is subject to wave runup or wave heights of 3 feet or more.
- (16) "Code" means chs. SPS 320 to 325, the Wisconsin uniform dwelling code.
- (17) "Combustion air" means the total amount of air necessary for the complete combustion of a fuel.

44. "Attached," defining the relationship between another building and a dwelling, means at least one of the following conditions is present:

- a. There is a continuous, weatherproof roof between the two structures.
- b. There is a continuous, structural floor system between the two structures.
- c. There is a continuous foundation system between the two structures.
- d. all of the above

45. _____ means an enhancement, upgrading or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a dwelling.

- a. Accessory building
- b. Addition
- c. Allowable stress
- d. Alteration

46. _____ means the specified maximum permissible stress of a material expressed in load per unit area.

- a. Accessory building
- b. Addition
- c. Allowable stress
- d. Alteration

47. _____ means new construction performed on a dwelling which increases the outside dimensions of the dwelling.

- a. Accessory building
- b. Addition
- c. Allowable stress
- d. Alteration

48. _____ means a detached building, not used as a dwelling unit but is incidental to that of the main building and which is located on the same lot. Accessory building does not mean farm building.

- a. Accessory building
- b. Addition
- c. Allowable stress
- d. Alteration

49. _____ means the depth or peak elevation of flooding, including wave height, which has a one percent or greater chance of occurring in any given year.

- a. Approved
 - b. Attic
 - c. balcony
 - d. Base flood elevation
50. A _____ is a landing or porch projecting from the wall of a building.
- a. Approved
 - b. Attic
 - c. balcony
 - d. Base flood elevation
51. _____ means a space under the roof and above the ceiling of the topmost part of a dwelling.
- a. Approved
 - b. Attic
 - c. balcony
 - d. Base flood elevation
52. _____ means an approval by the department or its authorized representative
- a. Approved
 - b. Attic
 - c. balcony
 - d. Base flood elevation
53. _____ means plans, specifications and documentation for a system of manufactured building or for a type or a system of building components, which may include structural, electrical, mechanical, plumbing and variations which are submitted as part of the building system.
- a. Basement
 - b. Best management practices
 - c. Building component
 - d. Building system
54. _____ means any subsystem, subassembly or other system designed for use in or as part of a structure, which may include structural, electrical, mechanical, plumbing and fire protection systems and other systems affecting health and safety.
- a. Basement
 - b. Best management practices
 - c. Building component
 - d. Building system
55. _____ is defined in s. 101.653, Stats., and means practices, techniques or measures that the department determines to be effective means of preventing or reducing pollutants of surface water generated from construction sites.
- a. Basement
 - b. Best management practices
 - c. Building component
 - d. Building system
56. _____ means that portion of a dwelling below the first floor or ground floor with its entire floor below grade.
- a. Basement
 - b. Best management practices
 - c. Building component
 - d. Building system
57. _____ means the clear vertical distance from the finished floor to the finished ceiling.
- a. Ceiling height
 - b. Carport
 - c. Camping unit
 - d. Business day
58. _____ means a structure used for storing motorized vehicles that is attached to a dwelling and that has at least 2 sides completely unenclosed.
- a. Ceiling height

- b. Carport
- c. Camping unit
- d. Business day

59. _____ means a framed structure or a tent, teepee, yurt, or other structure with fabric roof or walls that is 400 square feet or less in area, which is placed by a campground owner or operator in a campground for which a permit is issued under s. 97.67, Stats., and used for seasonal overnight camping.

- a. Ceiling height
- b. Carport
- c. Camping unit
- d. Business day

60. _____ means any day other than Saturday, Sunday or a legal holiday.

- a. Ceiling height
- b. Carport
- c. Camping unit
- d. Business day

61. _____ means any building, building component, assembly or system manufactured in such a manner that it cannot be inspected before installation at the building site without disassembly, damage or destruction.

- a. Closed construction
- b. Chimney connector
- c. Certified inspector
- d. chimney

62. _____ Same as smoke pipe.

- a. Closed construction
- b. Chimney connector
- c. Certified inspector
- d. chimney

63. _____ means a person certified by the department to engage in the administration and enforcement of this code.

- a. Closed construction
- b. Chimney connector
- c. Certified inspector
- d. chimney

64. A _____ is one or more vertical, or nearly so, passageways or flues for the purpose of conveying flue gases to the atmosphere.

- a. Closed construction
- b. Chimney connector
- c. Certified inspector
- d. chimney

65. _____ means the total amount of air necessary for the complete combustion of a fuel.

- a. Combustion air
- b. Code
- c. Coastal floodplain
- d. Coarse aggregate

66. _____ means chs. SPS 320 to 325, the Wisconsin uniform dwelling code.

- a. Combustion air
- b. Code
- c. Coastal floodplain
- d. Coarse aggregate

67. _____ means an area along the coast of Lake Michigan or Lake Superior below base flood elevation that is subject to wave runup or wave heights of 3 feet or more.

- a. Combustion air
- b. Code

- c. Coastal floodplain
- d. Coarse aggregate

68. _____ means granular material, such as gravel or crushed stone, that is predominately retained on a sieve with square openings of 4.75 mm or 0.18 inch.

- a. Combustion air
- b. Code
- c. Coastal floodplain
- d. Coarse aggregate

(18) "Common use area" means kitchens, hallways, basements, garages and all habitable rooms.

Note: These areas must meet the circulation requirements under s. SPS 321.035.

(19) "Compliance assurance program" means the detailed system documentation and methods of assuring that manufactured dwellings and dwelling components are manufactured, stored, transported, assembled, handled and installed in accordance with this code.

(19m) "Composting toilet system" means a method that collects, stores and converts by bacterial digestion nonliquid-carried human wastes or organic kitchen wastes, or both, into humus.

(19r) "Control practice" means a method or device implemented to prevent or reduce erosion or the resulting deposition of soil or sediment.

(20) "Cooling load" is the rate at which heat must be removed from the space to maintain a selected indoor air temperature during periods of design outdoor weather conditions.

(21) "Dead load" means the vertical load due to all permanent structural and nonstructural components of the building such as joists, rafters, sheathing, finishes and construction assemblies such as walls, partitions, floors, ceilings and roofs, and systems.

(21m) "Deck" means an unenclosed exterior structure, attached or adjacent to the exterior wall of a building, which has a floor, but no roof.

(23) "Department" means the department of safety and professional services.

(24) "Detached building" means any building which is not physically connected to the dwelling.

(24m) "Dilution air" means air that is provided for the purpose of mixing with flue gases in a draft hood or draft regulator.

(24r) "Direct-vent appliance" means a gas-burning appliance that is constructed and installed so that all air for combustion is derived directly from the outside atmosphere and all flue gases are discharged to the outside atmosphere.

(25) "Dwelling" has the meaning given in s. 101.61 (1), Stats.

Note: Section 101.61 (1), Stats., reads as follows: "Dwelling" means any building that contains one or 2 dwelling units. "Dwelling unit" means a structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others. "Dwelling" and "dwelling unit" do not include a primitive rural hunting cabin.

(26) "Dwelling contractor" means any person, firm or corporation engaged in the business of performing erosion control or construction work such as framing, roofing, siding, insulating, masonry or window replacement work covered under this code and who takes out a building permit. "Dwelling contractor" does not include the owner of an existing dwelling, an owner who will reside in a new dwelling or a person, firm or corporation engaging exclusively in electrical, plumbing, or heating, ventilating and air conditioning work.

(27) "Dwelling unit" has the meaning given in s. 101.61 (1), Stats.

Note: Section 101.61 (1), Stats., reads as follows: "Dwelling" means any building that contains one or two dwelling units. "Dwelling unit" means a structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others. "Dwelling" and "dwelling unit" do not include a primitive rural hunting cabin.

(28t) "Erosion" means the detachment and movement of soil, sediment or rock fragments by water, wind, ice or gravity.

(29) "Exit" means a direct, continuous, unobstructed means of egress from inside the dwelling to the exterior of the dwelling.

(30) "Farm operation" is the planting and cultivating of the soil and growing of farm products substantially all of which have been planted or produced on the farm premises.

Note: According to s. 102.04 (3), Stats., the farm operation includes the management, conserving, improving and maintaining of the premises, tools, equipment improvements and the exchange of labor or services with other farmers; the processing, drying, packing, packaging, freezing, grading, storing, delivery to storage, carrying to market or to a carrier for transportation to market and distributing directly to the consumer; the clearing of such premises and the salvaging of timber and the management and use of wood lots thereon but does not include logging, lumbering and wood-cutting operations unless the operations are conducted as an accessory to other farm operations.

- (31) "Farm premises" is defined to be the area which is planted and cultivated. The farm premises does not include greenhouses, structures or other areas unless used principally for the production of food or farm products.
- (32) "Farm products" are defined as agricultural, horticultural and arboricultural crops. Animals considered within the definition of agricultural include livestock, bees, poultry, fur-bearing animals, and wildlife or aquatic life.
- (33) "Farming" means the operation of a farm premises owned or rented by the operator.
- (33m) "Fireblocking" means a material or device used to retard or prevent the spread of flame or hot gases through concealed spaces into adjacent rooms or areas.
- (34) "Firebox" means that part of the fireplace used as the combustion chamber.
- (34e) "First floor" means the first floor level above any groundfloor or basement or, in the absence of a groundfloor or basement, means the lowest floor level in the dwelling.
- (34f) "Flight" means a continuous series of risers and treads, with no intermediate landings.

69. _____ means a method or device implemented to prevent or reduce erosion or the resulting deposition of soil or sediment.

- a. Common use area
- b. Composting toilet system
- c. Compliance assurance program
- d. Control practice

70. _____ means a method that collects, stores and converts by bacterial digestion nonliquid-carried human wastes or organic kitchen wastes, or both, into humus.

- a. Common use area
- b. Composting toilet system
- c. Compliance assurance program
- d. Control practice

71. _____ means the detailed system documentation and methods of assuring that manufactured dwellings and dwelling components are manufactured, stored, transported, assembled, handled and installed in accordance with this code.

- a. Common use area
- b. Composting toilet system
- c. Compliance assurance program
- d. Control practice

72. _____ means kitchens, hallways, basements, garages and all habitable rooms.

- a. Common use area
- b. Composting toilet system
- c. Compliance assurance program
- d. Control practice

73. _____ means the department of safety and professional services.

- a. Department
- b. Deck
- c. Dead load
- d. Cooling load

74. _____ means an unenclosed exterior structure, attached or adjacent to the exterior wall of a building, _____ which has a floor, but no roof.

- a. Department
- b. Deck
- c. Dead load
- d. Cooling load

75. _____ means the vertical load due to all permanent structural and nonstructural components of the building such as joists, rafters, sheathing, finishes and construction assemblies such as walls, partitions, floors, ceilings and roofs, and systems.

- a. Department
- b. Deck
- c. Dead load
- d. Cooling load

76. _____ is the rate at which heat must be removed from the space to maintain a selected indoor air temperature during periods of design outdoor weather conditions.
- Department
 - Deck
 - Dead load
 - Cooling load
77. _____ means any building that contains one or two dwelling units.
- Dwelling
 - Direct-vent appliance
 - Dilution air
 - Detached building
78. _____ means a gas-burning appliance that is constructed and installed so that all air for combustion is derived directly from the outside atmosphere and all flue gases are discharged to the outside atmosphere.
- Dwelling
 - Direct-vent appliance
 - Dilution air
 - Detached building
79. _____ means air that is provided for the purpose of mixing with flue gases in a draft hood or draft regulator.
- Dwelling
 - Direct-vent appliance
 - Dilution air
 - Detached building
80. _____ means any building which is not physically connected to the dwelling.
- Dwelling
 - Direct-vent appliance
 - Dilution air
 - Detached building
81. _____ means a direct, continuous, unobstructed means of egress from inside the dwelling to the exterior of the dwelling.
- Exit
 - Erosion
 - Dwelling unit
 - Dwelling contractor
82. _____ means the detachment and movement of soil, sediment or rock fragments by water, wind, ice or gravity.
- Exit
 - Erosion
 - Dwelling unit
 - Dwelling contractor
83. _____ means a structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.
- Exit
 - Erosion
 - Dwelling unit
 - Dwelling contractor
84. _____ means any person, firm or corporation engaged in the business of performing erosion control or construction work such as framing, roofing, siding, insulating, masonry or window replacement work covered under this code and who takes out a building permit.
- Exit
 - Erosion
 - Dwelling unit

d. Dwelling contractor

85. _____ means the operation of a farm premises owned or rented by the operator.

- a. Farming
- b. Farm products
- c. Farm premises
- d. Farm operation

86. _____ are defined as agricultural, horticultural and arboricultural crops. Animals considered within the definition of agricultural include livestock, bees, poultry, fur-bearing animals, and wildlife or aquatic life.

- a. Farming
- b. Farm products
- c. Farm premises
- d. Farm operation

87. _____ is defined to be the area which is planted and cultivated. The farm premises does not include greenhouses, structures or other areas unless used principally for the production of food or farm products.

- a. Farming
- b. Farm products
- c. Farm premises
- d. Farm operation

88. _____ is the planting and cultivating of the soil and growing of farm products substantially all of which have been planted or produced on the farm premises.

- a. Farming
- b. Farm products
- c. Farm premises
- d. Farm operation

(34g) "Floodfringe area" means that portion of the floodplain outside of the floodway that is at or below base flood elevation. The term "floodfringe" is intended to designate an area of standing, rather than flowing, water.

(34h) "Floodplain" means land which is subject to flooding which is at or below base flood elevation. The floodplain includes the floodway and floodfringe areas.

(34i) "Floodway" means the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the flood discharge. The term "floodway" is intended to designate an area of flowing, rather than standing, water.

(34s) "Foundation" means the structural system used to transfer the weight of the building to the earth.

Note: The foundation may include one or more components such as footings, piers, columns, slabs and walls.

(35) "Garage" means a structure used for storing motorized vehicles that has any more than 2 sides completely enclosed.

(36) "Gas appliance" means any device that uses gas as a fuel or raw material to produce light, heat, power, refrigeration or air conditioning.

(36m) "Groundfloor" means that level of a dwelling, below the first floor, located on a site with a sloping or multilevel grade and which has a portion of its floor line at grade.

(36r) "Guard" means a barrier erected to prevent a person from falling to a lower level.

(37) "Habitable room" means any room used for sleeping, living or dining purposes, excluding such enclosed places as kitchens, closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces, utility rooms, and similar spaces.

(37m) "Handrail" means a horizontal or sloping rail intended for grasping by a hand, for guidance or support or preventing a fall down a stair.

(38) "Hearth" means the floor area within the fire chamber of a fireplace.

(38m) "Hearth extension" means the surfacing applied to the floor area extending in front of and at the sides of the fireplace opening.

(40) "Heating load" is the estimated heat loss of each room or space to be heated, based on maintaining a selected indoor air temperature during periods of design outdoor weather conditions. The total heat load includes: the transmission losses of heat transmitted through the wall, floor, ceiling, glass or other surfaces; and either the infiltration losses or heat required to warm outdoor air used for ventilation.

Note: Infiltration losses include heat required to warm outside air which leaks through cracks and crevices, around doors and windows or through open doors and windows.

- (40m) "Hollow unit" means a masonry unit which has a net cross-sectional area parallel to the bearing face which is less than 75% of the gross cross-sectional area.
- (40t) "Incinerating toilet" means a self-contained device for the treatment of nonliquid carried wastes that deposits the wastes directly into a combustion chamber, reduces the solid portion to ash and evaporates the liquid portion.
- (41) "Independent inspection agency" means any person, firm, association, partnership or corporation certified by the department to perform certified inspections under this code.
- (42) "Initial construction" means the date of issuance of the Wisconsin uniform building permit.
- (43) "Insignia." See "Wisconsin insignia."
- (44) "Installation" means the assembly of a manufactured building on site and the process of affixing a manufactured building to land, a foundation, footing or an existing building.
- (46) "Kitchen" means an area used, or designed to be used, for the preparation of food.
- (46m) "Land disturbing construction activity" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in storm water runoff and lead to an increase in soil erosion and movement of sediment. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit or trench dewatering, filling and grading activities.
- (47) "Landing" means the level portion of a stairs located between flights of stairs or located at the top and base of a stairs.

89. _____ means that portion of the floodplain outside of the floodway that is at or below base flood elevation. The term "floodfringe" is intended to designate an area of standing, rather than flowing, water.

- a. Floodfringe area
- b. Floodplain
- c. Floodway
- d. Foundation

90. _____ means land which is subject to flooding which is at or below base flood elevation. The floodplain includes the floodway and floodfringe areas.

- a. Floodfringe area
- b. Floodplain
- c. Floodway
- d. Foundation

91. _____ means the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the flood discharge. The term "floodway" is intended to designate an area of flowing, rather than standing, water.

- a. Floodfringe area
- b. Floodplain
- c. Floodway
- d. Foundation

92. _____ means the structural system used to transfer the weight of the building to the earth.

- a. Floodfringe area
- b. Floodplain
- c. Floodway
- d. Foundation

93. _____ means a structure used for storing motorized vehicles that has any more than 2 sides completely enclosed.

- a. Garage
- b. Gas appliance
- c. Groundfloor
- d. Guard

94. _____ means any device that uses gas as a fuel or raw material to produce light, heat, power, refrigeration or air conditioning.

- a. Garage
- b. Gas appliance
- c. Groundfloor

d. Guard

95. _____ means that level of a dwelling, below the first floor, located on a site with a sloping or multilevel grade and which has a portion of its floor line at grade.

- a. Garage
- b. Gas appliance
- c. Groundfloor
- d. Guard

96. _____ means a barrier erected to prevent a person from falling to a lower level.

- a. Garage
- b. Gas appliance
- c. Groundfloor
- d. Guard

97. _____ means any room used for sleeping, living or dining purposes, excluding such enclosed places as kitchens, closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces, utility rooms, and similar spaces.

- a. Habitable room
- b. Hearth
- c. Hearth extension
- d. Heating load

98. _____ means the floor area within the fire chamber of a fireplace.

- a. Habitable room
- b. Hearth
- c. Hearth extension
- d. Heating load

99. _____ means the surfacing applied to the floor area extending in front of and at the sides of the fireplace opening.

- a. Habitable room
- b. Hearth
- c. Hearth extension
- d. Heating load

100. _____ is the estimated heat loss of each room or space to be heated, based on maintaining a selected indoor air temperature during periods of design outdoor weather conditions.

- a. Habitable room
- b. Hearth
- c. Hearth extension
- d. Heating load

101. _____ means a masonry unit which has a net cross-sectional area parallel to the bearing face which is less than 75% of the gross cross-sectional area.

- a. Hollow unit
- b. Incinerating toilet
- c. Independent inspection agency
- d. Initial construction

102. _____ means a self-contained device for the treatment of nonliquid carried wastes that deposits the wastes directly into a combustion chamber, reduces the solid portion to ash and evaporates the liquid portion.

- a. Hollow unit
- b. Incinerating toilet
- c. Independent inspection agency
- d. Initial construction

103. _____ means any person, firm, association, partnership or corporation certified by the department to perform certified inspections under this code.

- a. Hollow unit
- b. Incinerating toilet
- c. independent inspection agency

d. Initial construction

104. _____ means the date of issuance of the Wisconsin uniform building permit.

- a. Hollow unit
- b. Incinerating toilet
- c. Independent inspection agency
- d. Initial construction

105. _____ means the level portion of a stairs located between flights of stairs or located at the top and base of a stairs.

- a. Landing
- b. Installation
- c. Kitchen
- d. Land disturbing construction activity

106. _____ means the assembly of a manufactured building on site and the process of affixing a manufactured building to land, a foundation, footing or an existing building.

- a. Landing
- b. Installation
- c. Kitchen
- d. Land disturbing construction activity

107. _____ means an area used, or designed to be used, for the preparation of food.

- a. Landing
- b. Installation
- c. Kitchen
- d. Land disturbing construction activity

108. _____ means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in storm water runoff and lead to an increase in soil erosion and movement of sediment.

- a. Landing
- b. Installation
- c. Kitchen
- d. Land disturbing construction activity

(48) "Listed and listing" means equipment or building components which are tested by an independent testing agency and accepted by the department.

(49) "Live load" means the weight superimposed on the floors, roof and structural and nonstructural components of the dwelling through use and by snow, ice or rain.

(50) "Loft" means an upper room or floor which has at least 50% of the common wall open to the floor below. The opening may be infringed upon by an open guard constructed in compliance with s. SPS 321.04 (2), but not by a window or half-wall guard. All habitable rooms of lofts are open to the floor below.

(51) "Manufacture" means the process of making, fabricating, constructing, forming or assembling a product from raw, unfinished, semifinished or finished materials.

(52m) "Manufactured home" has the meaning as given in s. 101.91 (2), Stats.

Note: Section 101.91 (2), Stats., reads as follows:

(2) "Manufactured home" means any of the following:

(am) A structure that is designed to be used as a dwelling with or without a permanent foundation and that is certified by the federal department of housing and urban development as complying with the standards established under 42 USC 5401 to 5425.

(c) A mobile home, unless a mobile home is specifically excluded under the applicable statute.

Note: "Mobile home" is defined in section 101.91 (10), Stats., as follows: "'Mobile home' means a vehicle manufactured or assembled before June 15, 1976, designed to be towed as a single unit or in sections upon a highway by a motor vehicle and equipped and used, or intended to be used, primarily for human habitation, with walls of rigid uncollapsible construction, which has an overall length in excess of 45 feet. 'Mobile home' includes the mobile home structure, its plumbing, heating, air conditioning and electrical systems, and all appliances and all other equipment carrying a manufacturer's warranty."

(53) "Mechanical draft venting system" means a venting system for a gas burning appliance that is designed to remove flue or vent gases by mechanical means, such as a fan, which may consist of an induced draft portion under non-positive static pressure or a forced draft portion under positive static pressure.

(53f) "Modular home" has the meaning given in s. 101.71 (6), Stats.

Note: Section 101.71 (6) (a), Stats., reads as follows:

(a) "Modular home" means any structure or component thereof which is intended for use as a dwelling and:

1. Is of closed construction and fabricated or assembled on-site or off-site in manufacturing facilities for installation, connection, or assembly and installation, at the building site; or
2. Is a building of open construction which is made or assembled in manufacturing facilities away from the building site for installation, connection, or assembly and installation, on the building site and for which certification is sought by the manufacturer.

(b) "Modular home" does not mean any manufactured home under s. 101.91 or any building of open construction which is not subject to par. (a) 2.

Note: See s. SPS 320.07 (52m) for the definition of manufactured home.

(53m) "Multiple station smoke alarm" means an assembly that incorporates the smoke detector, the control equipment and the alarm-sounding device in one unit that is capable of being interconnected with one or more additional alarms so that the actuation of one alarm causes the operation of all interconnected alarms.

(54) A "multi-wythe wall" is a masonry wall composed of 2 or more wythes of masonry units tied or bonded together.

(55) "Municipality" means any city, village, town or county in this state.

(55m) "Naturally vented appliance" means an appliance with a venting system designed to remove flue or vent gases under non-positive static vent pressure entirely by natural draft.

(56) "Open construction" means any building, building component, assembly or system manufactured in such a manner that it can be readily inspected at the building site without disassembly, damage or destruction.

(57) "Owner" means any person having a legal or equitable interest in the dwelling.

(58) "Perm" means a unit of permeance which is measured in grains per (hour) (square foot) (inch of mercury vapor pressure difference).

Note: The lower the perm rating of a material is, the more difficult it is for water vapor to pass through it.

(59) "Pilaster" is a projection of masonry or a filled cell area of masonry for the purpose of bearing concentrated loads or to stiffen the wall against lateral forces.

(59m) "Porch" means an unenclosed exterior structure at or near grade attached or adjacent to the exterior wall of any building, and having a roof and floor.

(59p) "Primitive rural hunting cabin" has the meaning given in s. 101.61 (3), Stats.

Note: Section 101.61 (3), Stats., reads as follows:

(3) "Primitive rural hunting cabin" means a structure that satisfies all of the following:

- (a) The structure is not used as a home or residence.
- (b) The structure is used principally for recreational hunting activity.
- (c) The structure does not exceed 2 stories in height.
- (d) The structure satisfies any of the following:
 1. The structure was constructed before December 31, 1997.
 2. The structure results from alterations made to a structure described in subd. 1.
 3. The structure replaces a structure described in subd. 1.

(59t) "Privy" means an enclosed nonportable toilet into which non-water-carried human wastes are deposited to a subsurface storage chamber.

(60m) "Registered UDC inspection agency" means a person, business or entity that is registered with the department for the purpose of facilitating plan review, issuance of Wisconsin uniform building permits, and inspection of one- and 2-family dwellings in municipalities where the department has jurisdiction pursuant to s. 101.651 (3) (b), Stats.

109. _____ means equipment or building components which are tested by an independent testing agency and accepted by the department.

- a. Listed and listing
- b. Live load
- c. Loft
- d. Manufacture

110. _____ means the weight superimposed on the floors, roof and structural and nonstructural components of the dwelling through use and by snow, ice or rain.

- a. Listed and listing
- b. Live load
- c. Loft
- d. Manufacture

111. _____ means an upper room or floor which has at least 50% of the common wall open to the floor below. The opening may be infringed upon by an open guard constructed in compliance with s. SPS 321.04 (2), but not by a window or half-wall guard. All habitable rooms of lofts are open to the floor below.

- a. Listed and listing
 - b. Live load
 - c. Loft
 - d. Manufacture
112. _____ means the process of making, fabricating, constructing, forming or assembling a product from raw, unfinished, semifinished or finished materials.
- a. Listed and listing
 - b. Live load
 - c. Loft
 - d. Manufacture
113. _____ means any city, village, town or county in this state.
- a. Municipality
 - b. Mechanical draft venting system
 - c. Multiple station smoke alarm
 - d. multi-wythe wall
114. _____ means a venting system for a gas burning appliance that is designed to remove flue or vent gases by mechanical means, such as a fan, which may consist of an induced draft portion under non-positive static pressure or a forced draft portion under positive static pressure.
- a. Municipality
 - b. Mechanical draft venting system
 - c. Multiple station smoke alarm
 - d. multi-wythe wall
115. _____ means an assembly that incorporates the smoke detector, the control equipment and the alarm-sounding device in one unit that is capable of being interconnected with one or more additional alarms so that the actuation of one alarm causes the operation of all interconnected alarms.
- a. Municipality
 - b. Mechanical draft venting system
 - c. Multiple station smoke alarm
 - d. multi-wythe wall
116. A _____ is a masonry wall composed of 2 or more wythes of masonry units tied or bonded together.
- a. Municipality
 - b. Mechanical draft venting system
 - c. Multiple station smoke alarm
 - d. multi-wythe wall
117. _____ means a unit of permeance which is measured in grains per (hour) (square foot) (inch of mercury vapor pressure difference).
- a. Perm
 - b. Owner
 - c. Open construction
 - d. Naturally vented appliance
118. _____ means any person having a legal or equitable interest in the dwelling.
- a. Perm
 - b. Owner
 - c. Open construction
 - d. Naturally vented appliance
119. _____ means any building, building component, assembly or system manufactured in such a manner that it can be readily inspected at the building site without disassembly, damage or destruction.
- a. Perm
 - b. Owner
 - c. Open construction
 - d. Naturally vented appliance
120. _____ means an appliance with a venting system designed to remove flue or vent gases under non-positive static vent pressure entirely by natural draft.
- a. Perm

- b. Owner
- c. Open construction
- d. Naturally vented appliance

121. _____ is a projection of masonry or a filled cell area of masonry for the purpose of bearing concentrated loads or to stiffen the wall against lateral forces.

- a. Pilaster
- b. Porch
- c. Privy
- d. Registered UDC inspection agency

122. _____ means an unenclosed exterior structure at or near grade attached or adjacent to the exterior wall of any building, and having a roof and floor.

- a. Pilaster
- b. Porch
- c. Privy
- d. Registered UDC inspection agency

123. _____ means an enclosed nonportable toilet into which non-water-carried human wastes are deposited to a subsurface storage chamber.

- a. Pilaster
- b. Porch
- c. Privy
- d. Registered UDC inspection agency

124. _____ means a person, business or entity that is registered with the department for the purpose of facilitating plan review, issuance of Wisconsin uniform building permits, and inspection of one- and 2-family dwellings in municipalities where the department has jurisdiction pursuant to s. 101.651 (3) (b), Stats.

- a. Pilaster
- b. Porch
- c. Privy
- d. Registered UDC inspection agency

- (61) "Repair" means the act or process of restoring to original soundness, including redecorating, refinishing, nonstructural repairs or maintenance, or the replacement of existing fixtures, systems or equipment with the equivalent fixture, system or equipment.
- (62) "Shingle" means a unit of roof-covering material that has been manufactured to specific dimensions and is applied in overlapping fashion. "Shingle" includes all of the following:
- (a) "Fiberglass asphalt shingle" means a type of shingle with an internal mat composed of nonwoven, resin-bonded glass fibers, that is impregnated and coated with asphalt.
- (b) "Laminated shingle" means a shingle with a second layer of asphalt and mat laminated to the first layer, usually in a design pattern to simulate the dimensional appearance of natural slate or wood shakes.
- (c) "Organic asphalt shingle" means a shingle with an internal mat composed of organic fibers, such as cellulose, that is saturated and coated with asphalt.
- (d) "Strip shingle" means a rectangular shingle that relies either on a sealant or on a combination of weight and stiffness to resist wind uplift, rather than using interlocking tabs.
- (63) A "single-wythe wall" is a masonry wall consisting of one unit of thickness.
- (64) A "smoke chamber" is that part of a fireplace which acts as a funnel to compress the smoke and gases from the fire so that they will enter the chimney above.
- (65) A "smoke pipe" is a connector between the solid or liquid fuel-burning appliance and the chimney.
- (65m) "Solid unit" means a masonry unit which has a net cross-sectional area parallel to the bearing face which is 75% or more of the gross cross-sectional area.
- (65r) "Stabilized" means the condition where vegetation is established or other practices are in place on exposed soil surfaces so as to reduce erosion.
- (66) "Stair," "stairs," or "stairway" means one or more risers and the necessary treads, which form a continuous passage from one elevation to another. Multiple stairways can be connected by platforms and landings.
- (68) A "story" is that portion of a building located above the basement, between the floor and the ceiling.

- (69) A "stove" is a nonportable solid-fuel-burning, vented, non-ducted heat-producing appliance located in the space that it is intended to heat. This definition does not include cooking appliances.
- (70) "Stovepipe." Same as smoke pipe.
- (71) "Strain" means a change in the physical shape of a material caused by stress.
- (72) "Stress" means internal resistance to an external force expressed in load per unit area; stresses acting perpendicular (compression or tension) to the surface, shear stresses acting in the plane of the surface, or bending stresses which cause curving.
- (73) "Structural analysis" is a branch of the physical sciences which uses the principles of mechanics in analyzing the impact of loads and forces and their effect on the physical properties of materials in the form of internal stress and strain.
- (75) The "throat" of a fireplace is the slot-like opening above the firebox through which flames, smoke and other products of combustion pass into the smoke chamber.
- (75m) "UDC" means chs. SPS 320 to 325, the Wisconsin uniform dwelling code.
- (76) "Vent" means a vertical flue or passageway to vent fuel-burning appliances.
- (77) A "vent connector" is a connector between a fuel-burning appliance and the chimney or vent.
- (77f) "Water-resistive barrier" means a material, including flashing, behind an exterior wall covering that is intended to resist liquid water that has penetrated behind the permanent weather-resistant finish from further intruding into the exterior wall assembly.
- (77m) "Waters of the state" includes those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface waters or groundwaters, natural or artificial, public or private, within the state or its jurisdiction.
- (78) "Window" means a glazed opening in an exterior wall, including glazed portions of doors, within a conditioned space.
- (78m) "Wisconsin Administrative Permit" means a permit issued by a municipality that does not conduct inspections or plan reviews under this code.
- (79) "Wisconsin insignia" means a device or seal approved by the department to certify compliance with this code.

125. _____ means the act or process of restoring to original soundness, including redecorating, refinishing, nonstructural repairs or maintenance, or the replacement of existing fixtures, systems or equipment with the equivalent fixture, system or equipment.

- a. Repair
- b. Shingle
- c. Single-wythe wall
- d. smoke chamber

126. _____ means a unit of roof-covering material that has been manufactured to specific dimensions and is applied in overlapping fashion.

- a. Repair
- b. Shingle
- c. Single-wythe wall
- d. smoke chamber

127. _____ is a masonry wall consisting of one unit of thickness.

- a. Repair
- b. Shingle
- c. Single-wythe wall
- d. smoke chamber

128. _____ is that part of a fireplace which acts as a funnel to compress the smoke and gases from the fire so that they will enter the chimney above.

- a. Repair
- b. Shingle
- c. Single-wythe wall
- d. smoke chamber

129. _____ means a type of shingle with an internal mat composed of nonwoven, resin-bonded glass fibers, that is impregnated and coated with asphalt.

- a. Fiberglass asphalt shingle
- b. Laminated shingle
- c. Organic asphalt shingle
- d. Strip shingle

130. _____ means a shingle with a second layer of asphalt and mat laminated to the first layer, usually in a design pattern to simulate the dimensional appearance of natural slate or wood shakes.

- a. Fiberglass asphalt shingle
- b. Laminated shingle
- c. Organic asphalt shingle
- d. Strip shingle

131. _____ means a shingle with an internal mat composed of organic fibers, such as cellulose, that is saturated and coated with asphalt.

- a. Fiberglass asphalt shingle
- b. Laminated shingle
- c. Organic asphalt shingle
- d. Strip shingle

132. _____ means a rectangular shingle that relies either on a sealant or on a combination of weight and stiffness to resist wind uplift, rather than using interlocking tabs.

- a. Fiberglass asphalt shingle
- b. Laminated shingle
- c. Organic asphalt shingle
- d. Strip shingle

133. _____ is a connector between the solid or liquid fuel-burning appliance and the chimney.

- a. smoke pipe
- b. Solid unit
- c. Stabilized
- d. Stair, stairs, or stairway

134. _____ means a masonry unit which has a net cross-sectional area parallel to the bearing face which is 75% or more of the gross cross-sectional area.

- a. smoke pipe
- b. Solid unit
- c. Stabilized
- d. Stair, stairs, or stairway

135. _____ means the condition where vegetation is established or other practices are in place on exposed soil surfaces so as to reduce erosion.

- a. smoke pipe
- b. Solid unit
- c. Stabilized
- d. Stair, stairs, or stairway

136. _____ means one or more risers and the necessary treads, which form a continuous passage from one elevation to another. Multiple stairways can be connected by platforms and landings.

- a. smoke pipe
- b. Solid unit
- c. Stabilized
- d. Stair, stairs, or stairway

137. A _____ is that portion of a building located above the basement, between the floor and the ceiling.

- a. story
- b. stove
- c. Stovepipe
- d. Strain

138. A _____ is a nonportable solid-fuel-burning, vented, non-ducted heat-producing appliance located in the space that it is intended to heat. This definition does not include cooking appliances.

- a. story
- b. stove

- c. Stovepipe
 - d. Strain
139. _____ Same as smoke pipe.
- a. story
 - b. stove
 - c. Stovepipe
 - d. Strain
140. _____ means a change in the physical shape of a material caused by stress.
- a. story
 - b. stove
 - c. Stovepipe
 - d. Strain
141. _____ means internal resistance to an external force expressed in load per unit area; stresses acting perpendicular (compression or tension) to the surface, shear stresses acting in the plane of the surface, or bending stresses which cause curving.
- a. Stress
 - b. Structural analysis
 - c. throat
 - d. UDC
142. _____ is a branch of the physical sciences which uses the principles of mechanics in analyzing the impact of loads and forces and their effect on the physical properties of materials in the form of internal stress and strain.
- a. Stress
 - b. Structural analysis
 - c. throat
 - d. UDC
143. The _____ of a fireplace is the slot-like opening above the firebox through which flames, smoke and other products of combustion pass into the smoke chamber.
- a. Stress
 - b. Structural analysis
 - c. throat
 - d. UDC
144. _____ means chs. SPS 320 to 325, the Wisconsin uniform dwelling code.
- a. Stress
 - b. Structural analysis
 - c. throat
 - d. UDC
145. _____ means a material, including flashing, behind an exterior wall covering that is intended to resist liquid water that has penetrated behind the permanent weather-resistant finish from further intruding into the exterior wall assembly.
- a. Water-resistive barrier
 - b. vent connector
 - c. Vent
 - d. Waters of the state
146. A _____ is a connector between a fuel-burning appliance and the chimney or vent.
- a. Water-resistive barrier
 - b. vent connector
 - c. Vent
 - d. Waters of the state
147. _____ means a vertical flue or passageway to vent fuel-burning appliances.
- a. Water-resistive barrier
 - b. vent connector
 - c. Vent
 - d. Waters of the state

148. _____ includes those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface waters or groundwaters, natural or artificial, public or private, within the state or its jurisdiction.
- Water-resistive barrier
 - vent connector
 - Vent
 - Waters of the state
149. _____ means a glazed opening in an exterior wall, including glazed portions of doors, within a conditioned space.
- Window
 - Wisconsin Administrative Permit
 - Wisconsin insignia
 - none of the above
150. _____ means a permit issued by a municipality that does not conduct inspections or plan reviews under this code.
- Window
 - Wisconsin Administrative Permit
 - Wisconsin insignia
 - none of the above
151. _____ means a device or seal approved by the department to certify compliance with this code
- Window
 - Wisconsin Administrative Permit
 - Wisconsin insignia
 - none of the above

Subchapter IV — Approval and Inspection of One- and 2-Family Dwellings

SPS 320.08 Wisconsin uniform building permit.

- (1) WHERE REQUIRED. Except as provided under s. SPS 320.09 (9) (b), a Wisconsin uniform building permit shall be obtained from the municipality administering and enforcing this code or from a registered UDC inspection agency administering and enforcing this code in a municipality where the department has jurisdiction pursuant to s. 101.651 (3) (b), Stats., before any on-site construction, including excavation for a structure, may begin.
- (2) INSPECTIONS. A person who obtains a Wisconsin uniform building permit from a registered UDC inspection agency shall retain the same agency to conduct the inspections for the project under s. SPS 320.10.

Note: Section SPS 320.09 (9) (b) permits the issuance of a footing and foundation permit prior to the issuance of the Wisconsin uniform building permit.

152. Wisconsin uniform building permit shall be obtained from the municipality administering and enforcing this code or from a registered UDC inspection agency administering and enforcing this code in a municipality where the department has jurisdiction pursuant to s. 101.651 (3) (b), Stats., before any on-site construction, _____ excavation for a structure, may begin.

- excluding
- allowing
- including
- none of the above

153. A person who obtains a Wisconsin uniform building permit from a registered UDC inspection agency shall retain _____ to conduct the inspections for the project under s. SPS 320.10.

- a different agency
- the same agency
- municipality
- the state

SPS 320.09 Procedure for obtaining uniform building permit.

- (1) APPLICATION.** Application for a Wisconsin uniform building permit shall be on forms obtained from the department, the municipality or the authorized UDC inspection agency administering and enforcing this code. No application shall be accepted that does not contain all the information requested on the form.

Note: See ch. SPS 325 Appendix A for a copy of the Wisconsin uniform building permit and application.

Note: Any municipality exercising jurisdiction may require reasonable supplementary information not contained on the Wisconsin building permit application.

(2) FILING OF PERMIT APPLICATIONS.

(a) Construction or installation of a dwelling.

1. A Wisconsin uniform building permit application for the construction or installation of a dwelling shall be filed with the municipality or the authorized UDC inspection agency administering and enforcing this code.
2. Pursuant to s. 101.63 (7m), Stats., each municipality shall contact the department to register and enroll in the department's online building permit system. Municipalities or its contracted agent shall then file all building permits in the format acceptable to the department no later than the 15th of the following month after the date the permit was issued.

Note: To register for the electronic building permit process the department may be contacted by telephone at (608) 266-2112, or via email at DSPSSBUDCTech@wisconsin.gov.

3. If the municipality administering and enforcing this code fails to file the electronic permit form information by the end of the first month following the date of issuance, the municipality, or the contracted inspection agency of that municipality shall refund to the person to whom the building permit was issued the amount of the permit fees less the fee paid to the state for the Wisconsin uniform building permit seal.
4. The Wisconsin uniform building permit shall not be issued nor shall the permit information be submitted electronically to the department prior to the receipt of all completed forms, fees, plans, and documents required to process the application and completion of other local prerequisite permitting requirements.

Note: The department requires copies of permits that are issued for new dwelling construction or installation only. Permits issued for additions, alterations, accessory buildings, etc., should not be filed with the department.

(b) Additions, alterations and repairs.

1. When required by local ordinance, permit applications for additions, alterations and repairs shall be filed with municipalities and counties in accordance with their adopted ordinances.
- Note:** The Department of Safety and Professional Services requires copies of permits that are issued for new dwelling construction only. Any permits issued for additions, alterations, repairs, garage construction, etc. are not required to be filed with the department.
2. Pursuant to s. 101.65 (1m), Stats., a building permit required under subd. 1. may not be issued unless the conditions of sub. (5) (c) are satisfied, except as provided under s. 101.654 (1) (b), Stats.
3. Building permits for additions, alterations and repairs are not required in municipalities where the department has jurisdiction under s. 101.651 (3) (b), Stats.

(c) General requirements.

1. The permit application shall be reviewed by a certified UDC inspector.
2. A permit may be issued only after approval of the requirements under this section by a certified UDC inspector.
3. Dwellings for which a permit has been issued shall be inspected in accordance with s. SPS 320.10.

154. Application for a Wisconsin uniform building permit shall be on forms obtained from the _____ administering and enforcing this code.

- a. department
- b. the municipality
- c. the authorized UDC inspection agency
- d. any of the above

155. Municipalities or its contracted agent shall then file all building permits in the format acceptable to the department no later than the _____ of the following month after the date the permit was issued.

- a. 10th
- b. 15th
- c. 20th
- d. 25th

156. If the municipality administering and enforcing this code fails to file the electronic permit form information by the end of the first month following the date of issuance, the municipality, or the contracted inspection agency of that municipality shall refund to the person to whom the building permit was issued the amount of the permit fees _____ the fee paid to the state for the Wisconsin uniform building permit seal.

- a. including
- b. less
- c. both a or b
- d. none of the above

157. When required by local ordinance, permit applications for additions, alterations and repairs shall be filed with _____ in accordance with their adopted ordinances.

- a. municipalities
- b. counties
- c. both a & b
- d. none of the above

158. Building permits for additions, alterations and repairs _____ required in municipalities where the department has jurisdiction under s. 101.651 (3) (b), Stats.

- a. are
- b. are not
- c. might be
- d. none of the above

(3) FEES.

(a) Municipal fees.

1. The municipality shall, by ordinance, determine fees to cover expenses of plan examination, inspection and the issuance of the Wisconsin uniform building permit.
2. The municipality shall purchase a Wisconsin uniform building permit seal from the department for each new dwelling in accordance with s. SPS 302.34.

(b) Inspection agency fees.

1. UDC inspection agency fees shall be determined by contract between the municipality and the agency or between the department and the agency, where the agency has been authorized to conduct inspections on behalf of the department.
2. A UDC inspection agency shall purchase a Wisconsin uniform building permit seal from the department in accordance with s. SPS 302.34.

(4) PLAN SUBMITTALS. At least 2 sets of plans for all one- and 2-family dwellings shall be submitted to the municipality or authorized UDC inspection agency administering and enforcing this code, for examination and approval at the time the Wisconsin uniform building permit application is filed.

(5) REQUIRED PLANS. The required building plans shall be legible and drawn to scale or dimensioned and shall include all of the following:

(a) Site plan. The site plan shall show all of the following:

1. The location of the dwelling and any other buildings, wells, surface waters and dispersal systems on the site with respect to property lines and surface waters adjacent to the site.
2. The areas of land-disturbing construction activity and the location of all erosion and sediment control measures to be employed in order to comply with s. SPS 321.125.
3. The pre-construction ground surface slope and direction of runoff flow within the proposed areas of land disturbance.

(b) Floor plan.

1. Floor plans shall be provided for each floor.
2. The following features shall be included on all floor plans:
 - a. The size and location of all rooms, doors, windows, structural features, exit passageways and stairs.
 - b. The use of each room.
 - c. The location of plumbing fixtures, chimneys, heating and cooling appliances, and a heating distribution layout.
 - d. The location and construction details of wall bracing on each building side and floor level. The details may consist of the Wall Bracing Compliance Worksheet or a legend showing which wall bracing method is used and the lengths or number of braced wall panels and demarcation of the circumscribed rectangles if more than one is used.

(c) Elevations. The elevations shall show all of the following:

1. The exterior appearance of the building, including the type of exterior materials.
2. The location, size and configuration of doors, windows, roof, chimneys, exterior grade, footings and foundation walls.

159. The municipality shall, by _____, determine fees to cover expenses of plan examination, inspection and the issuance of the Wisconsin uniform building permit.

- a. policy
- b. ordinance
- c. regulation
- d. rule

160. A UDC inspection agency shall purchase a Wisconsin uniform building permit seal from the _____ in accordance with s. SPS 302.34.

- a. town
- b. city
- c. village
- d. department

161. At least _____ sets of plans for all one- and 2-family dwellings shall be submitted to the municipality or authorized UDC inspection agency administering and enforcing this code

- a. one
- b. two
- c. three
- d. none of the above

162. The required building plans shall be legible and drawn to scale or dimensioned and shall include the following:

- a. site plan
- b. floor plan
- c. elevations
- d. all of the above

(6) REQUIRED DATA.

- (a) All plans submitted for approval shall be accompanied by sufficient data, calculations and information to determine if the dwelling will meet the requirements of this code.
- (b) The data and information for determining compliance with the energy conservation standards shall be submitted in a format approved by the department.
- (c) Except as required under s. SPS 321.33, a municipality exercising jurisdiction may not require plans or calculations to be stamped or sealed by an architect or engineer.
- (d) The name of the initial downstream receiving water of the state from the dwelling shall be identified, regarding erosion and sediment control.

(7) MASTER PLANS.

- (a) Where a dwelling is intended to be identically and repetitively constructed at different locations, a master plan may be submitted for approval.
- (b) The plans shall include plans and data as required under subs. (5) and (6).
- (c) If the plans conform to the provisions of the code, an approval and a master plan number shall be issued.
- (d) The number issued may be used in lieu of submitting building plans for each location.
- (e) A plot plan shall be submitted for each location at the time of application for the Wisconsin uniform building permit.

(8) APPROVAL OF PLANS.

- (a) If the municipality or authorized UDC inspection agency administering and enforcing the code determines that the plans submitted for a one- or 2-family dwelling substantially conform to the provisions of this code and other legal requirements, an approval shall be issued.
- (b) The plans shall be stamped "conditionally approved" by a certified inspector who holds the respective credential for the plans reviewed.
- (c) One copy shall be returned to the applicant and one copy shall be retained by the municipality or authorized UDC inspection agency administering and enforcing this code.
- (d) The conditions of approval shall be indicated by a letter or on the permit.
- (e) All conditions of the approval shall be met during construction.

163. Required data include:

- a. The data and information for determining compliance with the energy conservation standards shall be submitted in a format approved by the department.
- b. The name of the initial downstream receiving water of the state from the dwelling shall be identified, regarding erosion and sediment control.

c. All plans submitted for approval shall be accompanied by sufficient data, calculations and information to determine if the dwelling will meet the requirements of this code.

d. all of the above

164. Approval of plans include:

a. The plans shall be stamped "conditionally approved" by a certified inspector who holds the respective credential for the plans reviewed.

b. If the municipality or authorized UDC inspection agency administering and enforcing the code determines that the plans submitted for a one- or 2-family dwelling substantially conform to the provisions of this code and other legal requirements, an approval shall be issued.

c. One copy shall be returned to the applicant and one copy shall be retained by the municipality or authorized UDC inspection agency administering and enforcing this code.

d. all of the above

(9) ISSUANCE AND POSTING OF PERMITS.

(a) Uniform building permit.

1. The Wisconsin uniform building permit shall be issued if the requirements for filing and fees are satisfied and the plans have been conditionally approved.

2. Pursuant to s. 101.65 (1m), Stats., a Wisconsin uniform building permit may not be issued to a person unless the person complies with subds. 3. and 4., except as provided under s. 101.654 (1) (b) and (c) 2., Stats.

Note: Section 101.654 (1) (b), Stats., exempts an owner of a dwelling who resides or will reside in the dwelling and who applies for a building permit to perform work on the dwelling from obtaining a dwelling contractor financial responsibility registration. Under s. 101.65 (1r), an owner who obtains a building permit needs to sign a statement advising the owner of the potential consequences of hiring a contractor to perform work under the permit who is not bonded or insured under s. 101.654 (2) (a), Stats.

Note: Section 101.654 (1) (c) 2., Stats., reads: "The continuing education requirements under par. (a) and the rules promulgated by the department under sub. (1m) do not apply to any person who holds a current license issued by the department at the time that the person obtains a building permit if the work the person does under the permit is work for which the person is licensed."

3. A person applying for a Wisconsin uniform building permit for work covered under ch. SPS 321 or 322 who is not the owner who resides or will reside in the dwelling shall hold one of the following credentials issued by the department:

a. A dwelling contractor certification.

b. A dwelling contractor — restricted certification.

c. A dwelling contractor financial responsibility certification.

d. A dwelling contractor financial responsibility — restricted certification.

4. A person applying for a Wisconsin uniform building permit for work covered under ch. SPS 321 or 322 who is not the owner who resides or will reside in the dwelling shall hold or engage, as an employee, a person who holds a certification issued by the department as a dwelling contractor qualifier.

5. The permit shall expire 24 months after issuance if the dwelling exterior has not been completed.

6. Pursuant to s. 101.63 (7), Stats., the name and license number of the Wisconsin master plumber responsible for the installation of plumbing shall be entered on the permit by the issuing entity at the time of issuance.

(b) Permit to start construction of footings and foundation.

1. Construction may begin on footings and foundations prior to the issuance of the Wisconsin uniform building permit where a permit to start construction is obtained.

2. Upon submittal of the application for a permit to start construction, a plot plan, complete footing and foundation information including exterior grading, and a fee, the municipality or authorized UDC inspection agency enforcing this code may issue a permit to start construction of the footings and foundation.

3. The issuance of a permit to start construction shall not influence the approval or denial of the Wisconsin uniform building permit application.

(c) Private onsite wastewater treatment systems. Pursuant to s. 145.195, Stats., if the proposed construction requires connection to a private onsite wastewater treatment system, a Wisconsin uniform building permit may not be issued unless conformance with s. SPS 383.25 (2) has first been determined.

Note: See ch. SPS 325 Appendix A for a reprint of s. SPS 383.25 (2).

(d) Posting of permit.

1. The Wisconsin uniform building permit shall be posted in a conspicuous place at the dwelling site.

2. The Wisconsin uniform building permit seal shall be affixed to the posted permit or to the Wisconsin uniform building permit application. The permit seal number shall appear on both documents.

165. Note: Section 101.654 (1) (b), Stats., exempts an owner of a dwelling who _____ in the dwelling and who applies for a building permit to perform work on the dwelling from obtaining a dwelling contractor financial responsibility registration.
- resides
 - will reside
 - both a or b
 - none of the above
166. The permit shall expire _____ months after issuance if the dwelling exterior has not been completed.
- 12
 - 24
 - 36
 - 48
167. The name and license number of the Wisconsin _____ responsible for the installation of plumbing shall be entered on the permit by the issuing entity at the time of issuance.
- master electrician
 - heating contractor
 - master plumber
 - all of the above
168. Permit to start construction of footings and foundation include:
- Construction may begin on footings and foundations prior to the issuance of the Wisconsin uniform building permit where a permit to start construction is obtained.
 - Upon submittal of the application for a permit to start construction, a plot plan, complete footing and foundation information including exterior grading, and a fee, the municipality or authorized UDC inspection agency enforcing this code may issue a permit to start construction of the footings and foundation.
 - The issuance of a permit to start construction shall not influence the approval or denial of the Wisconsin uniform building permit application.
 - all of the above
169. if the proposed construction requires connection to a private onsite wastewater treatment system, a Wisconsin uniform building permit may not be issued unless conformance with s. SPS _____ (2) has first been determined.
- 381.25
 - 382.25
 - 383.25
 - none of the above
170. Posting of permit must include:
- The Wisconsin uniform building permit shall be posted in a conspicuous place at the dwelling site.
 - The Wisconsin uniform building permit seal shall be affixed to the posted permit or to the Wisconsin uniform building permit application.
 - The permit seal number shall appear on both documents.
 - all of the above

(10) DISAPPROVAL OF PLANS AND DENIAL OF PERMITS.

- (a) General.** Approval shall be denied if the municipality or authorized UDC inspection agency administering and enforcing this code determines that the Wisconsin uniform building permit application or the plans do not substantially conform to the provisions of this code and other legal requirements.
- (b) Denial of application.** A copy of the denied application, accompanied by a written statement specifying the reasons for denial, shall be sent to the applicant and to the owner as specified on the Wisconsin uniform building permit application.
- (c) Stamping of plans.**
- Plans which do not substantially conform to the provisions of the code shall be stamped "not approved."
 - One copy shall be returned to the person applying for the Wisconsin uniform building permit and one copy shall be retained by the municipality or authorized UDC inspection agency administering and enforcing the code.

(d) *Appeals.* The applicant may appeal a denial of the application in accordance with the procedure outlined in s. SPS 320.21.

(11) **TIME-SPAN FOR APPROVAL OR DENIAL.** Action to approve or deny a uniform building permit application shall be completed within 10 business days of receipt of all forms, fees, plans and documents required to process the application, and completion of other local prerequisite permitting requirements.

171. Approval shall be denied if the _____ administering and enforcing this code determines that the Wisconsin uniform building permit application or the plans do not substantially conform to the provisions of this code and other legal requirements.

- a. municipality
- b. authorized UDC inspection agency
- c. both a or b
- d. none of the above

172. A copy of the denied application, accompanied by a written statement specifying the reasons for denial, shall be sent to the _____ as specified on the Wisconsin uniform building permit application.

- a. applicant
- b. owner
- c. both a & b
- d. none of the above

173. **TIME-SPAN FOR APPROVAL OR DENIAL.** Action to approve or deny a uniform building permit application shall be completed within _____ business days of receipt of all forms, fees, plans and documents required to process the application, and completion of other local prerequisite permitting requirements.

- a. 2
- b. 5
- c. 10
- d. 15

SPS 320.10 Inspections.

(1) **INSPECTOR CERTIFICATION.** All inspections, for the purpose of administering and enforcing this code, shall be performed by an inspector certified in accordance with ch. SPS 305 who holds the respective credential for the inspection performed.

(2) **GENERAL INSPECTION REQUIREMENTS.**

(a) *General.* Inspections shall be conducted by the municipality or authorized UDC inspection agency administering and enforcing this code to determine if the construction or installations conform to the conditionally approved plans, the Wisconsin uniform building permit application and the provisions of this code.

(b) *Inspection notice.*

- 1. The applicant or an authorized representative shall request inspections from the municipality or authorized UDC inspection agency administering and enforcing this code.
- 2. Except as provided under subd. 3., construction may not proceed beyond the point of inspection until the inspection has been completed.
- 3. Construction may proceed if the inspection has not taken place by the end of the second business day following the day of notification or as otherwise agreed between the applicant and the municipality or authorized UDC inspection agency.

174. **INSPECTOR CERTIFICATION.** All inspections, for the purpose of administering and enforcing this code, shall be performed by an inspector certified in accordance with ch. _____ who holds the respective credential for the inspection performed.

- a. SPS 303
- b. SPS 304
- c. SPS 305
- d. SPS 306

175. Construction may proceed if the inspection has not taken place by the end of the _____ business day following the day of notification.

- a. second

- b. third
- c. fourth
- d. none of the above

(3) INSPECTION TYPES.

(a) General. The inspections described in pars. (b) to (i) shall be performed to determine if the work complies with this code.

(b) Erosion control inspection. Erosion control inspections shall be performed concurrently with all other required construction inspections. Additional inspections for erosion control may be performed by the delegated authority.

(c) Foundation excavation inspection.

1. The excavation for the foundation shall be inspected after the placement of any forms or required reinforcement and prior to the placement of the permanent foundation material.

2. If a drain tile system is required, by the local inspector or by groundwater levels in the excavation, the presence and location of bleeders used to connect the interior and exterior drain tile shall be inspected at the same time as the excavation.

Note: This excavation inspection may be used to determine the need for drain tile under s. SPS 321.17.

(d) Foundation reinforcement inspection. The placement of reinforcement shall be inspected where the reinforcement is required for code compliance.

(e) Foundation inspection. The foundation shall be inspected after completion. Where damp proofing, exterior insulation or drain tile are required for code compliance, the foundation shall be inspected prior to backfilling.

(f) Rough inspection.

1.

a. The basement floor area.

Note: The inspection of the basement floor area should include the following: any underfloor plumbing, electrical, or HVAC; any interior drain tile with base course required under s. SPS 321.17; the structural base course for the floor slab if required under s. SPS 321.20; and the underfloor vapor retarder as required under s. SPS 322.38.

b. General construction, including framing.

c. Rough electrical.

d. Rough plumbing.

e. Rough heating, ventilating and air conditioning.

2. All categories of work for rough inspections may be completed before the notice for inspection is given, provided the work has not been covered.

3. The applicant may request one rough inspection or individual rough inspections.

4. A separate fee may be charged for each individual inspection.

(g) Insulation inspection. An inspection shall be made of the insulation and vapor retarders after they are installed but before they are concealed.

(h) Final inspection.

1. Except as provided under subd. 2., the dwelling may not be occupied until a final inspection has been made that finds no critical violations of this code that could reasonably be expected to affect the health or safety of a person using the dwelling.

2. Occupancy may proceed in accordance with local ordinances if the inspection has not been completed by the end of the fifth business day following the day of notification or as otherwise agreed between the applicant and the department or municipality.

(i) Installation inspection. An inspection shall be performed on the installation of a manufactured home or modular home.

Note: The design and construction of manufactured homes is regulated by the federal Department of Housing and Urban Development under Title 24 CFR Part 3280.

176. The dwelling may not be occupied until a _____ inspection has been made that finds no critical violations of this code that could reasonably be expected to affect the health or safety of a person using the dwelling.

- a. final
- b. rough
- c. foundation
- d. insulation

177. An inspection shall be made of the _____ and vapor retarders after they are installed but before they are concealed.

- a. final
- b. rough
- c. foundation
- d. insulation

178. A _____ inspection shall be performed for each inspection category listed under subd. 1. a. to e. after the rough work is constructed but before it is concealed.

- a. final inspection
- b. rough
- c. foundation
- d. insulation inspection

179. The _____ shall be inspected after completion. Where damp proofing, exterior insulation or drain tile are required for code compliance, the foundation shall be inspected prior to backfilling.

- a. final inspection
- b. rough
- c. foundation
- d. insulation inspection

(4) NOTICE OF COMPLIANCE OR NONCOMPLIANCE.

(a) General.

1. Notice of compliance or noncompliance with this code shall be written on the building permit or another readily visible means and posted at the job site. Alternatively, the notice may be delivered electronically if mutually agreed upon by the applicant and inspector.
2. Upon finding of noncompliance, the municipality or authorized UDC inspection agency enforcing this code shall also notify the applicant of record and the owner, in writing, of the violations to be corrected. Alternatively, the notification may be delivered electronically if mutually agreed upon by the applicant and inspector.
3. Except as specified under par. (b), the municipality or authorized UDC inspection agency shall order all cited violations corrected within 30 days after written notification, unless an extension of time is granted under s. SPS 320.21.

(b) Erosion and sediment control requirements.

1. The time period allowed for compliance with the erosion and sediment control provisions under s. SPS 321.125 shall be determined based on the severity of the noncompliance in relation to soil loss or potential damage to the waters of the state.
2. Pursuant to s. 101.653 (7) (b), Stats., the department, a municipality or the designated UDC inspection agency may issue a special order directing an immediate cessation of construction work on other aspects of the dwelling until compliance with the erosion and sediment control provisions under s. SPS 321.125 is attained. Construction work may resume once the erosion and sediment control compliance corrections are completed.

Note: Section 101.653 (7) (b) reads: "The department or a city, village, town or county may issue a special order directing the immediate cessation of work on a one- or 2-family dwelling until the necessary plan approval is obtained or until the site complies with the rules promulgated under sub. (2)."

180. The municipality or authorized UDC inspection agency shall order all cited violations corrected within _____ days after written notification

- a. 7
- b. 2
- c. 30
- d. 14

181. Upon finding of noncompliance, the municipality or authorized UDC inspection agency enforcing this code shall also notify the _____, in writing, of the violations to be corrected.

- a. applicant of record
- b. the owner
- c. both a & b
- d. both a or b

SPS 320.10 Inspections.

- (5) **VOLUNTARY INSPECTION.** The department or its authorized representative may, at the request of the owner or the lawful occupant, enter and inspect dwellings, subject to the provisions of this code, to ascertain compliance with this code.
- (6) **RECORD KEEPING.**
- (a) *Municipal enforcement.* Municipalities that have adopted an ordinance to enforce this code shall maintain records in accordance with all of the following:
1. A record shall be made of each visit to a site, each inspection type performed and the pass or fail results of each inspection.
 2. Approved plans shall be retained for 4 years after completion of the dwelling.
 3. Applications forms, correction orders, correspondence and inspection records shall be maintained for 7 years after completion of the dwelling.
- (b) *State enforcement.* Inspectors working under state contract shall maintain records in accordance with the provisions of the contract that was in effect at the time the inspections were completed.

Note: Records generated by the plan review and inspection functions are public records and are subject to the open-records law.

SPS 320.11 Suspension or revocation of Wisconsin uniform building permit.

- (1)
- (a) The municipality or the registered UDC inspection agency administering and enforcing this code may suspend or revoke any Wisconsin uniform building permit where it appears that the permit or approval was obtained through fraud or deceit, where the applicant has willfully refused to correct a violation order or where the inspector is denied access to the premises.
- (b) No construction may take place on the dwelling after suspension or revocation of the permit.
- (2) Any person aggrieved by a determination made by the department, a municipality or a registered UDC inspection agency may appeal the decision in accordance with s. SPS 320.21.

182. Municipalities that have adopted an ordinance to enforce this code shall maintain records in accordance with all of the following: A record shall be made of _____.

- a. each visit to a site
- b. each inspection type performed
- c. the pass or fail results of each inspection.
- d. all of the above

183. Municipalities that have adopted an ordinance to enforce this code shall maintain records in accordance with all of the following: Approved plans shall be retained for _____ years after completion of the dwelling.

- a. 2
- b. 4
- c. 7
- d. 10

184. Municipalities that have adopted an ordinance to enforce this code shall maintain records in accordance with all of the following: Applications forms, correction orders, correspondence and inspection records shall be maintained for _____ years after completion of the dwelling.

- a. 2
- b. 4
- c. 7
- d. 10

185. The municipality or the registered UDC inspection agency administering and enforcing this code may suspend or revoke any Wisconsin uniform building permit where it appears that the permit or approval was obtained through_____.

- a. fraud or deceit
- b. where the applicant has willfully refused to correct a violation order
- c. where the inspector is denied access to the premises
- d. all of the above

186. No construction may take place on the dwelling after _____ of the permit.

- a. suspension
- b. revocation
- c. both a or b
- d. none of the above

187. Note: Records generated by the plan review and inspection functions are _____.

- a. public records
- b. subject to the open-records law
- c. both a & b
- d. none of the above

188. The department or its authorized representative may, at the request of the _____, enter and inspect dwellings, subject to the provisions of this code, to ascertain compliance with this code.

- a. owner
- b. lawful occupant
- c. both a or b
- d. none of the above

Subchapter VI — Approval of Products

SPS 320.18 Building product approvals.

(1) VOLUNTARY APPROVAL.

(a) Materials, equipment and products regulated by this code may receive a written approval from the department indicating code compliance.

(b)

1. Approval of materials, equipment and products shall be based on sufficient data, tests and other evidence that prove the material, equipment or product is in compliance with the standards specified in this code.
2. Tests, compilation of data, and calculations for materials, equipment and products shall be conducted by a qualified independent third party.

(2) ALTERNATE APPROVAL.

(a) Materials, equipment and products which meet the intent of this code and which are not approved under sub. (1) shall be permitted if approved in writing by the department.

(b)

1. Approval of materials, equipment and products shall be based on sufficient data, tests and other evidence that prove the material, equipment or product meets the intent of the standards specified in this code.
2. Tests, compilation of data, and calculations for materials, equipment and products shall be conducted by a qualified independent third party.

189. _____ which meet the intent of this code and which are not approved under sub. (1) shall be permitted if approved in writing by the department.

- a. Materials
- b. Equipment
- c. Products
- d. all of the above

190. Tests, compilation of data, and calculations for materials, equipment and products shall be conducted by a qualified _____.

- a. engineer
- b. designer
- c. manufacturer
- d. independent third party

(3) EXPERIMENTAL APPROVAL.

(a) The department may allow use of an experimental material, equipment or product for the purpose of proving compliance with the intent of this code.

(b) The department may require the submission of any information deemed necessary for review.

(c) The department may limit the number of applications it will accept for approval of experimental materials, equipment or products.

- (d) Installations of a material, equipment or product under an experimental approval shall comply with all of the following:
1. Plans detailing the installation for each project where the experimental material, equipment or product is to be used shall be submitted to the department.
 2. A copy of the experimental approval shall be attached to the submitted plans and approved plans.
 - 3.
 - a. A letter of consent from the owner of the installation shall be attached to the submitted plans and approved plans.
 - b. The letter under subd. 3. a. shall acknowledge that the owner has received and read a copy of the experimental approval and is in compliance with all conditions of the approval.
 4. A person responsible for construction of the project shall be designated in writing by the owner.
 5. The person designated as responsible for the construction of the project shall, upon completion of construction, certify in writing to the department that the installation is in compliance with the experimental approval, approved plans, specifications and data.
- (e)
1. Any onsite inspections shall be performed by the department, or other person authorized by the department, at time intervals as specified by the department, but not less than once a year. The inspector shall write an inspection report.
 2. The department may assess a fee for each inspection conducted under subd. 1.
- (f) Five years and 6 months after the date of the completed installation, the department shall order the removal of the experimental material, equipment or product, or issue an approval for the material, equipment or product.
- (g) Paragraphs (e) and (f) do not apply to an experimental system if this code is revised to include or enable the experimental system to conform to the intent of this code.

191. Installations of a material, equipment or product under an experimental approval shall comply with all of the following:

- a. A person responsible for construction of the project shall be designated in writing by the owner.
- b. A copy of the experimental approval shall be attached to the submitted plans and approved plans.
- c. Plans detailing the installation for each project where the experimental material, equipment or product is to be used shall be submitted to the department.
- d. all of the above

(4) REVIEW, APPROVAL AND REVOCATION PROCESSES.

- (a)
1. Upon receipt of a fee and a written request, the department may issue an approval for a material, equipment or product.
 2. The department shall review and make a determination on an application for approval after receipt of all forms, fees, plans and information required to complete the review.
 3. For voluntary and alternate approvals, a determination shall be made within 40 business days of receipt of all required materials.
 4. For an experimental approval, a determination shall be made within 6 months of receipt of all required materials.
- (b)
1. The department may include specific conditions in issuing an approval, including an expiration date for the approval.
 2. Violations of the conditions under which an approval is issued shall constitute a violation of this code.
- (c) If the department determines that the material, equipment or product does not comply with this code or the intent of this code, or that an experimental approval will not be issued, the request for approval shall be denied in writing.
- (d) If an approved material, equipment or product is modified, the approval shall be considered null and void, unless the material, equipment or product is resubmitted to the department for review and approval is granted.
- (e)
1. The department may revoke or deny an approval of a material, equipment or product for any false statements or misrepresentations of relevant facts or data, unacceptability of a third party providing information, or as a result of material, equipment or product failure.
 2. The department may re-examine an approved material, equipment or product and issue a revised approval at any time.
- (f) The department may revoke an approval if the department determines that the material, equipment or product does not comply with this code or the intent of this code due to a change in the code or department interpretation of the code.

- (g) An approval issued by the department may not be construed as an assumption of any responsibility for defects in design, construction or performance of the approved material, equipment or product nor for any damages that may result.
- (h) Fees for the review of a material, equipment or product under this section and any onsite inspections shall be submitted in accordance with ch. SPS 302.
- (5) UNGRADED OR USED MATERIALS.
- (a) Ungraded or used building materials may be used or reused as long as the material possesses the essential properties necessary to achieve the level of performance required by the code for the intended use.
- (b) The department or the municipality enforcing this code may require tests in accordance with sub. (1) or (2).

192. For voluntary and alternate approvals, a determination shall be made within _____ business days of receipt of all required materials.

- a. 20
- b. 30
- c. 40
- d. 50

193. For an experimental approval, a determination shall be made within _____ months of receipt of all required materials.

- a. 3
- b. 4
- c. 6
- d. 12

194. Ungraded or used materials are allowed includes:

- a. Ungraded or used building materials may be used or reused as long as the material possesses the essential properties necessary to achieve the level of performance required by the code for the intended use.
- b. The department or the municipality enforcing this code may require tests in accordance with sub. (1) or (2).
- c. both a or b
- d. none of the above

Subchapter VII — Variances, Appeals, Violations and Penalties

SPS 320.19 Petition for variance. The department may grant a variance to a rule only if the variance does not result in lowering the level of health, safety and welfare established or intended by the rule. The department may consider other criteria in determining whether a variance should be granted including the effect of the variance on uniformity.

- (1) APPLICATION FOR VARIANCE. The applicant shall submit the petition for variance application to the municipality exercising jurisdiction in order to receive the municipal recommendation. Where no municipality exercises jurisdiction, the application shall be submitted to the department. The following items shall be submitted when requesting a variance:
 - (a) A clear written statement of the specific provisions of this code from which a variance is requested and the method of establishing equivalency to those provisions.
 - (b) A fee in accordance with s. SPS 302.52. The municipality may require a fee for the processing of the application in addition to the department's fee.

Note: A copy of the Petition for Variance form (SBD-9890) is contained in the ch. SPS 325 Appendix A.

- (2) MUNICIPAL RECOMMENDATION. The municipality administering and enforcing this code shall submit all applications for variance to the department, together with a municipal recommendation within 10 business days after receipt of the application. The recommendation of the municipality shall include the following items:
 - (a) Inspections performed on the property.
 - (b) The issuance of correction orders on the property.
 - (c) An assessment of the overall impact of the variance on the municipality.

Note: A copy of the Municipal Recommendation form (SBD-9890) is contained in the ch. SPS 325 Appendix A.

- (3) DEPARTMENTAL ACTION. Where a municipality administers and enforces the code, the department shall decide petitions for variance and shall mail notification to the municipality and the applicant within 5 business days after

receipt of the application and municipal recommendation. Where the department enforces the code, the department shall decide petitions for variance within 15 business days after receipt of the application and fees.

- (4) APPEALS. A person or municipality may appeal the determination of the department in the manner set out in s. 101.02 (6) (e) to (i) and (8), Stats.

195. The following items shall be submitted when requesting a variance:

- a. A clear written statement of the specific provisions of this code from which a variance is requested.
- b. The method of establishing equivalency to those provisions.
- c. A fee in accordance with s. SPS 302.52. The municipality may require a fee for the processing of the application in addition to the department's fee.
- d. all of the above

196. The department _____ grant a variance to a rule only if the variance does not result in lowering the level of health, safety and welfare established or intended by the rule.

- a. shall
- b. may
- c. should
- d. will

197. The municipality _____ require a fee for the processing of the application in addition to the department's fee.

- a. shall
- b. may
- c. should
- d. will

198. The municipality administering and enforcing this code shall submit all applications for variance to the department, together with a municipal recommendation within _____ business days after receipt of the application

- a. 5
- b. 7
- c. 10
- d. 14

199. The recommendation of the municipality shall include the following items:

- a. Inspections performed on the property.
- b. The issuance of correction orders on the property.
- c. An assessment of the overall impact of the variance on the municipality.
- d. all of the above

200. Where a municipality administers and enforces the code, the department shall decide petitions for variance and shall mail notification to the municipality and the applicant within _____ business days after receipt of the application and municipal recommendation.

- a. 5
- b. 7
- c. 10
- d. 14

SPS 320.20 Municipal variance from the code. Any municipality exercising or intending to exercise jurisdiction under this code may apply to the department for a variance permitting the municipality to adopt an ordinance not in conformance with this code. The department shall review and make a determination on a municipal request to adopt an ordinance not in conformance with this code within 60 business days of receipt of the request.

- (1) APPLICATION FOR VARIANCE. The department may grant an application only under the following circumstances:
- (a) The municipality has demonstrated that the variance is necessary to protect the health, safety or welfare of individuals within the municipality because of specific climate or soil conditions generally existing within the municipality.
 - (b) The municipality has demonstrated that the granting of the variance, when viewed both individually and in conjunction with other variances requested by the municipality, does not impair the statewide uniformity of this code.

- (2) DEPARTMENTAL INQUIRY. Prior to making a determination, the department shall solicit within the municipality and consider the statements of any interested persons as to whether or not said application should be granted.
- (3) APPEALS. Any municipality aggrieved by the denial of an application may appeal the determination in accordance with the procedure set out in s. 101.02 (6) (e) to (i) and (8), Stats. The department shall review and make a determination on an appeal of denial of a municipal request to adopt an ordinance not in conformance with this code within 60 business days of receipt of the appeal.
- (4) UNIFORMITY. This section shall be strictly construed in accordance with the goal of promoting statewide uniformity.

201. Any municipality exercising or intending to exercise jurisdiction under this code may apply to the department for a variance permitting the municipality to adopt an ordinance not in conformance with this code. The department shall review and make a determination on a municipal request to adopt an ordinance not in conformance with this code within _____ business days of receipt of the request.

- a. 30
- b. 40
- c. 60
- d. 90

202. The department may grant an application only under the following circumstances:

- (a) The municipality has demonstrated that the variance is necessary to protect the health, safety or welfare of individuals within the municipality because of specific climate or soil conditions generally existing within the municipality.
- (b) The municipality has demonstrated that the granting of the variance, when viewed both individually and in conjunction with other variances requested by the municipality, does not impair the statewide uniformity of this code.
- c. both a & b
- d. none of the above

SPS 320.21 Appeals of orders, determinations, and for extension of time.

- (1) APPEALS OF ORDERS AND DETERMINATIONS BY A MUNICIPALITY EXERCISING JURISDICTION. Appeals of order or determination of a municipality exercising jurisdiction under this code, including denials of application for permits, shall be made in accordance with the procedure set out in ch. 68, Stats., prior to making an appeal to the department, except as follows:
 - (a) *Appeals of final determinations by a municipality exercising jurisdiction.* Appeals of final determination by municipalities shall be made to the department after the procedures prescribed in ch. 68, Stats., have been exhausted. All appeals to the department shall be in writing stating the reason for the appeal. All appeals shall be filed with the department within 10 business days of the date the final determination is rendered under ch. 68, Stats. The department shall render a written decision on all appeals within 60 business days of receipt of all calculations and documents necessary to complete the review.
- Note:** Chapter 68, Stats., provides that municipalities may adopt alternate administrative appeal procedures that provide the same due process rights as ch. 68, Stats. Municipalities having adopted such alternate procedures may follow those alternate procedures.
- (2) APPEALS OF ORDERS AND DETERMINATIONS BY THE DEPARTMENT. Appeals of an order of the department made pursuant to the provisions of this code, including denials of application for permits, shall be in accordance with the procedure set out in s. 101.02 (6) (e) to (i) and (8), Stats. The department shall review and make a determination on an appeal of an order or determination within 60 business days of receipt of all calculations and documents necessary to complete the review.
- (3) EXTENSIONS OF TIME.
 - (a) The time for correction of cited orders as set out in s. SPS 320.10 shall automatically be extended in the event that an appeal of said orders is filed. The extension of time shall extend to the termination of the appeal procedure and for such additional time as the department or municipality administering and enforcing this code may allow.
 - (b) The department or municipality administering and enforcing this code may grant additional reasonable time in which to comply with a violation order.

203. Appeals of order or determination of a municipality exercising jurisdiction under this code, including denials of application for permits, shall be made in accordance with the procedure set out in ch. _____, Stats., prior to making an appeal to the department

- a. 66

- b. 67
- c. 68
- d. 69

204. Appeals of final determinations by a municipality exercising jurisdiction. All appeals shall be filed with the department within _____ business days of the date the final determination is rendered under ch. 68, Stats.

- a. 5
- b. 7
- c. 10
- d. 14

205. Appeals of final determinations by a municipality exercising jurisdiction. The department shall render a written decision on all appeals within _____ business days of receipt of all calculations and documents necessary to complete the review.

- a. 30
- b. 40
- c. 60
- d. 90

206. EXTENSIONS OF TIME. (a) The time for correction of cited orders as set out in s. SPS 320.10 shall _____ be extended in the event that an appeal of said orders is filed.

- a. routinely
- b. automatically
- c. inevitably
- d. repeatedly

207. The _____ administering and enforcing this code may grant additional reasonable time in which to comply with a violation order.

- a. department
- b. municipality
- c. both a or b
- d. none of the above

(4) APPEALS OF SOIL EROSION CONTROL ORDERS BY A MUNICIPALITY FOR CESSATION OF WORK.

(a) Appeals of orders for cessation of work issued under s. SPS 320.10 (4) may be made to the authority issuing the cessation of work order. The authority shall make a determination on such appeal within 3 business days.

Determination of appeals by a municipality may be conducted in consultation with the department.

(b) Appeals of a final determination by a municipality on cessation of work orders may be made to the department. The department shall issue a final determination on the appeal within 3 business days after receipt of such appeal.

(c) If the issuing authority determines the site to be compliant with s. SPS 321.125, orders shall be rescinded and work may commence.

208. If the issuing authority determines the site to be compliant with s. SPS 321.125, _____.

- a. orders shall be rescinded
- b. work may commence
- c. both a & b
- d. none of the above

SPS 320.22 Penalties and violations.

(1) VIOLATIONS. No person shall construct or alter any dwelling in violation of any of the provisions of this code.

(a) *Injunction.* When violations occur, the department may bring legal action to enjoin any violations.

(b) *Ordinances.* This code shall not affect the enforcement of any ordinance or regulation, the violation of which occurred prior to the effective date of this code.

(2) PENALTIES.

(a) Pursuant to ss. 101.66 and 101.77, Stats., whoever violates this code shall forfeit to the state not less than \$25 nor more than \$500 for each violation. Each day that the violation continues, after notice, shall constitute a separate offense.

- (b) Any person violating any rule of this code applying to manufactured homes is subject to the penalties prescribed in s. 101.94 (8), Stats.
- (3) MUNICIPAL ENFORCEMENT. Any municipality which administers and enforces this code may provide, by ordinance, remedies and penalties for violation of that jurisdiction exercised under s. 101.65, Stats. These remedies and penalties shall be in addition to those which the state may impose under subs. (1) and (2).

209. Any municipality which administers and enforces this code may provide, by ordinance, _____ for violation of that jurisdiction exercised under s. 101.65, Stats.

- a. remedies
- b. penalties
- c. both a & b
- d. none of the above

210. This code shall not affect the enforcement of any ordinance or regulation, the violation of which occurred _____ the effective date of this code.

- a. after
- b. prior to
- c. both a & b
- d. none of the above

Subchapter IX — Adoption of Standards

SPS 320.24 Adoption of standards.

- (1) CONSENT. Pursuant to s. 227.21 (2), Stats., the attorney general has consented to the incorporation by reference of the standards listed in Tables 320.24-1 to 320.24-13.
- (2) ADOPTION OF STANDARDS. The standards referenced in Tables 320.24-1 to 320.24-13 are incorporated by reference into this chapter.

Note: Copies of the adopted standards are on file in the offices of the department and the legislative reference bureau. Copies of the standards may be purchased, or are available for free, through the respective organizations or other information listed in Tables 320.24-1 to 320.24-13.

(3) ALTERNATE STANDARDS.

- (a) Alternate standards that are equivalent to or more stringent than the standards incorporated by reference in this chapter may be used in lieu of incorporated standards when approved by the department or if written approval is issued by the department in accordance with par. (b).
- (b)
1.
 - a. Upon receipt of a fee and a written request, the department may issue an approval for the use of the alternate standard.
 - b. The department shall review and make a determination on an application for approval within 40 business days of receipt of all forms, fees, and documents required to complete the review.
 2. Determination of approval shall be based on an analysis of the alternate standard and the incorporated standard, prepared by a qualified independent third party or the organization that published the incorporated standard.
 3. The department may include specific conditions in issuing an approval, including an expiration date for the approval. Violations of the conditions under which an approval is issued shall constitute a violation of this code.
 4. If the department determines that the alternate standard is not equivalent to or more stringent than the standards incorporated by reference, the request for approval shall be denied in writing.
 5. The department may revoke an approval for any false statements or misrepresentations of facts on which the approval was based. The department may re-examine an approved alternate standard and issue a revised approval at any time.
 6. Fees for review of standards under this paragraph shall be submitted in accordance with ch. SPS 302.

211. Alternate standards that are _____ the standards incorporated by reference in this chapter may be used in lieu of incorporated standards when approved by the department or if written approval is issued by the department in accordance with par. (b)

- a. equivalent to
- b. more stringent than
- c. both a or b

- d. none of the above
212. The department shall review and make a determination on an application for approval within _____ business days of receipt of all forms, fees, and documents required to complete the review.
- a. 20
 - b. 30
 - c. 40
 - d. 60
213. Determination of approval shall be based on an analysis of the alternate standard and the incorporated standard, prepared by _____.
- a. a qualified independent third party
 - b. the organization that published the incorporated standard
 - c. both a or b
 - d. none of the above
214. The department may revoke an approval for any _____ of facts on which the approval was based.
- a. false statements
 - b. misrepresentations
 - c. both a or b
 - d. none of the above

Part 3 Best Business Practice Quiz 53

Use the below information, phases and terms to answer questions 1-14

How Much Money Does It Take To Start a Business?

Every business owner needs some startup funds to open a new business. The amount necessary depends on the specific type of business, the kind of resources that will be used and where the business will be located. If you are thinking about starting a business, you need to consider all of these elements as well as other factors to estimate your startup costs.

Why is it important to determine startup cost?

Starting a successful business requires a great deal of preparation. To have your startup business be profitable in the first one to two years, you must set a goal, create a production schedule, estimate a budget and determine startup costs.

A business cannot operate without adequate finances, so every startup must have a certain amount of funds available before it can function. If business owners have an accurate estimate of their startup costs before they begin a new venture, they increase the success and longevity of their business.

Most successful business owners would suggest stockpiling at least six months' worth of operating funds before opening for business. Ideally, you should be able to successfully run the business for a minimum of six months without any profits from customers or clients. This gives you a financial safety net you can fall back on if the business is initially slower than you anticipated.

Overview of startup costs

All the startup costs associated with starting a business fall under two categories: expenses and assets. Expenses are repeated costs that you must pay regularly, like rent, insurance bills and employee paychecks. Assets are things that you purchase once and consider necessary investments, like office equipment, vehicles or property. Here is an overview of the expenses and assets that you may need to pay for when starting a business:

- Equipment
- Permits or licenses
- Office space
- Office supplies
- Payroll
- Inventory
- Marketing
- Website
- Insurance

- Taxes
- Consultants

Equipment

Most businesses require some sort of specialized equipment. For a marketing agency, this would include printers, monitors and electronic tablets. Meanwhile, a dentist's office would require examination chairs, lights, drills and an X-ray machine. Typically, this type of purchase is a one-time expense that only has to be repeated if the equipment breaks or becomes outdated.

Depending on the nature of your business, you may be able to minimize your startup costs by buying second-hand or wholesale equipment. The costs of equipment vary by business and can be anywhere between \$10,000 and \$100,000.

Permits or licenses

For most businesses, you will need to procure some sort of permit or license from the federal government before you can open your doors. You will also need to pay the necessary fee to register your business's legal name and trademark. If you wish to register as an LLC, you will also need to pay incorporation costs and file the necessary articles with your state. Estimates for federal costs vary by state but usually do not exceed \$300.

Office space

Many businesses begin with the business owner working from within their own or in a shared office space.

However, as the business grows and more employees become necessary, the business owner will need to rent or buy their own office space. Property costs will vary significantly depending on location and the business's specific requirements. Small business owners are typically encouraged to budget between \$100 and \$1,000 per employee per month.

Office supplies

One of your potentially-expensive business expenses is office supplies. This includes ink for the printer, computers for your employees and coffee for the staff room. Some office supplies like chairs, a microwave or a WiFi router you will only need to buy once. Others like copy paper, disposable tools and cleaning supplies will need to be replaced as they run out. The cost of your supplies will vary by industry but may be able to stay within 10% of your overall budget.

Payroll

In addition to providing a workspace for your employees, you will also have to pay them for their work. This includes benefits, like insurance and vacation days. As your business grows, you will likely need to begin hiring more employees, so your payroll budget may need to be regularly adjusted.

Consult competitive job listings and use services like Indeed's salary tool to determine how much you will need to budget for each employees' paycheck. The specific amount will vary depending on your employee's skill level and your geographic location.

Inventory

If your business supplies a product, you will need to make room in your budget for purchasing inventory. This includes all the resources and materials you need to manufacture, package and ship your product. You will need to research the current market and your competitors to determine how much inventory you need to have available at any given time. The cost of your inventory depends on the nature of your product but should account for 17-25% of your budget.

Marketing

Marketing is one of the most effective ways to bring in customers and increase your business's profits. Marketing can take many forms including flyers, commercials and internet advertisements. Some of these tactics can be expensive, so you may want to start out by using free options like social media platforms to spread the word about your new business.

A regular posting schedule, creative content and meaningful interactions with your followers will help you grow your online audience effectively.

Website

In the modern market, a well-crafted website is one of the most important assets for a business owner. Many of your customers and clients are likely to search for your business online before they commit to buying your product or service. There are many services available that you can use to create a free website.

However, most quality website hosting services also offer a premium plan that requires a monthly or yearly payment. Providers like Squarespace and Wix average around \$40 a month for premium service.

Insurance

Depending on the nature of your business, you may need to purchase a business insurance policy. This may involve liability insurance, property insurance and worker's compensation. Insurance costs for United States businesses average around \$1,200 per year.

Taxes

Every business must pay income tax to the federal government. It is difficult to predict the exact amount when you do not yet have an accurate estimate of your yearly revenue, so you may want to invest in hiring a certified public accountant to help you file your taxes. This added expense may be well worth the money if the CPA can save you money when filing.

Consultants

In addition to a CPA, you may also want to invest in hiring an expert to help you start your business on a solid foundation. Possibilities include marketing consultants, information technology technicians and attorneys. Typically, you can pay these types of professionals an hourly rate to meet with you and discuss the specific needs of your business.

1. In the modern market, a well-crafted _____ is one of the most important assets for a business owner. Many of your customers and clients are likely to search for your business online before they commit to buying your product or service.

- a. website
- b. insurance
- c. taxes
- d. consultants

2. Depending on the nature of your business, you may need to purchase a business _____ policy. This may involve liability insurance, property insurance and worker's compensation.

- a. website
- b. insurance
- c. taxes
- d. consultants

3. Every business must pay income tax to the federal government. It is difficult to predict the exact amount when you do not yet have an accurate estimate of your yearly revenue, so you may want to invest in hiring a certified public accountant to help you file your taxes. This added expense may be well worth the money if the CPA can save you money when filing defines:

- a. Website
- b. Insurance
- c. Taxes
- d. Consultants

4. In addition to a CPA, you may also want to invest in hiring an expert to help you start your business on a solid foundation. Possibilities include marketing consultants, information technology technicians and attorneys.

Typically, you can pay these types of professionals an hourly rate to meet with you and discuss the specific needs of your business defines:

- a. Website
- b. Insurance
- c. Taxes
- d. Consultants

5. One of your potentially-expensive business expenses is _____. This includes ink for the printer, computers for your employees and coffee for the staff room. Some office supplies like chairs, a microwave or a WiFi router you will only need to buy once. Others like copy paper, disposable tools and cleaning supplies will need to be replaced as they run out. The cost of your supplies will vary by industry but may be able to stay within 10% of your overall budget defines:

- a. office supplies
- b. Payroll
- c. Inventory
- d. Marketing

6. In addition to providing a workspace for your employees, you will also have to pay them for their work. This includes benefits, like insurance and vacation days. As your business grows, you will likely need to begin hiring more employees, so your payroll budget may need to be regularly adjusted.

Consult competitive job listings and use services like Indeed's salary tool to determine how much you will need to budget for each employees' paycheck. The specific amount will vary depending on your employee's skill level and your geographic location defines:

- a. Office supplies
- b. Payroll
- c. Inventory
- d. Marketing

7. If your business supplies a product, you will need to make room in your budget for purchasing inventory. This includes all the resources and materials you need to manufacture, package and ship your product. You will need to research the current market and your competitors to determine how much inventory you need to have available at any given time. The cost of your inventory depends on the nature of your product but should account for 17-25% of your budget defines:

- a. Office supplies
- b. Payroll
- c. Inventory
- d. Marketing

8. _____ is one of the most effective ways to bring in customers and increase your business's profits. _____ can take many forms including flyers, commercials and internet advertisements. Some of these tactics can be expensive, so you may want to start out by using free options like social media platforms to spread the word about your new business defines:

- a. Office supplies
- b. Payroll
- c. Inventory
- d. Marketing

9. All the startup costs associated with starting a business fall under two categories: expenses and assets. Expenses are repeated costs that you must pay regularly, like rent, insurance bills and employee paychecks. Assets are things that you purchase once and consider necessary investments, like office equipment, vehicles or property defines:

- a. Overview of startup costs
- b. Equipment
- c. Permits or licenses
- d. Office space

10. Most businesses require some sort of specialized equipment. For a marketing agency, this would include printers, monitors and electronic tablets. Meanwhile, a dentist's office would require examination chairs, lights, drills and an X-ray machine. Typically, this type of purchase is a one-time expense that only has to be repeated if the equipment breaks or becomes outdated.

Depending on the nature of your business, you may be able to minimize your startup costs by buying second-hand or wholesale equipment. The costs of equipment vary by business and can be anywhere between \$10,000 and \$100,000 defines:

- a. Overview of startup costs
- b. Equipment
- c. Permits or licenses
- d. Office space

11. For most businesses, you will need to procure some sort of _____ from the federal government before you can open your doors. You will also need to pay the necessary fee to register your business's legal name and trademark. If you wish to register as an LLC, you will also need to pay incorporation costs and file the necessary articles with your state. Estimates for federal costs vary by state but usually do not exceed \$300 defines:

- a. Overview of startup costs
- b. Equipment
- c. permits or licenses
- d. Office space

12. Many businesses begin with the business owner working from within their own or in a shared office space. However, as the business grows and more employees become necessary, the business owner will need to rent or buy their own office space. Property costs will vary significantly depending on location and the business's specific requirements defines:

- a. Office space

- b. How Much Money Does It Take To Start a Business?
- c. Why is it important to determine startup cost?
- d. Marketing

13. Every business owner needs some startup funds to open a new business. The amount necessary depends on the specific type of business, the kind of resources that will be used and where the business will be located. If you are thinking about starting a business, you need to consider all of these elements as well as other factors to estimate your startup costs defines:

- a. Office space
- b. How Much Money Does It Take To Start a Business?
- c. Why is it important to determine startup cost?
- d. Marketing

14. Starting a successful business requires a great deal of preparation. To have your startup business be profitable in the first one to two years, you must set a goal, create a production schedule, estimate a budget and determine startup costs defines:

- a. Office space
- b. How Much Money Does It Take To Start a Business?
- c. Why is it important to determine startup cost?
- d. Marketing

Use the below information, phases and terms to answer questions 15-24

What Problem Does Your Business Solve?

Customers with problems are seeking solutions, whether it's finding a better-fitting swimsuit or an easier way to accomplish an annoying task. Companies should offer solutions that improve customers' lives. A great company creates value by filling a void in the marketplace.

How Does Your Business Generate Net Income?

A business needs to generate income in order to buy inventory, finance growth, become self-sustainable, and be profitable long-term. Without consistent income, a business can become insolvent and eventually fail.

Which Parts of Your Business Are Not Profitable?

Some products and services are bound to be more profitable than others. While some less profitable offerings may be worth keeping around, it's important to manage ones that are losing money.

Is Your Cash Flow Positive Each Month?

Cash flow is crucial to understanding your company's overall financial performance.

What Is Your Pricing Strategy and Why?

Pricing is integral to selling a product or service. It can define the product's value in consumers' eyes and can drive or hinder profitability.

How Effectively Do Employees Generate Revenue?

Increasing employee headcount may be a sign of growth, but only if those employees are contributing to the company's bottom line. Depending on the circumstances, a few highly-engaged employees can increase productivity, revenue, and profit margins more than hiring extra hands.

What Is Your Customer Retention Rate?

Customer retention plays a key role in a business's long-term success. The goal should be to build a loyal group of customers from which you continue to generate incremental revenue. After all, it costs more to acquire a new customer than it does to retain an existing one.

Will Your Customers Make Referrals?

Referrals are a highly effective way to attract new customers. When customers have a great experience, they're more likely to recommend your business to people they know and share on social channels. People are more likely to opt for a solution that others have already recommended.

Who Are Your Most Valuable – and Most Costly – Customers?

Some customers provide more revenue than others, but that doesn't always mean they're more profitable. High-revenue customers can be expensive to keep if there's a high cost associated with serving them. Maybe they stock up only on sale items or discounted goods, or maybe they eat up resources by requiring constant attention or assistance.

Is Your Social Media Strategy Effective?

Social media can be a great way to reach customers where they spend their time. A strong social media strategy with engaging content can help build brand awareness, generate leads, and grow your audience.

15. Cash flow is crucial to understanding your company's overall financial performance defines:
 - a. Is Your Cash Flow Positive Each Month?
 - b. Which Parts of Your Business Are Not Profitable?
 - c. How Does Your Business Generate Net Income?
 - d. What Problem Does Your Business Solve?
16. Some products and services are bound to be more profitable than others. While some less profitable offerings may be worth keeping around, it's important to manage ones that are losing money defines:
 - a. Is Your Cash Flow Positive Each Month?
 - b. Which Parts of Your Business Are Not Profitable?
 - c. How Does Your Business Generate Net Income?
 - d. What Problem Does Your Business Solve?
17. A business needs to generate income in order to buy inventory, finance growth, become self-sustainable, and be profitable long-term. Without consistent income, a business can become insolvent and eventually fail defines:
 - a. Is Your Cash Flow Positive Each Month?
 - b. Which Parts of Your Business Are Not Profitable?
 - c. How Does Your Business Generate Net Income?
 - d. What Problem Does Your Business Solve?
18. Customers with problems are seeking solutions, whether it's finding a better-fitting swimsuit or an easier way to accomplish an annoying task. Companies should offer solutions that improve customers' lives. A great company creates value by filling a void in the marketplace defines:
 - a. Is Your Cash Flow Positive Each Month?
 - b. Which Parts of Your Business Are Not Profitable?
 - c. How Does Your Business Generate Net Income?
 - d. What Problem Does Your Business Solve?
19. Pricing is integral to selling a product or service. It can define the product's value in consumers' eyes and can drive or hinder profitability defines:
 - a. What Is Your Pricing Strategy and Why?
 - b. How Effectively Do Employees Generate Revenue?
 - c. What Is Your Customer Retention Rate?
 - d. What Problem Does Your Business Solve?
20. Increasing employee headcount may be a sign of growth, but only if those employees are contributing to the company's bottom line. Depending on the circumstances, a few highly-engaged employees can increase productivity, revenue, and profit margins more than hiring extra hands defines:
 - a. What Is Your Pricing Strategy and Why?
 - b. How Effectively Do Employees Generate Revenue?
 - c. What Is Your Customer Retention Rate?
 - d. What Problem Does Your Business Solve?
21. Customer retention plays a key role in a business's long-term success. The goal should be to build a loyal group of customers from which you continue to generate incremental revenue. After all, it costs more to acquire a new customer than it does to retain an existing one defines:
 - a. What Is Your Pricing Strategy and Why?
 - b. How Effectively Do Employees Generate Revenue?
 - c. What Is Your Customer Retention Rate?
 - d. What Problem Does Your Business Solve?
22. Referrals are a highly effective way to attract new customers. When customers have a great experience, they're more likely to recommend your business to people they know and share on social channels. People are more likely to opt for a solution that others have already recommended defines:
 - a. Will Your Customers Make Referrals?
 - b. Who Are Your Most Valuable – and Most Costly – Customers?
 - c. Is Your Social Media Strategy Effective?
 - d. What Problem Does Your Business Solve?

23. Some customers provide more revenue than others, but that doesn't always mean they're more profitable. High-revenue customers can be expensive to keep if there's a high cost associated with serving them. Maybe they stock up only on sale items or discounted goods, or maybe they eat up resources by requiring constant attention or assistance defines:

- a. Will Your Customers Make Referrals?
- b. Who Are Your Most Valuable – and Most Costly – Customers?
- c. Is Your Social Media Strategy Effective?
- d. What Problem Does Your Business Solve?

24. Social media can be a great way to reach customers where they spend their time. A strong social media strategy with engaging content can help build brand awareness, generate leads, and grow your audience defines:

- a. Will Your Customers Make Referrals?
- b. Who Are Your Most Valuable – and Most Costly – Customers?
- c. Is Your Social Media Strategy Effective?
- d. What Problem Does Your Business Solve?

Use the below information, phases and terms to answer questions 25-53

Why do I want to start a business?

Before you start a business, make sure you have a concrete reason for doing so. Ask yourself what inspired your business idea and whether you are passionate about doing it. It's also worth considering your business's potential to make a profit.

Here are some other incentives for having a business:

- Impacting your community
- Creating something new
- Gaining creative freedom
- Doing something you love
- Solving a problem

Understanding why you want to launch a business can help you develop a suitable business plan.

What business should I choose?

The best business choice is the one in which you are most skilled or passionate. For instance, if you trained as a civil engineer, you might start a construction company. As you review your choices, it is important to consult local experts and business people about the opportunities available. Matching your background with the local market can boost your chance of success.

What problem does my business solve?

Having a firm answer to this question makes it easier to gauge whether your product or service is working. Take some time to define the specific issue you're trying to solve and identify whether there are unique niches or gaps that you can fill. If those areas overlap with what you love, then you can launch your business with greater confidence.

Who are my competitors?

It's highly likely a business similar to what you are proposing already exists somewhere out there. There might even be several competing businesses. To ensure that you can operate a competitive business, it is crucial to research similar companies and work on providing something exceptional.

To analyze your competitors, find out:

- How they interact with clients online
- How strong their brand is
- How they present their products.

Do I have enough capital for the business?

You need a source of capital to start and run a business. To figure out how much capital you need, list all the expenses you anticipate for the business.

Here are some items to consider:

- Business registration and licensing
- The cost of raw materials and inventory acquisition.
- Packaging
- Advertising and marketing costs
- Salaries and wages

What is the most suitable location for the business?

A business's location is a vital choice that needs careful evaluation. Closeness to the potential market and accessibility can help you determine where best to locate your business. The ideal location should be convenient for both clients and staff.

Whether you are starting this business alone or with a business partner, you need to consider the number of employees you need will need in the beginning, as well as how many you might need in the future as your business grows.

How long will I and my management team spend to generate revenue?

Determine whether you want to be in the business part-time or all the time. Consider whether your revenue is dependent on the amount of time spent and decide how much time you are willing to commit to the business. From there, you can develop a shift schedule and assign employees to either full-time or part-time work as needed.

How do I hire qualified employees?

Select your employees carefully. Decide in advance what you want them to do. You might require multi-skilled employees to help with several tasks. Screen and interview applicants carefully to learn about their skills and experience. A thorough interview is a key to acquiring the right candidates.

What social media strategy can I use for my business?

Social media needs to be part of your marketing strategy. Review different social media platforms to determine which best fit your business and allow you to reach your target audience most effectively. If you have little or no experience with social media, research social media management tools, resources and best practices to help you get started.

What is my business plan?

A business plan defines your business, recognizes your goals and serves as your company's resume. Its primary components include:

- Promotional/marketing strategy
- Market study
- Income statement
- Cash flow analysis
- Current balance sheet

Your business provides guidance for resource allocation, handling unplanned obstacles and making the right decisions. Since it provides specific and organized information about your firm and how you will pay any borrowed cash, having a good business plan also helps with securing capital.

How can I create a reliable network?

It's important to join a business network to meet people with similar ideas and experienced entrepreneurs. Networking events and conferences can help you gain resourceful contacts and expose you to business opportunities.

Can my clients refer other people they know to my business?

Marketing can be expensive, but getting referrals from existing clients may be a cheaper alternative. When an existing client refers someone to you, you can offer special incentives to retain the new client and reward the referring client.

What is the required legal structure of my business?

It is crucial to research your company's legal requirements. Choose a legal structure that secures your company and protects you. Ensure tax and legal compliance to prevent unnecessary business losses.

Is my business scalable?

A scalable business needs to control the increasing number of vendors and clients. If you cannot project your firm's growth, you need to re-evaluate your business model to make it scalable and help it grow.

Do I have the skills and abilities to manage the day-to-day operation of a firm?

Evaluate your ability to run a business. Ensure that you have the needed entrepreneurial skills, and if you don't, look for ways to gain them. There are many courses and seminars you can enroll in to learn business skills.

What is the business's target market?

Not only does aiming at a target market help you establish your marketing and development strategies, but it can also bring a high return on investment in the long run. The success of any business results from properly identifying and satisfying clients' needs.

How do I set the wage level?

A staff member's position and qualifications should determine how much they earn. Consult your accountant or trade association to learn the latest practices, profit margins and cost ratios in your field of business.

Do I need a computer?

Most businesses may need a computer for day-to-day operations. Computers are useful in data gathering as well as processing and accounting. Follow these steps to computerize your business:

- Choose the ideal system and software for your business
- Ensure that you can efficiently operate the system
- Consider the cost and returns of acquiring the system

What do I need for communication?

Most small business share some common functions, such as:

- Operation
- Financing
- Administration
- Purchasing
- Sales

Depending on your business, telecommunication can support your objectives in many areas. Voice and data are among the most useful telecommunication components. They are useful tools that can quickly adapt to changes in growth and seasonality. How you use telecommunication can impact how efficiently and profitably your business grows in the future.

Do I have sufficient knowledge and understanding of the industry?

It is vital to understand the industry you wish to venture into. Evaluate how well your education and experience translate to the business you have chosen, and look for ways to fill in any gaps in your skills and knowledge.

Do I require a business partner? If so, what supportive skills does the co-founder need to have?

You can be the best person for product development and engineering but lack the marketing and finance skills needed to operate a business. Sometimes the answer to gaps in your expertise is to find a co-founder. If you do decide to seek a co-founder, make sure they not only complement your skill but also share your vision and passion.

Do I have the right clients?

Understanding your clients means looking beyond their basic information to discover their personalities and motivations. Once you know more about your clients, a good marketing team can help you develop products and promotional materials that will appeal to your clients.

Will I need to outsource?

The key to operating a business is understanding what you do and don't know and finding the right people to complement you. Sometimes that means outsourcing tasks that would be impossible or inefficient for you to complete in-house. When you outsource, be ready to pay for quality work.

What will the marketing involve?

Marketing is among the most vital business functions. There are four fundamental marketing aspects, usually known as the four Ps. These are:

- **Price:** The amount you charge for your product or service
- **Product:** A description of the service or item you sell
- **Place:** The distribution channels that deliver the product or service to the client
- **Promotion:** The way you inform your market of what, who and where you are

What financial statements do I need?

You need to prepare and understand these primary financial statements:

- **The income statement:** This summarizes your earnings, net profit and expenses over a period.
- **The cash flow projection:** This shows the actual income and outflows of cash for your business.
- **The balance sheet:** This records your liabilities, capital and assets at a particular point in time.

25. What will the marketing involve? Marketing is among the most vital business functions. There are four fundamental marketing aspects, usually known as the four Ps. The amount you charge for your product or service defines:

- a. Price
- b. Product
- c. Place
- d. Promotion

26. What will the marketing involve? Marketing is among the most vital business functions. There are four fundamental marketing aspects, usually known as the four Ps. A description of the service or item you sell defines:

- a. Price

- b. Product
- c. Place
- d. Promotion

27. What will the marketing involve? Marketing is among the most vital business functions. There are four fundamental marketing aspects, usually known as the four Ps. The distribution channels that deliver the product or service to the client defines:

- a. Price
- b. Product
- c. Place
- d. Promotion

28. What will the marketing involve? Marketing is among the most vital business functions. There are four fundamental marketing aspects, usually known as the four Ps. The way you inform your market of what, who and where you are defines:

- a. Price
- b. Product
- c. Place
- d. Promotion

29. What financial statements do I need? You need to prepare and understand these primary financial statements: This summarizes your earnings, net profit and expenses over a period defines:

- a. The income statement
- b. The cash flow projection
- c. The balance sheet
- d. Promotion

30. What financial statements do I need? You need to prepare and understand these primary financial statements: This shows the actual income and outflows of cash for your business defines:

- a. The income statement
- b. The cash flow projection
- c. The balance sheet
- d. Promotion

31. What financial statements do I need? You need to prepare and understand these primary financial statements: This records your liabilities, capital and assets at a particular point in time defines:

- a. The income statement
- b. The cash flow projection
- c. The balance sheet
- d. Promotion

32. It is vital to understand the industry you wish to venture into. Evaluate how well your education and experience translate to the business you have chosen, and look for ways to fill in any gaps in your skills and knowledge defines:

- a. Do I have sufficient knowledge and understanding of the industry?
- b. Do I require a business partner?
- c. Do I have the right clients?
- d. Will I need to outsource?

33. You can be the best person for product development and engineering but lack the marketing and finance skills needed to operate a business. Sometimes the answer to gaps in your expertise is to find a co-founder. If you do decide to seek a co-founder, make sure they not only complement your skill but also share your vision and passion defines:

- a. Do I have sufficient knowledge and understanding of the industry?
- b. Do I require a business partner?
- c. Do I have the right clients?
- d. Will I need to outsource?

34. Understanding your clients means looking beyond their basic information to discover their personalities and motivations. Once you know more about your clients, a good marketing team can help you develop products and promotional materials that will appeal to your clients defines:

- a. Do I have sufficient knowledge and understanding of the industry?
- b. Do I require a business partner?

- c. Do I have the right clients?
 - d. Will I need to outsource?
35. The key to operating a business is understanding what you do and don't know and finding the right people to complement you. Sometimes that means outsourcing tasks that would be impossible or inefficient for you to complete in-house. When you outsource, be ready to pay for quality work defines:
- a. Do I have sufficient knowledge and understanding of the industry?
 - b. Do I require a business partner?
 - c. Do I have the right clients?
 - d. Will I need to outsource?
36. Do I need a computer? Most businesses may need a computer for day-to-day operations. Computers are useful in data gathering as well as processing and accounting. Follow these steps to computerize your business:
- a. Choose the ideal system and software for your business
 - b. Ensure that you can efficiently operate the system
 - c. Consider the cost and returns of acquiring the system
 - d. all of the above
37. A scalable business needs to control the increasing number of vendors and clients. If you cannot project your firm's growth, you need to re-evaluate your business model to make it scalable and help it grow defines:
- a. Is my business scalable?
 - b. Do I have the skills and abilities to manage the day-to-day operation of a firm?
 - c. What is the business's target market?
 - d. How do I set the wage level?
38. Evaluate your ability to run a business. Ensure that you have the needed entrepreneurial skills, and if you don't, look for ways to gain them. There are many courses and seminars you can enroll in to learn business skills defines:
- a. Is my business scalable?
 - b. Do I have the skills and abilities to manage the day-to-day operation of a firm?
 - c. What is the business's target market?
 - d. How do I set the wage level?
39. Not only does aiming at a target market help you establish your marketing and development strategies, but it can also bring a high return on investment in the long run. The success of any business results from properly identifying and satisfying clients' needs defines:
- a. Is my business scalable?
 - b. Do I have the skills and abilities to manage the day-to-day operation of a firm?
 - c. What is the business's target market?
 - d. How do I set the wage level?
40. A staff member's position and qualifications should determine how much they earn. Consult your accountant or trade association to learn the latest practices, profit margins and cost ratios in your field of business defines:
- a. Is my business scalable?
 - b. Do I have the skills and abilities to manage the day-to-day operation of a firm?
 - c. What is the business's target market?
 - d. How do I set the wage level?
41. It's important to join a business network to meet people with similar ideas and experienced entrepreneurs. Networking events and conferences can help you gain resourceful contacts and expose you to business opportunities defines:
- a. How can I create a reliable network?
 - b. Can my clients refer other people they know to my business?
 - c. What is the required legal structure of my business?
 - d. What social media strategy can I use for my business?
42. Marketing can be expensive, but getting referrals from existing clients may be a cheaper alternative. When an existing client refers someone to you, you can offer special incentives to retain the new client and reward the referring client defines:
- a. How can I create a reliable network?
 - b. Can my clients refer other people they know to my business?
 - c. What is the required legal structure of my business?
 - d. What social media strategy can I use for my business?

43. It is crucial to research your company's legal requirements. Chose a legal structure that secures your company and protects you. Ensure tax and legal compliance to prevent unnecessary business losses defines:
- a. How can I create a reliable network?
 - b. Can my clients refer other people they know to my business?
 - c. What is the required legal structure of my business?
 - d. What social media strategy can I use for my business?
44. Social media needs to be part of your marketing strategy. Review different social media platforms to determine which best fit your business and allow you to reach your target audience most effectively. If you have little or no experience with social media, research social media management tools, resources and best practices to help you get started defines:
- a. How can I create a reliable network?
 - b. Can my clients refer other people they know to my business?
 - c. What is the required legal structure of my business?
 - d. What social media strategy can I use for my business?
45. What is my business plan? A business plan defines your business, recognizes your goals and serves as your company's resume. Its primary components include:
- a. Promotional/marketing strategy
 - b. Market study
 - c. Income statement
 - d. all of the above
46. What is my business plan? A business plan defines your business, recognizes your goals and serves as your company's resume. Its primary components include:
- a. Debt flow analysis
 - b. Previous balance sheet
 - c. both a & b
 - d. none of the above
47. A business's location is a vital choice that needs careful evaluation. Closeness to the potential market and accessibility can help you determine where best to locate your business. The ideal location should be convenient for both clients and staff defines:
- a. What is the most suitable location for the business?
 - b. How long will I and my management team spend to generate revenue?
 - c. How do I hire qualified employees?
 - d. What problem does my business solve?
48. Determine whether you want to be in the business part-time or all the time. Consider whether your revenue is dependent on the amount of time spent and decide how much time you are willing to commit to the business. From there, you can develop a shift schedule and assign employees to either full-time or part-time work as needed defines:
- a. What is the most suitable location for the business?
 - b. How long will I and my management team spend to generate revenue?
 - c. How do I hire qualified employees?
 - d. What problem does my business solve?
49. Select your employees carefully. Decide in advance what you want them to do. You might require multi-skilled employees to help with several tasks. Screen and interview applicants carefully to learn about their skills and experience. A thorough interview is a key to acquiring the right candidates defines:
- a. What is the most suitable location for the business?
 - b. How long will I and my management team spend to generate revenue?
 - c. How do I hire qualified employees?
 - d. What problem does my business solve?
50. Having a firm answer to this question makes it easier to gauge whether your product or service is working. Take some time to define the specific issue you're trying to solve and identify whether there are unique niches or gaps that you can fill. If those areas overlap with what you love, then you can launch your business with greater confidence defines:
- a. What is the most suitable location for the business?
 - b. How long will I and my management team spend to generate revenue?
 - c. How do I hire qualified employees?

d. What problem does my business solve?

51. Who are my competitors? It's highly likely a business similar to what you are proposing already exists somewhere out there. There might even be several competing businesses. To ensure that you can operate a competitive business, it is crucial to research similar companies and work on providing something exceptional. To analyze your competitors, find out defines:

- a. How they interact with clients online
- b. How strong their brand is
- c. How they present their products.
- d. all of the above

52. Do I have enough capital for the business? You need a source of capital to start and run a business. To figure out how much capital you need, list all the expenses you anticipate for the business. Here are some items to consider:

- a. Business registration and licensing
- b. The cost of raw materials and inventory acquisition.
- c. Packaging
- d. all of the above

53. Why do I want to start a business? Before you start a business, make sure you have a concrete reason for doing so. Ask yourself what inspired your business idea and whether you are passionate about doing it. It's also worth considering your business's potential to make a profit. Here are some other incentives for having a business:

- a. Impacting your community
- b. Creating something new
- c. Gaining creative freedom
- d. all of the above

Part 1. ATCP 110 Law Quiz 93 (page 1)

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| <u>3</u> | a b c d | <u>34</u> | a b c d | <u>65</u> | a b c d |
| <u>4</u> | a b c d | <u>35</u> | a b c d | <u>66</u> | a b c d |
| <u>5</u> | a b c d | <u>36</u> | a b c d | <u>67</u> | a b c d |
| <u>6</u> | a b c d | <u>37</u> | a b c d | <u>68</u> | a b c d |
| <u>7</u> | a b c d | <u>38</u> | a b c d | <u>69</u> | a b c d |
| <u>8</u> | a b c d | <u>39</u> | a b c d | <u>70</u> | a b c d |
| <u>9</u> | a b c d | <u>40</u> | a b c d | <u>71</u> | a b c d |
| <u>10</u> | a b c d | <u>41</u> | a b c d | <u>72</u> | a b c d |
| <u>11</u> | a b c d | <u>42</u> | a b c d | <u>73</u> | a b c d |
| <u>12</u> | a b c d | <u>43</u> | a b c d | <u>74</u> | a b c d |
| <u>13</u> | a b c d | <u>44</u> | a b c d | <u>75</u> | a b c d |
| <u>14</u> | a b c d | <u>45</u> | a b c d | <u>76</u> | a b c d |
| <u>15</u> | a b c d | <u>46</u> | a b c d | <u>77</u> | a b c d |
| <u>16</u> | a b c d | <u>47</u> | a b c d | <u>78</u> | a b c d |
| <u>17</u> | a b c d | <u>48</u> | a b c d | <u>79</u> | a b c d |
| <u>18</u> | a b c d | <u>49</u> | a b c d | <u>80</u> | a b c d |
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| <u>20</u> | a b c d | <u>51</u> | a b c d | <u>82</u> | a b c d |
| <u>21</u> | a b c d | <u>52</u> | a b c d | <u>83</u> | a b c d |
| <u>22</u> | a b c d | <u>53</u> | a b c d | <u>84</u> | a b c d |
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Part 2. SPS 320 Code Quiz 214

<u>1</u>	a	b	c	d	<u>41</u>	a	b	c	d	<u>81</u>	a	b	c	d
<u>2</u>	a	b	c	d	<u>42</u>	a	b	c	d	<u>82</u>	a	b	c	d
<u>3</u>	a	b	c	d	<u>43</u>	a	b	c	d	<u>83</u>	a	b	c	d
<u>4</u>	a	b	c	d	<u>44</u>	a	b	c	d	<u>84</u>	a	b	c	d
<u>5</u>	a	b	c	d	<u>45</u>	a	b	c	d	<u>85</u>	a	b	c	d
<u>6</u>	a	b	c	d	<u>46</u>	a	b	c	d	<u>86</u>	a	b	c	d
<u>7</u>	a	b	c	d	<u>47</u>	a	b	c	d	<u>87</u>	a	b	c	d
<u>8</u>	a	b	c	d	<u>48</u>	a	b	c	d	<u>88</u>	a	b	c	d
<u>9</u>	a	b	c	d	<u>49</u>	a	b	c	d	<u>89</u>	a	b	c	d
<u>10</u>	a	b	c	d	<u>50</u>	a	b	c	d	<u>90</u>	a	b	c	d
<u>11</u>	a	b	c	d	<u>51</u>	a	b	c	d	<u>91</u>	a	b	c	d
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Part 2. SPS 320 Code Quiz 214

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Part 3. Best Business Practices 53 (page 71)

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1. Transfer the answers to the answer sheet. Fees: \$100.00
2. Fill out this form below completely.
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4. Applicable fees by check payable to Gary Klinka.
5. Mail to: Gary Klinka at 228 Mandella Ct Neenah WI 54956.
6. Office 920-727-9200 Cell: 920-740-4119 Cell: 920-740-6723.
7. Email: amyklinka@hotmail.com or garyklinka@hotmail.com

-----Educational Course Attendance Verification Form -----

Attendee's Name _____ Date _____

Address _____

Credential Number _____ Phone# _____

Course Title and Name DCQ Initial Training Course & DCQ continuing education

List each credential held by attendee _____

_____ Credited Hours 12 hrs

Email address _____ Fax# _____

To be completed by Gary Klinka www.garyklinka.com

Course Password _____ Course ID# 22918

Attendee passed the course with a greater than 70% score on Date _____

Instructor Signature _____