

COMING SOON
LISTING EXCEPTION AMENDMENT TO
LISTING & EXCLUSIVE RIGHT TO SELL CONTRACT

1 This Amendment is attached to and made part of the Listing & Exclusive Right To Sell Contract for the Premises listed below:

2 PREMISES _____ CITY _____

3 1. **MULTIPLE LISTING SERVICE:** Broker is a Participant of the RMLS Alliance, LLC ("RMLS"), the most modern, efficient, complete and up-to-date
4 database of properties for sale that is disseminated to and accessible by all other real estate agents who are participants/customers to the RMLS
5 or a reciprocal MLS. The purpose of the RMLS is to support its' participants with bringing together buyers and sellers together through the
6 cooperative efforts of the RMLS resulting in timely, efficient and well-managed transactions.

7 2. **MANDATORY SUBMISSION TO MLS:** The MLS requires brokers participating in the service to submit all exclusive right to sell, exclusive right to
8 lease, and exclusive agency listings for residential real property to the MLS within 2 days of obtaining all necessary signatures of the seller(s) on
9 the Listing & Exclusive Right To Sell Contract unless Broker submits to the MLS this Coming Soon Amendment signed by Seller excluding the
10 listing from the MLS.

11 3. **EXPOSURE TO BUYERS THROUGH MLS:** Listing Premises with the MLS exposes Premises to all real estate brokers and managing brokers
12 who are participants/customers of the MLS or any reciprocating MLSs, and potential buyer clients of those brokers and managing brokers. The
13 MLS may further transmit the MLS database to internet sites or apps that post property listings online. Cooperation amongst brokers from an
14 expansive variety of brokerage firms creates greater efficiency among RMLS participants and a seller's opportunities for identifying a qualified
15 buyer are significantly greater when a listing is filed with the MLS.

16 4. **REALTOR® CODE OF ETHICS:** As a member of the National Association of REALTORS® (NAR), all RMLS participants agree to cooperate with
17 all brokers in making Premises available for showings to prospective buyers. They also adhere to NAR guidelines for the presentation and
18 negotiation of contracts, thus furthering the interest of both the client and the public, as well as follow NAR's strict Code of Ethics required of all
19 REALTORS®.

20 5. **IMPACT OF EXCLUSION OF PREMISES FROM MLS:** If Premises is excluded from the MLS, Seller understands and acknowledges that (a) real
21 estate brokers and managing brokers from other real estate offices who have access to the MLS, and their buyer clients, may not be aware that
22 Premises is offered for sale; (b) information about Premises will not be transmitted to various real estate internet sites used by the public to search
23 for property listings.

24 6. **FAIR HOUSING:** Seller's decision to exclude Premises from the RMLS database is based upon reasons other than a refusal or reluctance on
25 Seller's part to show, list, negotiate or sell Premises to any person on the basis of race, color, national origin, religion, sex, ancestry, age, disability,
26 familial status, marital status, military status, unfavorable discharge from military service, sexual orientation, order of protection status, or any other
27 class protected by Article 3 of the Illinois Human Rights Act. Seller agrees to comply with all applicable federal, state and local fair housing laws.

28 7. **SELLER REQUESTS TO DELAY ACTIVE STATUS OF PROPERTY IN THE MLS:** Seller understands the implications and limitations of delaying
29 input to the RMLS database. Seller does not want their Premises as Active status in the MLS or advertised in any manner, including signs,
30 internet, print, etc., until _____ (date) (not to exceed 45 days) from the commencement of the listing contract.

31 **Seller's Initials Required below:**

32 _____ No showings are permitted by the Seller(s), Listing Agent, or brokerage; no exceptions.

33 _____ The listing agent/brokerage are subject to a minimum \$1,000 per showing fine, if found in violation. (Including access provided by Seller.)

34 _____ Marketing/advertising is not permitted. Public marketing includes, but is not limited to, flyers displayed in windows, yard
35 signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital
36 communications marketing (email blasts), multi-brokerage listing sharing networks and applications available to the general
37 public. The listing agent/brokerage are subject to up to a \$1,000 fine.

38 _____ Premises may not be transferred from ACTIVE to Coming Soon.

39 _____ Premises may only be in Coming Soon status for a maximum of 45 days; day 46 it must be transferred to ACTIVE status in the
40 MLS.

41 By Signing Below, the Seller acknowledges that Seller has read, understands, accepts and has received a copy of this amendment.

42 SELLER SIGNATURE _____ PRINT NAME _____

43 SELLER SIGNATURE _____ PRINT NAME _____

44 Signed at _____ this date _____
45 (City & State) (Date must be entered by Signatory)

46 _____
47 (Listing Company) (Designated Agent Signature)

48 **ENTER INTO MLS AND UPLOAD AMENDMENT INTO ASSOCIATED DOCS.**