

FULL NOTICE
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-
4 date database of properties for sale that is disseminated to and accessible by all other real estate agents who are participants/customers to the
5 MLS or a reciprocal MLS. The purpose of the RMLS is to support its participants with bringing together buyers and sellers through the
6 cooperative efforts of approximately 800 real estate professionals, resulting in quick, efficient and well-managed sales, providing the greatest
7 convenience to sellers and buyers.
- 8 2. **MANDATORY SUBMISSION TO MLS:** The MLS requires brokers participating in the service to submit all exclusive right to sell, exclusive right
9 to lease, and exclusive agency listings for residential real property to the MLS within 2 days of obtaining all necessary signatures of the seller(s)
10 on the Listing & Exclusive Right To Sell Contract unless Broker submits to the MLS this Listing Exception Amendment signed by Seller excluding
11 the listing from the MLS.
- 12 3. **EXPOSURE TO BUYERS THROUGH MLS:** Listing Premises with the MLS exposes Premises to all real estate brokers and managing brokers
13 who are participants/customers of the MLS or any reciprocating MLSs, and potential buyer clients of those brokers and managing brokers. The
14 MLS may further transmit the MLS database to internet sites or apps that post property listings online. Cooperation amongst brokers from an
15 expansive variety of brokerage firms creates greater efficiency among RMLS participants and a seller's opportunities for identifying a qualified
16 buyer are significantly greater when a listing is filed with the MLS.
- 17 4. **BROKER DUTIES:** Notwithstanding the Listing Exception, it is the Seller's Brokers responsibility to maintain the listing by arranging for showings
18 of the Premises according to the procedures he/she has explained to Seller. Broker will also be responsible for presentations of offers and
19 negotiations of contracts as outlined in the Listing & Exclusive Right To Sell Contract with Seller.
- 20 5. **REALTOR® CODE OF ETHICS:** As a member of the National Association of REALTORS® (NAR), all RMLS participants agree to cooperate with
21 all brokers in making Premises available for showings to prospective buyers. They also adhere to NAR guidelines for the presentation and
22 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
23 REALTORS®.
- 24 6. **IMPACT OF EXCLUSION OF PREMISES FROM MLS:** If Premises is excluded from the MLS, Seller understands and acknowledges that (a)
25 real estate brokers and managing brokers from other real estate offices who have access to the MLS, and their buyer clients, may not be aware
26 that Premises is offered for sale; (b) information about Premises will not be transmitted to various real estate internet sites used by the public to
27 search for property listings; and (c) real estate brokers, managing brokers and members of the public may be unaware of the terms and
28 conditions under which Seller is marketing Premises.
- 29 7. **FAIR HOUSING:** Seller's decision to exclude Premises from the RMLS database is based upon reasons other than a refusal or reluctance on
30 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,
31 disability, familial status, marital status, military status, unfavorable discharge from military service, sexual orientation, order of protection status,
32 or any other class protected by Article 3 of the Illinois Human Rights Act. Seller agrees to comply with all applicable federal, state and local fair
33 housing laws.
- 34 8. **SELLER REQUESTS TO OPT-OUT OF THE MLS:** Seller understands the implications of not submitting Premises to the RMLS database.
35 Seller does not want their Premises submitted to the MLS as an Active listing during the entire listing period provided for in the Agreement, or
36 until otherwise noticed in writing to the Broker.

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

- 38 _____ Premises will not be available as an active listing to other agents in the MLS.
- 39 _____ The number of potential showings will be reduced significantly.
- 40 _____ Potential buyers working with co-op brokerages may not have knowledge of the Premises.
- 41 _____ Based on limited exposure, seller understand they may not receive the best offer to purchase; including terms and price.
- 42 _____ Premises will not be syndicated through the MLS to websites/portals.
- 43 _____ Seller (does) (does not) {**CHECK ONE**} approve making limited information available to participants in the MLS.

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

45 SELLER SIGNATURE _____ PRINT NAME _____

46 SELLER SIGNATURE _____ PRINT NAME _____

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

49 _____
50 (Listing Company) (Designated Agent Signature)

51 **ENTER INTO MLS AND UPLOAD CONTRACT & AMENDMENT INTO ASSOCIATED DOCS.**