



CAPITAL AREA REALTORS®  
 EGYPTIAN BOARD OF REALTORS®  
 PEORIA AREA ASSOCIATION OF REALTORS®  
 QUAD CITY AREA REALTORS®



**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 for  
 23 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 until \_\_\_\_\_ (date) (not to  
 30 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 is subject to a \$1,000 per showing fine, if found in violation. (Including access provided by Seller.)

34 \_\_\_\_\_ Marketing/advertising is permitted. When marketing a "Coming Soon" listing, all marketing, including but not limited to,  
 35 "Public Remarks" in the MLS, signs, social media, etc., must include the phrase "Coming Soon."

36 \_\_\_\_\_ Premises may not be transferred from ACTIVE to Coming Soon.

37 \_\_\_\_\_ 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  
 38 MLS.

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

40 SELLER SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

41 SELLER SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

42 Signed at \_\_\_\_\_ this date \_\_\_\_\_  
 43 (City & State) (Date must be entered by Signatory)

44 \_\_\_\_\_  
 45 (Listing Company) (Designated Agent Signature)

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