



## MLS Listing Exemption Authorization

This is an acknowledgement ("Acknowledgement") dated \_\_\_\_\_ regarding the listing of the property known as \_\_\_\_\_ ("Property"), hereinafter \_\_\_\_\_ is referred to as "Owner" and \_\_\_\_\_ is referred to as "Broker".

1. **MULTIPLE LISTING SERVICE:** Broker is a participant/customer to MRED's multiple listing service ("MLS"), the prevalent database of properties for sale or rent in the greater Chicagoland metropolitan area that is disseminated to and accessible by all other real estate agents who are participants/customers to the MLS or a reciprocal MLS. MRED's purpose is to support its nearly 40,000 real estate professionals in their cooperative efforts to bring together buyers and sellers, renters and lessors and assist in the real estate transaction process.
2. **MANDATORY SUBMISSION TO MLS:** The MLS requires brokers participating in the service to submit all exclusive right to sell, exclusive right to lease, and exclusive agency listings for real property to the MLS within 72 hours of obtaining all necessary signatures of the seller(s) or lessor(s) on the listing agreement. If Owner declines to permit the listing to be disseminated via the MLS, a listing exemption form shall be signed by Owner indicating that Owner does not desire the listing to be immediately filed with the MLS and the listing exemption form shall be filed with the MLS upon request.
3. **EXPOSURE TO BUYERS AND RENTERS THROUGH MLS:** Listing property with the MLS exposes the Property to all real estate brokers and managing brokers who are participants/customers of the MLS or any reciprocating MLSs, and potential buyer and renter clients of those brokers and managing brokers. The MLS may further transmit the MLS database to internet sites or apps that post property listings online.
4. **BROKER DUTIES:** While a listing is accessible 24/7 to all MRED's MLS participants/customers, Owner's Broker continues to maintain the listing by arranging for showings of the Property according to the procedures he/she has explained to Owner. Whether or not a property is listed in the MLS, Broker will remain responsible for providing the minimum services required by law to Owner.
5. **REALTOR® CODE OF ETHICS:** As a member of the National Association of REALTORS® (NAR), all MRED participants/customers agree to abide by NAR's code of ethics and cooperate with all brokers in making your property available for showings to prospective buyers or renters. They also adhere to strict NAR guidelines for the presentation and negotiation of contracts, thus furthering the interest of both the client and the public.
6. **NO ADDITIONAL FEES:** There are no additional listing costs charged by MRED for the placement of your Property's listing into MRED's MLS database.
7. **IMPACT OF EXCLUSION OF PROPERTY FROM MLS:** If Property is excluded from the MLS, Owner understands and acknowledges that (a) real estate brokers and managing brokers from other real estate offices who have access to the MLS, and their buyer or renter clients, may not be aware that Owner's Property is offered for sale or lease; (b) information about Owner's Property will not be transmitted by MRED to various real estate internet sites used by the public to search for property listings; and (c) real estate brokers, managing brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.
8. **FAIR HOUSING:** Owner's decision to exclude the Property from the MRED MLS database is based upon reasons other than a refusal or reluctance on Owner's part to show, list, negotiate or sell the Property to an individual on the basis of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, familial status or any other class protected by Article 3 of the Illinois Human Rights Act. Owner acknowledges that they shall also be bound by the provisions of federal, state and local (city and/or county) human rights or fair housing laws (if any) and agree to comply with same.
9. **SELLER OPT-OUT:** Owner understands the implications of not submitting Property to MRED's MLS database and authorizes Broker as follows (Check only one):
  - A.  Do not submit Property to the MLS for a period of \_\_\_\_\_ calendar days from the commencement of the listing.
  - B.  Do not submit Property to the MLS until \_\_\_\_\_ (date).
  - C.  Do not submit Property to the MLS until additional service(s) (e.g. virtual tours, professional photography, painting, staging, etc.) has been completed. Type of service(s): \_\_\_\_\_
  - D.  Do not submit Property to the MLS during the entire listing provided for in the Agreement.
  - E.  Do not submit Property to the MLS until given further written notice.

**FAX THIS FORM TO 630-955-0353 OR EMAIL TO: mlsexempt@mredllc.com**

By signing below, Owner acknowledges that Owner has read, understands, accepts and has received a copy of this form.

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_ Listing Agent ID # \_\_\_\_\_  
By (Managing Broker) \_\_\_\_\_  
Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Managing Broker Signature \_\_\_\_\_