



SELLER'S INSTRUCTION TO EXCLUDE LISTING FROM THE MLS

According to MLS Rules, Section 7.5, this form must be submitted to the Contra Costa Association of REALTORS® within 3 days.

Fax 925.944.7128 or email compliance@cartoday.com

This waiver is being submitted for Property located at: _____

Listing Agreement Date: _____ Listing Expiration date: _____

Property listed with following firm: _____

1. EXPOSURE TO BUYERS THROUGH MLS

Listing property with an MLS exposes a seller's property to all real estate agents and brokers who are participants or subscribers to the MLS, all real estate agents and brokers receiving access to the MLS by way of an MLS reciprocal agreement, and potential buyer clients of those agents and brokers. The MLS may further transmit the MLS database to Internet sites that post property listings online, including national compilations of properties for sale (such as realtor.com) and possibly even international compilations of properties for sale (such as worldproperties.com).

2. CLOSED/PRIVATE LISTING SUBGROUPS OF CLUBS

The MLS provides broad exposure for listed property. Closed or private listing clubs or subgroups are not the same as the MLS: They are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network – and excluding it from the MLS – is advantageous or disadvantageous to a seller, and why, should be discussed with the seller's listing agent.

3. IMPACT OF EXCLUSION OF PROPERTY FROM MLS

If Property is excluded from the MLS, Seller understands and acknowledges that:

- real estate agents and brokers from other real estate offices who have access to that MLS, and their buyer clients, may not be aware that Seller's Property is offered for sale;
- information about Seller's Property will not be transmitted to various real estate Internet sites used by public to search for property listing;
- real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property; and
- the reduction in exposure of the Property may lower the number of offers made which may adversely impact the sales price.

4. IMPACT/REDUCTION OF EXPOSURE

Any reduction in exposure of the Property may lower the number of offers made and negatively impact the sale price.

5. (DOM) DAYS ON MARKET OR DAYS ON MLS

- The number of days an unsold property remains either on market or on MLS, may affect the perception of how desirable the property is to real estate agents and buyers.
- Many MLS's use the term DOM to mean Days on Market, while others use the acronym to mean Days on MLS. As a general rule, if DOM means Days on Market, the first day on Market will be the beginning date of the Listing Agreement, which is either the beginning date identified on the Agreement, or the date of the last signature required to make the Agreement valid, whichever is later. DOM may alternatively begin later than the effective date of the Listing Agreement as long as NO MARKETING of the Property occurs prior to that date. Marketing is any communication made to the public containing any information, details, price or terms of any potential sale of the Property, or any communication made to the public with regards to the Brokerage firm or Agent's representation of the Seller. Marketing includes, but is not limited to : Place a sign on the Property, Internet Website posts, Social Media posts, Flyers or Advertising, and Open Houses. Where DOM means Days on MLS, it's possible that marketing time prior to submission to the MLS might not be measured on the MLS. Calculating DOM will differ depending on the MLS.



- c. On Market Date. Many MLSs treat the date of the Listing is submitted to the MLS or, the date marketing begins, whichever is earlier, as the "on market date" for the purpose of calculating the DOM.
- d. You should talk to your real estate broker or agent about the meaning of DOM and On Market Date and how they might affect the sale of your Property.

6. SELLER OPT-OUT

Seller certifies that Seller understands the implication of not submitting Property to the MLS and instructs Broker as follows (Check one):

- a. Market Property immediately but DO NOT submit Listing to the MLS for a period of _____ calendar days from the commencement of the listing or until _____ (date).
- b. DO NOT Market the Property immediately.
Begin marketing the Property on _____ (date). Submit Listing to the MLS on _____ (date).

7. MLS CLEAR COOPERATION POLICY

- a. The MLS to which Broker belongs has adopted a rule that requires all listing be submitted to the MLS within one business day after marketing a property to the public. Public marketing includes flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, email blasts, multi-brokerage listing sharing networks, and applications available to the general public. Public marketing does not include an office exclusive listing where there is a direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
- b. Under these circumstances, keeping the Property off the MLS means that (i) no public marketing will occur and (ii) the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients. By signing below, (i) Seller understands the implication of not submitting Property to the MLS is that any marketing of the property will be limited to the exposure offered by office exclusives and (ii) Seller nonetheless instructs Broker to exclude the listing from the MLS for the period of time specified in paragraph 6. Should any public marketing commence, seller understands and agrees that the listing will be submitted to the MLS within one business day.

8. In all cases specified in 6 or 7 above, the Property may be submitted to MLS sooner than specified if authorized in writing by Seller.

By signing below, Seller acknowledges that Seller has read, understands, accepts and has received a copy of this waiver form. Seller also understands that they may elect to opt-in to MLS use at any time during this agreement by notifying their Broker in writing.

Owner/Seller: _____ Date: _____

Owner/Seller: _____ Date: _____

Listing Agent: _____
Print Name *Signature*

Listing Agent Phone #: _____ Listing Agent Member #: _____

Listing Broker: _____
Print Name *Signature*

Listing Broker Phone #: _____ Listing Broker Member #: _____