



MLS Listing Exemption Authorization

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

- 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. MRED's purpose is to support its nearly 45,000 real estate professionals in their cooperative efforts to bring together buyers and sellers, renters and lessors and assist in the real estate transaction process.
- 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 48 hours of the effective listing date or within 24 hours after the real estate broker advertises the real property to the general public through a website or utilizes any publicly accessible print advertisements, including for sale signs, whichever is earlier.** If Owner declines to permit the listing to be disseminated via the MLS, and the property will not be *advertised to the public through a website or utilizes any publicly accessible print advertisements, including for sale signs* 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- SELLER OPT-OUT:** Owner understands the implications of not submitting Property to MRED's MLS database and authorizes Broker as follows (Check only one):
 - Do not submit Property to the MLS for a period of _____ calendar days from the commencement of the listing.
 - Do not submit Property to the MLS until _____ (date).
 - Do not submit Property to the MLS until additional service(s) (e.g. virtual tours, professional photography, painting, staging, etc.) has been completed, which must be completed by _____ (date). Service(s) to be completed: _____
 - Do not submit Property to the MLS during the entire listing provided for in the Agreement.
 - Do not submit Property to the MLS until given further written notice.

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 (Designated Managing Broker) _____

Address _____ State _____ Zip _____

Designated Managing Broker Signature _____

***Policy Exceptions** MRED's Private Listing Network does not apply to rental and commercial property types. Focus groups and MRED's Board determined that these types of transactions are exempt from the 24-hour rule due to the different nature of rental and commercial transactions.