

## Office Exclusive/Authorization to Exclude Addendum

Document #1260

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This form is an addendum to the Listing Agreement dated \_\_\_\_\_, \_\_\_\_\_  
DATE YEAR

for the property at \_\_\_\_\_  
PROPERTY ADDRESS, CITY, STATE, ZIP

between \_\_\_\_\_ of the office of \_\_\_\_\_  
NAME OF BROKER NAME OF BROKERAGE FIRM

and \_\_\_\_\_  
SELLER(S)

**1. MULTIPLE LISTING SERVICE:** Broker is a subscriber to the Regional Multiple Listing Service, Inc. ("RMLS™"), which disseminates information to the more than 10,000 other real estate brokers who subscribe to RMLS™. The purpose of RMLS™ is to support its participants by bringing together buyers and sellers through the cooperative efforts of our participating firms, resulting in quick, efficient and well-managed sales, providing the greatest convenience to sellers and buyers.

**2. MANDATORY SUBMISSION TO MLS:** RMLS™ requires brokers participating in the service to submit all exclusive right to sell and exclusive agency listings to RMLS™ within 72 hours of obtaining a signed listing agreement (or, if later, the date specified for marketing to begin), unless a broker submits this Office Exclusive/Authorization to Exclude Addendum signed by Seller(s) agreeing to exclude the listing from the multiple listing service.

**3. EXPOSURE TO BUYERS THROUGH MLS:** Listing property with the MLS exposes a seller's property to all real estate brokers who subscribe to RMLS™, and to their buyer clients. RMLS™ may further transmit the MLS database to internet sites that post property listings online. Cooperation among brokers from many brokerage firms, by including the listing in the MLS increases a seller's chances of identifying a qualified buyer and obtaining fair market value for the property.

**4. REALTOR® CODE OF ETHICS:** As members of the National Association of Realtors® (NAR), all RMLS™ subscribers follow NAR's strict Code of Ethics required of all REALTORS®. They agree to cooperate with all brokers in making property available for showings to prospective buyers, and adhere to strict NAR guidelines for the presentation and negotiation of contracts, thus furthering the interest of both the client and the public.

**5. IMPACT OF EXCLUSION OF PROPERTY FROM MLS:** If property is excluded from MLS, Seller understands and acknowledges that (a) real estate brokers from other real estate offices and their buyer clients, may not be aware that Seller's property is offered for sale, or on what terms; (b) information about Seller's property may not be transmitted to various real estate internet sites used by the public to search for property listings.

**6. CLOSED/PRIVATE LISTING CLUBS OR GROUPS:** Closed or private listing clubs or groups are not the same as the MLS, as they are accessible to a limited number of licensees and provide significantly less exposure for listed property. If Broker is advocating use of a closed or private listing club instead of MLS exposure, Seller should understand why the Broker is advocating listing exposure to a smaller group of potential buyers, and the potential disadvantage to the Seller in terms of obtaining the highest and best offers possible for the property.

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Property Address: \_\_\_\_\_

**7. FAIR HOUSING:** Seller(s) affirm that their decision to exclude Seller(s)' property from the RMLS™ is based upon reasons other than a refusal or reluctance on Seller(s)' part to show, list, negotiate or sell property to an individual on the basis of membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by federal, state, and local fair housing laws.

**8. SELLER OPT-OUT:** Seller certifies that Seller understands the implications of not submitting property to RMLS™ and instructs Broker as follows (Check only one):

- a.  Do not submit Property to RMLS™ until \_\_\_\_\_ (date).
- b.  Do not submit Property to RMLS™ during the entire listing provided for in the Listing Agreement.  
Effective date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By signing below, Seller(s) acknowledge that Seller(s) have read, understand, accept and have received a copy of this form.

FIRM NAME \_\_\_\_\_ Phone \_\_\_\_\_

BROKER Signature \_\_\_\_\_ Date \_\_\_\_\_

PRINCIPAL BROKER Name \_\_\_\_\_

PRINCIPAL BROKER Signature \_\_\_\_\_ Date \_\_\_\_\_

SELLER Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

SELLER Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If legal representative or attorney-in-fact state capacity and name of real party in interest)

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

Phone (w) \_\_\_\_\_ (h) \_\_\_\_\_

**Submit this form to RMLS™  
within 72 hours of the effective date of Listing Agreement**

dataaccuracy@rmls.com or rules@rmls.com  
Fax: 503-230-0689 or 877-256-2170 (outside of Portland)