

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

Listing Agreement Beginning Date: \_\_\_\_\_ Listing Expiration Date: \_\_\_\_\_

Listing Brokerage Name: \_\_\_\_\_

**Initials and signatures of all owners and signatures of both the listing broker/office manager and agent are required for validation – no changes or strikethroughs will be accepted.**

In compliance with the Stellar MLS Rules and Regulations, entry of all listings into Stellar MLS® is required within 5 business days of the dated signature of the owner(s) of record or the listing effective date on the Listing Agreement.

While the purpose of the multiple listing service (MLS) is to facilitate cooperation between MLS Brokers and their Agents, to successfully bring sellers and buyers together, it is also understood that there are circumstances under which the property owner(s) may seek privacy, to delay public marketing or to withhold distribution of their property through the MLS for either the entire listing agreement or for a set period of time.

<b>MLS Benefits Waiver</b>	
I/We affirm that there is a professional relationship between the listing Broker and myself/ourselves	<div style="margin-bottom: 10px;">Owner(s) Initial _____</div> <div>Owner(s) Initial _____</div>
I/We hereby certify and agree that by choosing an Office Exclusive or Delayed Marketing listing, I/we are knowingly and voluntarily relinquishing the substantial advantages of full MLS distribution. These advantages include—but are not limited to— <ul style="list-style-type: none"> <li>Immediate exposure to 80,000+ licensed real-estate professionals,</li> <li>Maximum online visibility to the broadest pool of active, qualified buyers, and</li> <li>Heightened competition that routinely drives quicker showings, stronger offers, and potentially higher sale prices.</li> </ul>	<div style="margin-bottom: 10px;">Owner(s) Initial _____</div> <div>Owner(s) Initial _____</div>
<b>I/We further understand that unrestricted MLS participation is widely regarded as the single most effective means of maximizing market reach, accelerating time-to-sale, and securing optimal pricing. By opting out or delaying entry into the MLS, I/We assume full responsibility for any extended marketing time, reduced buyer interest, or the adverse impact on final sales terms that may result from this decision.</b>	<div style="margin-bottom: 10px;">Owner(s) Initial _____</div> <div>Owner(s) Initial _____</div>
I/We understand that any public marketing of this property will trigger the Stellar MLS Rules and Regulations requirement that the property be entered for full distribution into the MLS within one business day for cooperation with other MLS Brokers and Agents.	<div style="margin-bottom: 10px;">Owner(s) Initial _____</div> <div>Owner(s) Initial _____</div>
I/We understand that public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, all social media platforms public or private, brokerage website displays (including IDX and VOW), digital communications marketing (email or text blasts, or automated voice calls/messaging), multi-brokerage listing sharing networks, and applications available to the general public.	<div style="margin-bottom: 10px;">Owner(s) Initial _____</div> <div>Owner(s) Initial _____</div>

**FAIR HOUSING**

I/We affirm that the property is NOT being excluded from MLS distribution based upon reasons founded on refusal or reluctance to show, list, negotiate or sell property to any individual or group of individuals on the basis of membership in any class, including but not limited to race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by local, state and federal fair housing laws.

Owner(s) Initial \_\_\_\_\_

Owner(s) Initial \_\_\_\_\_

**Stellar MLS® offers multiple listing options for sellers on listing and dissemination of their property. You MUST select only one of the following options:**

- ☐ **Office Exclusive:** As the owner(s) of record, I/We have directed our Broker to withhold the property from MLS dissemination and to refrain from any public marketing. The listings will be viewable exclusively by the Broker and Agents of the listing brokerage only. I/We affirm that the property will be entered into Stellar MLS during the entire listing period but will not be disseminated to all other Brokers and Agents. I/We understand that any public marketing will trigger the requirement to make the listing available to all Stellar MLS® Brokers/Agents, in accordance with all Rules & Regulations.

Owner(s) Initial \_\_\_\_\_ Owner (s) Initial \_\_\_\_\_ Broker/Office Manager Initial \_\_\_\_\_ Agent Initial \_\_\_\_\_

- ☐ **Office Exclusive with Temporary Exclusion:** As the owner(s) of record, I/We have directed our Broker that the property 1) will be viewable by the Broker and Listing Agent of the listing brokerage only; 2) will be temporarily withheld from all other Brokers and Agents until \_\_\_\_\_ (Temporary Exclusion Date). I/We affirm that the property will be entered into Stellar MLS, and I/We have instructed the Broker to withhold the listing from distribution to other Brokers and Agents, public marketing platforms, including IDX and syndication during the Temporary Exclusion period. Upon the expiration of the Temporary Exclusion period, the listing will automatically revert to an-Office Exclusive and will be viewable by the Broker and Agents of the listing brokerage only. During this Temporary Exclusion period I/We understand that upon public marketing, the listing must be made available to all Brokers and Agents within one business day.

Owner(s) Initial \_\_\_\_\_ Owner (s) Initial \_\_\_\_\_ Broker/Office Manager Initial \_\_\_\_\_ Agent Initial \_\_\_\_\_

- ☐ **Delayed Distribution:** I/We, the owner(s) of record, have directed that the listing be entered into Stellar MLS® in accordance with all MLS Rules & Regulations and will be disseminated to other Stellar MLS® Brokers/Agents. I/We have instructed the Broker to delay any public marketing of the property and delay display on IDX and syndication platforms for 5 calendar days from the Listing Agreement Beginning Date. I/We understand that the Broker may otherwise market the listing in a manner consistent with our direction during this period

Owner(s) Initial \_\_\_\_\_ Owner (s) Initial \_\_\_\_\_ Broker/Office Manager Initial \_\_\_\_\_ Agent Initial \_\_\_\_\_

**Owner(s):** \_\_\_\_\_  
Print Name Signature Date

**Owner(s):** \_\_\_\_\_  
Print Name Signature Date

**Broker/Authorized Associate MLS ID #:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
Signature Date

**Agent MLS ID #:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
Signature Date