



Office Exclusive Addendum to Listing Agreement

(To be used when a Seller refuses to permit the listing be disseminated to other MLS Participants.)

THIS OFFICE EXCLUSIVE ADDENDUM is made on \_\_\_\_\_, 20\_\_\_\_ to the Listing Agreement dated \_\_\_\_\_, 20 \_\_\_\_ (the "Listing Agreement"), by and between \_\_\_\_\_("Seller/Owner") and \_\_\_\_\_ ("Broker") for the exclusive right to sell certain real property known as \_\_\_\_\_ (Address), \_\_\_\_\_ (City), \_\_\_\_\_ (State) ("the Property") and shall be attached to and made a part of the Listing Agreement.

- 1. MULTIPLE LISTING SERVICE ("MLS") LISTING ENTRY REQUIREMENTS: The MLS requires listing brokers to enter all listings of designated property types and located in the MLS's Service Area into the MLS system within twenty-four (24) hours, excluding Saturdays, Sundays and holidays, of the effective date of the listing agreement.
2. OFFICE EXCLUSIVE: Office Exclusive listings are an important option for Sellers concerned about privacy and wide exposure of their property being for sale. When a Seller refuses to permit the listing to be disseminated to other MLS Participants, the MLS requires the Listing Broker to file the listing with the service, denote that it is not to be disseminated to other Listing Brokers, and upload this fully-executed Addendum to the MLS.
3. CLEAR COOPERATION: Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants, meaning the property no longer qualifies to be Office Exclusive. Public marketing includes, but is not limited to flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. Direct promotion of an Office Exclusive listing to the licensees affiliated with the Listing Broker and one-to-one promotion between these Listing Broker's licensees and their clients\* only is not considered public advertising. For failure to file a listing(s) within the required timeframe, the listing agent shall be assessed a \$500 fine.
4. OFFICE EXCLUSIVE RESTRICTIONS: Seller/Owner and Broker agree that the Listing Agreement is hereby modified to confirm with the following:
a. No real estate sign (or any sign indicating the property is for sale) to be installed or displayed at the property.
b. No public advertising of the listing.
c. Days on market will calculate, as the listing is being marketed to the extent allowed for Office Exclusive.
d. The Property will not be included in the MLS's syndication feeds and will not be included in the MLS's prospecting matching for "active" listings.
e. Upon any public advertising by any person, the listing no longer qualifies as Office Exclusive and within one (1) business day the Listing Broker must make the listing available to other Listing Brokers who participate in the MLS.
5. COMPENSATION: Owner acknowledges that an offer of compensation to cooperating buyer agents is required for the listing of the Property in the MLS, including those listed as "office exclusive."
6. OFFERS: A Seller is not prohibited from accepting an offer from a prospective buyer, provided said buyer is a client of a licensee affiliated with the Listing Broker. The acceptance of an offer from a buyer who is not a client of a licensee affiliated with the Listing Broker confirms that public marketing has occurred, and the Listing Broker must remove the Office Exclusive restriction in the MLS within one (1) business day of the offer being presented OR marketing of the property, whichever shall first occur. For failure to comply with this requirement, the listing agent shall be assessed a \$500 fine.

The party(ies) below have signed and acknowledge receipt of a copy:

Table with 3 columns: Signature, Print name, Date. Rows for Seller/Owner and Broker or Licensee Authorized by Broker.

\*Per the REALTOR® Code of Ethics: "Client" means the person(s) or entity(ies) with whom a REALTOR® or a REALTOR®'s firm has an agency or legally recognized non-agency relationship. "Customer" means a party to a real estate transaction who receives information, services, or benefits but has no contractual relationship with the REALTOR® or the REALTOR®'s firm. "Prospect" means a purchaser, seller, tenant, or landlord who is not subject to a representation relationship with the REALTOR® or REALTOR®'s firm."