CALIFORNIA ASSOCIATION OF REALTORS®

SELLER INSTRUCTION TO EXCLUDE LISTING FROM THE MULTIPLE LISTING SERVICE

(C.A.R. Form SELM, 7/13)

This is an addendum ("Addendum") to the ☐ Listing Agreement ☐ Other _____("Agreement") dated _____ on property known as_____("Property"), in which _____ is referred to as Seller and _____ is referred to as Broker.

1. **MULTIPLE LISTING SERVICE:** Broker is a participant/subscriber to the _____ Multiple Listing Service (MLS). The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS or a reciprocal MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's Property is offered for sale.
2. **MANDATORY SUBMISSION TO MLS:** The MLS generally requires brokers participating in the service to submit all exclusive right to sell and exclusive agency listings for residential real property or vacant lots to the MLS within **2 (or ☐ _____)** Days of obtaining all necessary signatures of the seller(s) on the listing agreement unless Broker submits to the MLS an instruction signed by Seller (such as this form or a local equivalent form) excluding the listing from the MLS.
3. **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, or a reciprocal MLS, 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.
4. **CLOSED/PRIVATE LISTING CLUBS OR GROUPS:** The MLS provides broad exposure for a listed property. Closed or private listing clubs or groups are not the same as the MLS: They are accessible to a much more limited number of licensees and provide 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 agent taking the seller's listing.
5. **IMPACT OF EXCLUSION OF PROPERTY FROM MLS:** If Property is excluded from the MLS, Seller understands and acknowledges that: **(a)** 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; **(b)** information about Seller's Property will not be transmitted to various real estate Internet sites used by the public to search for property listings; and **(c)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
6. **IMPACT/REDUCTION OF EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers made and negatively impact the sales price.
7. **SELLER OPT-OUT:** Seller certifies that Seller understands the implications of not submitting Property to the MLS and instructs Broker as follows (Check one):
   A. ☐ Do not submit Property to the MLS for a period of _____ calendar days from the commencement of the listing.
   B. ☐ Do not submit Property to the MLS until _____ (date).
   C. ☐ Do not submit Property to the MLS during the entire listing period provided for in the Agreement.

By signing below, Seller acknowledges that Seller has read, understands, accepts and has received a copy of this Addendum.

Seller _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Seller _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) _____ BRE Lic. #_____
By (Broker or Office Manager) _____ BRE Lic. #_____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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