



**SELLER INSTRUCTIONS  
TO EXCLUDE LISTING FROM MLS, INTERNET  
AND VIRTUAL OFFICE WEBSITES**

This is an addendum (“Addendum”) to the  Residential Listing Agreement-Exclusive,  Residential Listing Agreement-Agency,  Residential Listing Agreement- “Open”,  Other \_\_\_\_\_ (“Listing Agreement”) entered into on \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ / \_\_\_\_\_ (“Seller”), the owner of the property located at \_\_\_\_\_,

California (“Property”) and

Listing Firm \_\_\_\_\_ Listing Broker \_\_\_\_\_

Listing Office \_\_\_\_\_ Listing Agent \_\_\_\_\_

(“Agent”), that commences on \_\_\_\_\_, 20\_\_\_\_, and expires on \_\_\_\_\_, 20\_\_\_\_.

**Multiple Listing Service:** Agent is a member and Participant of the \_\_\_\_\_ Association of REALTORS® 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. Property information submitted to the MLS also described the price, terms and conditions under which the Seller’s property is offered for sale (including but not limited to the listing broker’s offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS.

**Internet Data Exchange (“IDX”):** Participants and subscribers of the MLS may display on their Internet websites the aggregated active MLS listing information, subject to certain rules and regulations, unless the seller specifically directs the Agent not to list the Property in the MLS.

**VOWs:** Participants of the MLS may operate virtual office websites (“VOWs”) where they may, subject to the participant’s oversight, supervision, and accountability, provide brokerage services and make MLS active listing data available to registered consumers who have established a relationship with the participant, unless the seller specifically directs the Agent not to display the Property on the VOWs.

**Effect of Exclusion of Property from the MLS, Internet /VOWs:** If Seller elects to exclude the Property from the MLS (and IDX) and the Internet (and VOWs), real estate agents and brokers from other real estate offices and their buyer clients who have access to that MLS, and consumers may not be aware that the Property is offered for sale, the Property will not be included in MLS downloads to various real estate internet sites used by the public to search for property listings, and real estate agents, brokers and consumers may be unaware of the terms and conditions under which Seller is marketing the Property.

**Blogging:** Internet websites and VOWs may provide blogging features which allow individuals to type in comments and opinions about the Property. These remarks could be positive or negative, and might encourage or discourage a potential buyer or a broker or agent from bringing a potential buyer to the Property.

**Automated Valuation Models:** Internet websites and VOWs may provide for display of property value information when a property listing is being displayed. The valuation information may not take into consideration all the positive and negative features of the property, the location, the current market or other factors. This valuation information could be positive or negative, and might encourage or discourage a potential buyer or a broker or agent from bringing a potential buyer to the Property.

### **Seller's Acknowledgment of Understanding**

\_\_\_\_ / \_\_\_\_  
Seller Initials                      Seller understands that listing property in the MLS and displaying the listing information on the Internet (and VOWs) exposes the Property to brokers and agents who access the MLS listing data and consumers who visit Internet websites that display listings and who register on VOWs.

\_\_\_\_ / \_\_\_\_  
Seller Initials                      Seller understands that allowing blogging regarding a listed property provides opportunities for individuals to publish opinions regarding the Property, both positive and negative, which may affect the desirability of the Property in the mind of a consumer.

\_\_\_\_ / \_\_\_\_  
Seller Initials                      Seller understands that allowing access to information from an Automated Valuation Model when the Property is displayed on the Internet (or a VOW) provides valuation opinions regarding the Property which may or may not be accurate or favorable to Seller and which may affect the desirability of the Property in the mind of a consumer.

\_\_\_\_ / \_\_\_\_  
Seller Initials                      Seller understands that Seller has the right to "opt-out" from having the Property listed in the MLS.

\_\_\_\_ / \_\_\_\_  
Seller Initials                      Seller understands that Seller has the right to "opt-out" from having the Property listing displayed on any Internet sites or, alternatively can "opt-out" of having the Property address displayed on any Internet sites.

\_\_\_\_ / \_\_\_\_  
Seller Initials                      Seller understands that if an election is made to opt out of having the listing displayed on VOWs, it may not be shown on any Internet sites.

\_\_\_\_ / \_\_\_\_  
Seller Initials                      Seller understands that Seller has the right to "opt-out" from allowing blogging regarding the Property displayed on the Internet (or a VOW).

\_\_\_\_\_/\_\_\_\_\_  
Seller Initials

Seller understands that Seller has the right to “opt-out” from allowing Automated Valuation Model information available regarding the Property displayed on the Internet (or a VOW).

**Seller’s Instructions to Agent**

Seller certifies that Seller understands the implications of not listing the Property in the MLS and providing the listing information by IDX and of not displaying the Property on the Internet and VOWs, and instructs Agent as follows:

\_\_\_\_\_/\_\_\_\_\_  
Seller Initials

Seller instructs Agent not to list the Property in the MLS: (check one).  
 for a period of \_\_\_\_\_ calendar days from commencement of the listing;  
 until \_\_\_\_\_, 20\_\_\_\_; or  
 during the listing period provided for in the Listing Agreement.

\_\_\_\_\_/\_\_\_\_\_  
Seller Initials

Seller instructs Agent not to allow the Property to be displayed on the Internet. Seller understands and acknowledges the result of this instruction will be that consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search.

\_\_\_\_\_/\_\_\_\_\_  
Seller Initials

Seller instructs Agent not to allow the address of the Property to be displayed on the Internet.

By signing below, Seller certifies that:

- Seller has read, understands, and accepts this Addendum;
- Seller has initialed and made the elections instructing Agent as indicated above; and
- Seller has received a copy of this Addendum.

Seller \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_

By (Agent) \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

[This form is to be retained for at least one year from the date it is signed.]