



MULTIPLE LISTING SERVICE ADDENDUM
(C.A.R. Form MLSA, 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Residential Listing Agreement, [] Other
dated _____, on property known as 123 Main St,
in which _____ is referred to as ("Seller")
and _____ is referred to as ("Broker").

1. MULTIPLE LISTING SERVICE:

- A. WHAT IS AN 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. As set forth in paragraph 3, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale, excepting offers of compensation. 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 or data sharing agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal or data sharing agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to internet sites that post property listings online.
B. WHAT INFORMATION IS PROVIDED TO THE MLS BEFORE OR AFTER SALE: All terms of the transaction, including sales price and, if applicable, financing and concessions, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.
C. WHAT IS BROKER'S MLS? Broker is a participant/subscriber to the Multiple Listing Service (MLS) specified in paragraph 2E(1) of the Listing Agreement and possibly others. Broker shall inform Seller if the MLS specified in paragraph 2E(1) is not the primary MLS for the geographic area of the Property. When required by paragraph 3 or by the MLS, Property will be listed with the MLS(s) specified.

2. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS

- A. EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to internet sites that post property listings online.
B. IMPACT OF OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
C. REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
D. NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

3. PUBLIC MARKETING OF PROPERTY:

- A. CLEAR COOPERATION POLICY: Unless paragraph 3F is checked, MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
B. PUBLIC MARKETING WITHIN CLEAR COOPERATION: (i) Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
C. "COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):
(1) Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
(2) Seller does [] does not) authorize Broker to market the Property per the Coming Soon status in Broker's MLS, if any.
D. SELLER INSTRUCTS BROKER:
(1) Seller instructs Broker to market the Property to the public at the beginning of the Listing Period;
OR (2) [] Seller instructs Broker to begin marketing the Property to the public on _____ (date);



OR (3) Seller instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form.) Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.

E. Seller understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS within **1 business day**.

F. **CLEAR COOPERATION POLICY DOES NOT APPLY:** The MLSs utilized by Broker do not have a Clear Cooperation Policy that applies to the Property. **Paragraphs 3A-E** do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.

4. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the internet as permitted by (or in accordance with) the MLS is as follows:

A. **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the internet (C.A.R. Form SELI). Seller understands that either of these opt outs would mean consumers searching for listings on the internet may not see the Property or Property's address in response to their search.

B. **FEATURE OPT OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands (i) that these opt outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other internet sites.

(1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.

(2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.

C. **SELLER ELECTION:**

(1) Seller authorizes the MLS to make all listing information available to internet sites;

OR (2) Seller elects to opt out of certain internet features as provided by C.A.R. Form SELI or the local equivalent form.

5. **SELLER CONCESSIONS:**

A. **CONCESSION EXPLANATIONS:**

- Concessions are monetary payments that a seller agrees to contribute towards a buyer's expenses and other costs a buyer is responsible for in the transaction.
- Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and buyer broker compensation.
- Concessions identified in an MLS listing are not promises to pay but instead indicate to a buyer that the seller will consider offers asking for concessions. Concessions specified in the MLS are not intended to be binding on Seller unless included in the accepted purchase agreement.
- Concessions specified in the MLS must be allowed to be used for any permissible buyer expense or cost and must not specify the concessions are to be used for broker compensation. However, a term in the buyer's offer may specify that the Seller agrees to pay all or a portion of the compensation that the buyer owes its broker.

B. **SELLER AUTHORIZATION:**

(1) Seller does not authorize Broker to put in the MLS that Seller is willing to consider offers asking for concessions.

OR (2) Seller authorizes Broker to put in the MLS that Seller is willing to consider offers asking for concessions, if allowed under the MLS rules. Even if permitted by the MLS, no amount of the possible concession will be stated in MLS, either as a percent of the purchase price or a flat fee, unless Seller notifies Broker in writing of the amount.

6. **PHOTOGRAPHS:**

A. Visitors entering or touring the Property may take photographs, and Broker does not have the ability to control or block the taking and use of Images. Seller can instruct Broker to publish information in the MLS is limited to those persons preparing appraisal or inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS.

B. **SELLER INSTRUCTION:**

(1) Visitors are not restricted from taking pictures of the Property;

OR (2) Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing appraisal or inspection reports.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Multiple Listing Service Addendum.

Seller _____ Date _____

Seller _____ Date _____

Real Estate Broker (Firm) _____ DRE Lic# _____

By (Agent) _____ DRE Lic# _____ Date: _____

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