

GSREIN MLS Listing Exclusion Agreement

This is an acknowledgment (“Acknowledgment”) dated _____, 20____, regarding the listing of the property known as _____ (“Property”), hereinafter _____ is referred to as “Owner” and _____ referred to as “Broker.”

- MULTIPLE LISTING SERVICE:** Broker is a participant to GSREIN’s multiple listing service (“MLS”), the prevalent database of properties for sale or rent in the Greater New Orleans metropolitan area that is disseminated to and accessible by all other real estate brokers/agents who are participants/subscribers to the MLS. GSREIN’s purpose is to support its more than 6,000 real estate professionals in their cooperative efforts to bring together buyers and sellers, tenants and lessors, and assist in the real estate transaction process.
- MANDATORY SUBMISSION TO MLS:** The MLS requires participating brokers in the service to submit all exclusive right to sell, exclusive right to lease and exclusive agency listings for real estate property to the MLS within seventy-two (72) business hours (excluding weekends and holidays) of the effective listing date or within twenty-four (24) business hours (excluding weekends and holidays) after the real estate broker advertises the real property to the general public through written, verbal and/or electronic means, including, but not necessarily limited to online and social media publications, traditional print publications, “For Sale” signs, and the like, whichever is earlier. **If Owner declines to permit the listing to be disseminated via the MLS, and the property will not be advertised to the public through a website or any other publicly accessible print advertisements, including for sale signs, a listing exemption form shall be signed by Owner indicating that Owner does not desire the listing to be immediately filed with the MLS and the listing exemption form shall be filed with the MLS. In the event the Property is publicly advertised for sale after the execution of this Acknowledgment, this Acknowledgment shall be deemed null and void and the Property listing must be submitted to the MLS within twenty-four (24) business hours thereof (excluding weekends and holidays).**
- EXPOSURE TO BUYERS AND RENTERS THROUGH MLS:** Listing property with the MLS exposes the Property to all real estate brokers and managing brokers who are participants/subscribers of the MLS or any reciprocating MLSs, and potential buyer and tenant clients of those brokers and managing brokers. As permitted by the listing broker, the MLS may further transmit the MLS database to Internet sites or applications that post property listings.
- BROKER DUTIES:** While a listing is accessible 24/7 to all GSREIN’s participants/subscribers, Broker continues to maintain the listing by arranging for showings of the property according to the procedures he/she has explained to the Owner. Whether or not a property is listed in the MLS, Broker will remain responsible for providing the minimum services required by law to the Owner.
- REALTOR CODE OF ETHICS:** As a member of the National Association of REALTORS (“NAR”), all GSREIN participants/subscribers agree to abide by NAR’s Code of Ethics and cooperate with all brokers in making Owner’s property available for showings to prospective buyers or tenants. They also adhere to strict NAR guidelines for the presentation and negotiation of contracts, thus furthering the interest of both the client and the public.

6. **NO ADDITIONAL FEES:** There are no additional listing costs charged by GSREIN for the placement of Owner's Property listing into GSREIN's MLS database.
7. **IMPACT OF EXCLUSION OF PROPERTY FROM MLS:** If Property is excluded from the MLS, Owner understands and acknowledges that (a) real estate brokers and managing brokers from another real estate office who have access to the MLS, and their buyer or tenant client, may not be aware that Owner's Property is offered for sale or lease; **(b) information about Owner's Property will not be transmitted by GSREIN to various real estate internet sites used by the public to search for property listings; and (c) real estate brokers, managing brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.**
8. **FAIR HOUSING:** Owner's decision to exclude the Property from the GSREIN MLS database is based upon reasons other than a refusal or reluctance on Owner's part to show, list, negotiate or sell the Property to an individual based on one's membership in a protected class (e.g., race, color, religion, national origin, sex, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, familial status or any other class protected by applicable fair housing legislation). Owner acknowledges that the provisions of federal, state shall also bound them, and local (city and/or parish) human rights or fair housing laws (if any) and agree to comply with the same.
9. **SELLER OPT-OUT:** Owner understands the implications of not submitting Property to GSREIN's MLS database and authorizes Broker as follows (check ONLY one):

- A. _____ DO NOT submit Property to the MLS until _____, 20____.
- B. _____ DO NOT submit Property to the MLS for the entire term of the listing agreement.
- C. _____ DO NOT submit Property to the MLS until further written notice from the Owner.

By signing below, the Owner acknowledges that the Owner has read, understands, accepts, and has received a copy of this form.

Executed this _____ day of _____, 20____.

Owner Signature

Listing Agent Signature

Owner Signature

Listing Broker Signature