



EXEMPT LISTING AGREEMENT

Property Address: _____

Seller(s): _____

Agresti Real Estate and its licensees adhere to a strict code of ethics as prescribed by the National Association of REALTORS. In every transaction, unless otherwise disclosed to you, our licensees have fiduciary duties to you, the client, which include:

1. Good faith and loyalty
2. Reasonable care & diligence
3. Disclosure of pertinent information and safeguarding of the principal's confidences

One of the functions of the Greater Erie Board of REALTORS (GEBOR) is to offer a Multiple Listing Service (MLS). Through the MLS, our licensees can make your property available to every other member of the MLS. This service greatly increases exposure of your property to potential buyers because it disseminates information about your property to websites used by prospective buyers, as well as all MLS subscribers in GEBOR's coverage area.

Choosing to list your property as an "Exempt" listing acknowledges that the Listing Agent and Listing Brokerage licensees may not publicly market this property, but may cooperate with other brokerages in the area should they procure a qualified buyer. 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 (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

By signing your name below, you acknowledge that you have read this notice and understand the benefits of the Multiple Listing Service, but instead prefer to list your property as an "Exempt" listing. Your property will not be publicly marketed as per the Listing Agreement Paragraph 25, Subsection A(2) (page 4, lines 222-225). It's important to note that the sale of your property will be reported to the MLS upon closing.

Owner/Seller instructs Broker (initial one only):

_____/_____/____ A) Do not publicly market the property until it is submitted to the MLS on _____ (date), unless active negotiations are taking place. The execution of an Agreement of Sale will nullify the MLS marketing date above, until either closing or termination.

_____/_____/____ B) Do not submit the property to the MLS or publicly market it during the entire listing period.

By signing below, Seller certifies and acknowledges that they have read, understand, accept, and have received a copy of this form.

Seller/Owner Signature

Date

Seller/Owner Signature

Date

Listing Agent Signature

Date