

SELLER AUTHORIZATION FORM: **OFFICE EXCLUSIVE LISTINGS**

EMAIL A COMPLETED COPY TO MLS@MIAMIRE.COM

Many third-party websites and services get their information from MIAMI Association of REALTORS®, Inc.'s (MIAMI REALTORS®) Southeast Florida Multiple Listing Service ("SEFMLS"). This is sometimes referred to as the "MLS" or "multiple listing service." This form, however, instructs the Listing Broker not to publicly distribute the Seller's property information outside of the SEFMLS.

If a Seller (who is an owner or owners of real property that are selling or leasing their properties) decides NOT to publicly distribute the Seller's property information outside of the SEFMLS, the Listing Broker must submit this Seller Authorization Form ("Form") to SEFMLS within 2 business days of the effective date of the listing agreement.

LISTING INFORMATION:

PROPERTY ADDRESS:

LISTING AGREEMENT EFFECTIVE DATE:

LISTING AGREEMENT TERMINATION DATE:

BY SIGNING THIS FORM, THE SELLER ACKNOWLEDGES AND REPRESENTS:

SELLER'S INITIALS:

_____ The Seller wants the Listing Broker to restrict and/or delay marketing of their listing and understands that they need to sign this Form because this limits broad access to information and, as a result, may affect the sale price. Specifically, the Seller's property (and the terms and conditions under which the Seller is offering the property for sale or lease) will not be displayed on the SEFMLS, internet platforms, or third-party websites that are used by the general public to search for property listings.

_____ The Seller understands that, if they choose to delay or not to promote their home for sale or lease on the SEFMLS on an impartial basis to the area's real estate brokers/agents, homebuyers, and/or tenants for any period of time, then the Seller understands and accepts the risks that: their home may take longer to sell or rent; it may impact the sale/lease price; and/or, the reduction in exposure of the Seller's property may negatively impact the Seller's ability to sell or lease their property at terms favorable to the Seller. The Seller holds harmless and releases MIAMI REALTORS® and the SEFMLS from any liability regarding the same.

_____ The Seller understands that MIAMI REALTORS® has thousands of members who are also SEFMLS Participants and/or Subscribers. The Seller further understands that MIAMI REALTORS® and SEFMLS have data sharing agreements with other multiple listing services around the country, and world, that provide additional exposure for listings in the SEFMLS that are publicly distributed. The Seller is knowingly waiving this benefit – broad and immediate exposure of their listing through the SEFMLS and by extension third-party websites and services – and holds MIAMI REALTORS® and SEFMLS harmless for the same.

_____ The Seller understands that most properties in the area are marketed through MIAMI REALTORS® SEFMLS service, which enables homeowners, buyers, and renters an equal opportunity to access up-to-date information about properties for sale and rent. The Seller further understands that by delaying or not marketing the listing in the SEFMLS, other real estate licensees representing prospective buyers and tenants may not be aware that the Seller's property is available for sale or lease.

_____ The Seller understands that delaying and/or not allowing MIAMI REALTORS® and SEFMLS to distribute their property's information to other brokers and the public may substantially reduce the number of local, national, and foreign potential buyers/renters and real estate brokers/agents who can learn about the property.

_____ The Seller understands that MIAMI REALTORS® SEFMLS system enables information about listings and properties to be available on thousands of websites, providing all prospective buyers and renters with an equal opportunity to learn about the property.

_____ Seller knows and understands that the SEFMLS has an option where a seller/landlord may instruct their listing broker to select “Active – Internet N” as an option in MIAMI REALTORS® SEFMLS system, which would NOT publicly display or distribute the information about their property on the internet or on third-party websites; but, instead it WOULD still share the information about the property (the listing) with MIAMI REALTORS® other SEFMLS Participants and Subscribers who are licensed real estate professionals and who could, in turn, share the listing information with their respective customers. The Seller understands that an “Office Exclusive” listing agreement with the Listing Broker would not provide them with this opportunity.

_____ Seller understands that MIAMI REALTORS® does not charge the Seller for their Listing Broker to enter their property as a listing into the SEFMLS.

_____ Seller is instructing their Listing Broker either to delay marketing of their property through the SEFMLS or NOT to market their property through the SEFMLS. Instead, the Seller is instructing the Listing Broker to limit marketing to the Listing Broker’s own network and methods, per this written instruction. Seller releases MIAMI REALTORS® and SEFMLS from any liability related to the same, including but not limited to the decisions and/or policies of third-party websites and portals regarding listings where the marketing through the SEFMLS is either delayed or not done at all.

_____ Seller understands and acknowledges that they may, at any time, instruct their Listing Broker to enter their listing into the SEFMLS.

BY SIGNING THIS FORM, THE LISTING BROKER ACKNOWLEDGES AND REPRESENTS:

LISTING BROKER’S INITIALS:

_____ The Listing Broker knows that an “Office Exclusive” listing does not relieve them of their obligations under the SEFMLS Rules.

_____ Using the “Office Exclusive” listing is optional and the Listing Broker’s unilateral and independent business decision to do so. The Listing Broker holds harmless and releases MIAMI REALTORS® and the SEFMLS from any liability regarding an “Office Exclusive” listing.

_____ Listing Broker understands and acknowledges that the Seller may, at any time, instruct their Listing Broker to enter their listing into the SEFMLS.

BY SIGNING THIS FORM, BOTH THE SELLER AND LISTING BROKER ACKNOWLEDGE, UNDERSTAND, AND AGREE TO THE FOLLOWING:

1. **DISCLOSURE OF THE PROFESSIONAL RELATIONSHIP BETWEEN SELLER AND LISTING BROKER.** Both the Seller and Listing Broker agree that they have a listing agreement that discloses the professional relationship between the Seller and Listing Broker. This Form is not a listing agreement between Seller and the Listing Broker. MIAMI REALTORS® has a toolkit to explain the Authorized Brokerage Relationships recognized by Florida law [HERE](#).
2. **FAIR HOUSING.** The Seller and Listing Broker affirm that the above-referenced property is not being excluded from the SEFMLS based upon reasons related to refusal or reluctance to show, list, negotiate, lease, or sell property to any individual or group of individuals on the basis of any protected class, including but not limited to race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, and/or any other class protected by local, state, and/or federal fair housing laws.

3. **JURY TRIAL WAIVER.** Seller and Listing Broker irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Form, including any exhibits, schedules, and appendices attached to this Form, or the transactions contemplated hereby. Seller and Listing Broker certify and acknowledge that: **(A)** no representative of the other has represented, expressly or otherwise, that the other would not seek to enforce the foregoing waiver in the event of a legal action; **(B)** they have each considered the implications of this waiver; **(C)** they each make this waiver knowingly and voluntarily; and, **(D)** each has decided to enter into this Form in consideration of, among other things, the mutual waivers and certifications in this Section.
4. **CLASS ACTION WAIVER; DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION; VENUE.** For any disputes arising under this Form shall first attempt to resolve such dispute informally. If the Listing Broker, Seller, and/or MIAMI REALTORS® is unable to resolve such dispute informally, they shall exclusively submit to the jurisdiction and venue of any court of competent jurisdiction in Miami-Dade County, Florida, on a single plaintiff basis (Listing Broker and Seller waive any right to pursue claims on behalf of, or in conjunction with, a class of plaintiffs). Seller, Listing Broker, and MIAMI REALTORS® waive any objection based on improper venue or *forum non conveniens*. This Form is to be construed pursuant to the laws of the State of Florida, without regard to conflict of law provisions.
5. **HOLD HARMLESS.** Seller and Listing Broker each hold harmless MIAMI REALTORS®, its officers, directors, employees, agents, contractors, and licensees, from and against any and all claims, demands, liabilities, and actions, the payment of all legal expenses, including but not limited to costs and reasonable attorneys' fees, arising out of or connected with this Form ("Claims"). This includes, but is not limited to: any Claims between Seller and/or Listing Broker and MIAMI REALTORS®; any Claims related to breaches by Seller and/or Listing Broker of any of the terms and conditions of this Form; any Claims related to damages; Claims of federal, state, or local fair housing violations; and/or Claims of violations of the Americans with Disabilities Act. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, MIAMI REALTORS®' ENTIRE AND CUMULATIVE LIABILITY TO SELLER, LISTING BROKER, AND/OR OR ANY THIRD-PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS FORM, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO \$100. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS FORM, IN NO EVENT SHALL MIAMI REALTORS® BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF SELLER AND/OR LISTING BROKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LISTING BROKER AND SELLER HAVE BEEN ADVISED OF THE RISK OF POTENTIAL CLAIMS, LAWSUITS, AND DEMANDS RELATED TO LIMITING OR DELAYING THE EXPOSURE OF THE SELLER'S LISTING(S) IN OR THROUGH THE MIAMI REALTORS® SEFMLS.
6. **NO JOINT VENTURES.** Nothing in this Form shall be construed as creating a partnership, joint venture, or principal/agent relationship between Listing Broker and MIAMI REALTORS® and/or Seller and MIAMI REALTORS®. Each shall be fully independent in its business operations and shall make all business decisions and practices independently and unilaterally.
7. **NOTICES. (A) To MIAMI REALTORS®.** All notices required to be given under the terms of this Form to MIAMI REALTORS® shall be in writing, sent to MIAMI REALTORS®, Attn.: Legal Department, 1800 Oakwood Drive, Miami, FL 33166. Notice shall be given by: **(i)** certified mail, return receipt requested; or, **(ii)** reputable overnight or two-day courier, and shall be effective upon receipt. A copy of all notices must also be sent via email to legal@miamire.com. **(B) Notices to Seller and Listing Broker.** Seller and Listing Broker all consent to receiving electronic communications (including, but not limited to email, text message, website, or mobile application) on all subjects pertaining to this Form at the contact information listed below, which will satisfy all notice requirements of this Form.
8. **MISCELLANEOUS PROVISIONS. (A) Costs of Litigation.** If any action is brought by Listing Broker, Seller, and/or MIAMI REALTORS® regarding the subject matter of this Form, the prevailing party shall be entitled to recover, in addition to any other relief granted, costs, reasonable attorneys' fees, and expenses of litigation. **(B) Severability; Interpretation.** If any particular section of this Form shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited, or unenforceable for any reason, such section, as to such jurisdiction only, shall be ineffective, without invalidating the remaining provisions of this Form, without affecting the validity or enforceability of this Form, and without affecting the validity or enforceability of such provision in any other jurisdiction. Any provision or section found to be invalid shall be more narrowly construed so that it becomes legal and enforceable. The headings used

in this document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any section. Any rule that ambiguities are construed or interpreted against the drafter of a document, or against the party for whose benefit the document is made, shall not apply. As used in this Form, the plural shall include the singular and the singular shall include the plural whenever appropriate. **(C) No Waiver.** The waiver by MIAMI REALTORS® of or the failure of MIAMI REALTORS® take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Form. **(D) No Assignment.** Neither Seller nor Listing Broker may assign or otherwise transfer any rights under this Form to any party. **(E) Survival.** The obligations of Seller and Listing Broker set forth under this Form shall survive the termination of this Form. **(F) Execution and Amendment.** This Form may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Electronically submitted signatures are deemed to be equivalent to original signatures for the purposes of this Form. MIAMI REALTORS® shall be deemed to have executed this Form upon the last date all Parties have executed this Form. This Form may not be amended except in writing, agreed to and signed by Listing Broker, Seller, and MIAMI REALTORS®.

BY SIGNING BELOW, THE SELLER AND LISTING BROKER BOTH CERTIFY THAT THEY HAVE READ AND UNDERSTAND THE INFORMATION IN THIS FORM. Add additional sheets, as necessary, if there is more than one Seller.

SELLER

Signature: _____

Printed name: _____

Date: _____

Email: _____

Telephone: _____

Address: _____

City, State, Zip: _____

LISTING BROKER

Signature: _____

Printed name: _____

Date: _____

Email: _____

Telephone: _____

Brokerage: _____

Title: _____

DISCLAIMERS:

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THIS FORM DOES NOT CONSTITUTE LEGAL ADVICE. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. THIS FORM DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND CONDITIONS OF THIS FORM SHOULD BE ACCEPTED BY THE PARTIES IN A PARTICULAR TRANSACTION. ALL TERMS AND CONDITIONS MUST BE NEGOTIATED BASED UPON THE PARTIES' RESPECTIVE INTERESTS, OBJECTIVES, AND BARGAINING POSITIONS OF ALL INTERESTED PERSONS. ALL BUSINESS DECISIONS MUST BE MADE UNILATERALLY AND INDEPENDENTLY. THE PARTIES USE THIS FORM AT THEIR OWN RISK. IT CONTAINS GENERAL INFORMATION AND MAY NOT REFLECT CURRENT LEGAL DEVELOPMENTS OR INFORMATION. IT CONTAINS LINKS TO OTHER THIRD-PARTY WEBSITES, WHICH ARE ONLY FOR THE CONVENIENCE OF THE RECIPIENT. NOTHING IS INTENDED TO CREATE AN ATTORNEY-CLIENT RELATIONSHIP AND SHALL NOT BE CONSTRUED AS LEGAL ADVICE. THE INFORMATION IS NOT GUARANTEED TO BE CORRECT, COMPLETE, CURRENT, OR SUITABLE. MIAMI REALTORS® MAKES NO WARRANTY, EXPRESSED OR IMPLIED, ABOUT THE ACCURACY OR RELIABILITY OF THE INFORMATION IN THIS FORM AND IN THESE MATERIALS. RECIPIENTS OF THE INFORMATION IN THIS FORM AND PARTIES USING THIS FORM SHOULD NOT ACT OR REFRAIN FROM ACTING ON THE BASIS OF ANY INFORMATION WITHOUT SEEKING APPROPRIATE LEGAL ADVICE ON THE PARTICULAR FACTS AND CIRCUMSTANCES AT ISSUE FROM AN ATTORNEY LICENSED IN THE RESPECTIVE PARTY'S STATE. MIAMI REALTORS® EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO ACTIONS TAKEN OR NOT TAKEN BY THE RECIPIENT BASED ON ANY OR ALL OF THE INFORMATION IN THIS FORM. BY USING THIS FORM, THE PARTIES ARE AGREEING TO THESE TERMS AND CONDITIONS.