



## Seller/Lessor Instruction to Withhold Listing From SmartMLS

The undersigned Owners of property located at \_\_\_\_\_  
[Address of listed Property]

listed it for sale/lease with \_\_\_\_\_ by a Listing Agreement  
[Listing Broker/Firm]

dated \_\_\_\_\_ beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.  
[Date] [Date] [Date]

Seller(s)/Lessor(s) hereby certify that I/we have instructed the Listing Broker to withhold the Listed Property from SmartMLS, Connecticut's Multiple Listing Service in which Listing Broker is a Participant.

Regarding my/our decision to not submit the Listed Property to SmartMLS, **I/we represent and warrant that the following statements are true:**

1. The Listing Broker has advised me/us that by withholding the Listed Property from the MLS:
  - a. The Listed Property will not be exposed to the widest possible number of potential buyers/lessees who are represented by the over 21,000 agents who participate in the MLS.
  - b. By withholding the Listing from the MLS I/we may not receive the highest possible selling/lease price and the most favorable offer to purchase the Property.
  - c. Because the Listing has been initially withheld from the MLS, the withheld option cannot be removed until thirty (30) days after the date of the Listing Agreement. If the withheld option is lifted on the MLS after the thirty day period, the Listing's time on market will be calculated based on the date of the Listing Agreement, not the date that the Listing is filed with the MLS.
2. I/we understand that I/we are entitled to have the Listed Property placed on the MLS and that the Property can only be withheld from the MLS by my/our specific written request.

### STATEMENTS REQUIRED BY LAW

This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c, as the same may be amended from time to time).

IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED OR RELIGION, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, MARITAL STATUS, CIVIL UNION STATUS, AGE, LAWFUL SOURCE OF INCOME, INTELLECTUAL DISABILITY, LEARNING DISABILITY, MENTAL DISABILITY OR PHYSICAL DISABILITY, FAMILIAL STATUS AND STATUS AS A VETERAN.

Seller(s)/Lessor(s) Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller(s)/Lessor(s) Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Listing Agents Certification Regarding Withheld Listing

I, the undersigned, as the Listing Agent for property located at \_\_\_\_\_  
[Address of Listed Property]

hereby represent and warrant to SmartMLS as follows:

1. I have fully and fairly advised the Seller(s)/Lessor(s) of the Listed Property of the benefits of listing the Property with the MLS and of my obligation under Connecticut law to cooperate with other real estate brokers in the marketing and sale/lease of the Listed Property.
2. The above warranties and representations made by the Owner(s) in the Instruction To Withhold Listing From SmartMLS are true and accurate in all respects.
3. I understand and acknowledge that any falsehood or misrepresentation by me in connection with the withholding of any listing from SmartMLS may result in disciplinary action being taken against me, including possible fines, suspension or expulsion.
4. I understand and acknowledge that per Section 4.4 of the SmartMLS Rules and Regulations, I must enter this listing into the MLS as a withheld listing BEFORE any marketing can take place. I must also submit this form to the Private - Withheld Authorization form folder immediately when I submit the withheld listing to the MLS.

### Section 4.4 Exempted Listings.

*If the Seller(s)/Lessor(s) refuse, on their own initiative, to allow a Listed Property which is a Mandatory Listing pursuant to Section 4.1.1 of the SmartMLS Rules, to be filed and marketed through the Service, the Seller(s)/lessor(s) must execute a Withhold Listing from MLS Form with respect to the Listed Property. The Listing Broker must upload the executed Seller/Lessor Instruction to Withhold Listing from SmartMLS Form and at a minimum, input all required fields and save the listing as a Withheld from MLS listing to the Service before the Deadline for Filing. If the executed Seller/Lessor Instruction to Withhold Listing from SmartMLS Form is properly filed, the Participant with which the Listing Broker is affiliated may accept the Listing as an "office exclusive" and the Listing shall not be included in the search results of any Service Compilation. If the Seller(s)/Lessor(s) has elected to Withhold a Listing from the Service, the Listed Property cannot be placed on the Service as an Active listing for a period of thirty (30) days following the date of the Listing Agreement. The Seller(s)/Lessor(s) expressly waive his/her/their right to utilize the Service to market the Listed Property until the expiration of the thirty (30) day exclusion period. If a Withheld Listing is filed with the Service after expiration of the exclusion period, market time for the Listed Property will be calculated from the date of the Listing Agreement, not the date on which the Withheld Listing is filed with the Service.*

Listing Agent Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Broker or Office Manager: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_