



# PRIVATE OFFICE LISTING MODIFICATION TO EXCLUSIVE RIGHT TO SELL CONTRACT (Heartland MLS Private Office Exclusive Form)

1 SELLER: \_\_\_\_\_

2  
3 PROPERTY: \_\_\_\_\_

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6 SELLER has requested and understands the PROPERTY will be listed with BROKER and information  
7 regarding the PROPERTY will be kept private and shared only with real estate licensees within the listing  
8 BROKER'S OFFICE. This **Private Office Listing** will be placed into the Heartland Multiple Listing Service  
9 (MLS) as a **Private Office Listing** and will only be available for view by BROKER and BROKER'S  
10 Licensees within the same Office/Broker ID. This **Private Office Listing** will not be made public, will not  
11 be placed into the MLS as an active listing for anyone outside of BROKER'S OFFICE to view, will not be  
12 marketed by BROKER or SELLER on any public website, email list, social media post, flyer, sign (including  
13 yard sign), bulletin board, poster, mass email message, discussion with any person outside of BROKER'S  
14 OFFICE, or notification to other brokerage firms. SELLER will only allow showings of the PROPERTY by  
15 the Listing BROKER and BROKER's Licensees.

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18 SELLER understands when BROKER holds PROPERTY out from the MLS without disseminating,  
19 marketing, advertising or communicating with any real estate licensee outside BROKER'S OFFICE, or to  
20 the public in any way, exposure of the PROPERTY will be limited and may not result in the highest price  
21 for PROPERTY or other terms that may otherwise be deemed favorable to the SELLER. SELLER  
22 understands these limitations, and due to SELLER'S privacy concerns SELLER has agreed to and fully  
23 understands the impact of keeping the availability of the PROPERTY from the general public and other real  
24 estate licensees not affiliated with BROKER'S OFFICE.

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27 SELLER affirms that the PROPERTY is not being excluded from the MLS based upon reasons founded on  
28 the refusal or reluctance to show, list, negotiate or sell property to any individual or group of individuals on  
29 the basis of membership in any class, including but not limited to race, color, religion, national origin, sex,  
30 ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by  
31 local, state and federal fair housing laws.

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34 SELLER agrees if SELLER, BROKER or anyone outside BROKER'S OFFICE publicly disseminates  
35 information about the availability of PROPERTY for purchase during the term of the Exclusive Right to Sell  
36 Agreement, the **Private Office Listing** status is unilaterally revoked and all terms and conditions of the  
37 Exclusive Right to Sell Agreement will prevail. If or when the **Private Office Listing** status is revoked,  
38 SELLER authorizes BROKER to submit PROPERTY information to the MLS as an active listing immediately  
39 or no later than one (1) business day for viewing by brokers, licensees and others outside of BROKER'S  
40 OFFICE. BROKER'S failure to submit as an active listing within one (1) business day will result in a  
41 \$1000.00 penalty. Receipt of an offer from a broker or licensee not affiliated with BROKER'S OFFICE  
42 constitutes public dissemination and/or marketing of the PROPERTY.

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45 This amends the Exclusive Right to Sell Contract between SELLER and BROKER by modifying paragraphs  
46 1, 2 and 3 of the KCRAR Exclusive Right to Sell Contract whereas no public marketing will take place during  
47 the term of the Listing Contract. Any conflict between the terms of the Exclusive Right to Sell and this  
48 Amendment, the terms of this Amendment will control. After the PROPERTY is sold and closed SELLER  
49 authorizes BROKER to submit to the MLS the sales information, including sale date and the price at which  
50 PROPERTY was sold, as required by Heartland MLS.

Initials  
SELLER | SELLER

51 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,  
52 THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.  
53 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.  
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57 \_\_\_\_\_  
58 **BROKERAGE NAME** **SELLER** **DATE**  
59  
60 \_\_\_\_\_  
61 **BROKER SIGNATURE** **DATE** **SELLER** **DATE**  
62  
63 \_\_\_\_\_  
**LICENSEE ASSISTING SELLER SIGNATURE** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright February 2023

Private Office Listing Modification  
To Exclusive Right To Sell Contract