

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

1 SELLER: _____

2
3 PROPERTY: _____

4
5
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 BROKERAGE. This **Private Office Listing** will be placed into the Heartland Multiple Listing Service (MLS)
9 as a **Private Office Listing**. This **Private Office Listing** will not be made public, will not be placed into the
10 MLS as an active listing for anyone outside of BROKERAGE to view, will not be marketed by BROKER or
11 SELLER on any public website, email list, social media post, flyer, sign (including yard sign), bulletin board,
12 poster, mass email message to prospective buyers or to licensees outside of BROKERAGE. BROKER and
13 BROKER'S licensees may have a private one-to-one discussion with others outside of BROKERAGE.
14 SELLER will only allow showings of the PROPERTY by the Listing BROKER and BROKER's Licensees.
15

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

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

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

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

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 Initials
SELLER | SELLER

46 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,
47 THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
48 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
49
50

51
52 _____
53 **BROKERAGE NAME** **SELLER** **DATE**
54
55 _____
56 **BROKER SIGNATURE** **DATE** **SELLER** **DATE**
57
58 _____
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. Last revised November 2025. All previous versions of this document may no longer be valid. Copyright January 2026.

Private Office Listing Modification
To Exclusive Right To Sell Contract