



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 dated _____
[Listing Broker/Firm] [Date]

beginning on _____ and ending on _____.
[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 17,000 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, it cannot be placed on the MLS until thirty (30) days after the date of the Listing Agreement. If the Listing is placed 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.
3. I/we understand that Connecticut and federal law requires I/we as the Owner of the Listed Property and the Listing Broker comply with all applicable Fair Housing laws and regulations and that the Property must be made available to all prospective buyers/lessees regardless of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status, learning disability, mental retardation, mental disability or physical disability. **I/we have not instructed the Listing Broker to withhold the Listed Property from the MLS with the intent to violate any applicable Fair Housing law or regulation.**

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 I must submit this form and corresponding Listing Agreement, or Compliance Certification to SmartMLS within **24 hours** of executed Listing Agreement.

Listing Agent Name: _____

Signature: _____ Date: _____

Broker or Office Manager: _____

Signature: _____ Date: _____