# CONDITIONAL WITHDRAWAL OF LISTING

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.**

I/WE _____(SELLER) the SELLER of property located at _____ (PROPERTY) and _____ (LISTING BROKER) agree that the Exclusive Right To Sell Agreement entered into by the parties on _____ is withdrawn from the MLS and being offered for sale by the LISTING BROKER with the following conditions:

1.The undersigned SELLER, in good faith, has decided to withdraw the property from the MLS and being offered for sale by the LISTING BROKER and represents that there are no negotiations pending or contemplated between the SELLER with any individual(s) or entity for the sale or exchange of said PROPERTY.

2. This Conditional Withdrawal shall expire on _____ (EXPIRATION DATE).

3. If said property is again offered for sale or exchange or is sold or exchanged at any time between the WITHDRAWAL DATE and the EXPIRATION DATE of this Conditional Withdrawal, the terms, conditions and obligations of the Exclusive Right To Sell Agreement shall be deemed to be in full force and effect.

4. The EXPIRATION DATE set forth in paragraph 2 of this Conditional Withdrawal *supersedes* the date of expiration indicated in the Exclusive Right To Sell Agreement.

5. The undersigned LISTING BROKER and SELLER agree that the PROPERTY will be withdrawn from the MLS and being offered for sale by the LISTING BROKER effective _____ (WITHDRAWAL DATE).

6. Other conditions: _____

_____

_____

_____

_____

**This is NOT a release of the SELLER from their obligations under the Exclusive Right to Sell Agreement.**

SELLER _____ Date:_____

SELLER _____ Date:_____

LISTING BROKER _____ Date:_____

The "EFFECTIVE DATE" of this Agreement shall be the latest date entered above alongside the parties' signatures.

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