



ACTIVE STATUS REQUEST FORM

Revised 3/6/2020

Use this form if you have an accepted offer with a "kick-out/right of first refusal"* and the Seller wants the listing to remain Active (otherwise the listing must be placed in the UAG status). If you have any questions, please contact MLS PIN Customer Service at 800-695-3000, option 1.

PLEASE PRINT CLEARLY

Property Address: _____
(Street) (Town) (State)

MLS Listing #: _____

Office Name: _____ Agent Name: _____

Office ID: _____ Agent ID: _____

Through the listing brokerage firm identified below (the "Broker"), the undersigned owner and seller (the "Seller") of the property described above (the "Property") has listed the Property with the multiple listing service (the "MLS") of MLS Property Information Network, Inc. ("MLS PIN"). Notwithstanding the execution and delivery of a purchase and sale agreement or a written bilateral offer to purchase between the Seller and a potential buyer for the Property, the Seller desires the Property to remain in an "active" status in the MLS until the Ending Date or Ending Event specified below.

In making that decision, the Seller has been fully informed by the Broker that the Property will be displayed on all "active" search results in the MLS and that as a result the Property must continue to be made available for the Broker and other MLS PIN member brokers to show to prospective purchasers. By countersigning this Form, the Broker acknowledges and agrees that, in accordance with Article II of the MLS PIN Rules and Regulations, the Broker must continue to make the Property available for showings and must continue to present to the Seller all offers to purchase unless otherwise agreed to in writing between the Seller and the Broker. Please note that as the listing is in the "active" status, it will still expire on the stated expiration date.

* Shall mean a contingency in a Bilateral Agreement between the Seller and the prospective purchaser of a Listed Property in which (i) the prospective purchaser is not required to purchase the Listed Property unless one or more events specified in the Bilateral Agreement have occurred (each, for purposes of this definition, a "Contingency") and none of those Contingencies is of the same type or kind as the contingencies identified by the Service in its then current Contingent Status Request Form; (ii) until each Contingency has been satisfied, the Seller is permitted to seek additional offers for the Listed Property from third parties; (iii) before accepting an offer from a third party, the Seller is required to notify the prospective purchaser of the offer; and (iv) on receipt of notice of a third-party offer, the prospective purchaser either (A) may abandon each then remaining Contingency within the limited period of time during which abandonment is permitted under the Bilateral Agreement and proceed with the purchase of the Listed Property, in which case the Seller may not accept the additional third-party offer and must sell the Listed Property to the prospective purchaser, or, if the prospective purchaser does not timely abandon each then remaining Contingency as contemplated in clause (A), (B) will forfeit the right to purchase the Listed Property, in which case the Seller has no further obligation to sell the Listed Property to the prospective purchaser.

Kick-Out Clause or Right of 1st Refusal Time Limit: _____

Name of Brokerage Firm (Please Print) Signature of Broker Date

Name(s) of Owner(s)/Seller(s) (Please Print) Name(s) of Owner(s)/Seller(s) (Please Print)

Signature(s) of Owner(s)/Seller(s) Date Signature(s) of Owner(s)/Seller(s) Date

READ THIS CAREFULLY: If there is more than one "Seller" of the Property, (1) each such Seller must sign this Form for it to be effective and (2) references in the Form to a Single "Seller" will be deemed to refer to each of the Sellers.