

IN THE COUNTY COURT OF THE 9<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR ORANGE  
COUNTY, FLORIDA

MV REALTY PBC, LLC, a Florida  
Limited liability company,

CASE NO.

Plaintiff,

vs.

KYLE ALAN KASMIERSKI,

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

Comes now, MV REALTY PBC, LLC, a Florida limited liability company (“Plaintiff” or “MV”), a Florida limited liability company, by and through its undersigned counsel, hereby brings this action against Kyle Alan Kasmierski (the “Defendant”) to enforce its rights under Section 5 of the MVR Homeowner Benefit Agreement dated July 28, 2022 (the “Agreement”), attached hereto as **Exhibit “A”**.

**PARTIES, JURISDICTION AND VENUE**

1. MV REALTY PBC, LLC, a Florida limited liability company (“Plaintiff” or “MV”) is a Florida limited liability company which is authorized to transact business in the State of Florida.
2. Kyle Alan Kasmierski (“Defendant”) is a natural person who is over the age of eighteen (18) years. Upon information and belief, Defendant is domiciled and resides at 2894 Keystone Heights Street, Apopka, Florida 32703, in Orange County, Florida.  
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3. Jurisdiction and Venue are proper in this Court.

**COUNT I –  
IMPOSITION OF LIEN**

4. MV realleges and reaffirms the allegations in all paragraphs above, and incorporates those not reiterated herein as though fully set forth herein.
5. This is an action to impose an equitable lien against the interest of Defendant in real property in Orange County, Florida.
6. Defendant entered into the Agreement with MV relating to the property located at 2894 Keystone Heights Street, Apopka, Florida 32703, in Orange County, Florida, Florida (the “Property”). A true and correct copy of the MVR Homeowner Benefit Agreement is attached hereto as **Exhibit “A”**.
7. The Property is owned by Defendant, subject to matters of record.
8. Defendant executed the Agreement and received from MV the consideration of Five Hundred Dollars (\$500.00).
9. Defendant agreed that in the event Defendant ever desires to market or transfer title to the Property, Defendant will enter into a listing agreement with MV for brokerage services.
10. Defendant also agreed that in the event Defendant breach the Agreement, MV is entitled to a security interest and lien in and against the Property as security for the amounts owed by to MV under the Agreement. *See* Agreement § 5.
11. Defendant breached the Agreement by, among other things, listing the property for sale with LA ROSA REALTY ORLANDO LLC, and without notification to MV, both in direct violation of the Agreement.
12. Consequently, Plaintiff seeks to impose a lien against the Property as set forth in Section 5 of the Agreement.
13. MV and Defendant entered into an Agreement that included MV conferring a benefit on Defendant with the payment of \$500.00

14. Defendant was aware of the services MV offered and acknowledged the benefit of the consideration received in the Agreement.
15. Defendant retains the benefit of the consideration as of the date of this Complaint.
16. The failure to impose the Equitable Lien would result in the unjust enrichment of Defendant to the detriment of MV under circumstances that would be inequitable.
17. All conditions precedent to the prosecution of this action have been performed, satisfied, excused or waived.
18. MV has been required to retain the services of the undersigned counsel to prosecute this action and is obligated to pay counsel an hourly fee for services rendered.

#### **ARBITRATION PROVISION**

19. In Section 7 of the Agreement, Plaintiff and Defendant agreed that any and all disputes, claims, or controversies between Defendant and MV shall be referred to and resolved exclusively by binding arbitration. However, Section 7 also provides that MV shall retain the right to file a judicial action to enable the recording of a notice of pending action or lis pendens and that MV's filing of such judicial action shall not constitute a waiver of its right to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times.

20. In light of the above, MV will be pursuing its claims against Defendant in arbitration.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays:

- (a) that the Court enter an order imposing an Equitable Lien in favor of Plaintiff  
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against the subject Property;
- (b) that the Court award Plaintiff its attorneys' fees and litigation expenses; and

(c) that the Court enter such other and further relief as is just and proper.

Respectfully submitted this 21<sup>st</sup> day of October, 2022.

/s/ James W. Govin  
James W. Govin, Esquire  
Florida Bar No.: 41099  
Email: jgovin@hg-law.com  
***Attorney for Plaintiff***  
**HERMANN & GOVIN**  
8040 Peters Road, Suite H-101  
Plantation, FL 33324  
Tel: (954) 488-2636

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## MVR HOMEOWNER BENEFIT AGREEMENT

THIS MVR HOMEOWNER BENEFIT AGREEMENT ("Agreement") is made and entered into as of the effective date referenced below (the "Effective Date"), by and between MV REALTY PBC, LLC, a Florida limited liability company (the "Company"), having its principal place of business at 219 Dixie Blvd, Delray Beach, Florida 33444, and Kyle Alan Kasmierski having an address of 2894 Keystone Heights St, Apopka, FL, 32703 (the "Property Owner").

**This Agreement contains an Arbitration Provision in Sections 7 and 8 below. In arbitration, a neutral third party (the "arbitrator") resolves disputes between the Parties rather than a judge or jury. Discovery is more limited than in court, there are no class or representative proceedings, and court review of an arbitration decision is limited.**

### RECITALS

- A. Property Owner owns 100% of that certain property located at 2894 Keystone Heights St, Apopka, FL, 32703, Parcel # 30-21-29-1832-07-100 (the "Property").
- B. Property Owner desires to enter into an agreement to engage the Company or its designee to act as listing agent should Property Owner decide to market the Property for sale, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payment of the Promotion Fee (as defined below) to Property Owner, the Company and Property Owner hereby agree as follows:

#### 1. Exclusive Right to List

- a. In exchange for Company's payment of five hundred and No/100 Dollars (\$500) (the "Promotion Fee") to Property Owner, Property Owner hereby agrees to the terms of this Agreement and that Company, or Company's designee, shall have the exclusive right to act as listing agent (as a transaction broker) for any sale of the Property on or after the Effective Date, except as otherwise expressly provided herein. Without limiting the foregoing, Property Owner shall not engage, hire or otherwise employ any other real estate brokerage, licensed broker or sales agent, which for purposes of this Agreement, includes listing the Property as "for sale by owner" through a third-party service that offers advertising, marketing services or who is otherwise compensated for generating interest in the Property, whether paid a commission or flat fee (collectively, the "Prohibited Engagements").
- b. No later than ten (10) business days prior to the date Property Owner wishes to market the Property for sale, it shall deliver written notice to the Company by mail and email to the addresses listed in Section 6 below, indicating its intent to sell the Property (the "Intent to List"). Within ten (10) business days after Company's receipt of the Intent to List, Company or its designee shall provide Property Owner with a listing agreement similar to the listing agreement referenced herein as Exhibit A which is accessible, reviewable, and downloadable online at this URL: <https://homesatmv.com/landing/exhibits/FL-ExhibitAv2.docx> (each, a "Listing Agreement"). As specifically discussed and agreed to between Company and Property Owner, the Listing Agreement shall provide for the payment of a commission to the Company (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the Company, participates in the sale of the Property ("Cooperating Broker"), then Company shall receive an amount equal to six percent (6%) of the total sales price for the Property or \$5,030.10<sup>1</sup>, whichever is greater (the "Company's Commission"). In the event there is a Cooperating Broker involved in the transaction, then Company shall receive an amount equal to three percent (3%) of the total sales price for the Property or \$5,030.10, whichever is greater (the "Company's Commission"). Where there is a Cooperating Broker involved, Property Owner must determine at the time of listing, in his or her sole discretion, what amount of commission will be offered to the Cooperating Broker, which amount shall be paid by Property Owner ("Cooperator's Commission"). The total sum of the Company's Commission and the Cooperator's Commission, however, must equal at least 6% of the total sales price.
- c. The Listing Agreement shall indicate the purchase price for the Property desired by the Property Owner. Property Owner shall, within three (3) business days after receipt of the draft Listing Agreement, sign and return the Listing Agreement in accordance with the instructions included therewith.
- d. Subject to the provisions of this Agreement, Company or its designee shall act as Property Owner's listing agent should Property Owner decide to market the Property for sale during the term of this Agreement.
2. Term. This Agreement shall be effective from and after the Effective Date through the earlier of: (i) the date the Property is sold in an arms-length bona-fide transaction, and the Commission is paid to the Company, in accordance with the terms herein, and (ii) the date that is forty (40) years after the Effective Date (the "Term"), unless this Agreement is cancelled in writing by Company or terminated in accordance with Section 3 below. For the avoidance of doubt, Company and Property Owner acknowledge and agree that this Agreement shall continue in full force and effect through the Term notwithstanding that the Property Owner and the Company may have entered into a Listing Agreement. Subject to the provisions of Section 4 below, should any Listing Agreement expire or otherwise terminate without the payment of the Commission to Company, Company shall retain the exclusive listing rights set forth in Section 1 above for any future listing, all on the terms and conditions set forth in this Agreement. At the expiration of the Term, this Agreement shall terminate without prior notice.

<sup>1</sup>This amount equates to 3% of \$167,670.00, the Property's current home value estimate.

### 3. EARLY TERMINATION FEE AND OWNER LISTING PERIOD.

#### THIS AGREEMENT PROVIDES A FEE FOR EARLY TERMINATION AS SET FORTH IN THIS SECTION 3.

- a. In the event either (A) the Property Owner fails to perform any of its obligations under this Agreement, including, without limitation, entering into any Prohibited Engagements, or (B) an Early Termination Event (as defined below) shall occur, then the Property Owner shall immediately pay Company, as agreed upon liquidated damages and not as a penalty, an early termination fee (the "Early Termination Fee") in the amount of three percent (3%) of the greater of (i) \$167,670.00, the Property's current Realtors Valuation Model home value estimate, or (ii) the fair market value of the Property at the time of the Property Owner's breach or Early Termination Event, as reasonably determined by the Company. The Company and Property Owner agree that the damages resulting from a Property Owner default or Early Termination Event would be difficult to ascertain because of their indefiniteness or uncertainty and that the foregoing means of calculating the Early Termination Fee is fair, reasonable, and reasonably proportionate to the damages that would be caused by a breach of the Agreement.
- b. As used herein, the term "Early Termination Event" means the occurrence of any one or more of the events mentioned in subparagraph 3(c) below.
- c. A sale or other transfer of the Property occurs that does not result in the Company being paid the Commission, except that a transfer to a spouse, heir(s) or devisee(s) or a transfer for estate planning purposes shall not constitute an Early Termination Event if, within ten (10) days thereafter or as soon as the circumstances reasonably warrant, the transferee spouse or other individual or entity receiving an interest in the Property, or in the case of a transfer arising out of the death of the Property Owner, the administrator or personal representative, as applicable, together with any known heirs or devisees in which title to the Property shall have vested as a matter of law, executes an assumption of this Agreement, in form and substance satisfactory to Company, whereby such spouse or other persons or party, if any, agrees to be bound by this Agreement, with the same effect as if they had originally been the Property Owner hereunder. In addition, it shall constitute an Early Termination Event if Property Owner terminates, or attempts to terminate, the Company's right to act as the exclusive listing agent for the Property in violation of this Agreement.

#### 4. Owner Listing Period.

- a. Notwithstanding the provisions of Section 1 above, if after six (6) months following the execution and delivery of a Listing Agreement or any later reduction in the listing price of the Property approved by Property Owner (the "Exclusive Listing Period"), Company is unable to procure a ready, willing, and able buyer for the Property on terms and conditions consistent with the applicable Listing Agreement (as the listing price may have been reduced upon approval of Property Owner), then for the sixty (60) day period immediately following the Exclusive Listing Period, (that sixty (60) day period, the "Owner Listing Period"), Property Owner may attempt to procure a buyer independent of Company's efforts, at a price equal to or greater than the final listing price of the Property during the Exclusive Listing Period.
- b. In the event that (i) Property Owner exercises his or her rights under subparagraph 4(a) above and enters into a contract with a Qualified Buyer (as defined below) during the Owner Listing Period, (ii) the closing for the sale of the Property pursuant to such contract occurs within 60 days after the end of the Owner Listing Period, and (iii) such contract and the transfer of the Property pursuant to the Contract is at a price equal to or greater than the final listing price of the Property during the Exclusive Listing Period and on terms otherwise identical to those set forth in paragraph 3(a) of the then applicable Listing Agreement,<sup>2</sup> then no Commission will be due and payable to Company in connection with that sale and this Agreement will terminate. For purposes of this subparagraph, the term "Qualified Buyer" means a ready, willing and able buyer who (i) is unaffiliated with the Property Owner, (ii) enters into an arm's length transaction for the purchase of the Property on the identical terms set forth in the Listing Agreement, and (iii) is not a person to whom Company showed the Property or was otherwise identified as a prospect by Company in accordance with the terms and conditions of the Listing Agreement.

<sup>2</sup> Property Owner acknowledges that in determining whether the sale terms were identical to those set forth in the applicable Listing Agreement, Company will consider the total purchase proceeds received by the Property Owner in connection with the sale of the Property, including all credits involved in the transaction and the sale of all related property (including, without limitation, personal property and furniture). Property Owner agrees to fully cooperate with Company in connection with the preceding (including, without limitation, providing all documentation related to the sale of the Property).

5. Notice of Agreement.

- a. Property Owner's obligations hereunder shall constitute covenants running with the land, and until this Agreement is terminated pursuant to Section 5(c), shall bind future successors in interest to title to the Property. Should Property Owner default under this Agreement, any amounts owed by Property Owner to Company as a result of such default shall be secured by a security interest and lien in and against the Property as security for the amounts owed by Property Owner to Company.
- b. Company reserves the right to record a memorandum of this Agreement, in form and substance similar to the Memorandum of MVR Homeowner Benefit Agreement attached hereto as Exhibit B (the "Memorandum"), to provide constructive notice of Company's rights hereunder. Upon Company's request from time to time, Property Owner shall provide Company with a written certificate or recordable amendment to the Memorandum confirming the existence of this Agreement and that this Agreement remains in full force and effect.
- c. In the event Property Owner wishes to refinance an existing mortgage on the Property or grant a new mortgage on the Property, Company will consider in good faith any request from Property Owner to facilitate such refinancing or new mortgage by subordinating the lien of this Agreement to the refinanced or new mortgage. In the event that Property Owner sells the Property in compliance with this Agreement (whether through the efforts of Company or pursuant to Section 4), or in the event Property Owner ceases to own the Property due to foreclosure, condemnation or arms-length deed in lieu of foreclosure to an unrelated third party, Company will, upon written request, deliver to the closing agent for the sale of the Property or the purchaser of the Property a Notice of Termination of the Memorandum, in recordable form.

6. Notice. Any notice required or in connection with this Agreement shall be sent to Company and Property Owner to the following mailing and email addresses:

**COMPANY**

MV Realty PBC, LLC  
219 Dixie Blvd  
Delray Beach, FL 33444  
866-381-1294  
info@homesatmv.com

**PROPERTY OWNER**

2894 Keystone Heights St, Apopka, FL, 32703  
Email Address: kylesaves01@yahoo.com

\*MV Realty would like to send you an electronic copy of your agreement. Please provide your email address above or confirm that the email address listed above is correct. **Initials:**     KAR

7. **Arbitration.** This section, together with Section 8 below, collectively constitute the “Arbitration Provision” pursuant to which Property Owner and Company agree to arbitrate disputes between them on the following terms:

At the election of either Company or Property Owner, any and all disputes, claims, or controversies arising from or related to this Agreement, any listing agreement or any other agreement between Property Owner and Company (together, the “Parties”) or the relationship between the Parties, whether past, present or future, and whether based on contract, tort (including intentional tort), statute, ordinance, or any other legal right or claim, including alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration (the “Arbitration”), and not by a judge or jury in court. However, the Company shall retain the right to file a judicial action to enable the recording of a notice of pending action or lis pendens. The Company’s filing of such judicial action shall not constitute a waiver of its right to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times. This Agreement has been entered into using the means and instrumentalities of interstate commerce and this Arbitration Provision shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 et seq. In arbitration, the Parties waive any right to a jury trial.

Any arbitration under this Arbitration Provision shall be conducted by the American Arbitration Association (the “AAA”) under its Consumer Arbitration Rules (the “AAA Rules”), which are available on the AAA’s website, www.adr.org. However, if the AAA is unable or unwilling to serve, a court with jurisdiction shall appoint the administrator or arbitrator in the event that the Parties are unable to agree on an arbitrator or an administrator within 20 days after the Parties have been informed in writing that the AAA is unable or unwilling to serve. No administrator or arbitrator, including one appointed by the court, may have in place any formal or informal policy that is inconsistent with Section 7 of this Agreement including the “Waiver of Right to Class Action Relief.” Any arbitrator must be a lawyer with at least 10 years of experience or a retired judge, unless the Parties otherwise agree in writing. Arbitration shall be initiated by commencing an arbitration proceeding in accordance with the AAA Rules or other administrator’s rules. A Party may also move to compel arbitration of claims that the other Party has filed in court. A single neutral arbitrator shall be appointed by the Parties. If the Parties cannot agree on the selection of an arbitrator within twenty (20) days of the commencement of the arbitration, the AAA (or other administrator) shall appoint an independent neutral arbitrator. In the event of a conflict between this Arbitration Provision, on the one hand, and the AAA Rules, the remaining provisions of this Agreement or the Listing Agreement, on the other hand, this Arbitration Provision shall prevail.

This Arbitration Provision is intended to benefit, may be enforced by and is binding upon (i) Company, its parent companies, subsidiaries, affiliates, successors and assigns and all of their employees, officers and directors; (ii) Property Owner and his/her heirs, trustees, guardians, personal representatives, administrators, successors and assigns; and (iii) any other person or entity named as a defendant or respondent in a claim asserted by one Party against the other Party.

The arbitration shall take place in Florida at a place that is reasonably convenient to the Parties, and the arbitrator shall (i) resolve all disputes and issues between the Parties, including all issues of arbitrability and the validity and enforceability of this Arbitration Provision (however, the validity and enforceability of the class-action waiver agreed to by the Parties in this Arbitration Provision shall only be decided by a court), (ii) enforce every provision of this Agreement and any other agreement between the parties, including this Arbitration Provision, according to its terms, (iii) temporarily and permanently enjoin a breach of this Agreement or any other agreement between the parties, (iv) follow applicable substantive law consistent with the FAA and give effect to applicable statutes of limitations and privileges; (v) award the same damages and relief that a court can award to an individual or party, including compensatory damages; and (vi) award attorneys’ fees and costs to the prevailing party. The arbitrator shall not and cannot, however, award punitive damages.

If the arbitrator determines that any Party’s claim or defense is frivolous or wrongfully intended to oppress or harass the other Party, the arbitrator may award sanctions in the form of payment of fees and expenses reasonably incurred by the other Party (including arbitration administration fees, arbitrator’s fees, and attorney, expert and witness fees), to the extent such payment could be imposed under Rule 11 of the Federal Rules of Civil Procedure. Payment of all filing, administration, and arbitrator fees will be governed by the administrator’s rules, provided that Company will always pay any fees or expenses that it is required to pay by law or that it is required to pay for this Arbitration Provision to be enforced.

The arbitrator’s award shall be in writing, with findings of fact and conclusions of law, and shall provide a breaching party no more than twenty (20) days to comply with every provision of this Agreement and every other agreement between the parties. However, a Party shall have fifteen (15) days to appeal the award before a panel of three neutral arbitrators (the “Appellate Panel”) to be promptly appointed by the AAA or the arbitration administrator. The decision of the Appellate Panel shall be by majority vote, and the Appellate Panel shall issue a final award within one hundred and twenty (120) days of their full appointment by the AAA or other administrator. The Appellate Panel shall reconsider anew any aspect of the initial award requested by the appealing Party and provide the Parties an equal and fair opportunity to present their case. The arbitrator’s award (or the Appellate Panel’s award if there is an appeal) will be final and binding, except for any appeal rights under the FAA. Judgment upon any award rendered by any arbitrator (or Appellate Panel) may be entered in any court having jurisdiction. No arbitration award involving the Parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision. This Arbitration Provision shall survive the termination, voidance or annulment of this Agreement or any other provision of this Agreement and any bankruptcy to the extent permitted by applicable bankruptcy law.



WAIVER OF RIGHT TO CLASS ACTION RELIEF: THIS ARBITRATION PROVISION PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL ARBITRATION PROCEEDINGS AND NOT THROUGH ANY CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR ARBITRATION. EVEN IF AN APPLICABLE LAW PROVIDES OTHERWISE, PROPERTY OWNER WAIVES ALL RIGHTS TO BE PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND PROPERTY OWNER AGREES THAT ALL DISPUTES WITH COMPANY OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED ONLY BY PROPERTY OWNER AND COMPANY INDIVIDUALLY IN ARBITRATION. THE ARBITRATOR OR APPELLATE PANEL SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION BASIS AND MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. MOREOVER, NEITHER PARTY WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST A PARTY WITH CLAIMS BY OR AGAINST ANY OTHER PERSON, UNLESS THE PARTIES OTHERWISE AGREE IN WRITING.

8. If any portion of this Arbitration Provision (as defined in Section 7 above) is held to be invalid or unenforceable, (including, but not limited to, the prohibition against awarding punitive damages), the remaining portions of this Arbitration Provision shall nevertheless remain in force, except that: (i) the entire Arbitration Provision (other than this sentence) shall be null and void with respect to any claim asserted on a class, representative or multi-party basis that does not seek public injunctive relief if the class action waiver set forth in this Arbitration Provision is held to be invalid or unenforceable with respect to such claim and that determination becomes final after all appeals have been exhausted; and (ii) if a court determines that a public injunctive relief claim may proceed notwithstanding the class action waiver set forth in this Arbitration Provision, and that determination becomes final after all appeals have been exhausted, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
9. Representations and Warranties. Property Owner represents and warrants that (i) it has no other written, oral or other contractual arrangement relating to the sale or listing for sale of the Property, including no other agreement with any real estate broker, agent or salesperson related to the Property, (ii) it is not in default of any loan, including any mortgage loan, currently encumbering the Property, and (iii) is not in default, or past due, on any taxes, assessments (including, without limitation, any home owners association or condominium assessments), or any other payment(s) that may result in a lien being placed on the Property.
10. Additional Representations and Warranties by Property Owner. Property Owner represents and warrants to Company that at the time that Property Owner executes this Agreement Property Owner has ( ) or does not have (X) an interest or intention to market, sell or list the Property. Property Owner understands that Company is relying on the representations made by Property Owner in this Section 10 to ensure that Company complies with all applicable laws that may apply should Property Owner intend to market, sell or list the Property at this time.
11. Rescission. Property Owner may rescind this Agreement within 3 days of the date of its execution by Property Owner by sending written notice of Property Owner's election to rescind to the following email address: cancel@homeownerbenefit.com. Upon receipt of such notice at the email address listed, the Company will provide Property Owner with an acknowledgment of receipt of the Property Owner's election to rescind. The acknowledgement of receipt will be sent to the Property Owner at the email address from which the notice of election was transmitted to Company. In the event Property Owner rescinds the Agreement under this provision, Property Owner must repay, within 10 days from the date of the Property Owner's notice of election to rescind, all funds paid to Property Owner by the Company pursuant to this Agreement. The effective date of the rescission will be the later of: (i) the date the Property Owner receives the acknowledgement of receipt from the Company, or (ii) the date on which the funds that were paid to Property Owner are returned to the Company. If the Company does not receive all monies paid by the Company to Property Owner by the deadline for repayment mentioned in this paragraph, Property Owner shall forever forfeit Property Owner's right to rescind this Agreement and this Agreement shall be binding and enforceable on the Company and Property Owner. Initials: KAK
12. Miscellaneous.
- a. Marketing Materials. Property Owner hereby agrees that Company may utilize any photographs, descriptions, and renderings generated by Company in relation to this Agreement, including, without limitation, any and all photographs, descriptions, and renderings, in any manner deemed fit by Company, in its sole and absolute discretion including, without limitation, utilizing such materials in Company's general marketing initiatives and efforts. In agreeing to use of such materials, Property Owner consents to the Company's use of Property Owner's likeness or image in any materials that are promoting, advertising or marketing Company's business or services and hereby expressly releases any claim relating to the use of image or likeness, including any right to publicity relating to the same.

- a. **Assignment.** This Agreement and the rights, duties, obligations and privileges hereunder may not be assigned by Property Owner without the prior written consent of Company, which may be withheld in Company's sole discretion. Property Owner agrees that Company may delegate some or all of its obligations under this Agreement and any future Listing Agreement, and Company may transfer or assign some or all of its rights hereunder, including the right to receive the Commission and/or the Early Termination Fee. Following delegation of duties or assignment of rights by Company, all terms of this Agreement shall remain binding on Property Owner and all rights and privileges inure to the benefit of Company's successors or assigns.
- b. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and all prior negotiations and agreements are merged herein. Except as set forth in the Arbitration Provision, in the event any provisions of this Agreement are held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall remain unaffected.
- c. **Governing Law.** Except as set forth in the Arbitration Provision, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida
- d. **Waiver.** The failure by Company to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
- e. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. This Agreement will not be binding on the Company unless and until it is signed by a duly authorized officer and/or broker of the Company.
- f. **Cooperation.** Property Owner agrees to fully cooperate with the Company in implementing and enforcing the terms of this Agreement, including executing any documents necessary to ensure enforcement of the Agreement.
- g. **Binding Effect.** This Agreement shall be binding on the Property Owner's personal representatives, heirs, administrators, successors, and assigns.
- h. **Acknowledgment of Online Listing Agreement.** By executing this Agreement, Property Owner affirms that Property Owner has reviewed or has had sufficient opportunity to review the Listing Agreement referenced herein as Exhibit A, which is accessible for review and download online at <https://homesatmv.com/landing/exhibits/FL-ExhibitAv2.docx>.

Agreed to, signed, sealed and delivered:  
**PROPERTY OWNER:**

By : *Kyle Alan Kasmierski*

Name : Kyle Alan Kasmierski

Date: July 28, 2022

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF Orange        )

The foregoing instrument was acknowledged before me by means of  physical presence or [ ] online notarization, this 28th day of July, 2022, by Kyle Alan Kasmierski, who is personally known to me or who has produced Driver Lic. as identification.

[NOTARIAL SEAL]

*Quy Van Nguyen*  
Print Name: Quy Van Nguyen  
Notary Public, State of Florida  
Commission #: GG261197  
My Commission Expires: Sept. 23, 2022



**COMPANY:**

MV REALTY PBC, LLC, a Florida limited liability company

By: Marilyn Zuckerman

Print Name: Marilyn Zuckerman

Print Title: Authorized Signatory

Date: 8/5/22

Effective Date of Agreement: 7/28/22

**Exhibit B**

**MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT**

PREPARED UNDER THE SUPERVISION OF  
Jesus E. Cuza, Esq.  
Holland & Knight LLP  
701 Brickell Ave., #3000  
Miami, Florida 33131  
(305) 789-7513

**MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT**

THIS MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (this "Memorandum"), dated as of the Effective Date, is by and between **Kyle Alan Kasmierski**, herein called "Property Owner", whose address is 2894 Keystone Heights St, Apopka, FL, 32703, and MV REALTY PBC, LLC, a Florida limited liability company, and/or its assigns or designees, herein called "Listing Broker", whose address is 219 Dixie Blvd, Delray Beach, Florida 33444.

WITNESSETH:

1. That by that certain MVR Homeowner Benefit Agreement, dated as of Effective Date (the "Agreement") by and between Listing Broker and Property Owner, Property Owner has agreed to grant Listing Broker the exclusive right to act as listing agent for any sale of the Property Owner's property should the Property Owner decide to sell such property during the term of the Agreement, which property is legally described as follows (the "**Property**"):

Property Address: 2894 Keystone Heights Street. Apopka, FL 32703 Lot 10, Block "G", of Cross Roads Subdivision, According to the plat thereof, as recorded in Plat Book Q, at Page 148 of the public records of Orange County, Florida

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2894 Keystone Heights St, Apopka, FL, 32703

2. The term of the Agreement began on the Effective Date (the "Commencement Date") and expires on the earlier of: (i) the date the Property is sold in accordance with the Agreement, and (ii) the date that is forty (40) years after the Commencement Date (the "Term"), unless otherwise terminated in accordance with its terms.
3. This instrument does not alter, amend, modify or change the Agreement in any respect. It is executed by the parties solely for the purpose of recordation in the Public Records of **Orange** County, Florida, and it is the intent of the parties that it shall be so recorded and shall give notice of, and confirm the, Agreement and all of its terms to the same extent as if all the provisions of the Agreement were fully set forth herein, including, without limitation, that **the obligations of Property Owner under the Agreement constitute covenants running with the land and shall bind future successors-in-interest to title to the Property.** All capitalized terms used in this Memorandum which are not defined herein shall have the meanings ascribed to them in the Agreement.
4. There may be amounts due and owing to Company, and prior to any deed transfer or conveyance, confirmation from Company on amounts due must be obtained by the title company or third party closing agent.

IN WITNESS WHEREOF, Property Owner has caused this Memorandum to be duly executed as of the date first written above.

**PROPERTY OWNER:**

By : *Kyle Alan Kasmierski*  
Name : Kyle Alan Kasmierski

Date: July 28, 2022


STATE OF Florida )

COUNTY OF Orange ) ss:

The foregoing instrument was acknowledged before me by means of  physical presence or [ ] online notarization,  
this 28th day of July, 2022, by Kyle Alan Kasmierski, who is personally known to me or who has produced  
Driver Lic. as identification.

[NOTARIAL SEAL]

*Quy Van Nguyen*  
Print Name: Quy Van Nguyen  
Notary Public, State of Florida  
Commission #: GG261197  
My Commission Expires: Sept. 23, 2022

 **Quy Van Nguyen**  
**COMMISSION # GG261197**  
**EXPIRES: Sept. 23, 2022**  
**Bonded Thru Aaron Notary**

Continuation of Memorandum  
MV REALTY PBC, LLC

By : Marilyn Zuckerman

Print Name: Marilyn Zuckerman

Print Title: Authorized Signatory

Date: 8/5/22

STATE OF FLORIDA

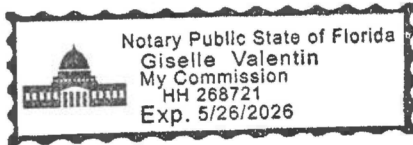
)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [ x ] physical presence or [ ] online notarization, this 5 day of August, 20 22, by Marilyn Zuckerman, as Authorized Signor of MV REALTY PBC, LLC, a FLORIDA limited liability company, on behalf of the Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



Signature: [Handwritten Signature]  
Print Name: Giselle Valentin  
Notary Public, State of Florida  
Commission #: HH268721  
My Commission Expires: 5/26/26