

NEW JERSEY REAL ESTATE
COMMISSION;

Petitioner,

vs.

MV REALTY OF NEW JERSEY LLC, MV
REALTY PBC LLC, DAVID REINER,
AMANDA ZACHMAN, DAVID
MANCHESTER, AND ANTONY
MITCHELL;

Respondents

**CONSENT ORDER FOR VOLUNTARY
TEMPORARY RESTRAINTS**

THIS MATTER being brought before the New Jersey Real Estate Commission (“Commission”) through issuance of an Order Show Cause (“the OTSC”) alleging violations of the New Jersey Real Estate License Act against MV Realty of New Jersey LLC (“MV Realty”), MV Realty PBC LLC, David Reiner, Amanda Zachman, David Manchester, and Antony Mitchell (collectively, “MV Parties”), represented by Pashman Stein Walder Hayden, P.C. and Holland and Knight LLP, the Commission and MV Parties agree to the following terms pending final resolution of the OTSC proceeding:

1. The MV Parties shall not enter into, offer, solicit, or attempt to negotiate with New Jersey residents any Homeowner Benefit Agreement (a sample copy of which is attached hereto as Exhibit A) or any other contract or agreement which offers a fee, or a Promotion Fee (as defined in the Homeowner Benefit Agreement), in exchange for the exclusive right for any of the MV Parties to act as listing agent relating to any of the following: the sale, offer of sale, exchange, purchase or rental of any real estate located in New Jersey or an interest therein. To be clear, no Homeowner Benefit Agreement will be signed with any New Jersey resident by or on behalf of the MV Parties. The MV Parties voluntarily agree to these restraints as of the date of their signature below.
2. The foregoing voluntary restraints shall take effect upon the entry of this Consent Order and shall continue until resolution of the OTSC, including any appeals from a final agency decision, unless modified upon good cause shown or with consent of the Commission, which the Commission shall not unreasonably withhold.
3. The MV Parties have voluntarily agreed to the restraints contained in this Consent Order without waiver of any argument or defense in this or any other case for the purpose of

avoiding the expense, delay, and inconvenience of litigation related to the sale and solicitation of the Homeowner Benefit Agreements pending resolution of the OTSC. This Consent Order shall not and does not constitute an admission or acknowledgment of liability by any of the MV Parties or a determination by the Commission on the merits of any matter alleged in the OTSC. The MV Parties reserve all rights, defenses, affirmative defenses, and objections, including, but not limited to, lack of jurisdiction.

4. This Consent Order may be executed in several counterparts and, when so executed, it shall constitute one agreement binding all Parties to this Consent Order, notwithstanding that all Parties to this Consent Order are not signatory to the original and same counterpart. PDF, DocuSign and similar electronic signatures shall be as valid as original signatures for purposes of executing this Consent Order.

WHEREAS the terms of this Consent Order were approved by the Commission at a regular meeting on June 27, 2023 (date).

NOW THEREFORE, on this 27th day of June, 2023, the terms above are ORDERED AND AGREED.

Approved as to form, content and entry:



Marlene Caride, Commissioner of Banking & Insurance

Dated: 06/06/2023

DocuSigned by:
Antony Mitchell
9AA6D7447D584FB...

(Signature)

Dated: _____

(Name printed)
on behalf of MV Realty of New Jersey LLC

DocuSigned by:

Antony Mitchell

9AA6D7447D584FB...

(Signature)

Dated: _____

(Name printed)

on behalf of MV Realty PBC LLC

DocuSigned by:

David Reiner

A32E0A48F5F24F3...

(Signature)

Dated: _____

David Reiner

DocuSigned by:

Amanda Zachman

83D2467E677946B...

(Signature)

Dated: _____

Amanda Zachman

DocuSigned by:

David Manchester

C143EA481C7744A...

(Signature)

Dated: _____

David Manchester

DocuSigned by:

Antony Mitchell

9AA6D7447D584FB...

(Signature)

Dated: _____

Antony Mitchell

Exhibit A

MVR HOMEOWNER BENEFIT AGREEMENT

THIS MVR HOMEOWNER BENEFIT AGREEMENT is made and entered into as of the Effective Date between **MV REALTY OF NEW JERSEY, LLC**, a New Jersey limited liability company having an address of 100 Walnut Avenue, Suite 210, Clark, NJ. 07066 and _____ having an address of _____.

DEFINITIONS

1. “**AAA Rules**” means the commercial rules of the American Arbitration Association that govern Arbitration.
2. “**Agreement**” means this MVR Homeowner Benefit Agreement.
3. “**Arbitration**” means binding arbitration.
4. “**Commission**” means the payment from you to **MV Realty** (plus applicable sales tax) in the following amount: If there is no other broker who, in addition to the MV Realty, participates in the sale of the Property (“Cooperating Broker”), then MV Realty shall receive _____ percent (_____%) of the total sales price for the Property or \$ _____, whichever is greater (the “Company’s Commission”). If there is a Cooperating Broker involved in the sale, then MV Realty shall receive three percent (3%) of the total sales price for the Property or \$ _____, whichever is greater (the “Company’s Commission”).
5. “**Cooperating Broker**” means all brokers who participate in the sale of the **Property**. For example, the buyer’s broker is considered a “Cooperating Broker”.
6. “**Cooperator’s Commission**” means the amount of compensation that Property Owner determines at the time of listing, in his or her sole discretion, will be offered to a Cooperating Broker, which amount shall be paid by Property Owner. The sum of the Company’s Commission and the Cooperator’s Commission, must equal at least _____% of the total price that the Property is sold for.
7. “**Early Termination Event**” means the occurrence of one or more of the following events: (a) a sale or transfer of the **Property** where **MV Realty** was not paid a **Commission**; (b) if the **Property** owner terminates, or attempts to terminate, **MV Realty’s** right to act as the exclusive listing agent for the **Property**; or (c) the **Property Owner** is no longer the owner of the **Property** because of foreclosure, forfeiture or other transfer of interests in the **Property**, whether voluntary or involuntary. A transfer to a **Successor** or a transfer for estate planning purposes is not an **Early Termination Event** if within ten (10) days of the transfer, the **Successor** or the applicable administrator or personal representative, executes an assumption to this **Agreement** agreeing to be bound by this **Agreement** as if they were the **Property** owner. The form of the assumption shall be satisfactory to **MV Realty**.

8. “**Early Termination Fee**” means the amount of three (3%) percent of the greater of (a) \$_____ (the **Property**’s current Realtors Valuation Model home value estimate) or (b) the fair market value of the **Property** at the time you breach this **Agreement** or an **Early Termination Event** occurs, as **MV Realty** reasonably decides.
9. “**Effective Date**” means the date set forth on the last page of this **Agreement**.
10. “**Exclusive Listing Period**” means the first six (6) months after the execution and delivery of a **Listing Agreement**.
11. “**Intent to List**” means a written notice (by either mail or email) from you to **MV Realty**, that (a) is made at least ten (10) business days before you wish to market the **Property** for sale, (b) sets forth your intention to sell the **Property** and (c) that is sent to the addresses listed in Section 6 of this **Agreement**.
12. “**Listing Agreement**” means the listing agreement provided by **MV Realty** to you within ten (10) days of MV Realty’s receipt of the **Intent to List**. The **Listing Agreement** shall be similar to the listing agreement attached to this **Agreement** as Exhibit A.
13. “**Memorandum**” means a memorandum to the **Agreement** that may be recorded that will be similar in form to Exhibit B to this **Agreement**.
14. “**MV Realty**” means MV Realty of New Jersey, LLC.
15. “**Owner Listing Period**” means the sixty (60) day period immediately after the **Exclusive Listing Period**.
16. “**Parties**” means you and **MV Realty**.
17. “**Prohibited Engagements**” means engaging, hiring or employing in any way any other real estate brokerage, licensed broker or sales agent. “**Prohibited Engagements**” include listing the **Property** as “for sale by owner” through a third-party service that offers advertising, marketing services or who is compensated in any way for generating interest in the **Property**.
18. “**Promotion Fee**” means **MV Realty**’s payment to you of _____ and No/100 Dollars (\$_____).
19. “**Property**” means the property located at _____, _____, _____, _____.

20. “**Property Owner**” means you, the individual and/or entity signing this Agreement. The **Property Owner** owns 100% of the **Property**.
21. “**Qualified Buyer**” means a ready, willing, and able buyer who is (a) unaffiliated with the **Property Owner**, (b) enters into a fair and good faith transaction for the purchase of the Property on the same terms that are set forth in the **Listing Agreement** and (c) is not a person to whom **MV Realty** showed the **Property** or was otherwise identified as a prospect by **MV Realty** in accordance with the terms and conditions of the **Listing Agreement**.

22. “**Successor**” means a spouse, heir, or other person named in your last will and testament to receive title to the **Property**.
23. “**Term**” means the time period starting with the **Effective Date** and continuing through the earlier of (a) the date that the **Property** is sold in a fair and good faith transaction and the **Commission** is paid to **MV Realty**; and (b) the date that is forty (40) years after the **Effective Date**. The **Term** may be shorter if it is terminated as set forth in Section 3 of this **Agreement**.

PROVISIONS

1. Exclusive Right to List

- a. In exchange for **MV Realty’s** payment of the **Promotion Fee** to you, you agree to the terms of this **Agreement** and that **MV Realty** or its designee, will 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**, unless this **Agreement** states otherwise. You shall not enter into any **Prohibited Engagements**.
- b. You shall deliver an **Intent to List** to **MV Realty** no later than ten (10) business days before you wish to market the **Property** for sale, by mail and email to the addresses listed in Section 6 below. Within ten (10) business days after **MV Realty’s** receipt of the **Intent to List**, **MV Realty** or its designee will provide you 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/NJ-ExhibitA.DOCX>. The **Listing Agreement** will set forth the **Commission**. Except when not in your best interest, **MV Realty’s** policy is to cooperate with all **Cooperating Brokers** and offer a **Cooperator’s Commission** to a **Cooperating Broker**. Where there is a Cooperating Broker involved, You will determine at the time of listing, in your sole discretion, the amount of commission that will be offered to the Cooperating Broker, which amount shall be paid by You.
- c. The **Listing Agreement** must indicate your desired purchase price for the **Property**. You must sign and return the **Listing Agreement**, in accordance with the instructions provided, within three (3) business days after you receive the **Listing Agreement**.
- d. **MV Realty** or its designee will act as your listing agent should you decide to market the **Property** for sale during the **Term** of this **Agreement**. **MV Realty** is acting strictly as a transaction broker.

- e. **YOUR RIGHT TO AGREE ON FEE AND COMMISSION IN THE EVENT OF A SALE TRANSACTION.** YOU ACKNOWLEDGE THAT A SELLER OF REAL ESTATE IN NEW JERSEY HAS THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER CONTRACTED BY THE SELLER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENT AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE.
- f. **NEGOTIATIONS FOR COMPENSATION.** YOU ACKNOWLEDGE EACH OF THE FOLLOWING: (1) THAT THE AMOUNTS YOU PAY UNDER THIS AGREEMENT HAVE BEEN DISCUSSED AND NEGOTIATED WITH AND BY YOU; (2) THAT THE COMPENSATION, FEE AND/OR COMMISSION TO BE COLLECTED BY MV REALTY OR ITS DESIGNEE UNDER A LISTING AGREEMENT IN THE EVENT THAT YOU DECIDE TO SELL THE PROPERTY HAVE ALSO BEEN DISCUSSED AND NEGOTIATED WITH AND BY YOU; AND (3) THAT YOU HAVE VOLUNTARILY AND FREELY AGREED TO BOTH THE AMOUNT TO BE PAID TO YOU UNDER THIS AGREEMENT AND THE COMPENSATION TO BE RECEIVED BY MV REALTY OR ITS DESIGNEE IN THE EVENT THAT YOU DECIDE TO SELL THE PROPERTY DURING THE TERM OF THIS AGREEMENT.

2. **Term.** This Agreement shall be in place and effective for the **Term** unless it is cancelled in writing by **MV Realty** or terminated as set forth in Section 3. You and **MV Realty** agree that this Agreement will continue in full force and effect throughout the Term even if you and **MV Realty** have entered into a **Listing Agreement**. Subject to Section 3 below, if any **Listing Agreement** expires or terminates without the payment of the **Commission** to **MV Realty**, **MV Realty** will retain the exclusive listing rights provided in Section 1 for any future listing, on all the terms and conditions set forth in this **Agreement**.
3. **Early Termination Fee and Owner Listing Period.** In the event that either (a) you fail to perform any of your obligations under this **Agreement**, including, for example, entering into any **Prohibited Engagements**, or (b) an **Early Termination Event** occurs, then you will immediately pay to **MV Realty**, as agreed upon good faith estimate of **MV Realty's** damages and not as a penalty, the **Early Termination Fee**. You and **MV Realty** agree that the damages resulting from your default or an **Early Termination Event** will be difficult to determine and that the calculation of the **Early Termination Fee** is fair and reasonable.
4. **Owner Listing Period.**
- (a) Despite the requirements of Section 1 above, if after the **Exclusive Listing Period**, **MV Realty** is unable to find a ready, willing, and able buyer for the **Property**, on terms and conditions that comply with the **Listing Agreement**, then for the **Owner Listing Period**, **Property Owner** can attempt to find a buyer independent of **MV Realty**.

(b) In the event that you exercise your rights under Subparagraph 4(a) and you enter into a contract with a **Qualified Buyer** during the **Owner Listing Period**, and the contract closes and title to the **Property** transfers (i) on the same terms listed in paragraph 3(a) of the applicable **Listing Agreement** and (ii) no later than the sixtieth (60th) day following the expiration of the **Owner Listing Period**, then no **Commission** will be owed to **MV Realty** in connection with that sale. You acknowledge that in determining whether the sale terms were the same terms as set forth in the applicable **Listing Agreement**, **MV Realty** will consider the total purchase proceeds that you receive in connection with the sale of the **Property**. The total purchase proceeds would include all credits related to the sale of all related property (for example, personal property and furniture). You agree to fully cooperate with **MV Realty** in connection with this provision.

5. Notice of Agreement.

- a. Any successors in interest to title to the **Property** shall be bound by your obligations as set forth in this Agreement. Should you default under this **Agreement**, any amounts owed by you to **MV Realty** as a result of that default will be secured by a security interest and lien in and against the **Property** as security for the amounts owed by you to **MV Realty**.
- b. **MV Realty** reserves the right to record a **Memorandum** to provide notice to anyone who performs a title search of the Property of **MV Realty's** rights as set forth in this Agreement. Upon **MV Realty's** request from time to time, you shall provide **MV Realty** 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. If you wish to refinance an existing mortgage on the **Property** or grant a new mortgage on the **Property**, then **MV Realty** will consider in good faith any request from you to facilitate such refinancing or new mortgage by subordinating the lien of this **Agreement** to the refinanced or new mortgage. If you sell the **Property** in compliance with this **Agreement** (whether through the efforts of **MV Realty** or pursuant to Section 4), or if you cease to own the **Property** due to foreclosure, condemnation or arms-length deed in lieu of foreclosure to an unrelated third party, then **MV Realty** will, upon your written request, deliver to the closing agent for the sale of the **Property** or the purchase of the **Property** a Notice of Termination of the **Memorandum**, in recordable form.

6. Notice.

Any notice required by this **Agreement** shall be sent to **MV Realty** and you at the following mailing and email addresses:

MV REALTY

MV Realty of New Jersey, LLC
100 Walnut Avenue, Suite 210, Clark, NJ. 07066

PROPERTY OWNER

Email Address: _____

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

7. **Arbitration. BY SIGNING THIS AGREEMENT, YOU AGREE TO WAIVE YOUR STATUTORY RIGHT TO SEEK RELIEF IN A COURT OF LAW AND YOUR RIGHT TO A TRIAL BY JURY.**

In particular, any and all disputes, claims, or controversies whatsoever between you and **MV Realty**, whether based on contract, tort, or any other legal right or claim, including an alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration (the “**Arbitration**”). However, in the event of any dispute, claim or controversy between the Parties, 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 the Parties’ right under this Agreement to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times. **This means that an independent neutral arbitrator, and not a court of law or a jury, will make a decision about the dispute after receiving evidence and hearing arguments. The decision of the arbitrator is final, can be enforced by a court, and can only be appealed on very narrow grounds.** The potential costs of arbitration can involve the payment of a filing fee, ongoing administrative costs, the cost of an arbitrator at a daily or hourly rate, and the cost of your own lawyers and experts.

If a dispute is referred to arbitration, then the Arbitration will be governed by the commercial rules under the American Arbitration Association (the “**AAA Rules**”). In the event of a conflict between this arbitration provision and the AAA Rules, this arbitration provision shall prevail. You can find a copy of the AAA Rules at <https://adr.org/commercial>. **MV Realty** will also provide you with a copy of the AAA Rules upon request.

After the Arbitration commences, you and **MV Realty** will appoint a single arbitrator, who will make a decision about the dispute based on New Jersey law. If you and **MV Realty** cannot agree on the selection of an arbitrator within twenty (20) days after the Arbitration commences, then the American Arbitration Association will appoint an independent neutral arbitrator.

The Arbitration will take place in New Jersey, and the arbitrator will:

- i. resolve all disputes and issues between the Parties, including issues of arbitrability (whether it is proper for the dispute to be heard by an arbitrator) and the validity of this arbitration provision;
- ii. enforce every provision of this Agreement and any other agreement between you and **MV Realty**, including this arbitration provision;
- iii. temporarily and permanently enjoin (prohibit) a breach of this Agreement or any other agreement between the you and **MV Realty**;
- iv. award compensatory damages in the event damages are suffered by the victim of a breach of this Agreement or any other agreement between you and **MV Realty**; and
- v. award to the prevailing party reimbursement of all attorney’s fees and arbitration costs incurred by that party in the Arbitration, **which means that the losing party must pay the attorney’s fees and costs that the other party incurred in connection with the Arbitration.**

The arbitrator’s award shall be in writing, with findings of fact and conclusions of law, shall not include or allow for punitive or exemplary damages, 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. This means that the arbitrator cannot award punitive damages under any circumstances whatsoever.**

If the arbitrator issues an award or partial award that is inconsistent with this arbitration provision, the award shall be null and void and each party shall have thirty (30) days to appeal before a panel of three neutral arbitrators (the “**Appellate Panel**”) to be promptly appointed by the American Arbitration Association. The Appellate Panel shall issue a final award that follows and enforces this arbitration provision within one hundred and sixty (160) days of the appointment by the American Arbitration Association of the full Appellate Panel. The Appellate Panel shall provide the Parties an equal and fair opportunity to present their case. This arbitration provision shall survive the termination, voidance or annulment of this Agreement or any other provision of this Agreement.

Despite any language to the contrary in this Agreement, the **Parties** hereby agree:

- i. that the arbitration award may be appealed pursuant to the AAA’s Optional Appellate Arbitration Rules (“**Appellate Rules**”);
- ii. that the arbitration award rendered by the arbitrator shall, at a minimum, be a reasoned award; and
- iii. that the arbitration award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired.

Appeals must be initiated within thirty (30) days of receipt of an arbitration award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

8. WAIVER OF RIGHT TO CLASS ACTION RELIEF: THIS AGREEMENT AND ITS EXHIBITS PROVIDE FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL ARBITRATION PROCEEDINGS ON PROPERTY OWNERS OWN’S BEHALF INSTEAD OF THROUGH ANY CLASS ACTION IN COURT OR ARBITRATION. EVEN IF AN APPLICABLE LAW PROVIDES OTHERWISE, YOU WAIVE ALL RIGHTS TO BE PART OF A CLASS ACTION AND YOU AGREE THAT ALL DISPUTES WITH MV REALTY OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED ONLY BY YOU INDIVIDUALLY IN ARBITRATION. THE ARBITRATION OR APPELLATE PANEL APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF FOR ANY LEGAL REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

9. Representations and Warranties. You represent and warrant that: (i) you have no other written, oral or other contractual agreement 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) you are not in default of any loan, including any mortgage loan, currently encumbering the **Property**, and (iii) you are not in default, or past due, on any taxes, assessments (for example, 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 You. You represent and warrant to **MV Realty** that at the time you execute this **Agreement**, you have (___) or do not have (___) an interest or intention to market, sell or list the **Property**. You understand that **MV Realty** is relying on the representations made by you in this Section 10 to ensure that **MV Realty** complies with all applicable laws that may apply should you intend to market, sell or list the **Property** at this time.

Initials: _____

11. Rescission. You may rescind this Agreement within 3 days of the date of its execution by You by sending written notice of Your election to rescind to the following email address: cancel@homeownerbenefit.com. Upon receipt of such notice at the email address listed, MV Realty will provide You with an acknowledgment of receipt of Your election to rescind. The acknowledgement of receipt will be sent to You at the email address from which the notice of election was transmitted to MV Realty. In the event You rescind the Agreement under this provision, You must repay, within 10 days from the date of Your notice of election to rescind, all funds paid to You by MV Realty pursuant to this Agreement. The effective date of the rescission will be the later of: (i) the date You receive the acknowledgement of receipt from MV Realty, or (ii) the date on which the funds that were paid to You are returned to MV Realty. If MV Realty does not receive all monies paid by MV Realty to You by the deadline for repayment mentioned in this paragraph, You shall forever forfeit Your right to rescind this Agreement and this Agreement shall be binding and enforceable on MV Realty and You.
12. Miscellaneous.
- a. Marketing Materials. You agree that **MV Realty** may utilize any photographs, descriptions and renderings created and/or prepared by **MV Realty** in relation to this **Agreement**, including, for example, any and all photographs, descriptions, and renderings, in any manner deemed fit by **MV Realty**, in its sole discretion. The rights that you have agreed to give to MV Realty as described in the previous sentence include, for example, utilizing such materials in **MV Realty's** general marketing initiatives and efforts. In agreeing to use of such materials you consent to **MV Realty's** use of your likeness or image in any materials that are promoting, advertising or marketing **MV Realty's** business or services. You expressly release any claim relating to the use of image or likeness including any right to publicity relating to the same.
 - b. Assignment. This **Agreement** and the rights, duties, obligations and privileges hereunder may not be assigned by you without the prior written consent of **MV Realty**, which may be withheld in MV Realty's sole discretion. You agree that MV Realty may delegate some or all of its obligations under this Agreement and any future Listing Agreement, and MV Realty may transfer or assign some or all of its rights under this **Agreement**, including the right to receive the **Commission** and/or **Early Termination Fee**. Following delegation of duties or assignments of rights by **MV Realty** all terms of this **Agreement** shall remain binding on you and all rights and privileges shall then belong to **MV Realty's** successors or assigns.
 - c. Entire Agreement. This **Agreement** contains the entire agreement between the **Parties** with respect to the subject matter contained herein and all prior negotiations and agreement are merged herein. In the event any provision of this **Agreement** is held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this **Agreement** shall remain unaffected.
 - d. Governing Law. This **Agreement** shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.
 - e. Waiver. The failure by **MV Realty** to enforce any provision of this **Agreement** shall not constitute a waiver of future enforcement of that or any other provision.

MV REALTY of NEW JERSEY, LLC, a New Jersey Limited Liability Company

By: _____
Print Name: _____
Print Title: Authorized Signatory
Date: _____

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 ___ day of _____, 20___, by _____, as _____ of MV REALTY of NEW JERSEY, LLC, a New Jersey Limited Liability Company, on behalf of the Company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission #: _____
My Commission Expires: _____

This Instrument Was Prepared By and Return to:
Amanda J. Zachman
MV REALTY OF NEW JERSEY, LLC
219 N Dixie Blvd
Delray Beach, Florida 33444

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

THIS MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (this "Memorandum"), dated _____ 20__, is by and between _____, herein called "Property Owner", whose address is _____, and MV REALTY OF NEW JERSEY, LLC, and/or its assigns or designees, herein called "Listing Broker", whose address is 100 Walnut Avenue, Suite 210, Clark, NJ, 07066.

W I T N E S S E T H:

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"): _____

_____, _____, _____, _____

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 _____ County, New Jersey, 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.

[Signature Page Follows]

MV REALTY OF NEW JERSEY, LLC, a New Jersey limited liability company

By: _____

Print Name: _____

Print Title: Authorized Signatory

Date: _____

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 ___ day of _____, 20 __, by _____, as _____ of MV REALTY of NEW JERSEY, LLC, a New Jersey Limited Liability Company, on behalf of the Company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission #: _____

My Commission Expires: _____



Homeowner Benefit Program Satisfaction Guarantee

Right to Prompt Funding

Our **PRIORITY** is to get you funded **QUICKLY!** If you have not received your ACH or ZELLE Funding within 2 business days of signing this document OR within 3 business days for a MAILED CHECK, please notify us right away at: **ClientSuccess@HomesAtMV.com** OR Call: **561-391-4089**

Right to Rescind

You have a **RIGHT TO RESCIND** this Agreement within 3 days of the date of your signing, by sending written notice of your election to rescind to the following email address: **Cancel@HomeownerBenefit.com**

Right to Transparency

As discussed in the HBA, you are providing MV with the right to record a Memorandum of the agreement on the title to your property in order to provide constructive notice of MV's rights under the contract. If you have any additional questions relating to this contractual right, please email us at: **ClientSuccess@HomesAtMV.com**

Our Commitment to you

MV's goal in signing the Homeowner Benefit Agreement is to establish a long-standing relationship with our clients and to be there to list your home if you ever decide to sell in the next 40 years. Under the agreement, you are promising to enter into a listing agreement with MV if you ever decide to sell. If you, instead, list your home with another agent, for-sale-by-owner, or sell your home by any other means (without using MV), you are still obligated to pay MV the amount agreed to in the contract (3% of the sales price or home value).

Client Signature: _____

Place ID Here

Place ID Here

NOTARY:

Please have homeowner sign this **SATISFACTION GUARANTEE** Form.
Take a picture with homeowner's ID on document and return to MV Realty.

EXHIBIT C

PAYMENT AUTHORIZATION AGREEMENT

I hereby authorize MV Realty PBC, LLC, hereinafter called MV Realty, to pay the consideration in the agreement:

ZELLE TRANSFER

I confirm the phone number or email provided is correct. I acknowledge that once a payment has been sent to the provided information below it cannot be reversed or rescinded, For added safety, MV Realty will/has initiated a small initial payment through Zelle and will require that you confirm receipt of that amount prior to MV Realty sending the balance of the funds.

Associated Zelle Phone Number or E-mail Address: _____

E-CHECK

I acknowledge that I am requesting my payment to be made by E-CHECK to my account associated with email address: _____

MAILED CHECK

Per Federal Reserve Regulation (§§ 229.13(a)-229.13(f)) your financial institution may place a hold of up to 10 days on physical checks upon deposit.

If requesting a paper check, please fill in the following:

Name: _____

Address: _____

ACH TRANSFER

To ensure the electronic transfer is delivered to the correct account in a timely manner, please fill out the required information below. I acknowledge that I am requesting my payment to be made electronically to the associated accounts below. Indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Bank Name: _____

Name on Account: _____

Routing Number: _____

Account Number: _____

Indicate if it is either Checking Account or Savings Account

This authorization is to remain in full force and effect until the MV Realty has received written notification from me (or either of us) of its termination in such time, and in such manner as to afford MV Realty and the DEPOSITORY a reasonable opportunity to act on it. In the event the select payment method is unsuccessful, MV Realty will send payment via echeck, mailed check, or ach.

Signature _____

Name: _____

Date: _____

Signature _____

Name: _____

Date: _____

Signature _____

Name: _____

Date: _____

*Are you interested in saving money on your Homeowner's Insurance?

(PLEASE CHECK ONE) Yes, I'd like to save money No, I'm not interested at this time