

(2) THE WRITTEN CONSENT SHALL IDENTIFY EACH PROPERTY FOR WHICH THE REAL ESTATE BROKER WILL SERVE AS A DUAL AGENT.

(3) THE WRITTEN CONSENT SHALL INCLUDE A STATEMENT THAT:

(I) THE REAL ESTATE BROKER RECEIVES COMPENSATION ~~ONLY~~ ON THE SALE OF A PROPERTY LISTED ONLY BY THE BROKER;

(II) AS A DUAL AGENT THE REAL ESTATE BROKER REPRESENTS BOTH THE SELLER AND THE BUYER AND THERE MAY BE A CONFLICT OF INTEREST BECAUSE THE INTERESTS OF THE SELLER AND THE BUYER MAY BE DIFFERENT OR ADVERSE;

(III) AS A DUAL AGENT THE REAL ESTATE BROKER DOES NOT OWE UNDIVIDED LOYALTY TO EITHER THE SELLER OR THE BUYER;

(IV) EXCEPT AS OTHERWISE REQUIRED BY ~~LAW THIS TITLE~~, A DUAL AGENT MAY NOT DISCLOSE INFORMATION THAT A SELLER OR BUYER IN A REAL ESTATE TRANSACTION ~~REQUESTED REQUESTS~~ TO REMAIN CONFIDENTIAL TO THE BUYER OR SELLER IN THE SAME REAL ESTATE TRANSACTION;

(V) UNLESS AUTHORIZED BY THE SELLER, A DUAL AGENT MAY NOT TELL A BUYER THAT THE SELLER WILL ACCEPT A PRICE LOWER THAN THE LISTING PRICE OR ACCEPT TERMS OTHER THAN THOSE CONTAINED IN THE ~~OFFER OF THE BUYER LISTING AGREEMENT~~ OR SUGGEST THAT THE SELLER ACCEPT A LOWER PRICE IN THE PRESENCE OF THE BUYER;

(VI) UNLESS AUTHORIZED BY THE BUYER, A DUAL AGENT MAY NOT TELL A SELLER THAT THE BUYER IS WILLING TO PAY A PRICE HIGHER THAN THE PRICE THE BUYER OFFERED OR ACCEPT TERMS OTHER THAN THOSE CONTAINED IN THE ~~LISTING AGREEMENT~~ OFFER OF THE BUYER OR SUGGEST THAT THE BUYER PAY A HIGHER PRICE IN THE PRESENCE OF THE SELLER;

(VII) A DUAL AGENT MAY NOT DISCLOSE THE MOTIVATION OF A BUYER OR SELLER OR THE NEED OR URGENCY OF A SELLER TO SELL OR A BUYER TO BUY;

(VIII) EXCEPT AS OTHERWISE REQUIRED BY THIS TITLE, IF THE INFORMATION IS CONFIDENTIAL, A DUAL AGENT MAY NOT DISCLOSE ANY FACTS THAT LEAD THE SELLER TO SELL;

(IX) THE BUYER OR SELLER DOES NOT HAVE TO CONSENT TO THE DUAL AGENCY;

(X) THE BUYER OR SELLER HAS VOLUNTARILY CONSENTED TO THE DUAL AGENCY; AND

(XI) THE TERMS OF THE DUAL AGENCY ARE UNDERSTOOD BY THE BUYER OR SELLER.