

**535C.10 Remedies.**

1. If a broker materially violates the loan brokerage agreement, the borrower may, upon written notice, void the agreement. In addition, the borrower may recover all moneys paid the broker, a penalty of twice the amount of the fee sought by the broker, other damages, and reasonable attorney fees. A material violation includes but is not limited to any of the following:

- a. Making false or misleading statements relative to the agreement.
  - b. Failure to comply with the agreement or the obligations arising from the agreement.
  - c. Failure to either grant the borrower a loan or issue a credit card or diligently attempt to obtain a loan or credit card for the borrower.
  - d. Failure to comply with the requirements of this chapter.
  - e. Soliciting or obtaining, directly or indirectly, an advance fee.
2. A violation of this chapter is a violation of the Iowa consumer fraud Act, section 714.16.
3. Remedies under this chapter are in addition to other remedies available in law or equity.
- 83 Acts, ch 146, §10; 93 Acts, ch 60, §18