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# **STEPPING OUT**

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**Your Rights When You  
Become an Adult**





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*Stepping Out* was prepared by the Young Lawyers' Section of The Missouri Bar. It is intended to provide the public with law-related information. It is not intended to render legal advice. Should you need legal advice, please contact an attorney.

The Missouri Bar  
326 Monroe St.  
P.O. Box 119  
Jefferson City, MO 65102  
573/635-4128

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## **INTRODUCTION**

This publication has been specially prepared as an introduction to your rights and responsibilities as an adult citizen of the United States. We have attempted to answer basic questions in several areas that will affect your every day life. It can be alarming the day you turn 18 and realize that from now on you are solely responsible for all of your actions. *Stepping Out* was designed to alleviate some of your concerns by giving you direction and a place to start if you have particular problems.

Some of the rights that you have after age 18 are:

- to vote
- to make a will
- to sue in your own name
- to make contracts
- to obtain medical treatment without parental consent
- to live on your own and be independent of parental control.

Some of your responsibilities in Missouri include:

- at age 17 you will be tried as an adult for any criminal charges filed against you
- your parents are not required to support you
- you are liable for any accidents you cause
- you may be sued by others for any contracts you make
- all males are required to register for military service
- at age 21, you are eligible for jury duty.

The rights explained in this booklet are your legal rights. They are important for you to know and remember. The purpose of this publication is to introduce you to many of these areas that may be new to you. But we were only able to give you a beginning guideline, and every area has exceptions and special circumstances that we were not able to list. For further information on particular problems, we suggest that you consult with an attorney. We have also provided a list of government agencies at the end of this pamphlet that may be helpful in certain situations.

It is our sincere hope that this booklet will be helpful to you as a guide in your understanding of your rights and responsibilities as an adult.

# VOTING

**Who is qualified to vote?** Every citizen of the United States 18 years of age or older who is a resident of the state and has been registered to vote by the fourth Wednesday of the month preceding the election is qualified to vote and may vote in the precinct in which he or she resides. Persons who are not qualified to vote include prisoners, persons on probation or parole for a felony or persons convicted of a crime relating to the right to vote, and anyone adjudged incapacitated.

**Who may register to vote?** Any person who is 17 ½ years old and will be qualified to vote on or before the day of an election may register to vote. Once registered, an individual is not required to register again unless his or her registration has been cancelled.

**Where do I register to vote?** Each person qualified to register may do so at the office of the local election authority or any location established for voter registration. A valid Missouri driver's license or some other form of personal identification must be shown at the time of registration.

**How do I register to vote?** If qualified, you may register in person at the office of your local election authority or by mail. Registration in person is accomplished by filling out registration forms with information on identity, residence, and qualification that are signed and sworn to, then witnessed by the election authority or designee. Registration by mail is accomplished by submission of an application stating qualification after which receipt of registration will be sent by mail to the applicant.

**Where do I vote?** Your local election authority establishes voting locations (polling places). Polling places are usually located in tax supported buildings (such as schools) within the precinct in which you live. Certain non-partisan elections may be conducted by mail-in ballots.

**What if I am or will be out of town on election day?** Any registered voter who will be out of town on election day may apply to his or her election authority for an absentee ballot. The request for an absentee ballot may be in person or by mail but must be in writing in any case.



## **JURY DUTY**

**At what age am I eligible to be called to serve on a jury?** Not until you are 21 years of age.

**When I reach 21 years of age, if I am called to serve on a jury, do I have to go?** Yes, unless you are excused for some special reason. This is one of the responsibilities of being an adult.

**What are the other qualifications for serving on a jury?** To serve as a juror you must:

**Be a citizen** of this state and a **resident** of the county in which you are to serve as a juror or of the city in which you are called to be a juror if the city is not within a county (the City of St. Louis)

**What would make me ineligible to serve on a jury?** If you:

- have been convicted of a felony
- are unable to read, write, speak, and understand English
- are on active duty with the military
- are a lawyer or judge
- in the judgment of the court, are incapable of performing the duties of a juror because of mental or physical illness or infirmity.

**Can I be excluded from serving on a jury because of my race, color, religion, sex, national origin, or economic status?** No.

**How are people called to serve on a jury?** The process of calling the jury is complicated, but the bottom line is that names of persons are selected from public records in your county and, from those names, a smaller number of potential jurors will be notified to appear in court. Those persons are called the jury panel.

**Do all people who are on the jury panel actually serve on a jury?** No. More people are chosen than will be needed because some people are automatically excused and others might be excused by the judge or the attorneys.

**Who will a judge excuse from jury service?** You can be excused from serving in a jury if you make a timely request to the court and one of the following applies:

- you are a practicing doctor, osteopath, chiropractor, dentist, pharmacist or clergyman

- you have served upon a jury within one year before being called again
- the judge decides that absence from your employment would adversely affect the public health, safety, and welfare
- the judge decides that for whatever reason your service would be an extreme hardship on you.

***A person is disqualified to serve as a juror in a particular case if he or she:***

- is a witness in the case
- has formed an opinion concerning the case
- is a close relation either by blood or marriage to a party in the case.

***How are people chosen from the jury panel?*** The judge and the lawyers ask the persons on the jury panel questions. Based on the answers, the lawyers can ask the judge to excuse someone if there is a special reason such as bias, prejudice, or financial interest in the case. Each lawyer is then allowed to eliminate a certain number of people for any or no reason. This is called a preemptory challenge.

***Do people on the jury lose their salary?*** That depends on the employer. Employers are required to give employees time off for jury service but are not required to continue wage payments.

***Are jurors paid by the county?*** Yes. The amount of pay varies depending on which county you live in and ranges from \$6.00 to \$20.00 per day for actual jury service. Additionally, you should inquire as to whether you qualify for mileage reimbursement.

## **DRIVING**

***Is driving a right or a privilege?*** It is a privilege that the state regulates.

***Are all drivers required to have car insurance?*** Yes. In Missouri, all drivers are required to maintain a liability policy, and you must carry proof of insurance with you at all times while driving. If you are stopped by an officer of the law and cannot show him or her proof of insurance, your license will be suspended for sixty days for the first offense, for one year for the second offense, and for two years for any subsequent offenses.

***What happens if someone is stopped for driving while intoxicated?*** By exercising the driving privilege, it is implied that you consent to taking a blood or alcohol test to determine your blood alcohol content. If you refuse to take the test, your license will be revoked for one year. If you take the test and register .10 percent or higher, your license will be suspended for thirty days.

***What are the penalties for driving while intoxicated?*** For the first offense, you can be fined up to \$500 and confined in the county jail for up to six months. For the second offense, you can be fined up to \$1,000 and confined in the county jail for up to one year. The third or subsequent offense is a felony and you can be fined up to \$5,000 and confined in the county jail for up to one year or imprisoned in the state penitentiary for up to five years. In all cases you may be eligible for probation for a period of time.

Regardless of your past driving record, if you are driving while intoxicated and involved in an automobile accident where another person is either injured or killed, you could be charged with a felony and sentenced to imprisonment for up to seven years.

***What is “abuse and lose”?*** Under the Abuse and Lose law, your driver’s license will be revoked for 90 days if you are under 21 years old and are operating a motor vehicle with either alcohol or illegal drugs in your possession. This is a tough law because it can affect you even if you are not drinking or taking drugs. The Abuse and Lose law also requires that your license be revoked for 90 days if you commit any of the following offenses:

- any alcohol related traffic offense
- possessing or using an illegal drug
- altering a driver’s license
- trying to use someone else’s driver’s license.

Second and subsequent offenses result in a one-year suspension.

*NOTE: Driving while your license is suspended or revoked carries a minimum mandatory forty-eight hour jail sentence unless you live in a community that has a program allowing you to complete forty hours of community service work instead of serving forty-eight hours in jail.*

**What is a hardship license and how does one get one?** If your license has been suspended, you may ask the court to issue you an occupational license to meet an essential need such as work. The license will be good for limited hours and for limited areas or routes and will extend for a period of original suspension.

**Is it illegal to have an open container of alcohol in a motor vehicle?** It is an infraction for the operator of a motor vehicle to consume alcoholic beverages.

**What happens if I get a speeding ticket?** Upon a conviction for a speeding violation, the Department of Revenue assesses 2 or 3 points against your driver's record, depending on where you received the ticket. If the Department of Revenue assesses 8 points against your driver's record within eighteen months, your license will be suspended for 30 days. If 12 points are assessed in 12 months, your license will be revoked for 1 year.

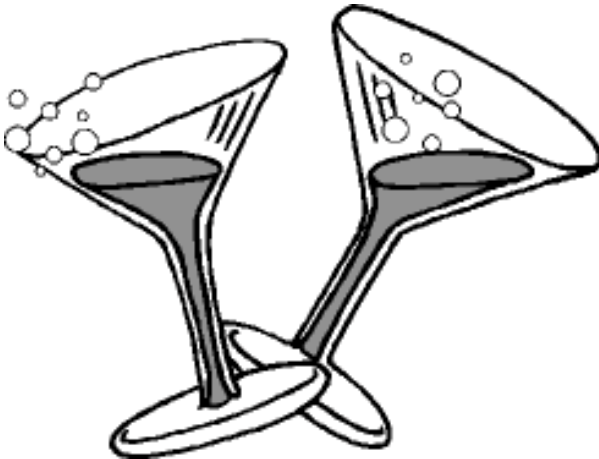
## **DRINKING LAWS**

**May the state change the drinking age?** Yes. Buying beer, wine, or liquor is considered a privilege rather than a right, so a state may change the drinking age.

**What is the legal drinking age?** In Missouri, no person under the age of 21 may legally purchase beer, wine, or liquor. Furthermore, it is an offense for anyone under 21 to be in possession of it under most circumstances.

**May a person under the state drinking age buy beer, wine, or liquor with parental consent?** A person under the drinking age may not buy beer, wine, or liquor even if accompanied by a parent, legal guardian, or spouse who is over the drinking age. Any place that sells beer, wine, or liquor has a duty to ask for identification for proof of age for all persons who appear to be and might be under age. All places have the right to refuse to sell beer, wine, or liquor to any person who cannot show true proof of age, even if that person is 21 years or older.

**What is the penalty for possessing, buying, or attempting to buy liquor?** If you are at least 17 years of age but less than 21 years of age, you can be charged with a misdemeanor and fined up to \$1,000 or sentenced to jail for up to one year or both fined and sentenced.



## **CRIMINAL CHARGES**

***At what age can someone be arrested for a criminal offense?*** When you turn 17 years of age, you are treated as an adult by the criminal justice system and can be arrested, jailed, and prosecuted for committing a crime. Also, under certain circumstances, a juvenile may be prosecuted as an adult.

***What happens when someone is arrested?*** If you are arrested for anything other than a minor traffic offense, you will be searched, handcuffed, and taken to the police station. If the police want to question you about the offense, they must first advise you of your rights by giving you a “Miranda” warning. In other words, you do not have to answer any questions, you have the right to have an attorney present during questioning, and if you cannot afford an attorney, one will be appointed to represent you. If the police do not question you, they are not required to advise you of these rights.

***What basic things should a person remember if arrested?*** You have an absolute right to refuse to discuss the case with anyone and do not have to answer questions without consulting an attorney. If you choose not to answer questions or make a statement and the police continue to question you, tell them that you want to consult with an attorney. They must then stop questioning you immediately. A police officer has no authority to promise you anything in exchange for your statement, and if you make a written or oral statement, it can be used against you at trial. If at first you decide to cooperate with the police, you can change your mind at any time and refuse further cooperation.

***How soon after arrest must a person appear before a judge?*** You must be brought before a judge “as soon as practicable” after being arrested. In many cases, this will be done within 24 hours after your arrest. But if you live in an area of the state where criminal court is not held every day, you could be required to wait for as long as a week. The judge will tell you what you are charged with and inform you of certain rights. If your bond has not yet been set, the judge will also set bond.

***What does it mean to be released on bond?*** You will be released from jail if you are able to “post bond.” In most cases you can post bond by hiring a bondsman or depositing the cash amount of the bond with the court. In some cases you can post bond by putting up property with the court, or you may be eligible to be released on your promise to appear in court. When you post bond, you also promise to appear in court. If you do

not appear as promised, the amount of your bond will be forfeited and a warrant can be issued for your arrest.

***What if a person cannot afford to hire an attorney?*** The first time you appear in front of a judge, you should tell the judge that you cannot afford to hire an attorney but that you wish to have an attorney represent you. If you are charged with a crime for which you could be sentenced to serve time in jail or prison, a lawyer will be appointed to represent you if it is determined that you truly do not have the means to pay an attorney.



## **EMPLOYMENT**

***What is the minimum wage law?*** A federal statute that requires employers to pay workers a minimum hourly wage for most types of employment.

***Must an employer give employees a written contract?*** No. Most employment contracts are verbal.

***For what reasons can an employee be fired?*** Generally, an employer can fire someone at any time for no reason. But under certain circumstances an employer may only fire an employee for good cause according to the employer's established rules and regulations.

***What is employment at will?*** Employment at will is a legal principle that states that an employee does not have a right to work for a particular employer and an employer does not have the right to make an employee

remain in its employment.

***What is unemployment insurance?*** Unemployment insurance provides for the mandatory saving of money to compensate workers who are unemployed due to no fault of their own. In all states there are certain requirements that an individual must meet in order to be eligible for benefits.

***Who pays for unemployment insurance?*** The employer is required to pay for the insurance by paying what is known as a contribution.

***Is an employer required to inform its employees of possible entitlement to unemployment insurance benefits?*** Yes, but it is the employee's responsibility to file the claim and to satisfy the eligibility requirements.

***What is workers' compensation?*** A state statute that compensates a covered worker for injuries stemming from a work-related accident. Workers' compensation is not health insurance.

***What do I do if I have been injured on the job?*** Notify your employer and fill out an accident form that your employer should have. Your employer, through his or her workers' compensation insurance company must pay your medical bills for any injuries you receive.

***Must the injured worker prove that the employer was at fault?*** No.

***Must the injured worker fear losing his or her job for filing a workers' compensation claim?*** No, it is a violation of law to fire or reprimand an injured worker for filing a workers' compensation claim.

***What should I do if I feel I have been discriminated against?*** An employer may not fire or discriminate against someone based on race, sex, color, religion, national origin, disability, or age. But age discrimination claims may be brought only by those persons between the ages of 40 and 70. You may file a complaint of discrimination with the Missouri Commission on Human Rights or the United States Equal Employment Opportunity Commission.

## **APARTMENT LEASES**

***Must a lease be written to be enforceable?*** No, unless the lease is for longer than one year.

***What are the advantages of having a written lease?*** A written lease will serve as a clear and concise reminder of your rights and obligations. It can also serve as protection against dishonesty and poor memories.

***What are the disadvantages of a written lease?*** A printed lease form may contain terms more favorable to the landlord than those that would otherwise be applicable.

***What is a security deposit, how much is a normal deposit, and what is it used for?*** A security deposit is an amount of money normally collected by a landlord that is held as security against property damages, unclean conditions, and unpaid rent. The amount may vary; it is often equal to one month's rent, but it cannot exceed two months rent. The landlord may retain all or any portion of the deposit to cover any damages or charges for which you are liable under the lease or to cover normal wear and tear. The landlord may also retain all or any portion of the deposit if you break the lease agreement. But within 30 days of termination of the tenancy, the landlord must furnish a written list of damages for which the security deposit or a portion may be withheld. Failure to comply with this provision could allow the tenant to collect up to twice the amount wrongfully withheld.

***How can I terminate a lease that I signed for one year?*** You must give written notice to the landlord not less than 60 days before the end of the lease period. The landlord must give you the same notice. In order to remain on the premises after the agreed time of possession has terminated, either the lease should contain a clause to that effect or a new lease should be entered into.

***What about a lease for less than one year?*** This is called a tenancy at will and it can continue until either party gives written notice one month in advance of terminating the lease.

***When is notice of termination not necessary?*** It is not necessary for either party to give notice to quit the premises when there is an agreement that specifies a certain time or when notice is dispensed with by special agreement.

***What if I do not leave after I have said I intend to do so?*** If you fail to deliver the premises to the rightful possessor on the required date, you will be liable for double the rent that is owed for the period you remain in possession.

***What if I fail to pay my rent?*** The person to whom the rent is owing or his or her agent may evict you. Additionally, they may initiate attachment proceedings on any portion of your personal property that would not be exempt from execution.

***Is there any other reason for which I may be evicted?*** The presence of any illegal activities conducted on the premises that you have leased automatically renders the lease void. The lessor's remedy would be double recovery of the rent owed for the remainder of the lease.

***What can I do if a landlord refuses to make repairs to the premises?*** The landlord's general duty is to make a diligent effort to repair or remedy a condition if: (1) the tenant specifies the condition in a notice to the person to whom rent is normally paid; (2) the tenant is not delinquent in the payment of rent; (3) the condition materially affects the physical health or safety of an ordinary tenant; and (4) the condition is not caused by the tenant or a member of the tenant's family or a guest of the tenant. If the cost of repair is minor in relation to the rent, it may be your responsibility to fix the problem. When conditions are so bad as to make the premises "uninhabitable," you should consult an attorney about possible remedies.

***Under what circumstances can a landlord enter my premises?*** A landlord may enter your premises at reasonable times to inspect, make repairs, or show the premises to prospective tenants. The landlord may enter in unusual situations to preserve or protect the premises.

## **MARRIAGE**

**When can a person marry without a parent's consent?** At age 18.

**What is the youngest age at which a person can marry with a parent's consent?** At age 15.

**How does one get a marriage license?** You must apply in person to the county recorder of deeds at least 3 days before a license can be used. The license is void 30 days after the date of issuance. The application must be signed in the presence of the recorder of deeds or his or her deputy. But a license may be issued on order of a circuit or associate circuit judge (for good cause shown) without waiting 3 days.

**Who can solemnize a marriage?** Any clergyman, active or retired, who is in good standing with any church or synagogue in this state or any judge of a court of record other than a municipal judge.

**Are blood tests required in Missouri?** No.

**Does common law marriage exist in Missouri?** No. There is no presumption that a couple is married because they have been living together as man and wife for a period of time.

**What is an annulment?** An annulment is a declaration of invalidity of a marriage that renders the marriage completely void. Grounds for an annulment include duress of a party, insanity of a party, bigamy, and fraud.

**How do you get a divorce?** One of the parties files a petition in the circuit court in the county where the petitioner resides. The petitioner must have been a resident of Missouri 90 days before filing. After filing there is a mandatory 30-day waiting period.

**What are the grounds for divorce?** Missouri is basically a no-fault state in granting divorces. But the court must find that there remains no reasonable likelihood that the marriage can be preserved and that, therefore, the marriage is irretrievably broken.

**What does a court decide in a divorce?** If the parties are unable to reach an agreement, the court must decide on child custody, the support of

any child of the marriage who is entitled to support, the maintenance of either spouse, the disposition of property, and the payment of attorney's fees and court costs. The court makes orders on these issues as well as dissolving the marriage and restoring a wife's maiden name if requested.

***What happens if parents don't pay child support?*** Parents who don't pay child support can have their wages garnished, their bank accounts garnished, or other real or personal property levied upon and sold to pay the child support they owe. A wage assignment can be obtained that will automatically deduct the amount from a parent's paycheck. A parent can also be held in contempt of court.

***What can parents do if they are being denied visitation with their child as ordered by the court?*** A parent can bring a contempt action against the custodial parent. Sanctions can be entered against the custodial parent. Sanctions can be entered against the custodial parent if that parent has denied the visitation without good cause, including a change of custody to the other parent or an abatement or reduction in child support if the parent was current in his or her child support obligation. Visitation cannot be denied solely on the grounds that the parent has not paid child support. Nor can a parent stop paying child support because he or she was denied visitation.

***If a man denies he's the father of a child can he be required to pay child support?*** Yes. A paternity suit can be started to ascertain, by complex blood testing, if he is the father of the child. The parties have a right to trial by jury. Custody and child support of the child can be ordered by the court.

***How is custody determined by the court?*** The court determines custody in accordance with the best interest of the child. The court considers the following factors:

- the wishes of the child's parents as to his or her custody
- the wishes of the child as to his or her custodian
- the interaction and the interrelationship of the child with his or her parents, his or her siblings, and any other person who may significantly affect the child's best interest
- the child's adjustment to his or her home, school, and community
- the mental and physical health of all individuals involved, including any history of abuse of any individuals involved
- the needs of the child for a continuing relationship with both parents and the ability and willingness of the parents to actively perform their functions as mother and father for the needs of the child

- the intention of a parent to change his or her residence outside the state
- which parent is more likely to allow the child frequent and meaningful contact with the other parent.

***How long is child support paid?*** Generally, a parent is obligated to make child support payments until the child dies, marries, enters the military, becomes self-supporting, or reaches the age of 18 or graduates from a secondary school, whichever of the latter two conditions occurs last, but in any event no later than the child's 21<sup>st</sup> birthday. But if the child is attending a higher education or vocational institution, parental support shall continue until the child is 22 years old or completes his or her education, whichever occurs first.

***Who pays attorney's fees?*** The court, after considering the financial resources of the parties, may order a party to pay a reasonable amount for attorney's fees and costs.

***What is joint legal custody and joint physical custody?*** Joint legal custody means that the parents share the decision-making rights and responsibilities and authorities relating to the health, education, and welfare of the child and, unless allocated, apportioned, or decreed otherwise, the parents must confer with one another in the exercise of the decision-making rights, responsibilities, and authority.

Joint physical custody means an order awarding each of the parents significant periods of time during which a child resides with or is under the care and supervision of each of the parents. Joint physical custody is shared by the parents in such a way to ensure the child frequent and meaningful contact with both parents.

***What kind of protection can an abused spouse get?*** Any adult who has been subject to abuse by a spouse or other present or former adult member of his or her household may apply to the court for a temporary order requiring the other person to leave the home, grant custody of children, and pay child support and maintenance for the expenses of the abused spouse. A hearing is held within 15 days and, upon a finding that the allegations of abuse have been proven, the court can continue its order for 180 days. Clerks in the office of the circuit clerk explain to persons not represented by counsel the procedure for filing the forms necessary to present their petitions.

## CONTRACTS

**What is a contract?** A contract is any agreement between two or more people from which each receives some benefit.

**Can I make a contract before turning 18?** Yes, but as a minor you could have terminated most contracts. Once you reach the age of 18, you can affirm a contract made as a minor either expressly or by failure to disaffirm it. Adults cannot usually enforce contracts against minors. That is why your parents, or some adult, probably had to co-sign any contract you made as a minor. You may be liable for the fair market value of necessary items purchased as a minor.

**What are some likely contracts that I may soon be part of?** Some of these contracts are:

- loan for education, to buy a car, or to make another large purchase
- installment purchase of some product
- apartment rental
- insurance
- marriage
- medical care.

**Do all contracts have to be in writing?** No. Many contracts (employment, some apartment leases, a promise to pay for medical care) are rarely in writing. But some contracts must be in writing. For example:

- any purchase of an item costing more than \$500
- any contract to buy or sell land
- any contract that cannot be performed according to its terms within one year from the date that it is made.

**What are some of the advantages of written contracts?**

- *Protection against misunderstanding*—A written contract helps ensure that both parties understand what they have agreed to do.
- *Protection against dishonesty*—A written contract helps prevent dishonesty by the other person as to what you had agreed.
- *Protection against poor memories*—After a time people will usually have different recollections of their agreement even if there is no dishonesty.

**What are some of the disadvantages of written contracts?** Consumers are often forced to sign printed form contracts that are written to favor the seller. For example, a contract might attempt to limit warranties or say that

the consumer must pay the business's legal fees if there is a lawsuit to enforce the contracts. Some words contained in written contracts have technical legal meanings that are unknown to most people

***What are some general rules to follow when I am asked to sign a contract?***

- Do not sign anything until you are sure you understand the agreement.
- Read the entire contract (including language on the back of a form) before signing it.
- Ask questions about anything in the contract that you do not understand.
- Cross out parts of the contract that conflict with your agreement. If you do this, initial the cancellations and have the other party do so as well.
- Write in parts of your agreement that are not in the contract and have the other party initial the additions.
- Do not sign a contract if it contains any blank spaces; either fill them in or cross them out if they do not apply.
- Be concerned if someone asks you to sign a contract without reading it.
- Do not be intimidated by sales people.
- Do not be taken in by friendly sales people.
- Never sign anything unless you understand why you are being asked to sign and what you are agreeing to do.
- Be sure that you get a complete, accurate, signed copy of the contract.

***What can happen if I do not perform a contract, e.g., miss payments or fail to perform other obligations?*** You can be sued. You as a “defendant” can be required to appear in court against the other person’s (plaintiff’s) claim against you. The judge or jury decides what the facts are, and the judge decides who wins. If you do not defend, you will lose by default. If you lose, a “judgment” will exist against you. Garnishment proceedings may be filed against you. If a garnishment is ordered against your wages, your employer will be ordered to pay up to 25% of your salary into the court for the benefit of your creditor. But if you are a Missouri resident and the head of a family, you may file an affidavit that has the effect of limiting the garnishment, in most cases up to 10% of your wages. Also, if you earn less than 30 times the minimum hourly wage per week, your wages are not subject to garnishment. The judgment can last until it is paid. Interest is added to the amount of judgment.

***What can I do if I owe more money than I can pay?*** Some options include working out agreements to pay your debts back over a period of

time, taking out a new loan to pay back existing debts, and bankruptcy. Also, there are some consumer credit counseling agencies that may be able to help you.

***What are some of the consequences of bankruptcy?*** Bankruptcy is a formal court proceeding. It is quite complicated. The result is that most debts are cancelled. Debts that are not cancelled include:

- debts obtained by fraud
- taxes
- debts that were not reported to the bankruptcy court
- debts for intentional and malicious injury to people or property
- education loans.

Bankruptcy can have a bad effect on your credit rating making it harder for you to obtain a loan in the future.



## **CREDIT**

***What is a credit rating?*** A credit rating is the sum of information compiled by a credit bureau from the various people to whom you owe or have owed money. It is intended to measure your ability to repay a debt. A good credit rating will be one that reflects prompt payment in all records. Please note that a “no credit” rating may be nearly as bad as “bad credit.”

***How do I get a good credit rating?*** There are a number of ways, including: maintaining a savings account, buying low-priced items on time, getting a job, and using credit cards.

***How long does it take to clear up a bad credit report?*** It depends on the seriousness of the past problems and the amount and purpose for a new loan. Generally, credit reporting agencies want references on loans and employment for the past five to seven years. A past bad credit rating can sometimes be avoided if the collateral for the present loan is sufficient. Under federal law, negative credit information is stale after seven years except in bankruptcy, which should be removed after ten years.

***What is collateral?*** Collateral is anything that has value that can be given as security for a loan. The lender wants to identify property that has a value at least equal to the amount of the loan so that the property can be used to pay back the debt if you are unable to repay the loan.

***What if I buy a TV or stereo on installments and have problems getting it fixed? If the store refuses to fix the set, can I refuse to make payments?*** In most cases, it is not wise to discontinue payments, because the seller will claim that you are in default on your obligations. In general, you may stop making payments IF the selling merchant financed your purchase himself AND IF you validly revoke your acceptance by notifying

the seller of the reason for revocation. To use this remedy, however, the nonconformity of the goods (i.e., broken TV set) must be such that its value to you is substantially impaired and the nonconformity complained of was not caused by you. On the other hand, if someone other than the seller financed your purchase (i.e., a finance company or a bank) or the seller sold your promissory note to another party, your payments would most likely have to continue although the holder of your consumer note may also be subject to revocation, repair, or replace the set if defective under consumer warranties. In such cases, you may not revoke your acceptance and discontinue making payments. Under both state and federal law, a consumer does have the right to assert any defenses he or she has against the supplier of goods or services against the person holding the consumer contract under certain circumstances.

***If I buy something with a high interest rate loan and later have money to pay off the loan, must I pay the entire amount of interest that would have been due over the term of the original contract?*** No. A consumer has a right to prepay a loan at any time without penalty. But beware of the Rule of 78 percent, which is a commonly used means of refunding on consumer contracts that loads the greatest portion of the interest at the beginning of the contract.

***What are important considerations before buying on time?*** Make sure you understand how you will be paying interest on your purchase. For example, are you paying most of the interest or finance charge early on in the contract?

Rely on what is in the written contract and not on sales talk. If it is not written into the contract, it is not a part of the agreement.

Read every paper carefully before signing; do not sign anything you do not fully understand and never sign a form with blank spaces. If you have any questions, see an attorney before you sign. Legal advice obtained in advance is much cheaper than a lawsuit resulting from a contract dispute.

Co-signing or guaranteeing a debt makes the co-signer equally responsible with the original signer for full payment of the debt.

A debtor is entitled to a notice of default and right to cure. This means a lender must tell you that you are in default on a loan and give you a chance to make things right. But an uncured default or repeated defaults can result in repossession or suit.

If a seller/holder repossesses the collateral, he or she may also be able to sue for an additional amount (called a deficiency) if the sale price when the seller sells it does not cover the entire debt.

Figure out how much it is costing you to buy on time. Compare the installment sale contract price with the cash price.

The disclosure laws give you an opportunity to compare the cost of credit. The federal disclosure laws require that there be four key disclosures: the amount of the loan or other credit, the finance charge (which is the dollar amount the credit is costing you), the annual percentage rate (which is the uniform measure of all finance charges), and the total of payments (which is the finance charge and the principal combined). The lender generally must provide this information to you on paper. If you compare these figures from contract to contract, it is very simple to tell which is the best deal.

It is absolutely essential to shop carefully for your credit. For major purchases, you should seek rates and terms from at least one bank, one savings and loan, one finance company, and one credit union (if you are eligible). Pay off your credit cards before making the decision. The difference in finance charges can be very significant in the overall cost of the merchandise that you receive on time.

You are responsible for making each payment when it is due. If you have a legitimate reason for being late in making a payment, discuss this with the creditor before the payment is overdue. The creditor may be willing to work out arrangements by which you can meet the payments rather than taking legal action for collection.



## **CONSUMER PROTECTION**

***What are some consumer protection laws and what do they do?*** Federal and state regulations have been adopted in many areas including: term paper sales; motor vehicle sales and repairs; home solicitation selling; and home improvement contracts.

- **Truth in lending.** This requires disclosure of credit costs and contract provisions. It also gives you a three-day right to cancel any credit sale that takes place at your residence.
- **F.T.C. Door-to-Door Rule.** This regulation creates a three-day rescission right for any contract on credit and cash sales of \$25 or more that take place away from the seller's regular place of business. Door-to-door contracts are required to contain a bold-faced notice of the cancellation right.
- **Unsolicited credit cards.** This law prohibits issuance of unsolicited credit cards.
- **Fair Credit Reporting Act.** Credit reporting agencies must obtain certifications from people who use credit reports, provide consumers access to credit records, provide consumers with the right to dispute information contained in the records, and reinvestigate any disputed information upon the consumer's request. Credit-granting organizations are required to disclose the reasons for denial of credit.
- **Equal Credit Opportunity Act.** This prohibits discrimination in the granting of credit on the basis of sex or marital status. Credit-granting organizations are prohibited from requiring the signature of a spouse on a credit application except when needed to create a valid lien.

***What is the difference between a "full" and a "limited" warranty?*** All warranties must be labeled as either "full" or "limited." Under a "full" warranty, the dealer/manufacturer is given a reasonable number of chances to fix defects but then must allow you to choose a full refund or a replace-

ment without charge. A “full” warranty applies to anyone who owns the product during the warranty period. Few “full” warranties are given. The refund or replacement rights do not exist under “limited” warranties. Most warranties are “limited.”

***Are warranties important?*** Yes, they establish your right to have defects fixed at no charge. You should always ask for a copy of the warranty. A dealer is required to give you a copy. Missouri has an Unfair Practices Act that gives you additional rights for breach of warranty or for other deceptive trade practices. This act offers consumers strong protection against defective products.

***Do I have any protection after the stated warranty period ends?*** Maybe. There is usually an implied (unwritten) warranty created by statute that, for a reasonable time, an item purchased from a dealer will be fit for the purpose for which it was sold.

***Do these warranties apply to used items?*** After the stated warranty period there are no warranties.

***Do I have to pay for unauthorized work done by a repair shop?*** It depends on what you told the shop when you asked them to do the repairs. The law protects all consumers on repair contracts, requiring written estimates under certain circumstances.

***What if I bought a “lemon” motor vehicle?*** If you bought a new vehicle, you might be able to cancel the purchase if you bought it from a dealer. If a defect substantially impairs the value of the item, you must notify the dealer and give the dealer a reasonable number of chances to fix it. Within a reasonable time, you must notify the dealer that you are canceling the purchase and must return the item without substantial change to it. Missouri has a “lemon law” that allows you to cancel the purchase of a “lemon” motor vehicle in some circumstances.

***Whom should I contact if I have consumer questions?*** The Consumer Protection Hotline of the Office of the Attorney General of Missouri 1-800-392-8222.

## **MILITARY SERVICE**

***At what age can a person enlist in the armed forces?*** At 17, with parental consent, or between 18 and 35.

***Who is required to register for military service?*** All males upon reaching their 18<sup>th</sup> birthday must register. Females may also register.

***How do I register?*** After his 18<sup>th</sup> birthday, each male is required to go to a local post office and fill out a form giving his name, address, birthdate, and social security number. Physical examinations will not be conducted and classification will not be issued at the time of the registration.

***Will draft cards be issued when I register?*** No. If a draft occurs, you will be notified by Western Union mailgram. The mailgram will order you to report for physical examination and processing. It will also provide information on possible exemptions and deferments.

## ***FOR FURTHER INFORMATION . . .***

### **Consumer Protection**

Attorney General of Missouri  
P.O. Box 899  
Jefferson City, MO 65102  
(573) 751-3321  
HOTLINE: 1-800-392-8222

### **Drivers License**

Missouri Department of Revenue  
301 West High Street  
Jefferson City, MO 65102  
(573) 751-2487

### **Unemployment Compensation**

Division of Employment Security  
Missouri Department of Labor &  
Industrial Relations  
421 E. Dunklin St.  
Jefferson City, MO 65104  
(573) 751-3215

### **Child Abuse**

Division of Family Services  
Missouri Department of Social  
Services  
P.O. Box 88  
Jefferson City, MO 65103  
(573) 751-3221  
HOTLINE: 1-800-392-3738

### **Workers' Compensation**

3315 W. Truman Blvd.  
Jefferson City, MO 65102  
(573) 751-4231

### **Child Support Enforcement**

Missouri Department of Social  
Services  
221 West High Street  
Jefferson City, MO 65102  
(573) 751-4301

### **MISSOURI LEGAL SERVICES PROGRAM (LEGAL AID)**

#### **Southeast Missouri Legal Services, Inc.**

116 North Main Street  
P.O. Box 349  
Charleston, MO 63834  
(573) 683-3783 or (800) 748-7456

#### **Meramec Area Legal Aid Corp.**

P.O. Box 135  
Rolla, MO 65401  
(573) 341-3655 or (800) 999-0249

#### **Legal Aid of Western Missouri**

1005 Grand Avenue  
Kansas City, MO 64106  
(816) 474-6750

#### **Legal Services of Northeast Missouri, Inc.**

801 Broadway  
P.O. Box 1276  
Hannibal, MO 63401  
(573) 248-1111

#### **Legal Services of Eastern Missouri, Inc.**

4232 Forest Park Blvd.  
St. Louis, MO 63108  
(314) 534-4200 or (800) 444-0514

#### **Mid-Missouri Legal Services. Corp.**

205 E. Forest Ave.  
Columbia, MO 65203  
(573) 442-0116 or (800) 568-4931

**Legal Aid of Southwest Missouri**

Woodruff Bldg, Suite 426  
333 Park Central East  
Springfield, MO 65806  
(417) 862-1100 or (800) 444-4863

**Public Defender**

Office of the State Public Defender  
231 East Capitol Avenue  
Jefferson City, MO 65101  
(573) 526-5210

**Missouri Individual Income Tax**

Missouri Department of Revenue  
P.O. Box 200  
Jefferson City, MO 65105  
(573) 751-3505

**Property Taxes**

State Tax Commission  
621 E. Capitol Ave.  
Jefferson City, MO 65101  
(573) 751-2414

**Higher Education****Department of Higher Education**

3515 Amazonas  
Jefferson City, MO 65109  
(573) 751-2361

**NEED A LAWYER?**

Out-State Missouri  
Missouri Bar Lawyer Referral Serv.  
P.O. Box 119  
Jefferson City, MO 65102  
(573) 636-3635  
(hours: 9:00-12:00 and  
1:00-3:00 p.m.)

In St. Louis (314) 621-6681  
In Kansas City (816) 221-9472  
In Springfield (417) 831-2783



