Student Anti-Anxiety Guide to Texas Laws: FAQs & Forms

Office of the Attorney for Students
Texas State University
LBJ Student Center, Room 5-1.5
(512) 245-2370
www.attorney.dos.txstate.edu

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YOU CAN'T AFFORD MY LEGAL FEES?

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TXST Attorney for Students
TXST_AFS
Frequently Asked Questions

What can AFS do for me?
The Attorney for Students (AFS) offers free legal counseling services to all currently enrolled Texas State University students. In addition to individual consultations, the attorneys are available to provide group presentations on a wide variety of legal topics. AFS does not provide in-court representation and cannot make court appearances on behalf of students.

Who is eligible to get help?
All currently enrolled Texas State University students are eligible.

Does AFS charge for services?
No, consultations and presentations are provided at no out of pocket cost to students. AFS is made possible by your student service fees, which also fund offices like career services, mental health and counseling, and recreational sports.

Is it confidential?
Yes. The attorney client privilege applies to all personal consultations and relationships between students and AFS. Your privacy will be respected and maintained at all times. In person appointments are required for initial consultations and email follow ups may be available. However, email communications are inherently unsecure and a student who chooses to correspond with an attorney in that manner does so at his or her own risk.

How do I get help from AFS?
Call or email the office to schedule a consultation with an attorney. Your phone call or email will be held in confidence. You tell the office what type of legal question you have so that you can be matched with the appropriate attorney. It is not necessary to provide details but you must notify the office if your question relates to criminal law, family law, apartment renting, etc.

You can also research your legal issues on the AFS website @ attorney.dos.txstate.edu. The website offers tips and information on frequently asked questions and can help you prepare for your consultation.

How do I contact AFS?
Call, email, or stop by to schedule an appointment. The Attorney for Students office is located on the 5th floor of the LBJ Student Center.

Room 5-1.5, LBJ Student Center
(512) 245-2370 phone
(512) 245-9053 fax
legalhelp@txstate.edu
attorney.dos.txstate.edu

What should I bring along?
Bring any documents related to your legal issue. Examples include: copies of apartment leases, traffic tickets, arrest bonds, letters from creditors, credit reports, and employment contracts. It may also be helpful for you to write down any questions or concerns that you have.
Can you afford to rent?

Tips To Create a Realistic Budget for Living Expenses

Monthly Rent:
This should not vary from month to month; your lease will specify exactly how much rent you owe each month. Remember that most leases last 12 months, but your financial aid award only covers 9 months of rent. How will you pay all 12?

Utilities:
Many leases will include the cost of cable, internet, and water. Other bills include electricity, gas, and parking. Assume $50-70 per person for electricity, $15 per person for water, and $10 per person for gas. If you will be living alone, estimate $120 for electricity and $30 for water.

Travel:
You will need to get to/from school, work, and the grocery store. Make certain the complex is on the bus loop if you don’t plan to have a car. If you have a car, plan at least $60 per month for gasoline to get you to/from, and perhaps $50 for parking. Registration fees, oil changes, and repairs should be considered as well.

Groceries:
Estimate at least $400 per month for food, cleaning supplies, and necessities (ex: toilet paper, deodorant, hairspray, contact solution). $400 is not a lot of money and only gives you about $13 per day to spend; even if you plan on taking your lunch, $13 won’t get you far.

Life Expenses:
Do you ever want to have fun? If so, plan at least $50 per month for tubing the river, eating out, attending a show, or watching a sports event. Also, setting aside $20 every month in savings is a good way to protect yourself in case of unexpected life expenses like a trip to the dentist for a broken tooth, fixing a flat tire, replacing a stolen cell phone, or paying a parking ticket.
Renting With Roommates

Living with roommates, even strangers, can be a wonderful experience if you plan ahead and make mature decisions. Even great friends will have disagreements over lifestyles, cleaning methods, bill paying, and food sharing. A renting together agreement, like the one found on page 30 of this handbook, is a great way to memorialize basic rules and prevent future disagreements. This agreement will specify things like what days bills must be paid, who will pay for what, how long friends can stay, if food will be shared, and who cleans what when.

It’s easy to sign a lease with friends and assume everything will work out great, but even the best of friends can have dramatically different ideas about home lifestyle. The lease doesn’t deal with any of those problems and the landlord is not responsible for you getting along with your roommates. Here are questions to ask yourself before choosing roommates.

4 Questions to Ask Yourself

1. Do I trust this person?
   Only live with that person if your answer is an emphatic YES.

2. Am I willing to put up with this person’s habits?
   You may be willing to accept a friend’s bad habits from afar, but do you really want to live with them? It’s one thing to know your friend likes to smoke weed or hook up with strangers, it’s completely another to have them doing those things in your apartment. You don't want to become a prisoner in your bedroom.

3. Is my schedule compatible with this person?
   A morning person who works standard hours may not live comfortably with a night owl who prefers to stay up late and cook dinner at 3am. Even the most considerate of roommates can be heard through thin apartment walls when they enter/leave, cook, shower and watch TV.

4. Do I want to remain friends with this person?
   A friend who doesn’t pay their share of the bills isn’t much of a friend. You know your friend’s flaws and you accept them as they are, however that doesn’t mean you’d want to live with them. A friend who you love to party with may be a great person to hang out with on a Saturday night, but not so wonderful on a Monday morning. Can you afford to have a freeloading roommate?
1. What you see may not be what you get.
The lease only guarantees you the right to use a particular space at a set price between two specific dates. The fit and finish of the apartment, including wall colors, carpeting, age of furnishings, and amenities are NOT guaranteed. It is not illegal or deceptive to show you a model apartment with top of the line furnishings and then provide you with an outdated unit.

2. Monthly rent is NOT the same thing as an installment plan.
Monthly rent is based on the number of days in each month that you occupy the apartment. If you move in or out halfway through the month, you can pay a pro-rated amount of rent for only the days you're actually present. With an installment contract, you agree to pay an annual fee for the entire contract and the landlord allows you to pay that annual fee in 12 equal installments. This can result in you paying a full installment for only a partial portion of the month.

3. All leases are not created equally.
The lease your friend signed or the lease you signed last year is not the same lease that you have now. Leases can change dramatically from year to year, even for renewals. You always need to read the lease carefully before signing.

4. Email does NOT count as written notice.
All repairs, notices, and requests must be put in writing to the landlord. The only type of written notice that is recognized under Texas law are letters that were mailed. Email, hand delivery, and fax do NOT count. Use the letters on pages 30 & 31 to give your landlord official notice.
5. Landlords do not have to fix everything.
A landlord only has to repair conditions that seriously affect your physical health or safety. (ex: broken windows, missing smoke detectors) Items which are annoying or unpleasant do not have to be fixed. (ex: dirty carpet, crowded parking, noisy neighbors, broken air conditioner)

6. Parking, AC, heat, and security are perks.
Texas law does not consider parking, air conditioning, or heat to be necessities for living in an apartment or house. City ordinances may require heat, but none require AC.

7. It doesn’t matter what you’re told, it only matters what is written.
The lease contains all of the necessary legal information and details exactly what the landlord and tenant must do for one another. If you are orally promised something by the sales agent, make certain that the lease says the exact same thing or you’ll be stuck in lease you don’t want.

8. Subleasing does not end your responsibility under the lease.
Subleasing is very much like a teacher hiring a substitute. The sub is there to teach the class but if they teach the lesson wrong or fail to show up, the teacher is still responsible. If you sublease your apartment to another person who fails to pay rent or damages the apartment, you will get stuck paying for their mistakes to the landlord.

9. You can’t change your mind after you’ve signed.
There is no cooling off period in Texas. You cannot change your mind after you sign the lease. Even if you haven’t turned in proof of income or a guarantor, the lease is immediately enforceable against you once you sign.

**AFS will review the lease for you!**
**Call for a free appointment**

512-245-2370
Moving In Checklist

_____ Pick up the keys and inspect the apartment.
Do not start moving your items inside until you have thoroughly checked for preexisting damages or problems.

_____ Use an inventory form to note flaws & damages.
Be specific about what is damaged and where it’s located. Use the form on page 29 if the landlord doesn’t provide one.

_____ Take pictures of everything!
Email the pictures to yourself, a parent, or a roommate so that you have a backup copy.

_____ Turn in the inventory form to the landlord ASAP.
Be sure to keep a copy for your records.

Moving Out Checklist

_____ Give a written move out notice.
Send your move out notice in writing (NOT email) ahead of the deadline required in your lease. You can use the form on page 31 to give notice and update your address.

_____ Request a move out inspection.
The landlord may be able to point out damages that you could be charged for and give you a chance to clean or repair those items.

_____ Clean the apartment better than you’ve ever cleaned it before.
Be extra cautious and clean it better than you think you should.

_____ Throw away all trash at the dumpster.
Do not leave any items inside the apartment, outside the door, or on the curb. You must throw everything away or you will be charged.

_____ Take pictures of everything on the very last day!
Your word is not enough; you will need pictures to prove that it was as you claim.

_____ Turn in the keys and update your address.
You must provide the landlord a piece of paper containing your new address, or an address where you can be reached after move out.
Subleasing

There are only two times that Texas law gives you the right to break your lease without facing negative consequences.

- **Family Violence** — A victim of family violence who obtains a protective order may present the order to the landlord and terminate the lease without penalty. It is not necessary for the dangerous person to be living with you; it is sufficient that you obtain a protective order against them.
- **Military Deployment** — A person on active duty in the military who is deployed for more than 90 consecutive days may terminate their lease without penalty.

**How to Sublease the RIGHT Way**

Subleasing is the legal word for finding someone else to move in and pay the rent that you promised to pay. There are several steps to subleasing an apartment properly and legally.

1. Write the landlord to notify them that you wish to sublease. You have the obligation to find a sublessee (legal term for substitute tenant).
2. A landlord must approve of the sublessee before they can move in. The landlord can require them to pay an application fee and pass both a criminal and credit check.
3. If the new tenant is credit worthy, the landlord should approve the substitution and charge you a subleasing fee for the hassle of filling out new paperwork.
4. As a sublessor (legal term for a person subleasing their apartment), you remain liable for the apartment and all rent to the landlord. If the sublessee moves out early or fails to pay rent on time, the landlord can pursue you for the money. It is a good idea to exchange permanent home addresses and phone numbers with a sublessee.
5. Give the landlord your new address so that you might be notified if something goes wrong.

**Buy stamps!**

**Emailing is NOT written notice.**

The only form of written notice recognized in Texas courts is a stamped letter that was mailed using the postal service. You must give the landlord written notice (not email) of any problems, repair requests, move out notice, and your forwarding address.

Not sure how to write a letter or what to say? Use the forms on page 30-31 to help you make a repair request, give move out notice, and update your address before moving.
Levels of Crimes & Punishments

- Traffic Offenses — ordinary traffic tickets are punishable only by fine and possible suspension of your driving privileges. Fines do not exceed $550 and a conviction often causes you to incur higher car insurance rates. Traffic tickets are not part of a criminal record. Examples: speeding, fail to maintain financial responsibility (no insurance), failure to signal lane change, disobeying traffic signs.

- Misdemeanors — There are three levels of misdemeanor charges and each level grows more serious and incurs a higher level of punishment.
  - Class C — punishable by fine up to $500, can result in an arrest, a conviction is not expungeable. Examples: public intoxication, minor in consumption, theft < $50, possession of drug paraphernalia.
  - Class B — punishable by fine up to $2000 and six months in jail. Class B charges always result in an arrest and creation of a public criminal record. Examples: DWI, theft < $500, possession of marijuana < 2oz, indecent exposure, harassment
  - Class A — punishable by fine up to $4000 and one year in jail. Class A charges always result in an arrest and creation of a public criminal record. Examples: DWI 2nd, possession of fake ID, possession of marijuana > 2oz, assault causing bodily injury, resisting arrest

- Felonies — These are the highest level of offenses and each is punishable by serving time in a state prison and a significant fine. All felonies result in an arrest and creation of a public criminal record.

Traffic Tickets: An Easy Path to Dismissal

Texas laws make it fairly easy to have a traffic ticket dismissed, without the time and expense of requesting a trial. All licensed Texas drivers are eligible to have a ticket dismissed every 12 months by simply paying a fine and taking a defensive driving class. Thanks to modern technology, you can complete the defensive driving class online for as little as $50. All tickets are eligible except for offenses committed in active school zones, speeding more than 25 mph above posted limit, or in construction zones. Additional tickets may be eligible for deferred disposition.

MYTH: Setting a traffic ticket for trial will result in a dismissal if the officer doesn’t show up.
Marijuana: It’s NOT legal in Texas!
(not even in Austin)

What’s the law in Texas?
It is ILLEGAL to possess of any amount of marijuana, any THC infused product like an edible, or any item used to grow, grind, or consume marijuana.

Does anyone really get in trouble for having a little pot?
YES!!! Texas makes a weed arrest every 10 minutes. Texas arrested over 75,000 people in 2010 for simple pot possession. 40% of those arrests were for people under the age of 21.

How severe are the marijuana laws in Texas?
- Less than 4 oz = Misdemeanor
- More than 4 oz = Felony
- Possession of grow equipment = FELONY

What counts as drug paraphernalia?
The list of items that could be considered drug paraphernalia is endless and always growing. Common examples include pipes with resin, rolling papers, anything used as roach clips, empty bags with weed residue, ashtrays with stems, and grinders. Paraphernalia is a Class C criminal offense.

What’s the difference between state laws and federal laws?
The federal government deems marijuana as having no medical use whatsoever. Many states disagree with the federal government and have changed their laws to lower the punishment range for marijuana. Some states, notably Colorado and Washington, have completely legalized marijuana for recreational use by adults age 21 and over. This has created a direct conflict between the federal Drug Enforcement Agency and state police forces. Visitors to and from Colorado and Washington face increased attention from police forces.

How badly could an arrest or ticket harm my future?
A conviction for drug possession will put a permanent stain on your public criminal record. Receiving a ticket for drug paraphernalia may also show up on your public criminal record. A conviction will prevent you from receiving federal and state student financial aid. (Say goodbye to college tuition and your degree plans.) Drug convictions can also lead to deportation for non-citizens and denial of immigration visa applications for workers. It can prevent you from possessing a gun, adopting a child, receiving food stamps, and from becoming a member of certain professions.
Age-Based Alcohol Crimes

Crimes that can ONLY be committed by people who are under the age of 21

**MIP—Minor in Possession, Class C.** Anyone under 21 in a room where alcohol is freely accessible. This includes standing around a table with liquor bottles, even if you aren’t touching the booze and never intend to drink. If there isn’t a bartender or bouncer to check your ID, there’s a good chance that you’re in possession.

**MIC—Minor in Consumption, Class C.** Anyone under 21 who has tasted alcohol outside the presence of their parents. Even one sip is illegal.

**Misrepresentation of Age, Class C.** Lying about your age to purchase alcohol or get into in a location where you need to be 21 and over. It includes sneaking into bars that are 21 and over even if you are not drinking and do not intend to drink. This is NOT the same thing as having a fake ID.

**DUI—Driving Under the Influence, Class C.** Driving a car or boat with any amount of alcohol or intoxicant in your system if you’re under 21. This is not the same as Driving While Intoxicated.
Crimes ANYONE can commit, regardless of age

**Public Intoxication, Class C.** An officer finds you outside the walls of your home and believes that you have consumed so much of a mind-altering substance that you are a danger to yourself or others. This can range from alcohol to marijuana or other drugs. Anyone, regardless of age, can be considered publicly intoxicated by a police officer. No testing of any type is required to be performed by an officer before making an arrest.

**DWI—Driving While Intoxicated, Class B and up.** Operating a motor vehicle or boat without the use of normal physical or mental abilities. Officers will usually perform a series of field sobriety tests and/or breath or blood tests to determine if you have lost normal physical or mental ability. You have the right to refuse any or all tests.

**Fake ID, Class A.** Having a physical document like a driver license or fake birth certificate that indicates you are someone else or a different age. It is not necessary for you to be actually using the ID; it is a crime to simply possess such a document.
Can my criminal record be erased?
You may be eligible to expunge a criminal record if you were accused of a crime and the charges were completely dismissed without you having to serve probation. If you were convicted of a crime, or served probation, the only way to have the record removed is to be granted a pardon by the Governor of Texas. Chances of a pardon are slim.

How do I get an expunction for a criminal record?
You must file a request in the county where you were arrested/charged and ask permission from the court to erase any and all records related to the criminal accusation. You must prove that the arrest and/or charges did not result in a final conviction and that you did not serve probation. The costs will include a filing fee and notification costs to alert DPS and other agencies that you intend to erase the record.

Are there any alternatives to an expunction?
You may be eligible to receive an Order of Nondisclosure and have your criminal record sealed if you successfully completed probation but were not convicted of a crime.

What does it mean to have a record sealed?
An Order of Nondisclosure is the legal term for having a criminal record sealed. Sealing a criminal record from public view is not as complete or final as an expunction, but does prevent the general public from discovering that you were accused of a crime and served probation. A person who was arrested, charged with a crime and served probation without being convicted is not eligible to have the record expunged, but they may be eligible to have it sealed from public disclosure.

After expunction, is there still a chance someone could find out?
Yes. The internet exists and people's memories aren't erased. You can't force the friend you were arrested with to deny that it ever happened. There is always a chance someone will find out.

A company that has been notified of the expunction or nondisclosure but still refuses to remove the information can be held liable under the Texas Government Code. A company with 3 or more violations could have their access to DPS record cut off and can be subject to damages.
The laws affecting the LGBTQIA community continue to evolve and may very well have changed by the time this handbook has been published. This section seeks to answer basic questions about the legal rights and protections afforded to members of the community and same-sex couples in Texas.

Federal Law vs. State Law
The federal government no longer prohibits same sex couples from marrying and now recognizes any lawfully performed marriage in the United States. The Internal Revenue Service has also indicated that it will allow any same sex couple to jointly file taxes, regardless of whether or not the state they live in recognizes their marriage. The current Texas law limiting marriage is being challenged.

Does Texas recognize same sex marriages legally performed in other states?
Not yet. Texas courts do not currently recognize same sex marriages, even if lawfully performed in another state. This has led to legal predicaments such as preventing same sex couples from divorcing, receiving spousal support, or death benefits. Many attorneys anticipate the federal Supreme Court will soon render decisions in various cases that will answer the question of whether or not Texas must recognize out of state same sex marriages.

Discrimination
Texas law does not prohibit workplace discrimination, housing discrimination, or insurance discrimination based on sexual orientation or gender identity. However, many local municipalities including Austin, Dallas, and San Antonio have passed local ordinances prohibiting this type of discrimination.

Gender Reassignment
Texas laws do not prohibit a transsexual person from seeking gender reassignment. However, Texas does not recognize a sex change for purposes of marriage. Texas courts generally rely upon the sexual designation on a birth certificate to determine whether or not a marriage certificate may be issued.

Want More Info, Help or Advice?
Bobcat Equity Alliance — Progressive student organization that works to promote and achieve gay, lesbian, bisexual, and transgender (GLBT) equality, leadership and safe places. For more info contact bea.org@txstate.edu
LAMBDA — Social student organization created in order to provide a positive social and educational environment for Texas State’s homosexual, bisexual, transgender students and their straight allies. For more info contact lambda@txstate.edu
GLAAD — U.S. non-governmental media monitoring organization which promotes the image of LGBT people in the media. Visit their website @ http://www.glaad.org/
Family Laws

Marriage & Divorce
Who can get married in Texas?
State law currently prohibits same sex couples from marrying and defines marriage as between one man and one woman. A heterosexual couple wishing to marry must first apply for a marriage license in the county where they reside. After receiving a license, they are free to seek a marriage from any Justice of the Peace, state judge, or religious organization.

What is “no fault” divorce?
Texas has a “no fault” divorce law, which allows spouses to file for divorce without having to prove grounds (such as mental cruelty, adultery, abandonment, etc.). If you no longer wish to be married, you can file for a no fault divorce without stating a reason why.

Do I have to hire an attorney?
No. However, in most cases it is highly recommended. You may choose to do your own divorce if: 1) the divorce is uncontested, 2) there are no minor children of the marriage, 3) you do not own any real estate, and 4) you have agreed to a division of the personal property and debts.

Child Support
Who decides child support and visitation rights?
Parents are free to make any agreement they like regarding child support and visitation. If the families cannot agree on a schedule for support and/or visitation, either family may request that the court make a decision for them.

What if I have a child by a man who denies fathering the child?
You can file a paternity action and the court will order blood tests. If the court determines that the man is the father, the court will determine custody, visitation rights, and child support.

LOCAL RESOURCES & SUPPORT

Hays County District Attorney Victim Services
512-393-7617
Hays-Caldwell Women’s Center
512-396-4357 & 800-700-4292
Travis County District Attorney
512-854-9415
SafePlace of Austin
512-267-7233
Crisis Center of Comal County
830-620-7520
Texas Women’s Advocacy Project
800-777-3247

Spousal or Child Abuse
What if someone is abusive to me or my child?
Most importantly, protect yourself and your children by moving out of harm’s way to a friend’s house or possibly to a local shelter. Next, talk to an attorney about obtaining a protective order. You may also seek temporary custody of children to protect them.

How do I apply for a protective order?
Call the District Attorney’s office in the city where you are located. You will need to fill out an application. There is no charge for this. If you need help applying for a protective order in Hays or Caldwell county, you can also contact the Hays-Caldwell Women’s Center for free assistance and support at 512-396-4357. Travis County residents can contact SafePlace of Austin at 512-267-7233.
Adoptions

Who can adopt in Texas?
Chapter 162 of the Texas Family Code only permits adults over the age of 21 are eligible to adopt; married couples must petition together for an adoption. Same sex couples wishing to adopt in Texas must often utilize a second parent adoption.

What is a second parent adoption?
Same sex couples are not prohibited by Texas law from adopting a child but many local Texas courts will not grant an adoption to a homosexual couple. However, the same goal of adopting can be accomplished with a second parent adoption. This is a two step adoption process by which one parent adopts the child and, after that adoption is complete, the second parent files to adopt the same child without reducing the rights of the first parent. The end result is that the child has two parents but the couple incurred twice the cost of a standard adoption.

Can a mother give up a child anonymously?
Yes, Texas law allows a birth mother to relinquish her rights anonymously as long as she gives the child to a safe haven within 60 days of the birth. Hospitals, emergency medical service providers, and child welfare agencies are safe havens.

Does the birth father have to be notified about an adoption?
Yes. The birth father must be given notice, either personally or by publication, that the mother intends to relinquish custody of the child.

Name Changes

Can anyone change their name?
Yes, as long as the reason they are seeking a name change isn’t to avoid prosecution or commit a crime. Name changes as part of a marriage or divorce can be easily accomplished at the time of the marriage of divorce. Adults seeking a name change for themselves or a child must file a petition with the court and explain why they are seeking such a change.

Will a criminal conviction prohibit me from changing my name?
Not necessarily.

How long does it take to get a name change?
An adult wishing to change their name can likely gather the documents, file the paperwork, and have the change approved by a judge in as little as 30 days.

What items do I need to get my name changed?
You will need a certified copy of your birth certificate, a fingerprint card from Texas Dept. of Public Safety, a Petition for Name Change, an Order Granting the Name Change, and the court filing fee (estimate $250). Call our office to get free help preparing the Petition and Order.
Cars: Buying, Selling, & Insuring

Buying a Car?
1. Research the vehicle online using Kelley Blue Book or NADA automotive sites.
2. Get a Carfax report.
3. Take it for a test drive.
4. Have it inspected.
5. Exchange cashier’s check for the title. Get the title in your hand before driving away in your new car.
6. Purchase insurance.

Selling a Car?
1. Advertise the car as being sold AS-IS. This means that you are not selling the car with any warranties or representations that it works well or will keep running after it’s sold.
2. Do not let a potential buyer test drive the car alone.
3. Agree on a price. Use the agreement on page 34 to finalize the sale.
4. Get paid with a cashier’s check. Do NOT accept a personal check.
5. Sign the title over to the buyer. Make certain that you have your name removed from the title to avoid becoming liable for accidents the buyer might cause later on. Call and cancel any insurance policies that you had on the vehicle. Immediately fill out a Vehicle Transfer Notification with the Texas Department of Motor Vehicle.

Purchasing Auto Insurance?
Texas law requires all motorists to maintain liability insurance. There are four types of auto insurance.
1. Liability - Protects the driver or passenger of another vehicle from damages you caused them in a collision. Required by Texas law for all drivers.
2. Collision - Covers damages to your car resulting from a collision regardless of who is at fault; typically requires you to pay a deductible before receiving repairs.
3. Comprehensive - Covers damages to your car not caused by a collision such as hail damage, falling objects, theft, damage caused by animals, and natural disasters like floods or tornadoes.
4. Uninsured/Under-insured - Covers damages caused to your car by an uninsured or under-insured driver. Under-insured drivers are people who have minimum liability coverage (ex: $100,000) that is not enough to compensate you for your damage (ex: Car worth $35,000 was totaled and you were seriously injured with medical bills over $90,000. This creates a gap of $25,000.)

"Full Coverage" insurance generally refers to someone who has liability, collision, and comprehensive coverage policies.

Answers to all of your vehicle buying, selling, and registering questions can be found on the Texas Department of Motor Vehicles website.

txdmv.gov/motorists
What should I do if I’m involved in a car accident?
1. Call the police and report the accident so that you have proof of the date and time.
2. Exchange driver license and car insurance information. Do NOT leave the scene without looking at the other driver’s license and insurance card. If they cannot produce both, call the police and insist that someone be sent.
3. Take pictures of both vehicles, the license plates, the visible damage, and the roadway conditions.
4. Call both your insurance company and the other driver’s insurance company to report the collision.
5. Have your car taken to a licensed mechanic for a written estimate of repair as soon as possible.

What should I do if I am hit by an uninsured driver?
Texas laws require drivers to have insurance, but there is absolutely no way to force an uninsured driver to pay for your damages. For help pursuing a claim against an uninsured driver, please call the Attorney for Students.

Car Repairs
Always get an estimate for repairs in writing. Make certain that the estimate includes a detailed breakdown of parts required, price per part, estimated hours of labor, and price per hour of labor. The estimate should also include the contemplated date of completion.

Towing—What Are My Rights?
Police can order a car towed if it is parked in violation of a city ordinance. A private landowner or parking facility can order a car towed if one or more of the following conditions have been met:
• If one or more conspicuous signs state who may park in designated area, and prohibit others from parking there;
• If the owner or operator of the property has notified you to “move the vehicle or it will be towed;”
• If the vehicle is blocking an entrance, an exit, a fire lane, or an aisle of a parking facility.

If my car is wrongfully towed, what are my remedies and whom should I tell?
You can request a hearing at a Justice of the Peace court within 14 days of the tow occurring. If the court determines that probable cause existed for the tow, the owner of the vehicle must pay the costs of the towing and storage. Be sure to have photos of the location where you were parked when towed.
Credit Reports & Scores

What is a credit report?
A credit report is similar to a report card about debts you’ve created and how well you’ve paid those debts back. Accounts in bad standing hurt your ability to obtain a credit card, a loan, or rent an apartment.

What is a credit score?
It is a number between 250-900 that indicates to a creditor how well you pay back your debts. A higher score results in better loans and lower interest rates.

Where can I get free copies?
The federal government requires all three reporting companies to give you a free copy of your report every 12 months. You can download these free copies at annualcreditreport.com.

How long are items on a report?
Any account, good or bad, will be removed from your report after 7 years of inactivity.

What if I can’t pay a bill?
If you are having trouble paying a bill, contact the creditor before the account becomes delinquent. The creditor may be willing to accept smaller payments, at least on a temporary basis.

What happens if I never pay?
A creditor will usually try to collect payment for a short period of time and then sell the debt to a debt collection agency. This removes the debt from the creditor’s accounts and assigns all right to payment to the debt collection company. You will then start getting calls and letters from the debt collector.

Bad Debts & Debt Collectors

What can a debt collector do to me?
Unless the debt is related to child support, income taxes, or student loans, there is very little a credit collector can do except blemish your credit report for seven years. A blemished credit report will make it very hard for you to do things like rent an apartment, purchase a car, open another checking account, or obtain a credit card.

Does it help my credit score to make payments to debt collectors?
Not usually. Once a debt has been sold to a collector and reported as a delinquent account, your credit report has already been negatively affected. Making payments on an old debt does not make the debt current or in good standing, but instead renews the 7 year timeline. A good rule of thumb is that you either pay the debt off all at once or don’t pay it at all.

What laws protect me from illegal debt collection practices?
Two laws protect you from unscrupulous bill collectors — the Federal Fair Debt Collection Practices Act and the Texas Debt Collection Act.

How can I stop a collection agency from contacting me?
Write a letter telling them to stop. Send the letter using certified mail, with a return receipt requested, and keep a copy of the letter. Upon receipt of the letter, the collector or creditor cannot contact you any further except to say that they will not contact you again or to inform you of a specific action, such as the filing of a lawsuit against you. Use the letter on page 35 to stop collection calls.
Identity Theft

How can I avoid identity theft?
- Secure your belongings at all times.;
- Do not give bank account or other personal information to an unknown person who contacts you.;
- Do not use a mailbox that cannot be locked. If your home/apartment does not have a locking mailbox, rent a post office box instead.;
- Do not use your birth date or other easily deciphered codes as passwords.;
- Do not have driver's license, birth date, or social security info pre-printed on your personal checks.;
- Shred all documents containing personal information.; and
- Obtain copies of your credit reports at least once a year.

What should I do if I am a victim of identity theft?
1. Immediately contact the three major credit reporting bureaus (Experian, Equifax, and Transunion) to notify them of the situation, and ask that they place "fraud alerts" on your accounts. You should also order copies of your credit reports to assess whatever damage has occurred.
2. Contact the financial institutions affected by the fraud and notify them of the situation. You should fully cooperate with any investigation they may conduct into the matter.
4. Contact your local police department to file a report.

Internet/Online Purchases

What can I do to minimize risk when ordering by mail or over the web?
- Check products, prices, shipping & handling, and return charges;
- Order the merchandise four weeks before you want it. Determine whether an order made after a certain date will be shipped later than you might desire.;
- It is best to pay by credit card, as you may be able to challenge the charge if something goes wrong.;
- Keep a record of your orders — make copies of order forms and print copies of online receipts.

Are there other remedies available to me?
Yes. File a complaint with the Post Office.

Credit Card Disputes

Am I liable if my credit card is stolen?
You are liable for a maximum of $50 if the card is stolen, and then only if the unauthorized use occurs before you notified the issuer of the theft/loss. You must be diligent in notifying the company about a stolen or lost card.

What is a debit card?
Debit cards are issued by banks and may be used to withdraw funds from an Automated Teller Machine (ATM) or to make purchases from stores or vendors who accept major credit cards. Debit cards are riskier than credit cards because a consumer does not have the option of withholding payment on charges which they suspect are the result of theft, fraud, or error, nor is liability limited to $50.
What does “at will employment” mean?
Texas is an “at will” state which means that an employee can be fired at any time for good cause, for bad cause or no cause at all. However, you cannot be fired for having a disability or a protected status covered by the Civil Rights Act (Title VII), the Americans with Disabilities Act, or the Age Discrimination Employment Act. These laws state that you cannot be fired simply because of your race, color, religion, national origin, gender, disability, or age if you are 40 or older.

What is typically in an employment contract?
- The amount that you will be paid;
- Details of your work assignment;
- How long you will be employed;
- Any special circumstances or benefits.

What if I receive an offer of employment in writing and then it is withdrawn months later after I have rejected other offers? Can I successfully sue the company for depriving me of other opportunities?
Since Texas is an employment-at-will state and as you could hypothetically be fired at any time, the company is probably not liable for any damages or lost opportunities you suffer. But, if you can prove that the rejection is based upon an illegal reason, then you may be able to successfully collect damages. If the employment offer states or implies a term to the employment period (i.e. annual or monthly salary), you may at least be able to receive a salary for that time period.

What if a company does not pay me for my work?
File a complaint with the Texas Workforce Commission under the Texas Payday Act.

When can a company not terminate an employee?
You cannot be lawfully terminated:
- when a written employment contract stipulates a time period that you will be employed.
- as retaliation for filing a worker's compensation claim.
- when an employee serves on a jury.
- when an employee refuses to participate in an employer ordered criminal act..
- when an employee is deployed to active duty in the armed services and requests protection under the Service Members Civil Relief Act (SMCRA).
Workplace Harassment

When can an employer be held liable for harassment?
The most well-publicized form of harassment in the workplace is sexual harassment, which is a type of sexual discrimination. There are three types of sexual harassment now recognized as creating liability for a business.
1. “Quid pro quo,” or being forced to have sex with a superior in order to keep your job or to get a promotion, etc.
2. Hostile environment from a supervisor or higher-ranking person.
3. Hostile environment from a co-worker or visitor to the company.

Is sexual harassment the only forbidden workplace harassment?
No. Recent court decisions have expanded hostile environment claims to all of the protected classes, including race, color, religion, nationality, gender, age, or disability.

Does Title VII cover same sex harassment?
Yes. The Civil Rights Act (known as Title VII) protects employees from discrimination based on their race, color, religion, national origin, gender, disability, or age if you are 40 or older. Courts have ruled that there is liability even if the victim is the same gender as the harasser. However, sexuality is not usually considered a protected status.

What is the legal definition of “harassment”?
The fact that different people are offended by different actions makes a set definition impossible. However, the guidelines offered by the courts and the EEOC state that the act(s) of the perpetrator must be: severely offensive; or, moderate acts that are frequently repeated and not consensual. In order to be actionable, the actions must also be repugnant to a reasonable person. Therefore, occasional sexual jokes, some casual touching, or asking someone in the workplace for a date on several instances are generally not considered Title VII violations.

How do I report workplace harassment?
Follow the procedures outlined in your employee manual or contract (if you received one). In addition, file a complaint with the Texas Workforce Commission’s Civil Rights Division or National Office of Civil Rights.
Disability Law

How is “disability” defined under the ADA?
The Americans with Disabilities Act (ADA) defines this term broadly. It is:
- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such impairment.

What is a reasonable accommodation in the workplace?
This can vary from case to case, but generally if the accommodation sought is not a great economic burden to the business, then it can be required. The disabled person cannot choose which accommodation he/she prefers as long as the accommodation provided effectively eliminates the barrier.

Can an employer ask me about my disability in a job interview?
No, not unless you bring it up.

Are all employers required to comply with the ADA?
No, the ADA only applies to business and religious entities with 15 or more employees.

Where do I file a discrimination claim against an employer?
You can file a complaint with any U.S. Equal Employment Opportunity Commission field office. To find the location nearest you, call (800) 669-4000 or search at www.eeoc.gov.

Housing Accommodations
Can a landlord discriminate against me for having a disability?
Probably not. The Fair Housing Act prohibits housing discrimination on the basis of race, color, religion, sex, disability, familial status, and national origin.

My landlord says it has a “no pets” policy; can I still bring my service animal?
YES. A landlord covered by the Fair Housing Act is required to offer you reasonable accommodations including allowing trained service animals or emotional support animals. The landlord can request that you provide documentation of your disability.

Need Accommodation for a Disability?
- Americans with Disabilities Act: www.ada.gov
- Texas Dept. of Aging & Disability Services: www.dads.state.tx.us
- Texas State University Office of Disability Services: www.ods.txstate.edu
How do I file for Dependency & Indemnity Compensation (DIC) benefits?
Submit Form 21-534 with a copy of your marriage license to the nearest VA Regional Office. The form and instructions can be found on the Department of Veteran Affairs’ website at: http://www.vba.va.gov/pubs/forms/vba-21-534-are.pdf

Does it matter when I file?
If you file within one year of death, the benefits will be paid from date of death. You can file any time after that, but the benefits will only be paid from the date of filing.

What if I’ve applied for Social Security benefits?
Filing for Social Security benefits is also a claim for VA and DIC benefits (if the SS claim was filed by the surviving spouse).

Where can I get more information?
List of Regional Veteran Affairs Offices - www.vba.va.gov/VBA/benefits/offices.asp
Information about pension & benefits - www.vba.va.gov/bln/21/index.htm
Information for survivors of veterans - www.vba.va.gov/survivors/index.htm
Resources and support for widows - americanwidowproject.org/

Find Help On Campus

Veterans Alliance of Texas State (VATS) - Chartered student service organization; holds monthly meetings. For more info, contact veteransalliance@txstate.edu

VATS Cave - Lounge open to all veteran students; stop and hang out between classes, meet other vets, play a game or watch TV. Located in the LBJ Student Center RM 4-13.3

Tutor Corps - Student veterans tutoring student veterans. To participate in this program, contact mcw63@txstate.edu
DIY Forms

1. Inventory & Condition Form—pg. 29
Use this form to make a record of any preexisting damages or problems in your apartment. Turn it into the landlord within 24 hours. Keep a copy!

2. Request for Repair to Landlord—pg. 30
Use this form to request a repair from your landlord. You must mail this letter using the postal service; it is NOT sufficient to email or hand-deliver this letter. Texas law requires you to mail all repair requests (p.###). Keep a copy!

3. Move Out Notice & Forwarding Address to Landlord—pg. 31
You must give your landlord at least 30 days notice that you will moving out and provide them an address where they can mail you in the future. Many leases require 60 or 90 days notice: read your lease to determine how much notice is necessary. You can give them your parents permanent address if you do not know where you will be moving. Keep a copy!

4. Renting Together Agreement—pg. 32
It is a great idea for roommates to agree on a set of rules for living together. This form covers the most basic issues of bill paying, sharing personal items, and inviting over guests. Everyone needs a copy!

5. Bill of Sale for Vehicle Purchase—pg. 34
Use this form whenever you sell or purchase a vehicle from another individual in Texas. Be sure to list the true sale price.

6. Cease & Desist Letter to Credit Collector—pg. 35
Use this letter to tell a debt collector to stop contacting you.

7. Demand Letter to Business—pg. 36
If you have received unsatisfactory service from a business, you can follow this letter template to notify the owner and local manager of your complaint. Keep a copy!

Spend $6.50 to PROVE your letter was sent and received
Certified Mail — Costs about $3.50; proves both that you sent the letter and what day you sent it.
Return Receipt Requested — Costs about $3.00; proves both that the letter was received and what day it was delivered.
# Inventory & Condition Form

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<thead>
<tr>
<th>Unit No.</th>
<th>Move In Date</th>
<th>Move Out Date</th>
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<td>MOVE IN</td>
<td>MOVE OUT</td>
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</table>

**Kitchen**
- Cabinets
- Countertops
- Stove
- Refrigerator
- Oven/Range
  - Drip pans?
- Microwave
- Dishwasher
- Sink
- Lights

**Living Room**
- Floors
- Walls
- Windows (Screens?)
- Door
- Lights

**Dining Room**
- Floors
- Walls
- Windows
- Lights

**Bathroom**
- Sink
- Cabinet
- Countertop
- Toilet
- Shower
- Tub
- Door
- Lights

**Bedroom**
- Floors
- Walls
- Windows
- Door
- Lights

**Patio/Balcony**
- Floors
- Walls
- Railings
- Door
REQUEST FOR REPAIR

Date: _________________________________

ATTENTION: _________________________________

To Whom It May Concern:

I, __________________________________________, am a tenant living at _________________________________

____________________________

Please make the following repair(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I believe these condition(s) constitute a threat to my health and/or safety and I would like them re-
paired or remedied within 7 days of receiving this request.

Should you fail to comply with this request, I will exercise my rights under Chapter 92, Subchapter B of
the Texas Property Code and I will terminate my lease and move, pursue judicial remedies, and/or exer-
cise the right to repair and deduct.

Sincerely,

________________________________________
Signature

________________________________________
Printed Name

Sent via Certified Mail #: __________________________, Return Receipt Requested
MOVE OUT NOTICE & FORWARDING ADDRESS

Date: ________________________________

ATTENTION: ________________________________

_____________________________________

_____________________________________

To Whom It May Concern:

I, ________________________________, am a tenant living in Apartment No. _______ which is located at ________________________________ (address).

This letter is official notice that I will be vacating my apartment on ________________________.

Please return any security deposit or itemized deductions to the following address:

_____________________________________

_____________________________________

Sincerely,

_____________________________________

Signature

_____________________________________

Printed Name
Roommate Renting Together Agreement (Page 1/2)

Names of Roommates bound by this contract:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Term of Lease
This agreement begins _____________(Mon/Day/Year) and ends _____________(Mon/Day/Year).

Location of Apartment/House
Street:__________________________
City:___________________________ State:______________ Zip:________

Type of Lease (check one)
_____Joint Lease: All roommates are equally liable to the landlord for the entire rent amount. Each roommate agrees to pay _____________(dollar amount or percentage) towards the full amount due.

OR

_____Individual Lease: Each roommate is responsible to the landlord for their individual room rent.

Security Deposit (if joint lease)
We have paid the $____________security deposit in equal shares of $___________.
Each roommate will receive his/her portion from _____________________________at the end of tenancy. Each roommate is responsible for their share of the charges associated with damages.

Payment of Bills (check each applicable bill)
FOR ALL BILLS: Payment for each share must be paid to the person responsible for paying the total bill on or before the _________(date) of each month. Any late fee incurred will be paid by the roommate(s) who paid their share late or the roommate who did not pay the entire bill on time.

_____Water. Any deposit for the water bill will be paid by ___________________________; this person is also entitled to a refund of the deposit at the end of the lease. All roommates agree to split the water bill equally. The total bill will be paid each month by ____________________.

_____Electricity  Any deposit for the electricity bill will be paid by ______________________ ; this person is also entitled to a refund of the deposit at the end of the lease. All roommates agree to split the electricity bill equally. The total bill will be paid each month by ________________.

_____Gas  Any deposit for the gas bill will be paid by ____________________________; this person is also entitled to a refund of the deposit at the end of the lease. All roommates agree to split the gas bill equally. The total bill will be paid each month by ________________________.
Guests
No guest may stay over more than _____ consecutive nights without prior approval from all roommates. No guest may stay more nights than the lease allows.
No roommate will invite more than _____ (number) of guests at any time without prior approval from all roommates. No gathering in violation of the lease is allowed.

Damages Caused By Roommates and/or Their Guests
Each roommate agrees to reimburse the other roommates for damages and/or fines caused by themselves and/or their guests.

Kitchen Use and Clean-Up
Each roommate agrees to do his/her own dishes and empty the trash as needed. A schedule of kitchen clean up may be attached which should include cleaning the refrigerator, oven and mopping the floors. 

AND

_____ All roommates shall share food expenses evenly. Preparation of meals shall be determined by an attached schedule, which can be flexible.

OR

_____ Food is to be bought by each roommate. There is to be no borrowing of food without prior approval. A separate space will be provided for each person(s) groceries.

Pets
If pets are permitted under the lease, each pet owner shall be responsible for all damages and/or fines caused by his/her pet. This includes damage to furniture, carpeting, and doors. All residents must agree to have a pet in the unit.

Additional terms and agreements:
In addition to the items mentioned above, the following items have been known to cause conflict between roommates. If you foresee these as a problem, write out any additional agreements and attach .

_____ Use of tobacco, alcohol and drugs
_____ Giving keys to non-tenants
_____ Clean Up after parties
_____ Quiet hours for studying and sleeping

_____ Behavior of guests
_____ Overnight guests
_____ Compliance with apartment rules
_____ Use of electronics, games, and DVDs

Signature: ___________________________  Signature: ___________________________
Date: _______________________________  Date: _______________________________

Signature: ___________________________  Signature: ___________________________
Date: _______________________________  Date: _______________________________
Bill of Sale for a Motor Vehicle

State of ________________§

County of ________________§

This is to certify that on the______ (day) of __________ (month), ______(year),

_____________________________ (Seller’s full name) did sell the following
described vehicle:

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<th>LICENSE PLATE #</th>
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to _______________________________(Purchaser’s full name) for the purchase price of $_____________________ (full purchase price).

Seller’s Signature:
________________________________________

Date:
________________________________________

Purchaser’s Signature:
________________________________________

Date:
________________________________________
Cease & Desist Letter to Debt Collector

Retype the following letter, fill in the information relevant to your situation, sign your name where indicated, make a copy of the signed letter for your records, and mail the original letter to the debt collector.

---

Date

ABC Collections
123 NotOnYourLife Ave
San Marcos, TX, 78666

Re: Acct # XXXX-XXXX-XXXX-XXXX

To Whom It May Concern:
I am continually being called on the telephone by your firm over an alleged $_______ debt.

Pursuant to my rights under federal debt collection laws, I am requesting that you cease and desist communication with me, as well as my family and friends, in relation to this and all other alleged debts you claim I owe.

You are hereby notified that if you do not comply with this request, I will immediately file a complaint with the Federal Trade Commission and the Texas Attorney General’s office. Civil and criminal claims will be pursued.

Sincerely,

(Your signature goes in this blank space)

Your Name
Your Mailing Address
City, State, Zip

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
Demand Letter to Business

Retype this letter, following the format and instructions below, to request compensation for bad service or products from a business.

Date

Person or Business’s Name
Address
City, State, Zip

RE: Briefly describe subject of letter (Ex: Refund of Repair Fees)

To Whom It May Concern;

Please direct this letter to the person or persons with authority to resolve the following matter.

Briefly describe facts of situation. It is best to be specific about dates and prices, if you know them. Include copies of any contracts or agreements and payments that were made.
Example: On April 1, 2012 I brought my PlayStation to Super Electronics for repair. The unit would not power on. I signed an agreement authorizing you to fix my game system and paid $150. (Attached is a copy of the agreement and my receipt.) The agreement said my system would be ready for pickup in 3 days. It was not ready until May 5, which was 31 days longer than promised. After picking up my item, I immediately discovered it still will not turn on.

Make a specific demand. Ask them to fix something, pay for something, refund money, or take other actions to solve the problem. Give them a deadline to fix the problem and remind them that you can seek legal action if they fail to respond.
Example: I would like a full refund of my $150. Super Electronics did not fix my PlayStation as agreed. It was not ready within 3 days and it still does not turn on. I did not receive the benefit of my bargain. Please send me a check or money order for $150 to the address below within 30 days of receipt of this letter. If I do not hear from your company within 30 days, I will seek all available legal remedies including filing suit in court.

Sincerely,

(Your signature goes in this blank space)

Your Name
Your Mailing Address
City, State, Zip

SENT USING CERTIFIED MAIL, RETURN RECEIPT REQUESTED