

*ON YOUR
OWN*

*A GUIDE
TO YOUR
LEGAL RIGHTS AND
RESPONSIBILITIES
AS AN ADULT*

*Prepared as a
public service by*



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Table of Contents

3	Drinking	29	Health and Exercise Clubs
5	Buying a Vehicle		
8	Maintaining a Vehicle	30	Identity Theft
10	Finding Work	32	Consumer Complaints
11	Marriage	35	When to See a Lawyer
16	Apartments or Houses	36	Voting
20	Purchasing Power	38	Acknowledgements
24	Credit Ratings and Credit Reports	39	Helpful Websites

Foreword

This booklet covers a few areas of the law that a person about to set out on his or her own, perhaps someone like you, often wants to and should know about. For instance, have you ever wondered what you should do if you have a car accident? Or what are your responsibilities and rights as a tenant? Or what your rights are if you are arrested? Or what you should look for in buying a car? Or what your legal obligations are if you get married? *On Your Own* gives you some answers. We know we cannot answer all the questions, but we hope we've answered the important ones. After reading *On Your Own*, if you think there are other topics that should have been covered, or other things that should have been emphasized, please let us know. We would like your opinion.

Because laws may and do change, this booklet is intended for general infor-

mational purposes only. It does not attempt to provide legal advice. Legal advice should come only from an attorney of your choice who can take into account all of the factors relevant to your particular situation.

The rights explained in this booklet are your legal rights. Just knowing your rights is not enough – using your rights with common sense will help you get along even better. There is also a lot of practical advice in books and magazines out there that when combined with a knowledge of your rights will take you even further. We know we cannot cover it all, but we hope we've given you a solid start.

Sit back and read. We hope you enjoy *On Your Own* and find it useful. Please note that this publication is available electronically at www.ksbar.org.



Drinking

As you probably already know, you must be 21 or older in order to purchase, possess or consume alcohol. It is a misdemeanor for a person under 21 who drinks, possesses or attempts to obtain or possess alcohol. If you're over 18 but less than 21, the minimum fine is \$200 and a class C misdemeanor. If you're under 18, you can be fined between \$200 and \$500. In addition, the court may order you to complete 40 hours of community service, as well as a program on the effects of alcohol and substance abuse.

It is a misdemeanor for anyone younger than 21 to use a fake driver's license to purchase alcohol. If you use a fake driver's license or other identification to obtain liquor, you are subject to a fine of at least \$200 and 100 hours of community service. In addition, the court may order you to complete an approved alcohol or drug education program.

If you get caught drinking alcohol when you are under 21, you are also jeopardizing those who helped you get the alcohol. Anyone who furnishes alcohol to an underage person is subject to a minimum fine of \$200. Anyone who lends a driver's license to an underage person for use in buying alcohol is subject to a jail term of up to one year, a fine of \$2,500, or both. Underage persons who purchase alcoholic beverages from licensed outlets are also jeopardizing the owner's livelihood. Any licensed outlet that sells alcoholic beverages to an underage person could have its license revoked or suspended and could also face criminal charges.

Even if you're 21 and it's legal for you to drink, it's a crime in Kansas if you have a party at your place and underage people are drinking beer or alcohol. The minimum fine is \$1,000. The judge could also order you to perform community service at an alcohol treatment facility.

Drinking and Driving

The legal age to drink is 21. It is against the law to drink and drive with an alcohol concentration of 0.08 or more, or you had enough to impair your ability to safely operate a vehicle. If you're under 21 and test more than 0.02 and less than 0.08, the consequences include suspension of driving privileges for at least 30 days on the first occurrence and suspension of driving privileges for one year on a second occurrence. If you test 0.08 or greater, your license will be suspended for one year and any actions taken against your driving privileges may be considered by an insurance company in determining rates for liability insurance or whether to cancel the policy.

If you are arrested for driving under the influence, your rights are somewhat different from those you may exercise when arrested on other charges.

The law enforcement officer will likely ask you to take a blood, breath or urine test, or a combination of these tests, to determine your blood-alcohol content. Under Kansas law, a person is deemed to have given consent to breath or saliva test, or both by operating or attempting to operate a vehicle. A law enforcement officer may ask you to submit to these types of tests if he or she has a reasonable suspicion to believe you have been operating or attempting to operate a vehicle while under the influence of alcohol. If you refuse to submit to the tests it becomes a traffic violation and you will lose all your driving privileges for at least one year and may be charged with a separate crime of refusing to submit to a test to determine the presence of alcohol. Some of the penalties for not submitting to a field test can be greater or equal to the criminal penalties for driving under the influence if you have previously refused a test prior to July 1, 2001, and you were 18 or older, and if you have a prior DUI. You do not have the right under these circumstances to talk to an attorney before you decide whether to take the test requested by the officer. However, the officer must inform you of this and must inform you that refusal to take the test is a traffic violation and that further testing may be required after the field test. After the test is performed, you are entitled to call and speak with your attorney.

You still have the right to remain silent at all times. You do not have to answer any questions. You do not have to perform any "field sobriety tests," such as saying the alphabet or walking heel-to-toe, but there can be consequences if you do refuse.

If you do take and successfully complete the test requested by the officer, you have the right to know the results of the test. You may also obtain an independent test from a medical care facility or a doctor if you request it, but you must pay for it.

Prosecutors are not permitted to plea bargain DUI charges in Kansas but may give you the option of "diversion" if it's your first offense. "Diversion" means that if you agree not to drink and drive drunk again during a certain period of time – usually

one year – pay certain fees, and comply with other requirements, the prosecutor will dismiss the charge.

A first conviction results in a mandatory minimum jail term of 48 hours or public service of 100 hours, plus a fine of at least \$500. A second conviction requires a jail term of five days (which may be served in a work-release program after serving 48 consecutive hours in jail) and a fine of at least \$1,000. A third conviction requires a minimum jail time of 90 days (and up to one year) and a fine of up to \$2,500. Driving privileges will be suspended for 30 days for the first occurrence and for one year for the second or subsequent occurrences, unless your alcohol concentration is 0.15 or greater, then the suspension will start at one year.

Boating under the influence (BUI) is also a crime.

It is also illegal to have an open container in the passenger area of your vehicle. An open container means the original seal or cap has been broken. It is legal to carry an open container in your vehicle's locked rear trunk. If you violate the open container law, you are subject to a fine of up to \$200 or a jail term of up to six months, or both.



Buying a Vehicle

What type of vehicle do you want? Need? Can afford?

Be sure to research your choices by reviewing magazines, such as Consumer Reports for evaluations.

Shop around

Compare prices among two or more dealers. Remember, the sticker price you see on the window of the vehicle is only the manufacturer's suggested retail price.

You do not have to pay that much. Car dealers expect you to bargain with them! Magazines (such as Consumer Reports) and several online websites can tell you approximately what dealers pay for each make and model of vehicle. This will show you how much room you have to bargain.

Compare warranties. Most new vehicles come with at least a 12-month or 12,000-mile warranty, but some have three-year or 50,000-mile warranties. Others offer virtually free maintenance for the first several years. Some dealers offer service or maintenance agreements for an additional charge. Before you decide whether to purchase such protection, be sure to ask which repairs are covered. These differences are important – maintenance and repair costs can be significant over time.

Consider financing options

Car dealers offer special low-interest financing on occasion, which can be a much cheaper way to finance the vehicle than what you can get from a bank or credit union. Compare interest rates before you decide where to borrow. The cost of your financing may have a big impact on your ability to make your vehicle payments. Small differences in interest rates add up to a lot of money over time.

Buy only the options you want

Dealers can certainly put extras such as an interior protection package, anti-theft devices and rust proofing on vehicles, but they must also tell you the vehicle is available without all the extras. You can usually buy these same items from auto parts or auto specialty stores for much less than what the dealer will charge you.

Dealing with new vehicle problems

A problem with your new vehicle can be one of the most distressing consumer problems you are likely to experience. Do not despair! For new vehicle buyers in Kansas, “Lemon Law” can result in a refund or new vehicle if the following conditions are met:

- You notify the dealer or manufacturer about the problem;
- Your dealer, after a reasonable number of attempts, cannot repair the problem, and it substantially impairs the use of your vehicle;
- You did not abuse or neglect your vehicle or make unauthorized changes that caused the problem; and
- You at least tried to resolve your complaint through the manufacturer’s dispute settlement procedure (if one is available).

Even if your written warranty has run out, you still may have rights under the Kansas Implied Warranty Law. Talk to the dealer and try to work things out. Your

problem may be quickly resolved. For further advice on what to do with a possible new vehicle “lemon,” take a look at car buying tips at the Kansas Attorney General’s website at http://www.bitly.com/ks_ag_lemonlaw.

Do not get abused when you buy used!

A used vehicle can offer great deals, but it can also be the biggest headache in the world. You never really know what you are getting – how the vehicle was driven, maintained, or where it was kept. But with a little checking – and using your rights under Kansas law – you can eliminate a lot of the unknowns about a used vehicle you are thinking of buying. Consider having the car checked out by your mechanic prior to purchasing the vehicle.

There are three basic things to ask about when you buy a used vehicle from a used-car dealer: the vehicle’s past, its safety, and its mileage. You should obtain the following information about a vehicle:

- The vehicle’s make, model, year, and vehicle identification number;
- The name and address of the previous owner to contact to verify information given to you by the dealer;
- How the vehicle was used by the previous owner: personal? police vehicle? taxi? rental vehicle?
- Any mechanical defect the dealer knows about;
- A description of any damage that has occurred to the vehicle such as fire, water, or substantial collision damage that the dealer knows about; and
- Whether the vehicle is still covered by the manufacturer’s warranty. Implied warranties continue to cover the vehicle and can’t be sold “as is” unless specific defects are disclosed and the vehicle is bought with the knowledge of these defects.

Finally, you have the right to know the vehicle’s true mileage. You have this right whether you buy the vehicle from a used-car dealer or an individual. The mileage a vehicle has been driven is a good indication of its relative value and safety. Although there are criminal and civil penalties for tampering with odometers, you should be aware of the risk of purchasing a used vehicle with a false odometer reading. To protect your rights, verify the reading by contacting the prior owners of the vehicle you are considering buying. For more information on used vehicles, access the Kansas Attorney General’s website at http://www.bitly.com/ks_ag_staysafecarpurchase.



Maintaining a Vehicle

When you need repairs

If you need repairs, first check your vehicle's warranty or service agreement to see if they are covered and how to proceed. If not, be sure to ask your repair shop about its hourly labor charge. You may want to request a written estimate in advance and compare estimates from more than one repair shop. When you leave your vehicle for repairs, leave a note with the mechanic stating the most you want to pay for repairs, and instructing that you must give your permission before repairs are made that cost more. You should ask to inspect all replaced parts and find out whether replacement parts are new, used, or reconditioned.

Vehicle Accidents

If you are involved in an accident, whether it is your fault, you must stop immediately as close as possible to the scene without obstructing traffic any more than necessary. If you hit and damage an unoccupied vehicle or roadside property, you must either locate and notify the owner or operator or leave a note in a conspicuous place giving your name, address, and the registration number of the vehicle you were driving. No matter how minor the damage might appear, you must notify the nearest police station without unnecessary delay. However, if it appears the damage will cost \$1,000 or more to repair, you must notify police immediately by the quickest means of communication.

If someone is injured, or if the other vehicle is occupied, you must provide your name, address, and vehicle registration number and upon request you must show your driver's license, the name of your insurance company, and your policy number. You must also provide reasonable help to anyone injured, even if it means

taking the person to a doctor or hospital or arranging for an ambulance.

You should get names of people who may have seen the accident. Do not comment on the accident or blame yourself or others, even if you may think you know who is at fault. Answer the questions asked by the police and assist them if possible and be sure to inform your insurance company as soon as you can.

If you leave the scene of an accident involving serious injury or death before you do what is required, it is a felony subject to imprisonment and/or a fine.

Vehicle Insurance

Kansas requires you to have automobile liability insurance. The law requires that the policy provides coverage for each vehicle of not less than \$25,000 because of bodily injury to or death of one person in any one accident, a limit of not less than \$50,000 because of bodily injury to or death of two or more persons in any one accident, and a limit of not less than \$10,000 because of harm to or destruction of property of others in any one accident. The law requires that any person operating a motor vehicle upon a highway or upon property open to use by the public have evidence of insurance available for display upon demand to a law enforcement officer.

If you cannot provide proof of insurance, you could face up to six months in jail and a fine of \$300. On a second offense within three years, you can be fined \$800 and be sentenced to up to one year in jail. Your license is also subject to suspension for driving without proof of insurance.

Speed

Speed limits are those posted on traffic signs. If no limit is posted, the maximum speeds are 30 mph in urban districts, 75 mph on separated, multi-lane highways, 65 mph on other highways, and 55 mph on country or township roads. Regardless of the posted speed limit, you must always obey this basic rule: You may drive only as fast as is “reasonable and prudent” under the existing conditions. During heavy rain, snow or fog, you can be pulled over and fined for driving imprudently even if you were driving at a speed lower than the posted limit.

The law also provides for a buffer zone of 10 mph in 55-75 mph zones and 6 mph in 30-54 mph zones. A citation within the buffer is not considered a moving violation for purposes of suspension of driving privileges. Additionally, the citation is not part of public record and is not considered by insurance companies for determination of rates.

Seat belts

Kansas law requires all passengers must have their seat belt properly fastened at all times a vehicle is in motion. There are exceptions for those with medical problems,

mail carriers and newspaper delivery drivers. The type of restraint for children will depend upon the child's age, height and weight.

See K.S.A. 8-1344.



Finding Work

There's no doubt about it, finding a job you like — even just finding a job — can be tough. It is not a hopeless situation though, and with enough persistence you can find a job, provided of course you do not expect to be making “mega-bucks” right off the bat.

While there are several places you can turn to for help finding work, perhaps the most important to know about in terms of your legal rights is an employment agency. These companies will try to find work for you for a fee.

Kansas law requires them to be licensed by the Kansas Department of Labor and prohibits them from charging you more than \$75 for a registration fee. No matter how you find a job opening, remember that federal and state laws make it illegal for most employers to refuse to hire you because of your race or color, sex, physical or mental handicap, religion, ancestry, national origin or age [over 40] or once you have a job, to treat you differently with regard to promotions, transfers, wages or working conditions for any of these reasons. In fact, the employer is generally prohibited from asking questions about these issues, although some questions may be permitted about physical or mental handicaps you may have because of the demands of the job. State law prohibits employment agencies from discriminating against you for any of the reasons listed above. If you feel you have been denied a job for an illegal reason, contact the Kansas Human Rights Commission, 900 SW Jackson, Suite 568, Topeka, KS 66612-1258, (785) 296-3206; or www.khrc.net. Some larger cities may have local civil rights commissions. You cannot be denied a job because you filed a complaint with the commission.



Marriage

If you are planning to marry soon, you probably have already thought about the many ways it will affect your life. What you may not know, however, are some of the legal “hoops” you must “jump through” to get married, as well as the legal consequences of being married.

A marriage certificate, for example, is a legally binding contract between yourself, your spouse and the state of Kansas. The state is involved because of its strong desire to preserve the role of marriage and family as the cornerstones of our society. And because the state is involved, you must get the state’s “permission” if you get a divorce.

Going to the chapel

Before you can marry, one party must go to the local courthouse and apply for a license. Unless there’s an emergency, there is a three-day waiting period before the clerk or judge will issue the license. Either person can pick up the license and it is valid for six months. The application fee is \$50 CASH ONLY.

Your age is also a factor. If both the bride and groom to be are 18 or older, they do not need any other person’s consent. If either one of you is younger than 18, judicial consent is required unless both parents and any legal guardians consent. At this time, Kansas will not recognize as valid any marriage from another state other than those between a man and a woman. Same-sex marriages are against the public policy of the state and are void.

You can be married in Kansas by ordained clergy of any religion or any judge of a court of record. The clerk of the court may also administer marriage oaths. You may also legally marry without an authorized officiating person by simply making

declarations to each other that you take each other as husband and wife, in accordance with the religion to which either of you belong. Also, you may enter into a common-law marriage if you are both 18 or older, have a written or verbal agreement to be married to each other, and hold yourself out to the public as husband and wife. This means telling people that you are married and doing things that married people do: filing joint tax returns, cohabitating and naming your spouse as a beneficiary for insurance. Contrary to popular belief, there is no seven-year time requirement for common-law marriage. Be aware, however, that such a marriage is just as legally binding as a marriage ceremony performed by an authorized person. There is no such thing as a common-law divorce. To terminate any marriage, you must go to court.

No matter where or how you are married, remember: marriage is a contract that imposes certain obligations. For example:

- Kansas law makes it a crime for an individual to fail to provide support for his or her spouse. Also, each spouse is generally responsible for the bills of the other spouse, including medical bills.
- As parents, you must support your children until they reach majority age (18) or through the conclusion of high school at age 19. If you do not, a court could order payments.

Premarital agreements

Kansas law allows you and your intended spouse to make a legally binding property agreement with each other before you marry. In this contract, you and your future spouse may determine what rights each of you has to buy, sell or use property. You can agree to the terms of spousal support, death benefits and the making of wills. However, you cannot agree to child support terms adverse to the rights of the child. The agreement must be in writing and signed by you and your prospective spouse, and it does not go into effect until your marriage. You should consult with an attorney if you and your intended spouse wish to make a premarital agreement. Without legal advice, your agreement might not be drafted in a way to achieve what you want.

After you are married there are several new questions that you will face regarding your life together as husband and wife.

Wife's name

Kansas law does not require a married woman to use her husband's name or vice versa. If you do take your husband's name, you will have to notify people, such as the Social Security Office and any place where you have charge accounts or credit cards of your name change, and also change your driver's license.

Bank accounts

As a married couple you may wish to change your bank accounts to “joint tenancy accounts” – accounts in both names. Joint tenancy accounts provide a “right of survivorship,” which means if either of you dies, the other spouse automatically owns everything in the account. Joint tenancy accounts are also handy in that you both have equal access to your funds, which could be important in cases of sickness or emergencies. However, either spouse can withdraw the entire amount at any time.

Property

Each of you owns what you brought into the marriage, as well as what you acquire during marriage, subject to certain rights of resident spouses in real property. However, when a divorce action is filed, all property owned by each of you becomes “marital property,” and the court has the power to divide all of it between the two of you.

Domestic Violence

A person who is a victim of physical violence in the home can obtain relief. A victim of domestic violence should seek advice from a lawyer, a staff person at a domestic violence shelter, a local domestic violence program or call the National Domestic Violence Hotline at (800) 799-SAFE (7233) for a referral to the local program closest to you. The Kansas Crisis Hotline is 1-888-END-ABUSE (1-888-363-2287). You may also call the police.

If children in the household are being abused, you can call the Kansas Child Abuse Hotline at (800) 922-5330. You may also call the police. The court has a variety of ways for granting protection to the children and the one who reports the abuse.

The abuser may be ordered to receive counseling, or criminal charges may be brought against the abuser. The abuser may be ordered out of the house, may be prohibited from having any contact with the abused and/or the children in the household, and he or she may be required to provide living expenses or support payments for the victims if the abuser is a spouse or parent.

Remember, no one has the right to harm another, not even husbands and wives or parents. Studies have shown that abusers were often abused as children. Outside help is often needed to break the cycle of abuse.

Divorce

There are three legal grounds in Kansas for the granting of a divorce: incompatibility (no fault); failure to perform a material marital duty; or mental illness. To obtain a divorce on the basis of mental illness, the spouse either must be confined

to a mental institution for a total of two years or a court must first find that the institutionalized spouse is mentally ill or mentally incapacitated. The spouse seeking the divorce must file the action in the district court located in the county in which either spouse lives or where the other spouse can be legally served with the divorce petition. In order to file for divorce, either spouse must have resided in Kansas for 60 days prior to filing. Before a divorce is granted, the court may order either spouse to pay support for any children, maintenance (alimony) payments to the other spouse, and the legal costs of the divorce.

Spousal maintenance

If the court orders either spouse to pay maintenance to the other, it may order regular monthly payments, a lump-sum payment, or a combination of the two. A court award of maintenance generally may not exceed a period of 121 months, or slightly more than 10 years. However, the divorcing spouses may enter into an agreement involving the payment of maintenance for a longer period. The court may modify future payments unless your agreement provides otherwise. However, the court cannot modify maintenance payments that are past due.

The court will also divide the marital property in a just and reasonable manner between the two spouses, regardless of the source or manner in which the property was acquired. The court will consider the age of the parties, how long the marriage lasted, the types of property involved, the present and future earning abilities of the parties, how and when the property was acquired, family ties and obligations, whether maintenance is awarded and other pertinent factors.

Child Custody and Support

The court will decide which parent gets custody of your children and what rights the other parent has. The main consideration of the court in determining custody is the best interests of the child.

A custody order will also include the amount of child support that must be paid and any additional expenses that the “non-custodial” parent will be responsible for. The court determines child support on the basis of guidelines that vary depending upon the number of children in the family, their ages, the combined incomes of the parents and other factors. Marital misconduct is not a consideration in ordering child support. Both parents are responsible for providing support to the children, but the court will assume that the parent who is granted custody will be paying many of the expenses of raising and caring for them. That is why it is almost always the non-custodial parent who is required to make child support payments. The legal right to child support belongs to your children, not the parent who has custody. A child support order is always subject to modification by the court if family

circumstances change significantly. There are statutory guidelines to assist a judge in determining the amount of child support. The state of Kansas can help to obtain child support.

Annulment

When a marriage is annulled, in the eyes of the law, the marriage never occurred. Kansas law requires the court to annul a marriage if it is legally void for any reason or if the marriage was induced by fraud. The court is also permitted, but not required, to annul a marriage if it was induced by mistake, lack of knowledge of a material fact, or any other reason the court believes justifies annulment.

Medical Treatment/Birth Control/Abortion

Parental consent is usually necessary for a doctor to perform medical, hospital or surgical treatment. However, there are exceptions to that rule. For example, if no parent or guardian is immediately available, a youth of 16 may consent to his or her own treatment. Also, an unmarried pregnant girl of any age may consent to medical treatment relating to the pregnancy if the parents are not immediately available. If you are under the age of 18 and want an abortion, the law requires that notarized written consent be given by both of your parents or a legal guardian. Single-parent consent may be acceptable in situations where the parents are divorced or sexual abuse by a family member has occurred. However, if you can't get written consent from both parents, you or an adult on your behalf, can go to the district court and ask for a waiver. The judge can appoint an attorney to help you, at no cost. The court proceeding is confidential and your identity won't be revealed. After the judge listens to you, he or she will decide whether you understand and are mature enough to make the decision or that parental consent would not be in your best interest.

Youth under 18 may also obtain contraception and consent to examination and treatment for sexually transmitted diseases without consent from their parents. Health care providers may also provide immediate assistance in emergency situations without obtaining parental consent.



Apartments or Houses

Probably the first thing you need to know as a renter is the proper lingo: The landlord is the “lessor” and you, the tenant, the “lessee.” The document your landlord will ask you to sign is called a rental agreement or “lease.”

Discrimination is illegal

Next, you should know that federal laws make it illegal for landlords to refuse to show or to rent property to you or to require different rental terms because of your sex, race, religion, physical or mental disability, or ethnic background. Kansas law makes it unlawful for most landlords to refuse to rent you an apartment because you have children living with you.

Safe and decent housing

Kansas’ Residential Landlord and Tenant Act guarantees that the dwelling you rent will be fit to live in. The law requires your landlord to comply with building and housing codes that materially affect health and safety. Your landlord must also maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating and air conditioning appliances, and provide appropriate receptacles for the removal of trash. Although the rental agreement may require you to pay the cost of utilities, the landlord must supply running water, reasonable amounts of hot water and reasonable heat. If the landlord willfully interrupts such essential services, you may terminate the lease and recover up to 1 1/2 months’ rent or the damages you sustain, whichever is more. The landlord must use reasonable care in maintaining areas you share in common with other tenants, such as hallways or stairs. Some cities have ordinances requiring all apartments to be equipped with smoke detectors.

If a landlord fails to comply with the rental agreement or to comply with the requirements of state law in a way that affects health or safety, you may give written

notice to the landlord stating your complaint and that you intend to terminate the lease on a date when rent would normally be paid, which must be at least 30 days after the notice is received. If the landlord responds by making a good-faith effort to correct the problem within 14 days after receipt of the notice, the lease will stay in effect. However, if the same or similar problem occurs again after the 14-day period, you can terminate the lease after again notifying the landlord in writing at least 30 days in advance, even if the problem is corrected a second time.

In addition, you have the right to sue the landlord for failing to comply with the rental agreement or the law. If you win your case, the court may order the landlord to fix the problem, or it may order the landlord to pay you some money. Kansas law does not allow you to repair the problem yourself and deduct the cost from your rent.

Security deposits

A security deposit is money of yours kept by your landlord while you are a tenant. Under Kansas law, a security deposit for an unfurnished apartment cannot exceed one month's rent. For an apartment furnished with furniture owned by the landlord, the security deposit cannot exceed 1 1/2 months' rent. If the lease permits you to have pets, the landlord can require an additional security deposit of up to one-half a month's rent.

The security deposit can be used by the landlord to pay rent you owe when you leave or to fix damage you caused, other than normal wear and tear. If your landlord keeps any of the security deposit, you must receive a written, itemized notice of what the money was used for. In the event your landlord retains any of the security deposit for damages or expenses, any balance must be returned to you within 14 days after determining the amount of such damages or expenses. The landlord must return any unused security deposit to you within 30 days after the tenancy ends, you move out and you make a demand for the security deposit to your landlord. If the landlord fails to return any portion of the security deposit to which you are entitled, you may recover what you are due, plus an amount equal to 1 1/2 the amount wrongfully withheld.

You cannot use or apply the security deposit in lieu of rent. If you do, the landlord can keep the full amount of the security deposit and recover the rent as if the deposit had not been applied.

Privacy

Your right to privacy from your landlord is not absolute. After reasonable notice to you and at reasonable hours, your landlord can enter your apartment to inspect it, make repairs or improvements or show it to others who might want to buy or

rent it. In case of extreme hazard, involving possible loss of life or severe property damage, the landlord may enter without your consent. The landlord may not abuse this right or use it to harass you. You can either sue the landlord to prevent such conduct or terminate the lease, and in either case, you can recover your actual damages as well.

Your responsibilities

The law requires that you keep the dwelling as clean and safe as the condition of the dwelling permits. This includes disposing of all trash in a clean and safe manner, keeping plumbing fixtures clean and using all appliances and heating and air conditioning in a reasonable manner. You are responsible for damage to the dwelling by you or someone else on the premises with your consent. You must also refrain from disturbing the peace of other tenants.

For example, you are responsible to your landlord for damages caused by your guests, and you are responsible for the behavior of anyone to whom you give your keys.

Any time you permanently affix anything to the rental property it becomes the property of the landlord. Therefore, you must receive permission from the landlord to remove it and restore the property to its original condition.

If you violate any of the terms of your rental agreement or fail to comply with the duties specified above, the landlord can terminate the rental agreement on a date not less than 30 days after delivery to you of a written notice specifying things you have failed to do. If you begin in good faith to correct the problem within 14 days, the rental agreement will not terminate. However, if you again violate the rental agreement or your responsibilities under the law in the same or similar way, the landlord can terminate the rental agreement with a 30-day notice, even if you correct the problem.

Rent

The landlord may terminate the rental agreement for failure to pay the rent when it is due only if you first receive a written notification that the rent is past due and that the rental agreement will terminate unless the rent is paid within three days. However, your landlord may have given up the right to terminate your lease for paying late if your payments have previously been accepted when paid late and your landlord has not reserved the right to terminate if future payments are late.

Retaliatory actions

A landlord cannot increase your rent or diminish services for the sole reason that you have complained to a government agency about a code violation affecting the

safety of the dwelling, complained to the landlord about not complying with state law or joined a tenants' union or similar group. You can use this as a defense if your landlord sues you for possession, or you may recover 1 1/2 months' rent or your actual damages, whichever is more.

Inventory

Within five days after you move in, you and the landlord (or a representative) must jointly survey the premises and make a written report describing the condition of the premises. You are entitled to a copy of the report.

Rental agreement

Under the law, the landlord cannot enforce provisions in the rental agreement under which you do the following:

- Forgo your rights under the Kansas Residential Landlord and Tenant Act;
- Permit the landlord to obtain a consent judgment against you;
- Agree to pay the landlord's attorney fees; and
- Agree to limit the landlord's liability.

If the landlord deliberately uses a rental agreement knowing that it contains the above provisions, you can sue the landlord for any monetary damages you have suffered as a result of this provision.

Before you rent

When you enter into a rental agreement you are making a legally binding contract with your landlord. You should carefully read everything in the rental agreement and ask questions about anything you do not understand. If you move out before the lease is up, you might have to pay your landlord rent until the time your rental agreement would have ended. Be sure it is the right place for you before you sign on the dotted line.



Purchasing Power

Our society is moving toward a “cashless society” where credit and the automatic transfer of funds will become the norm. Because of these changes there are several things you should know about credit, your credit rights, and how to use credit wisely.

Your credit rights

Please note that the laws mentioned below apply to businesses that “regularly” extend credit. Thus, you probably will not have the same rights if you happen to get credit with a small business that does not usually offer credit.

Equal right to credit

You cannot be denied credit because of your race, sex, religion, national origin, marital status, age (unless you are under 18) or because you may be receiving public assistance of some kind. In addition, if you are married, the creditor may not, as a part of the credit application process, ask about your plans to have children.

Right to know how much credit will cost

Federal and state laws require that you be informed how much credit will cost you. You must be informed of the actual cost of credit – the “finance charge.” Credit costs must be referred to in terms of the annual percentage rate of interest (APR). This standard rate enables you to compare the cost of credit from lender to lender.

Beware of lenders offering to consolidate your debts into one loan. Check the APR of the new loan and be sure it does not exceed what you are already paying on your current debts. In return for a lower monthly payment, you may be asked to agree to substantially more in total interest costs.

Right to know why you are denied credit

The law requires creditors to notify you within 30 days whether your credit application has been accepted or rejected. If your application is rejected, the creditor must tell you why, in writing, or else tell you that you can request the specific reasons by contacting them within 60 days. The creditor has 30 days to answer.

If your credit is denied, it is good to know why; a mistake may have been made. If not, the reason will help you make a better application the next time. And if the law was broken and your application was not fairly evaluated, you have rights and can seek correction. Take action right away to correct any mistakes with both the reporting creditor and the credit bureau.

If you fall behind or do not pay

If you fall behind or do not pay a bill on time, even for a legitimate reason, you may be in default – you may have broken your promise (the contract) to pay according to a certain schedule. Once you have defaulted, the creditor may then take certain actions to collect the debt. But you still have rights.

You have the right to fair warning about your default. It is called the notice of right to cure default (i.e., notice of your right to catch up). Before a creditor can “accelerate” your remaining unpaid installments (i.e., make all of them due immediately), you must be given 20 days from the date the creditor mails you the notice to catch up on your payments. The notice of the right to cure default must be in writing. This requirement applies to creditors in and out of state who extend credit to Kansas residents. If you pay within 20 days, you may continue with the contract as though you were never late. If you do not, the creditor can then take legal action against you.

Kansas law only requires the creditor to send you a notice of right to cure default one time. If you default again on the same debt, you do not have a second chance to cure before the creditor may proceed against you or the item you bought.

If the creditor repossesses

A creditor may “repossess collateral” (take back the car, entertainment system, or other items you bought with the money lent to you or the credit extended to you) if you default on your payments. However, a creditor is not allowed to use force or otherwise “breach the peace” attempting to repossess the goods. A creditor may

not enter your home to repossess something without your consent or without first getting a court order to do so.

Your car may be repossessed wherever it is parked, as long as no breach of the peace and no forced entry take place. If your car is parked in a locked garage, a court order must be obtained before it can be taken away. All items in the car at the time of repossession still belong to you and you are entitled to get them back undamaged.

The creditor will generally sell the repossessed goods at public auction and use the money to pay off your debt. If the amount of the sale does not cover the entire balance, you may have to pay the difference. But if the goods bring more money than you owe, the creditor must return the surplus to you, after deducting reasonable costs of repossession.

If you simply cannot pay your debt, and you are thinking of letting your creditor repossess your goods to take care of the problem once and for all, think again! Consider selling the goods and paying off your loan. That way repossession won't show up on your credit record.

Credit Cards

If you do not have credit cards now, you probably will at some time, so there are a few things you ought to know. For information on using your credit card safely visit the Kansas attorney general's website at <http://ag.ks.gov> and enter "credit card safely" in the search box. This site also has credit cards tips and other information about using credit cards.

Kansas law prohibits the issuance of a credit card to you unless you apply for or request it or unless the card is a renewal or substitution for one you have already accepted. You can also opt out of receiving unsolicited credit card applications and junk mail. Visit the Kansas attorney general site <http://ag.ks.gov/home> and enter "junk mail" in the search box.

Unsolicited credit cards

If you do receive an unsolicited credit card and use it, however, you have automatically entered into a contract with the company issuing the card – a contract on their terms regarding minimum monthly repayment, annual fees and interest charges. If you receive a card you did not request and you neither sign nor use it, you cannot be held responsible for anyone else's use or misuse of the card if it is lost or stolen from you. However, to avoid problems, you should simply destroy the card.

If you lose a credit card

If you lose your credit card, the law limits the maximum amount you may have to pay for any unauthorized uses of your card to \$50. For example, if someone finds your lost card and runs up \$300 worth of charges, the maximum amount you will have to pay is \$50, and you may not be responsible for any amount you did not charge. If you immediately notify the bank or company issuing the card that it was lost, you will not be responsible for any charges that are made with your card after that point. It is always a good idea, therefore, to keep handy your card numbers and the phone numbers of the issuers, so you can immediately notify them if your cards are lost or stolen. If you keep a list of your cards and the addresses of the billing offices, you do not need to purchase “credit card insurance” since you can report the loss yourself.

Billing errors with credit cards

You have the right to prompt correction or explanation of apparent billing errors. The law applies to open-end credit accounts like credit cards, revolving charge accounts at stores, and credit-line checking accounts at banks. The law does not apply to a loan or a credit sale where you have a fixed payment schedule (like a car loan). While you may be able to quickly resolve your problem by calling the company or bank directly, to use your rights under this law you must notify the creditor in writing of the billing error. Your letter must reach the creditor within 60 days of the date the first bill containing the error was mailed to you. Your letter should include your name, address and account number and why you think there is an error. The creditor must acknowledge your letter within 30 days of receiving it unless the problem is cleared up before that. The creditor then has two billing cycles, but no more than 90 days to correct the problem or explain why they believe the bill is correct. You may refuse to pay the amount in dispute, including any finance charges, until the problem is resolved. Until it is resolved, the creditor may not threaten to damage your credit rating, restrict your credit card account or charge you interest on the amount in dispute. If your bill is incorrect, the creditor must give you a written explanation of how the bill will be corrected. They must remove all late charges and finance charges related to the error.

If the creditor still feels they are correct, they must promptly notify you in writing. At this point you are then responsible for the bill and any finance charges that may have accumulated on it. If you still think the creditor is wrong, the dispute may have to be settled in court. At this point the creditor is free to begin regular collection procedures against you, but they must also report to any credit bureau that asks them about your credit worthiness that you still dispute the bill.

Credit Ratings and Credit Reports

Credit reports must be accurate

Credit ratings – records of whether you have paid your bills on time – are developed by private companies called credit reporting agencies and are made available upon request to most businesses where you ask for credit. These reports let them know if you are a good credit risk or not. While the records often include confidential and personal information, by law they cannot include information on your marital status, race, religion, color, ancestry, ethnic origin, sexual preference or political affiliation, except as required for government record keeping.



Because your credit rating is so important, the law allows you to obtain a free copy of your credit report once every 12 months. You can order the report online at <http://www.annualcreditreport.com>. Reviewing your credit report is also a good way to guard against identity theft because you will be able to see whether someone has applied for a credit card in your name. If you dispute any of the information, the credit reporting agency must investigate and correct the mistake if it finds an error. If the agency decides that there is no error, but you still dispute the information, you may file a brief statement setting forth your side of the story and the credit reporting agency must put this information in your file. You also are entitled to be given the names of people or companies who recently received your credit rating. For more information, see the Federal Trade Commission site at <http://www.ftc.gov>.

Beware of “credit repair clinics” offering to solve your credit problems. The only way to erase a bad credit rating is to pay your bills on time. Kansas law regulates such organizations and the way they operate. Among other things, the law gives you the right to cancel a contract you make for credit help within three days after you sign the agreement. Contact the Office of the State Bank Commissioner to find out whether any complaints or lawsuits have been filed against the organization. <http://www.osbckansas.org>.

Credit reports in your name

If you are married you may choose a joint or single credit account. Even if you choose a joint account, it will be reported in both your name and your spouse’s

name. If you become divorced or if you want to apply for credit under your own name and your joint credit rating is poor, federal law requires creditors to consider any information you offer that shows that the unfavorable information in your joint account does not accurately reflect your ability to pay. Even if you are not applying for credit at the moment, you can still send a letter to the credit bureaus that have credit reports on you, explaining that your ability to pay is not accurately reflected in the joint credit rating. Ask that your letter be placed in your file.

Shopping

If you are in the market for any product or service – things like clothes, entertainment systems and educational courses – there are several simple rules you should keep in mind. If you follow them, your dollars will go a lot farther and you will be a lot more satisfied with the results.

Shop and compare

Compare products on the basis of features, warranty protection, and price. The best buy is not always the cheapest. Publications like *Consumer Reports* may be helpful.

Do not fall for deceptive ads

Advertisements can provide useful information. Too often ads appeal to your emotions rather than your intelligence. While there are laws against deceptive advertising enforced by the attorney general, it is still best to avoid a problem by watching out for deceptive ads rather than getting snared by them and having to rely on a law or someone else to get you out of a mess.

Ask for promises in writing

Contracts do not have to be in writing to be binding (it is easier, of course, to make someone stick to something that is in writing than something that is based on your recollection of what was agreed to). If a salesperson makes important claims about a product that are not in your contract or warranty, try to get the salesperson to put them in writing.

Read the contract or warranty carefully

Know what you can expect and what is expected of you. If you do not understand something, ask questions or seek help from a friend, parent, teacher or lawyer.

Never sign a contract with blank spaces

Fill in blank spaces or draw a line through them.

Keep good records

Keep all copies of all contracts, receipts, warranties and all notes or letters you have written regarding the product or service and records of payments, maintenance, repairs and other services.

Returning merchandise

Most of us shop locally. Remember that a merchant is free to establish a policy concerning refunds, credits, exchanges and layaways. Your merchant is not required to refund your money if you return merchandise unless it is defective. Even then, the merchant may decide to correct the problem or replace the defective product instead of giving you your money back.

Once you get the basics under your belt, you are still not out of the woods. The next area you need to explore is warranties.

Consumer Protection: Beware of Rip-offs and Scams

There's not enough space here to warn of all the scams that await an unwary person. Check out the Attorney General Consumer Protection Division's Consumer Publications webpage to learn about avoiding unwanted telephone solicitations, checking out charities before making a donation, and other scams designed to part you and your money.

Visit <http://ag.ks.gov/home> and enter "consumer publications" in the search box.

Warranties: Spoken ... written ... and implied

The warranty (or guarantee) is that part of your contract that specifies the quality and dependability of the product or service. It is the place where the seller tells you what you can expect from this product, what you must do if you have a problem, and what they'll do in return.

There are three types of warranties: oral, written and implied. An oral warranty is simply a spoken promise from the seller about the product that you rely on in deciding to buy it. While oral warranties are binding, they are hard to prove. It is best to get the promises in writing.

A written warranty is simply a written promise about a product. A seller is not required to give you a written warranty but most do. If they do so, the seller must declare whether the warranty is full or limited. The distinction is important.

A full warranty gives you the best protection. For example, if a product breaks, the seller must try to fix it within a reasonable time. You pay nothing for parts or labor. And if the seller is unable to fix it within a reasonable time, they must give you your

money back or a brand new product. A limited warranty is anything less than a full warranty. Under a limited warranty, the seller might pay for replacement parts, but you might have to pay for labor. If the seller does not fix the product after a reasonable number of tries, you may be entitled to your money back, but the legal steps you will have to go through will be a lot more complicated.

Federal law also requires that all products costing more than \$15, which have warranties must have the warranties available for you to look at before you buy so that you can examine and compare them. Do it!

The third type of warranty is an unwritten and unspoken one – that is why it is called an implied warranty. Kansas law declares that these types of warranties are given to you automatically by the seller even though they are not formally expressed to you. They come on all products and cannot be waived, even if the item is sold “as is” unless specific defects are disclosed to you and you purchase the item anyway

The most important implied warranty for consumers is the implied warranty of merchantability. This is a warranty of basic quality – it assures you that a thing will at least do what it is supposed to do – a toaster must toast, a reclining chair must recline. This kind of warranty covers new and used products and services and may entitle you to repairs at no cost. If you purchase an item that proves to be seriously defective, it is not too old (still within its “useful life”) and you have not abused it, then you might very well have an implied warranty claim against either the seller or the manufacturer.

Purchasing Online or through the Mail

Shopping by mail or through the Internet can be a great convenience. But ... problems await the unwary.

“But I didn’t order this ...”

If you receive goods in the mail that you did not order, both state and federal laws allow you to keep them as a gift! You do not have to pay for them. Of course, if something is delivered to you by mistake (it has someone else’s name on it, for instance), you cannot keep it and must return it.

If any company sends you “unsolicited merchandise” and then attempts to make you pay for it, they are breaking the law. If this happens to you, contact the postmaster in your town or the attorney general’s office in the state the company is located. If that does not work, contact the Consumer Protection Division of the Kansas Attorney General’s Office at (800) 432-2310.

Who's that knocking at my door?

If a salesperson approaches you at your door or anywhere else but the seller's main place of business, and you are enticed to enter into a contract to buy something costing \$25 or more, you have the right to cancel the contract if you change your mind within three business days. The seller must give you a receipt or a copy of the contract at the time of the sale, showing the date and the seller's name and address, and an explanation of your right to cancel. The seller should also orally explain this right to you. You may cancel the contract by mailing the seller a letter stating that you have changed your mind, before midnight of the third business day after the day of the sale. If you do cancel, the seller has to refund your money within 10 days of the notice and notify you whether any property already delivered to you will be repossessed or abandoned. Visit <http://ag.ks.gov/home> and enter "door to door sales" in the search box.

Delivery time

If you order merchandise by mail, the law requires the company to ship the goods within the time they promised. The Federal Trade Commission's Mail Order Merchandise Rule also states that if the company does not say when they will ship the product, then they must ship it within 30 days after your order is received. This rule applies when you order by mail, regardless of whether your product comes by mail or by private carrier, such as UPS. The rule does not apply to magazine subscriptions (except for the first order), seeds and nursery products, book and record clubs, and any C.O.D. orders.

If the company does not ship your goods within the time required, it must notify you of the delay and remind you that you have the right to cancel your order and receive full refund or wait for a new shipping date. The company must give you a free way to notify them of your choice: a postage-paid, preaddressed postcard or a toll-free number you can call. If you decide you want to cancel, you must notify the company – silence on your part means you are willing to wait for the new date.

If you decide to cancel, the company must refund your money within seven business days of cancellation. If you purchase by credit card, the company must adjust your statement by the next billing period.

If the company does not follow the law, you can notify the Federal Trade Commission at <http://www.ftc.gov/>.

Telephone sales

Be careful about agreeing over the phone to buy anything from someone you do not know.

Kansas law requires telephone solicitors to immediately identify themselves and the business they represent. If you tell them you are not interested, they must immediately stop their attempts to make a sale. Kansas enacted a law in 1991 that requires you to sign a written contract and return it to the seller before a telephone sale is legally binding. The contract must disclose all the terms of the agreement, including all the money you will be required to pay for the goods or services plus shipping, handling, delivery or other charges. If you are sent any merchandise or provided any service before you return the contract, you may treat them as a gift, and you do not have to pay for them. If you send any money without including the signed contract, you have the right to cancel the sale at any time by notifying the seller in writing, if you return the goods. If you do, the seller is required within 10 days to refund your money.

These requirements do not apply if the seller provides you the right to return the goods (undamaged and unused) or cancel the services for a full refund within seven days after you receive them.



Health and Exercise Clubs

What about joining a health or exercise club? You have some free time. You want to look good – why not? If you cannot resist, first do some homework. Find out about the club's reputation and business history by contacting your local Better Business Bureau. Read the contract! Be sure there are provisions for cancellation if you have to relocate due to college or your job. Joining such a club usually costs more than you can pay in cash. Do not agree to monthly payments you cannot afford.



Identity Theft

Identity theft occurs when your personal information is stolen and used without your knowledge to commit fraud or other crimes. Identity theft can cost you time and money. It can destroy your credit and ruin your good name.

How it Happens ...

1. **Dumpster Diving.** Identity thieves rummage through trash looking for bills or other paper with your personal information on it.
2. **Skimming.** They steal credit/debit card numbers by using a special storage device when processing your card.
3. **Phishing.** They pretend to be financial institutions or companies and send spam or pop-up messages to get you to reveal your personal information.
4. **Changing Your Address.** They divert your billing statements to another location by completing a “change of address” form.
5. **“Old-Fashioned” Stealing.** They steal wallets and purses, mail (including bank and credit card statements), pre-approved credit offers, and new checks or tax information. They steal personnel records from employers or bribe employees who have access.

Deter identity thieves by safeguarding your information

- Shred financial documents and paperwork with personal information before you discard them.
- Protect your Social Security number. Don't carry your Social Security card in your wallet or write your Social Security number on a check. Give it out only if absolutely necessary or ask to use another identifier.

- Don't give out personal information on the phone, through the mail or over the Internet unless you know who you are dealing with.
- Never click on links sent in unsolicited emails; instead, type in a web address you know. Use firewalls, anti-spyware and anti-virus software to protect your home computer; keep them up-to-date. Visit <http://www.onguardonline.gov> for more information.
- Don't use an obvious password like your birth date, your mother's maiden name or the last four digits of your Social Security number.
- Keep your personal information in a secure place at home, especially if you have roommates, employ outside help or are having work done in your house.

Detect suspicious activity by routinely monitoring your financial accounts and billing statements.

Be alert to signs that require immediate attention:

- Bills that do not arrive as expected
- Unexpected credit cards or account statements
- Denials of credit for no apparent reason
- Calls or letters about purchases you did not make

Inspect:

- Your credit report. Credit reports contain information about you, including what accounts you have and your bill paying history.

The law requires the major nationwide consumer reporting companies — Equifax, Experian and TransUnion — to give you a free copy of your credit report each year if you ask for it.

Visit <http://www.annualcreditreport.com/index.action>.

- Your financial statements. Review financial accounts and billing statements regularly, looking for charges you did not make.

Defend against ID theft as soon as you suspect it.

Place a “Fraud Alert” on your credit reports and review the reports carefully. The alert tells creditors to follow certain procedures before they open new accounts in your name or make changes to your existing accounts. The three nationwide consumer reporting companies have toll-free numbers for placing an initial 90-day fraud alert; a call to one company is sufficient:

- **Equifax:** 1-800-525-6285
- **Experian:** 1-888-EXPERIAN (397-3742)
- **TransUnion:** 1-800-680-7289

Placing a fraud alert entitles you to free copies of your credit reports. Look for inquiries from companies you haven't contacted, accounts you didn't open and debts on your accounts that you can't explain.

- Close accounts. Close any accounts that have been tampered with or established fraudulently.
- Call the security or fraud departments of each company where an account was opened or changed without your okay. Follow up in writing, with copies of supporting documents.
- Ask for verification that the disputed account has been closed and the fraudulent debts discharged.
- Keep copies of documents and records of your conversations about the theft.
- File a police report. File a report with law enforcement officials to help you with creditors who may want proof of the crime.
- Report the theft to the Federal Trade Commission. Your report helps law enforcement officials across the country in their investigations. Complete an ID Theft Affidavit with the FTC at <http://www.ftc.gov> and enter "FTC Identity Theft Victim's Complaint and Affidavit" in the search box. You may also call the FTC at 1-877-438-4338.



Consumer Complaints

Complaining is not fun. Sometimes it works and, sometimes it does not, requiring more serious steps to be taken. Obviously, the best thing you can do is to shop carefully, avoid problems and thus eliminate the task of righting the wrong. However, if you do end up with unsatisfactory products or service, you have a responsibility as well as a right to complain. If you do not complain you do no one a favor – you merely make more room in the marketplace for poor products and shoddy service.

Before you complain, make sure you have a legitimate complaint and not a problem that you caused yourself. Next, decide what is wrong and exactly how you want it corrected: Do you want a new product? The product fixed at no charge? Your money back? (The warranty you were given by the company will affect your choices in this regard to some extent.) Choose a solution that is fair and reasonable. Finally, decide how best to start the complaint process – in person, by phone, or by mail.

Rung one

In resolving any complaint:

- Identify yourself and explain your problem clearly, concisely and politely.
- Have receipts, warranties and all other pertinent documents on hand.
- If sending a complaint letter, consider sending it by registered or certified mail for proof that it was received, and state a date by which you would like a reply so you know if the company is ignoring you.
- Record the name and title of everyone you talk with when you complain in person or over the phone.
- Give the person hearing your complaint a fair chance to respond.
- Be firm – do not accept a solution you feel is inadequate.
- Consider going higher up in the company if you get no satisfaction from the people you have spoken to or written to – go all the way to the president if necessary. You can usually find the names and addresses of most companies' officers at your local public library or online.
- If you have to send more than one letter to an out-of-state company, send a copy to the Consumer Division of the Attorney General's Office in that state.
- Promptly confirm any agreement by letter. Insist that all promises be put in writing.

If your efforts at the source are not successful, proceed to rung two and start climbing the complaint strategy ladder.

Rung two

Send copies of your complaint letter to trade and professional organizations that the merchant you have a complaint against may belong. These groups may be able to persuade the merchant to resolve your complaint.

Rung three

Complain to consumer groups, chambers of commerce and better business bureaus. These groups may be especially helpful with local problems.

Rung four

Complain to government agencies. At the state level, the main agency that works on consumer complaints and enforces laws is the Consumer Protection Division of the Attorney General's Office. If no one there can help you, they will know who can. It is also useful to notify them of your problem so that they can keep track generally of problems Kansas consumers are having. To file a complaint with the Kansas attorney general, visit <http://ag.ks.gov/about-the-office/contact-us/file-a-complaint>. At the federal level, the primary government agencies responsible for consumer protection are the Federal Trade Commission and the Consumer Product Safety Commission (CPSC). The FTC is responsible for policing unfair and deceptive business practices, while the CPSC is charged with protecting consumers from hazardous products.

Visit <http://www.ftc.gov> and <http://www.cpsc.gov>.

Rung five

Tell it to the judge. If your efforts at all other levels fail, think about going to court. If your claim involves \$4,000 or less, you can argue the case yourself in small claims court. You do not need a lawyer. The filing forms are simple to use and the filing fees are minimal. The judge may even waive the fee requirement if you show good cause.

Small claims courts provide an inexpensive and informal forum for resolving disputes. Here you can state your case in plain English. Court rules are simple; the process is usually speedy.

You might go to small claims court to try to get back the security deposit your landlord owes you or to get a mechanic to do a repair job again because it was not done right the first time. If you win, the judge may order the defendant to pay part or all of your claim up to \$4,000 or the judge may order "equitable relief," such as repair, return or replacement of the item at issue. Also, if you prevail, the defendant will have to pay the fee it costs you to file suit and any additional costs you encountered in serving the defendant with the court summons.

Rung six

Hire your own lawyer. If your claim does not involve a great deal of money, you may be able to file under the small claims procedure, which is simpler than the general rules. If your problem involves more than the \$4,000 small claims court limit, you will probably need a lawyer to represent you in your county's district court. Under the Kansas Consumer Protection Act and federal consumer laws, the business you are suing may be ordered to pay you reasonable attorney's fees and court costs if you prove that it broke these laws in dealing with you.

The Kansas Consumer Protection Act gives Kansas consumers access to the court system when they are the victims of a deceptive or unconscionable act of a supplier of consumer goods or services.

To find a lawyer, ask a friend or acquaintance who has had a similar legal problem to make a recommendation. You may also call the Kansas Bar Association's Lawyer Referral Service. You can speak with an intake specialist who can refer you to a lawyer in your area. Call (800) 928-3111 for a referral. The service provides the best available match between your case and the lawyer's particular area of practice.

Some organizations offer free or low-cost legal services to income eligible individuals. Visit Kansas Legal Services at <http://www.kansaslegalservices.org> or call them at 1-800-723-6953. Legal assistance is also available through programs at the University of Kansas Legal Aid Clinic (<http://law.ku.edu/legalaidclinic>) and the Washburn Law Clinic (<http://www.washburnlaw.edu/students/clinic>).



When to See a Lawyer

The best time to go to your lawyer is before you are in legal difficulty. A lawyer may help you save money and trouble if you consult with him or her before you sign papers or take other action that might seriously alter your legal position.

You should consult with your lawyer in the following situations when you:

- Are about to enter into an oral or written contract that has major financial consequences or involves unusual legal questions;
- Are involved in an accident involving injury to people or damage to property;
- Are seeking to collect money owed to you or someone else is seeking to collect from you and you do not believe you owe or there is some question about whether you owe;

- Need an opinion as to the title to real estate;
- Want to plan your estate and make a will or set up a trust;
- Are organizing or dissolving a business;
- Are involved in the settlement of an estate;
- Desire to make or terminate a lease;
- Are involved in a family situation, such as adoption, divorce, etc.;
- Are arrested or served with legal papers; or
- Are not sure as to your legal position on any given matter.

How do lawyers charge for services?

A lawyer generally makes only a small charge for a first visit and will then advise you concerning probable future costs. Only after time is spent working on your case or problem is a larger fee charged. When a claim for money is involved, the lawyer may assume part of your risk of recovery and base the fee on a percentage of the recovery (this is a “contingent fee” arrangement). Usually, a fee is based on the time spent on your problem, its complexity, and the result obtained. The services for which you are paying include the lawyer’s review of all the pertinent facts and documents, legal research (possibly hours or days) on the questions involved, and his or her other accumulated knowledge of the law. In some cases, such as probate, lawyers’ fees are fixed by the court. You should never hesitate to discuss a lawyer’s charges at the time of his or her employment and to have an advance agreement or understanding as to charges.

Is the relation of lawyer and client confidential?

Yes. Your lawyer may not disclose information, which you give as a client without your consent, except where required by law or court order. Also, a lawyer cannot represent both sides of a controversy, except with the full knowledge and consent of both parties.

You should give your lawyer all the facts in your case or problem, favorable and unfavorable. The application of the law varies with different facts and circumstances.

Voting

Voting is one of the most important rights and responsibilities of adult life, and you should use it to express your opinions at the polls. When you turn 18, you are old enough to vote. But being old enough is not enough to allow you to vote. There are a few other easy steps you must take to become an eligible voter.

1. Residency

First, you must have established a residency in the voting area in which you seek to vote. Your residence is the place where you choose to live, and to which you intend



to return whenever you are absent. If you eat at one place and sleep at another, your residence is considered by the law to be the place where you sleep.

2. Registration

No matter where you take up residence, you must “register” to vote. Registration is a very simple process and costs nothing. You can access a registration form online at <https://www.kdor.org/voterregistration>. As part of the voter registration process, proof of U.S. citizenship is required. Contact 1-800-262-8683 if you have questions about registering. You can find more information about voter registration at the Kansas Secretary of State Office <http://myvoteinfo.voteks.org/VoterView/Home.do>.

Holding public office

Now that you are an adult, you can get actively involved in your local government by holding public office as well as by voting. For most local positions, the qualifications are the same as eligibility to vote – you must be 18 or older, a citizen of the United States and a resident of Kansas.

If You Break the Law

Law enforcement officers can make an arrest:

- With a warrant (a specific order issued by the court); or
- Without a warrant if the officer sees you violating the law or if there is good reason to believe a crime has been committed, and you committed it.

While you are under arrest, the police have the right to take your photograph and fingerprints and to search you. They may also ask questions so long as they do not make promises or threats or use force in an effort to get an answer.

If you are arrested you have these rights: You have the right to be informed of your rights. If the police wish to question you, they must inform you of your right to

remain silent and that any statement you make may be used as evidence against you. They also must inform you of your right to a lawyer.

You have the right to remain silent. This means you can remain completely silent or answer some questions and not others. It is up to you. You cannot at any time be made to answer any questions or sign any statement. You should report any force or threats to the court, the prosecuting attorney's office, or to your lawyer.

You have the right to telephone an attorney and to telephone your friends or family to notify them of your arrest. If you cannot afford a lawyer, you are entitled to a court-appointed lawyer at no charge to you. However, if you are convicted, you will be responsible for paying attorney fees incurred in your representation.

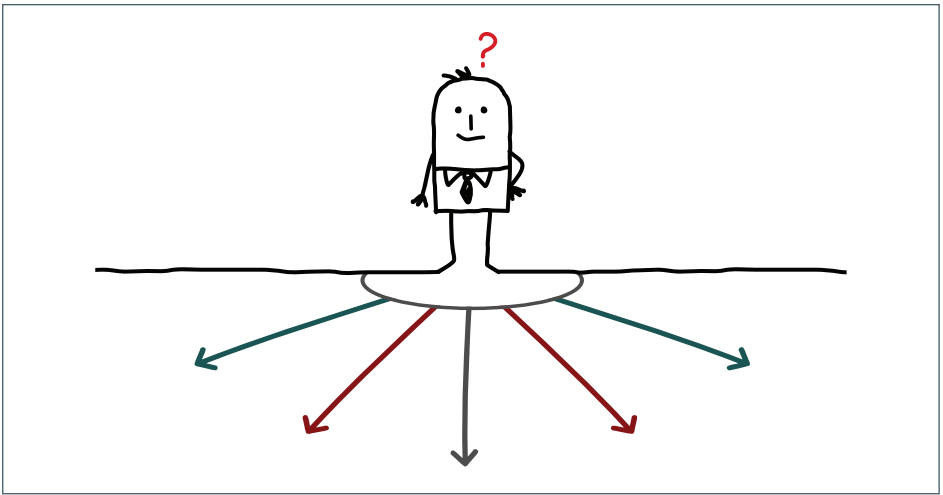
You have the right to be released on bail before trial in most cases. Your release may be conditioned on the deposit of money as security, your signature on an unsecured bail bond, or your compliance with certain conditions such as remaining in the state or reporting to a law enforcement officer.

After being arrested you have a right to be taken before a court official (judge or magistrate) without unnecessary delay to be informed of the charge against you, and of your right to an attorney if you cannot afford to retain one. If you plead guilty, the prosecuting attorney may agree to intervene with the court on your behalf. Do not rely on the promise of a police officer to help you in exchange for a confession. You may, however, rely on a promise of the prosecuting attorney to drop certain charges or to recommend a particular sentence to the court in exchange for a guilty plea. This is known as "plea bargaining," and it is legal in Kansas except in DUI cases.

Before the court will accept your plea of guilty, you should be informed of the consequences of your plea (possible punishment) and of the fact that you waive certain rights (such as the right to a jury trial) if the judge accepts your guilty plea.

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Helpful Websites

- Kansas Bar Association Public Service Pamphlets:
Visit <http://www.ksbar.org/pamphlets> for information about many areas of the law.
- Find an attorney – KBA Lawyer Referral Service – <http://www.ksbar.org/LRS>
- Legal Assistance in Kansas/Kansas Legal Services –
<http://www.kansaslegalservices.org>
- Kansas Attorney General’s Office – <http://ag.ks.gov/home>
- Division of Motor Vehicles – <http://www.ksrevenue.org/vehicle.html>
- Office of Vital Statistics – <http://www.kdheks.gov/vital/>
- Housing and Credit Counseling Inc. – <http://www.hcci-ks.org>
- Kansas Dept. of Labor – <http://www.dol.ks.gov>
- Better Business Bureau of Northeast Kansas – <http://topeka.bbb.org>
- National Domestic Violence Hotline – <http://www.ndvh.org>
- Kansas Coalition Against Sexual & Domestic Violence –
<http://www.kcsdv.org>
- Kansas Child Abuse Hotline – <http://www.srskansas.org/hotlines.htm>
- Federal Trade Commission – <http://www.ftc.gov/bcp/index.shtml>
- Kansas Human Rights Commission – <http://www.khrc.net>

This pamphlet is based on Kansas law and is published to provide general public information, not specific legal advice. The facts involved in a specific case determine the application of the law.

Lawyer Referral Service

(800) 928-3111

Contact the Kansas Bar Association (KBA) Lawyer Referral Service for the name and contact information of a lawyer with experience in a particular area.

Lawyer Advice Line

(800) 928-3111

The Lawyer Advice Line will connect you with an attorney who can offer immediate legal advice about your legal problem, for a modest fee of \$3 per minute, billed to your Visa, MasterCard or Discover.

Pamphlets

As a public service of the KBA and the lawyers in your community, the following pamphlets are available in limited quantities through the KBA office, 1200 SW Harrison, Topeka, KS 66612-1806; (785) 234-5696.

Aging and the Law • The Automobile Accident • Child Custody, Support & Visitation Rights • A Death in the Family ... What Should I Do? • Domestic Violence – A Practical Guide for Victims • Violencia Domestica – Guia Practica para las Victimas • Divorce – An IRS Perspective • Introducing Your Lawyer • Is a Living Trust for You? • Joint Tenancy • Juror: Your Rights and Duties • Living Wills and the Durable Power of Attorney for Health Care Decisions • Marriage & Divorce • Small Claims Court • Stop, Look, and Check Before Buying a Home • Ways to Settle Your Dispute • What is Probate? • What is so Important About a Will?

