

TURNING 18 in New Jersey

Legal rights and responsibilities
of new adults



A New Jersey State Bar Foundation Publication

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Introduction

Turning 18 means you have reached the age of majority or legal age in the state of New Jersey. In the eyes of the law, you are now an adult and are responsible for your actions. People 18 years of age and older have the right to vote, sign contracts, sue or be sued, serve on juries, marry, enter into civil unions, adopt children, consent to medical treatment, write a will, and inherit or purchase property. You can also rent an apartment, buy a car and hold certain public offices. Once you turn 18, your parents are no longer required to financially support you; and if you break the law, you are tried as an adult.

Although you have many more rights and responsibilities after turning 18, there are two things you still cannot do in New Jersey until you turn 21. You cannot “attend or participate in casino gambling” and you cannot “purchase or consume alcoholic beverages.” This booklet will help you understand your legal rights in areas that will directly affect your life over the next few years. If you need more specific information or legal guidance in a particular situation, use the websites or phone numbers in this booklet or consult an attorney.

This publication is provided as a public education service to help explain laws in New Jersey. It does not constitute legal advice, which can only be given by an attorney. This booklet was made possible by funding from the IOLTA Fund of the Bar of New Jersey.

Copies may be downloaded from the New Jersey State Bar Foundation’s website njsbf.org.

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CHAPTER 1

Life After High School

After graduation from high school your plans may include attending college, finding a job, pursuing a military career or perhaps a combination of all three. For example, you could choose to find a job or enlist in a branch of the military to earn money for college. Whatever path you choose, here are some things you should know.

The Military

Whether or not the military is in your future, all male U.S. citizens and resident aliens **must** register with the Selective Service System within 30 days of their 18th birthday. This independent federal agency provides men for the armed services should there be a national emergency or in the event a draft is reinstated. Failure to register could result in a fine of up to \$250,000, prison for up to five years, or both. Federal law requires registration in order to obtain financial aid for college, government employment and job training, and U.S. citizenship. Even conscientious objectors, those whose personal or religious beliefs don't allow them to serve in the military or fight, must register with the Selective Service System. Registration does not mean you have to serve in the military or that you will be drafted. Currently the United States has a military force made up of volunteers. There has not been a U.S. draft since 1973 during the Vietnam War, and only the president of the United States and the U.S. Congress can determine if one will be reinstated.

It's easy to register. Go online to sss.gov, click on "register online" and enter the required information. You'll get a Selective Service number that should be written down. In about two weeks, you should receive a registration card in the mail. Your local U.S. Post Office also carries Selective Service registration forms. Fill one out, sign it, stamp and mail it. An acknowledgement card from the Selective Service System should be received within 90 days. Keep this card as proof that you have

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registered. If your address or any other information changes while you are between the ages of 18 and 25, you must notify Selective Service. After the age of 26, you are no longer required to update this information.

For additional information, go to the Selective Service System’s website (sss.gov), call 888-655-1825 or write to: Selective Service System, Registration Information Office, P.O. Box 94638, Palatine, IL 60094-4638.

If you choose the military as a career, your local recruiting office may provide signing bonuses, job training, and other opportunities. To find locations, look in the U.S. government listings section of your telephone book by branch of service (i.e., Air Force, Army, Coast Guard, Marine Corps, Navy).

Higher Education

Many of you will likely further your education by attending a college or university. Whether you decide to further your education in New Jersey by attending one of the state’s many colleges and universities, or go to school out-of-state, your first step should be to contact a particular institution directly for information, course catalogues and applications.



If money is an issue, you may need to obtain financial assistance or take out student loans. A good resource to guide you through the confusing maze of financial assistance is the New Jersey Higher Education Student Assistance Authority (HESAA). HESAA's website (hesaa.org) contains information on different types of loans, both federal and private, and what eligibility requirements are needed to obtain them.

The state has also created the NJ Stars and NJ Stars II programs to provide scholarships to eligible high school graduates in the top 15 percent of their class. Students must enroll full-time in a degree program at one of the 19 county colleges in New Jersey, then complete and file a Free Application for Federal Student Aid (FAFSA).

NJ Stars II is available for those students who have earned an associate's degree at a county or community college with at least a 3.25 grade point average. Stars II allows them to transfer to a four-year public New Jersey university and receive scholarship money toward tuition for the last two years leading toward their bachelor's degree. New Jersey colleges and universities that currently participate in the NJ Stars II program include, the College of New Jersey, Kean University, Montclair State University, New Jersey Institute of Technology, New Jersey City University, Ramapo College of New Jersey, the Richard Stockton College of New Jersey, Rowan University, Rutgers University, Thomas Edison State College, University of Medicine and Dentistry of New Jersey (bachelor's degrees only) and William Paterson University of New Jersey. For more information about eligibility requirements for NJ Stars or NJ Stars II, visit njstars.net.

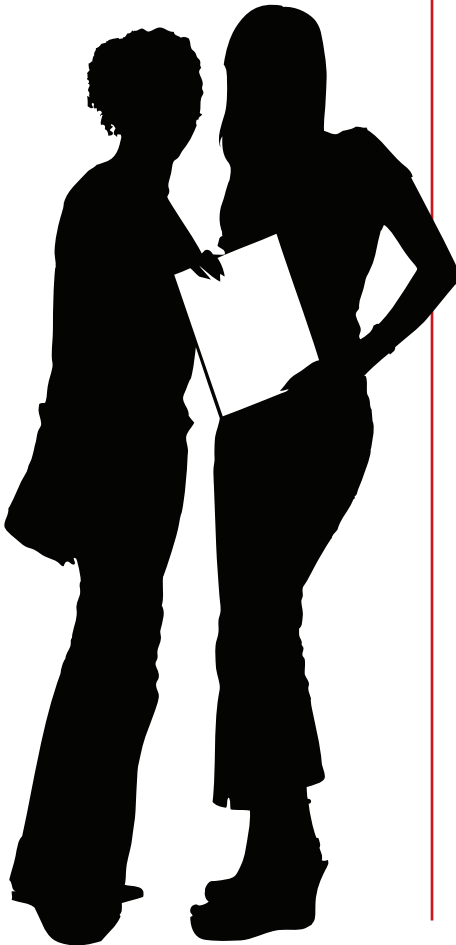
Of New Jersey's 19 county or community colleges, seven offer online associate degrees. They are: Atlantic Cape Community College with campuses in Mays Landing, Atlantic City and Cape May Courthouse (atlantic.edu); Bergen Community College in Paramus (www.bergen.edu); Brookdale Community College in Lincroft (brookdalecc.edu); Burlington County College in Pemberton (www.bcc.edu); Mercer County Community College with campuses in Trenton and West Windsor (mccc.edu); Raritan Valley Community College in Branchburg (raritanval.edu); and Union County College in Cranford (ucc.edu).

If you need financial assistance for college, keep in mind that student loans must eventually be repaid with interest. It will be your name on the loan agreement so it is important that you understand your rights as a borrower and your responsibilities for repayment before you sign the contract. You must repay the loan even if you drop out of the program or can't find a job after graduation.

If you have trouble repaying the loan, you can apply for a deferment, which is a temporary postponement that may be granted due to unemployment or financial hardship. If you do not qualify for a deferment, you can apply for a forbearance to postpone or reduce payments, but interest will continue on the loan.

A good resource to guide you through the confusing maze of financial assistance is the New Jersey Higher Education Student Assistance Authority (HESAA) at hesaa.org.

Your resume should be error-free and grammatically correct. It should highlight your accomplishments and not just the duties of any past work. List any awards, prizes, or volunteer work.



If you fail to make payments for nine months, the loan will go into default. Legal action may be taken against you, which could affect your credit rating. For more information visit HESAA’s website or call the HESAA Customer Care at 800-792-8670.

Vocational Training

The New Jersey Human Resource Development Institute offers classes in specific professional categories for individuals as well as those who are already employed. For more information, go to: <https://treasuryapps.state.nj.us/HRDI>.

If you’re interested in a career in public health, which includes emergency preparedness and safety, the New Jersey Learning Management Network offers information on training, licensing, and certification online at njlmn.rutgers.edu. Vocational training programs in careers such as bookkeeping, travel agent, private investigator, floral design, medical office assistant, and veterinary assistant, are available online and offer training courses and certificate programs. Go to: worldwidelearn.com for more information.

Finding a Job

There are a number of steps you can take to find a job. Look for “Help Wanted” signs in the windows of stores or companies. It may be old-fashioned, but it’s still often done. If you don’t see a sign, go inside and ask if there are jobs available. You’ll likely be directed to someone in charge of personnel and may get the opportunity to fill out an application and hand in a resume.

Check the classified advertisements under “Help Wanted” in your local newspaper. If you’re close to a big city like New York, Philadelphia, Newark or Trenton, you should be able to access that city’s newspaper and its classified ads online to check what jobs are available. Don’t rule out temporary positions, which can often lead to permanent employment. Visit a couple of temp agencies in your community. They’ll administer tests to measure your typing and computer skills. Temp jobs are a good way to fill in the gap until you find that full-time position that you really want.

The New Jersey employment information jobseeker website (lwd.dol.state.nj.us/labor/wnpjpin/findjob/findjobindex.html) contains resources and tools to help you search for jobs in the New Jersey area. There are also websites such as monster.com and craigslist.org that list jobs available in your geographic location and are separated by fields of interest.

If you’re having a particularly tough time, there are private employment agencies listed in your local telephone book or online that will help you find permanent employment. You may or may not have to pay a fee. Many agencies charge the employers rather than the workers. If you do pay a fee, be aware of the agency’s refund policy if the job doesn’t work out.

The Resume and Interview

A resume lists your name and contact information, your skills, achievements, education, and past employment. The resume helps the employer determine whether you should be called for an interview. Monster.com is an excellent site for assistance in creating a resume that says “take a chance on me.” Your resume should be error-free and grammatically correct. It should highlight your accomplishments and not just the duties of any past work. List any awards, prizes, or volunteer work. Be specific, but limit the resume to two pages, and *always* send a cover letter of several short paragraphs to a specific person.

Your resume has caught the employer’s eye and it’s now time to show why you are the best person for the job. Arrive to the interview early so you can relax. First and foremost, dress appropriately, which usually means conservatively—a collared shirt with a tie for males; a nice pantsuit, skirt, or dress for females. No T-shirts, flip-flops, sweatshirts or caps for anyone. Research the company before you show up for the interview so you will be familiar with what it does and its products. Prepare an appropriate answer to the question, “Why do you want this job?” Answer questions with a smile, shake hands firmly, and look the interviewer in the eye. When you get home, email or write a letter to the individual who interviewed you, thanking him or her for the opportunity, and reiterate enthusiastically how you are a perfect fit for the position. You may be called for more than one interview. That’s a good sign, but treat each one like the first. Visit monster.com for more tips on perfecting your resume and interview style.

References and Background Inquiries

Just as you should research any company where you may interview for a job, so may prospective employers conduct their own “research” on you before making you a job offer. You likely will be asked for references or recommendations. Be prepared to provide them, including contact information for anyone you offer as a reference. They may be previous employers, teachers, counselors or friends—anyone who can provide substantive information about your qualifications for the job. Be sure to ask permission of any reference before giving his or her name, and advise the person that he or she may receive a call.

Prospective employers also may ask if there is anything in your background, such as a criminal record or disciplinary action, which might disqualify you from their employment. If there is, be prepared to answer honestly. Especially if the action is a matter of public record, the prospective employer may learn of it through a background check. Be prepared to respond to questions about it.

Anything you say or do online may—and probably will—land in unanticipated places and be seen by unexpected audiences, including prospective employers.



Social Media as a “Background Check”

You also should be prepared to answer questions about anything you have posted—or that others have posted about you—on publicly available websites or social media sites. You should assume that prospective employers will check, and will find, everything about you that is available online, including information you intended to be “private” or only for “friends.” The range of electronic media is literally global, and it lasts forever, whether you want it to or not. Anything you say or do online may—and probably will—land in unanticipated places and be seen by unexpected audiences, including prospective employers.

For this reason, well before you begin your job search, it’s advisable to check the privacy settings on sites you use regularly, search for content about you—comments, pictures, video—that is less than flattering, and remove it. Then, before you post anything on any site, ask yourself: Would I want a prospective employer to see/read/hear this? If the answer is no, don’t post it or allow anyone else to do so. Anything available online should be treated as a matter of public record, and you should be prepared to answer questions about it in a job interview.

Discrimination in Employment

New Jersey has a law prohibiting discrimination in employment. According to the Division on Civil Rights, Office of the Attorney General, this law “prohibits discrimination on the basis of age, ancestry, color, creed (religion), disability (including AIDS and HIV infection), genetic information or the refusal to submit to a genetic test or make available the results of a genetic test to an employer, atypical hereditary cellular or blood trait, familial status, liability for military service, marital status, domestic partnership status, [civil union status], nationality, nation origin, race, sex, and affectional or sexual orientation.” For more information visit nj.gov/oag/dcr/faq.html.

Sexual Harassment

No one—male or female—has to accept what the Division on Civil Rights calls “unwelcome sexual advances, requests for sexual relations or other verbal or physical conduct of a sexual nature” in the workplace. If an employer or his agent requires sexual favors in exchange for obtaining or keeping a job, that is considered sexual harassment. If an employee believes he or she has to engage in sexual favors to keep a job or get promoted, that’s sexual harassment. It is against the law for an employer to give promotions or salary increases based on an employee’s acceptance of sexual advances. It is also against the law for the employer to cause or allow a hostile or abusive work environment and the conduct does not have to be sexual or physical. These should not be isolated incidents, but a pattern of abusive behavior. For more information go to nj.gov/oag/dcr/employ.html.

What to Do

A complaint of sexual harassment or employment discrimination can be filed with the New Jersey Division on Civil Rights against private employers within six months of the incident(s) by filing at one of the Division's five offices throughout the state. They are located in Atlantic City (609-441-3100), Camden (856-614-2550), Newark (973-648-2700), Paterson (973-977-4500), and Trenton (609-292-4605). Any investigations will be kept completely confidential. For more information or the address of an individual office, go to nj.gov/oag/dcr/localcontact.html. You could also file an action in Superior Court and present your case before a jury or judge. If you win, you may be awarded back pay, or other damages. However, you cannot file with both the Division on Civil Rights and Superior Court at the same time. It's best to consult an attorney who can discuss your specific situation, answer questions and give you legal advice.

Other Employee Rights in the Workplace

Currently, minimum wage in New Jersey is \$7.25 an hour. As a general rule, after 40 hours of work each week, you are entitled to receive overtime pay calculated at time and a half your hourly wage, although there are some exceptions depending on the nature of work you perform. Your employer must provide you with a statement of deductions with each paycheck, which should be given at least twice a month on regular designated paydays.

If you are fired from your job, you may be entitled to receive unemployment benefits. To be eligible, you need to have worked for 20 weeks or earned at least \$7,200 in the base year of your claim. If you are uncertain as to your eligibility, contact the website of the State of New Jersey Department of Labor & Workforce Development at lwd.state.nj.us/labor/index.html for information on earning requirements and how to apply for benefits.

You also have the right to work in a safe, non-hazardous workplace. If an employer refuses to correct any dangerous conditions at work, you should notify the New Jersey Department of Labor & Workforce Development. If you are injured on the job, the New Jersey Worker's Compensation Law can ensure that you receive medical care and temporary disability benefits. Notify your employer immediately after you are injured so that a report of injury can be filed and the employer's insurance carrier notified. For more information about the worker's compensation program in New Jersey, go to lwd.dol.state.nj.us/labor/wc/wc_index.html.

No one—male or female—has to accept what the Division on Civil Rights calls “unwelcome sexual advances, requests for sexual relations or other verbal or physical conduct of a sexual nature” in the workplace.

For more information go to nj.gov/oag/dcr/employ.html.

When you apply for a job you may be required to pass a drug test. Failure to pass the drug test may disqualify you for the position. Once hired, you may have to sign a disclaimer or consent form agreeing to a drug-free workplace.



Drug Testing

When you apply for a job you may be required to pass a drug test. Failure to pass the drug test may disqualify you for the position. Once hired, you may have to sign a disclaimer or consent form agreeing to a drug-free workplace.

If an employer decides to begin regular drug testing after you have started working, employees are usually given several weeks notice before the testing begins. If you refuse to take the test, you can be fired. If you test positive, you may be discharged or your work assignment changed if you are a safety risk.

The use of alcohol and drugs has been shown to impair judgment and job performance. If your supervisor or employer suspects that you are using drugs or alcohol on the job based on abnormal behavior and other noticeable physical symptoms, you may be required to take a drug test without notice.

CHAPTER 2

Being a Good Citizen

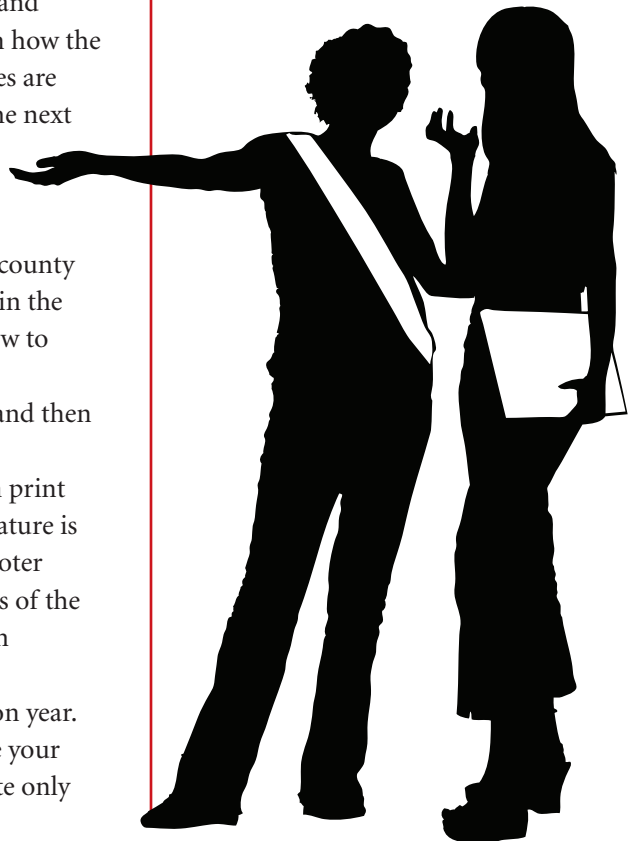
The freedom and liberty that all Americans enjoy and the rights and responsibilities of being a good citizen should not be taken for granted. Being a good citizen includes obeying the laws of your community, respecting others, paying taxes, voting and serving on juries.

The Right to Vote

One of the most important rights you have as a citizen is the right to vote. Once you turn 18, you have the right and privilege to vote and participate in the democratic process. Voting gives you a voice in how the government is run and if you don't like what your representatives are doing, you can remove them by voting for other candidates in the next election. Throughout our history, people have died to protect this right. Some local elections are won by just a few votes, proving how important exercising your right to vote is.

If you are a U.S. citizen, 18 years of age, and a resident of the county for at least 30 days prior to the election, you can register to vote in the state of New Jersey. You can obtain information online about how to register by going to New Jersey's Division of Elections' website (www.state.nj.us/state/elections). Click on "voter information" and then the voter registration application link. This will take you to the application form for your particular county, which you can then print out and mail to your county registration office. An original signature is required so the form must be mailed. You can also look up the voter registration phone number in the blue county government pages of the telephone book or call the office of your town or city clerk for an application.

New Jersey's presidential primary is in February of the election year. To participate in the primary for the first time, you must declare your party affiliation (Democratic or Republican) at the polls and vote only



Now that you are a legal adult, you may be called upon to serve on a jury. In addition to being 18 years of age or older, a juror must be a U.S. citizen, able to read and understand English, a resident of the county, not convicted of any offense under the law, and not be mentally or physically disabled, which might prevent proper service as a juror.

for that party's slate of candidates. In the general election, you can vote for the candidate of any party.

Once you're registered, you should receive a sample ballot by mail with the location of your polling place. On Election Day, it's a good idea to bring identification to the polling place when you go to vote. If you know you'll be out of the area on Election Day or won't be able to get to the poll, you can request a mail-in ballot. Any registered New Jersey voter can vote by mail in any election for any reason. A voter may vote by mail by completing the Application for Vote by Mail Ballot and returning the application to their County Clerk. To receive your ballot by mail, the application must be received by the County Clerk at least seven days prior to the election.

A voter may also apply in person to the County Clerk until 3 p.m., the day before the election. The County Clerk cannot accept faxed or emailed copies of an Application for Vote by Mail Ballot unless you are a Military or Overseas Voter, since an original signature is required. The website is http://www.state.nj.us/state/elections/mail-in_doe.html.

Holding Public Office

As a U.S. citizen, you have the right to hold public office. There are various age requirements depending upon whether you run for office at the national, state or local level. For example, a candidate running for president of the United States must be at least 35 years old, while a vice-presidential candidate must be 25 years old. In New Jersey, a candidate running for governor or for the U.S. Senate must be 30 years of age and to run for the office of U.S. representative, a candidate must be 25. To run for New Jersey State Senate, a candidate must be 30, while to run for the New Jersey State Assembly, you must be at least 21 years of age.

At the local level, you may only have to be 18 to run for office, but the minimum age depends upon the county in which you wish to run. For example, in Bergen County, candidates must be registered to vote for one year, so the minimum age would be 19. If you want to get involved in local politics, contact your county election board to find out the requirements to run for office.

If you want to have some input in your town or county, go to board meetings, study the issues and become involved. Get the numbers of the local Democratic or Republican Clubs and attend a few meetings. You can find out how politics work at the local levels and make a few contacts.

Jury Duty

The right to trial by jury is guaranteed in the U.S. Constitution by the Bill of Rights and in Article One of the New Jersey Constitution. It is a basic right of our judicial system and now that you are a legal adult, you may be called upon to serve on a jury. In addition to being 18 years of age or older, a juror must be a U.S. citizen, able to read and understand English, a resident of the county, not convicted of any offense under the

law, and not be mentally or physically disabled, which might prevent proper service as a juror.

When called for jury duty, you will receive a form in the mail. Be sure to answer the questions and *return the form* within 10 days by mail. If you fail to do this, you may be fined or cited for contempt of court. You may be excused from jury duty if severe medical or financial hardships will result if you serve, if you care for a minor child, or sick or elderly dependent, or if there are other reasons which will specifically be noted on the jury summons that comes in the mail.

You may have to call a phone number the day before your scheduled service. At that time, prospective jurors may be told not to report, but most are told when and where to appear the next day. If you are summoned, you will be one of many who report to the Jury Management Office of the county in which you reside. Of the many who report, only some will actually be chosen. The state will pay you a small amount—about \$5 a day—for each day you have jury duty.

If you are picked to serve on a jury, the law states that you cannot lose your job or be punished in any way by your employer because you have jury duty. If you are demoted or fired, you can bring a civil court action for damages against your employer within 90 days of the end of the jury duty.

Employers are not required to pay employees their regular salaries when they are serving on a jury. Some do and some don't. If you are picked to serve and will not be receiving your regular salary, you may be excused from service if you can prove it will be a financial hardship. Contact the Jury Management Office for more information before you report for service.

Before you serve on a jury you will be called upon to answer questions about your personal life or beliefs by the judge or the attorneys. Tell the truth and answer openly. You may be excused if the attorney believes you will not be impartial and favor one side over the other. A certain number of peremptory challenges are given to each side. This means that an attorney on either side can excuse a potential juror without giving a reason.

If you are chosen for a jury you are then required “to swear or affirm that you will try the matter in dispute and give a true verdict according to the evidence.” Then the trial begins and you listen carefully to the opening statements, the presentation of evidence, witness testimony under direct and cross examination, and closing arguments. You may even be given a notebook and encouraged to take notes. The judge will give you instructions throughout the trial. Then you and the other jurors will meet privately and try to agree on a verdict. For more information about jury duty, go to the New Jersey Judiciary’s website (www.judiciary.state.nj.us/juror.htm).

Before you serve on a jury you will be called upon to answer questions about your personal life or beliefs by the judge or the attorneys. Tell the truth and answer openly. You may be excused if the attorney believes you will not be impartial and favor one side over the other.

CHAPTER 3

Relationships

If you are 18 years of age or older, you may get married or enter into a civil union. To get married, each partner must be of the opposite sex. To enter into a civil union, each partner is of the same sex.

As an adult you will no doubt enter into many relationships in your life—marriage, civil union or parenthood. These relationships bring with them many responsibilities and should not be entered into lightly.

Marriage and Civil Unions

In the state of New Jersey, if you are 18 years of age or older, you may get married or enter into a civil union. To get married, each partner must be of the opposite sex. To enter into a civil union, each partner is of the same sex. These contracts require each to support the other financially and to raise and support any children that may result from that relationship.

Both options require licenses that can be obtained from the local town or city registrar or the county clerk’s office. Be prepared to show your driver’s license, social security card, and a copy of your birth certificate or passport. You may need to know the name of the person performing the ceremony and two witnesses who would be present. Requirements may vary in each municipality, so call ahead for details.

Licenses are usually valid for only 30 days after they are issued, so you’ll need to get one within a month of the actual wedding or civil union date (although this may be extended). Once you have the marriage license, a justice of the peace, judge or magistrate, mayor or clergyman must sign the document and send it to the proper government agency to make it official.

It is not necessary for one person in the marriage or civil union to take the other’s last name. You can keep your last name, hyphenate your last names, or completely choose a new name. However, if there is a name change, you must notify the Social Security Office, banks and credit card institutions of the name change.

If you want your spouse or partner to have access to your financial

accounts, you should add your spouse or partner to that account. You might also consider naming the other as beneficiary on the account in case of death. If one or the other in a marriage or civil union brings children from a previous relationship, you may want to investigate formally adopting the children, which requires the consent of both of the birth parents.

All property or finances brought into the marriage or civil union is generally considered separate property, unless, for example, you specifically make it joint property or joint accounts. Money or property that you acquire after the marriage or civil union, in most cases, becomes joint property, belonging to both of you. A signed agreement before the marriage, called a pre-marital agreement, can specify different rights to property or other finances. However, there are strict rules regarding whether such an agreement would be valid, and the rules must be followed.

Parenthood Without Marriage

Whether married or single, parents have a legal obligation to support their children financially and emotionally. Parents also have the right to speak with and spend time with their children, regardless of who has custody. Parents must strive to provide their children with a safe place to live, food to eat and clothes to wear, and guide them through life to be responsible and mature adults. The custodial parent is the one who lives with the child and has the day-to-day-responsibility. The non-custodial parent does not live with the child. According to the New Jersey Child Support website (njchildsupport.org), 90 percent of non-custodial parents are fathers.

If the father of the child admits to paternity and voluntarily pays child support and is a part of the child's life, then he is fulfilling his parental obligation. The custodial parent, generally the mother (or sometimes a grandmother or another relative) has a right to get help in locating the other parent, to determine if that person is the biological father through DNA testing, and to obtain and collect support payments.

If you are a single mother in need of these services, you have the right to contact your county child support office or call the New Jersey Child Support Information Line at 877-NJ KIDS1 (877-655-4371). You can apply for child support online at njchildsupport.org. If you are a male who does not believe you are the father of a child, you have the right to take a paternity test, and be absolved of the responsibility of child support. However, if you sign a certificate of paternity/parentage, you only have a limited amount of time to challenge your paternity. See a lawyer as soon as possible if you come to believe that you are not the father after signing the certificate.

If paternity is established and you are the non-custodial parent, you will receive a court order requiring you to pay child support and perhaps to provide hospital coverage for your child as ordered by the court. Child



The statewide domestic violence hotline is 800-572-SAFE (800-572-7233). The national domestic violence hotline is 800-799-7233. Information and referrals can also be obtained from the National Center for Victims of Crime, Abuse, and Domestic Violence and Rape at 800-394-2255. The publication, *Domestic Violence: The Law and You* is available on the website of the New Jersey State Bar Foundation at njsbf.org and contains a list of domestic violence shelters throughout New Jersey.

support amounts are calculated by determining the combined income of both parents after taxes and deductions and comparing it with a child support guideline chart prepared by the New Jersey Child Support Agency. The parent who earns more money normally pays a bigger share of the support for the child. For more information on child support, visit njchildsupport.org.

If you are ordered by the court to pay child support and you fail to do so, legal steps can be taken to enforce the order. These steps may include having the employer of the non-custodial parent withhold money from his or her paycheck, taking the money out of a tax refund or lottery winnings, or taking payments from bank accounts, cars or property. Child support may be reviewed upon a showing of a change in financial circumstances by one or the other party. Additionally, child support may be subject to a cost-of-living increase. Child support payments usually go first to the New Jersey Child Support Agency and are then sent to the custodial parent for the child.

Domestic Violence

Domestic violence is a crime in New Jersey. The Prevention of Domestic Violence Act covers husbands and wives, civil union couples, ex-spouses, present (or current) household members, and boyfriends or girlfriends who have had a dating relationship or have a child in common. If you are a victim of domestic violence, report it to the police. If there is an incident of domestic violence, the abuser can be arrested and a report will be written by the police and filed. The police can help you obtain a temporary restraining order, which will prohibit the abuser from contact and from entering your home. If you believe you are still in danger, you may have to go to the home of a friend or relative, or a women's shelter.

A domestic violence hearing is usually held within ten days. If the court determines that there has been domestic violence and that the victim needs an order for protection, the judge has the power to grant exclusive possession of the home, temporary custody of the children, support to you and your children, medical coverage, rent or mortgage payments, legal fees and compensatory damages. The abuser can be prohibited from returning to the residence or work location; prohibited from any oral, written, or personal contact; and may be required to financially assist you and your children such as paying rent or mortgage payments. If any orders of the Court are violated, the abuser will be considered in contempt of court and may be arrested and taken into custody by the police.

For more information, contact the Domestic Violence Hotline in your county usually listed on the first page of the telephone book under Emergency Numbers. A county women's shelter may also be listed. The statewide domestic violence hotline is 800-572-SAFE (800-572-7233). The national domestic violence hotline is 800-799-7233. Information

and referrals can also be obtained from the National Center for Victims of Crime, Abuse, and Domestic Violence and Rape at 800-394-2255. The publication, *Domestic Violence: The Law and You* is available on the website of the New Jersey State Bar Foundation at njsbf.org and contains a list of domestic violence shelters throughout New Jersey.

Divorce

If you decide that the marriage or civil union cannot continue or your problems or differences cannot be resolved, you can seek a divorce. It is recommended that an attorney be contacted to protect your rights to property, alimony (spousal support), and child support. If you are seeking the divorce, your attorney will file a complaint in court and a copy will be served on your husband, wife or partner in the civil union. If you are served with a divorce complaint, you should consult with an attorney. Even if both parties agree on financial and child support, alimony, property distribution and other issues, it is still recommended that an attorney look over the agreement.

Generally, you must be a New Jersey resident for one year to file for divorce in this state. If you have lived separate and apart for 18 months or otherwise can demonstrate that irreconcilable differences have continued for a period of six months, you can file for a “no-fault” divorce. Otherwise, under New Jersey law, a divorce may be granted for the following causes: adultery, desertion for a year or more by choice, extreme mental or physical cruelty that endangers the other person, drug addiction or drunkenness, institutionalization for mental illness for 24 months or more, imprisonment for 18 months or more, or deviant sexual behavior without consent.

Custody of any children can be a major issue in divorce. If the parents cannot agree on custody or visitation rights, the court decides at a hearing with the best interest of the children as the primary consideration. Court mediation programs are available before the hearing to help resolve issues. The court may order sole custody to one or the other parent, joint custody between both parents, or any other arrangement it deems appropriate. There is not a community property law in New Jersey so everything isn’t just split down the middle. If you cannot reach agreement on child support or alimony, the court will decide these issues, taking into account the income and needs of each person, how long the marriage or civil union lasted, and the lifestyle of the couple during the marriage or civil union.

It will take several months for a final court ruling, even if both parties have agreed to terms. However, if certain issues are contested, it could take much longer. The judge can make temporary decisions about the custody of children, support or the disposal of property until the final ruling. The divorce is final only when the judge issues an order declaring it is final. If circumstances severely change after the divorce, the court may adjust the support, as well as custody and visitation rights.

You must be a New Jersey resident for one year to file for divorce in this state. If you have lived separate and apart for 18 months or otherwise can demonstrate that irreconcilable differences have continued for a period of six months, you can file for a “no-fault” divorce.

It is against the law for someone to force sexual activity or any sexual contact upon you without your consent, no matter what his or her gender may be. Any sexual act forced upon you involving physical violence or threats of violence is a crime.



Date Rape and Assault

When it comes to sex, you are the one who is in control of your own body. It is against the law for someone to force sexual activity or any sexual contact upon you without your consent, no matter what his or her gender may be. Any sexual act forced upon you involving physical violence or threats of violence is a crime. Any person who secretly and purposely gives you alcohol or drugs to cause you to lose consciousness or become disoriented and then takes advantage of you sexually is also acting unlawfully. Date rape can occur if you've just met someone, if you're in a long-term relationship, or even if you're socializing with friends you've known for some time.

If you are the victim of a sexual assault or date rape, there are people in New Jersey waiting to help. You can contact the Rape Crisis Center in your county listed at the front of the telephone book under emergency numbers. You can also directly contact the police department who has specially trained staff to handle your case. The worst thing to do is nothing.

Stalkers and Harassment

Stalking and harassment are illegal in New Jersey. The law is very specific about this behavior. "A person is guilty of stalking...if he [or she] purposely and repeatedly follows another person and engages in a course of conduct or makes a credible threat with the intent of annoying or placing that person in reasonable fear of death or bodily injury."

It is harassment if someone: "(a)... makes, or causes to be made a communication or communications anonymously or at extremely inconvenient hours, or in offensively coarse language, or any other manner likely to cause annoyance or alarm; (b) subjects another to striking, kicking, shoving, or other offensive touching, or threatens to do so; or (c) engages in any other course of alarming conduct or of repeatedly committed acts with purpose to alarm or seriously annoy such other person."

If you are being stalked or harassed by a current or former husband/wife, current or former civil union partner, former or current household members, or former or current boyfriend or girlfriend who has had a dating relationship or has a child in common, you can apply for a temporary restraining order from a judge to prevent this individual from bothering you. The local police or the family division of the local county superior court can assist you in obtaining a temporary restraining order, although you should probably contact an attorney for assistance. After a temporary restraining order is issued, a hearing is normally scheduled within a short period of time before a superior court judge, who can issue a final restraining order. Violation of the restraining order can result in criminal prosecution and jail time.

CHAPTER 4

Managing Your Money

Whether your parents help to support you or you are completely on your own financially, you must learn how to manage your money and begin to establish good credit. The fundamental understanding of credit is that you pay later for something you have already received. Since part of your future earnings at the later time must repay the debt, you will have less money then. Good credit is important to have in order to take out a car loan, rent an apartment or obtain a particular job. Establishing good credit means you are a mature, responsible and conscientious person. The bottom line is if you pay your bills on time, you will have good credit.

Bank Accounts and Debit Cards

The first step in establishing good credit is to set up a checking account at a local bank that has accessible ATM machines. Bank employees can explain the various types of checking accounts that are available. Some have monthly fees, while others have minimum balances that must be kept in the account at all times. Overdraft protection is available at most banks in case you spend more money than you have in your account. You can arrange through your job to have your paycheck directly deposited into your account automatically each pay period.

Once you open your checking account, you'll get personalized checks with your name and address imprinted on them (telephone number is optional), and the bank will give you a debit card, also known as a bank or check card. This card is equivalent to carrying cash or your checkbook with you everywhere. You can use it to pay for just about anything. You can also use the card at an ATM to withdraw cash.

Whenever the debit card is used, the money will be directly subtracted from your checking account. It is a good idea to save all your store and ATM receipts whenever you have a debit card transaction. These receipts remind you to subtract the amount of the transaction from the balance

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in your checkbook, so you will always know how much money you have in your account and avoid paying fees for going below what is available.

It is best to subtract the amounts immediately when you get home and put the receipts in a special file, envelope or receipt box. You will get monthly statements from the bank and it is very important that you check these and match them with your receipts to balance your checkbook. Banks do make mistakes and sometimes will charge you for a transaction you never made. It doesn't happen very often but it can be costly when it does. When using the ATM, make sure that you have enough money in your account to cover the withdrawal.

Credit Cards

The next step in establishing your credit is to apply for a credit card, which allows you to buy goods and services based on a promise that you will pay the money advanced to you for making the purchase. Department stores give credit cards to use for purchases made exclusively at their stores and offer discounts if you use their card for transactions. The bank in which you have your checking account may issue major credit cards such as Visa, Mastercard, American Express or Discover. Major credit cards can usually be used anywhere.

You should shop around to see who offers you the best deal on your first credit card. Does the card charge an annual fee, or is it a no-fee card? You should be aware of how much the finance charges or annual percentage rate of interest (APR) on the credit card will be, so you can compare the various cards. Some credit cards have low-interest promotions for limited time periods before the regular (and higher) rate kicks in. Carefully consider these "teaser" promotions, and how you will handle them after the regular terms start. Credit cards usually have a credit line or limit that you cannot exceed. As the years pass, and you regularly pay off your balance, that credit line is increased.

Unlike a debit card where the amount of each purchase is subtracted in full from your checking account, a credit card allows you to carry over portions of your balance from one month to the next as long as you pay a minimum amount each month. However, there is a disadvantage if you do not pay your balance in full since finance charges will be added to your total. Your credit rating will be protected if you pay the minimum each month, but the total balance due on the card will continue to increase until, after a time, you can be overwhelmed by how much you owe.

If you apply for a credit card and are denied, you have the right to know why, so you can correct the problem or discover any mistakes made in the application. Be aware that if you are 18 or older, the law states that your application for credit (whether it be a credit card or loan for a car or home) cannot be denied to you because of your race, sex, color, religion, national origin, marital [or civil union] status, age or because you are receiving any kind of public assistance.

Be aware that your credit situation can get out of control very quickly

if you own too many cards, since you will be tempted to use many of them, and continue to only make minimum payments each month. You may receive unsolicited offers for cards in the mail or calls from telemarketers who offer you a nice gift if you sign up for another credit card. It may be very tempting, but be smart about your credit.

Cut up any additional cards you receive in the mail that were not ordered. It's not necessary to have more than a couple of credit cards. It's often true that the more cards you have, the more you use them and before you know it, you are in heavy debt, if you add all the cards together.

To establish a good credit rating, you should make every effort to pay your entire bill completely each month. If you can't manage to do so, pay the minimum to protect your credit rating, and look carefully at your transactions. You may not be living within your budget and may have to find places to cut expenses. Divide your expenses into things you need like rent and utilities, food, and things you want like movies, new clothes, etc., and make the appropriate cuts.

Once you receive your credit card, sign it immediately on the back. If you need to create a PIN (personal identification number) don't use your birth date or your mother's maiden name or any combination that could be easy to figure out by someone else. Keep your credit card number, PIN, and papers that came with your card in a file in case you need to refer to them. Your credit card number and PIN are personal and confidential. Keep them to yourself. Do not lend the credit card or PIN to friends or relatives.

The telephone number of the credit card company is important to keep on hand in case you lose your card or it is stolen. You should report the loss or theft immediately so the account can be closed, preventing anyone from using it. If your card is lost or stolen and someone makes purchases without your permission, you are only responsible by law for up to \$50.

You'll receive a credit card statement every month just like your checking account statement. Save your credit card receipts in a separate file after every transaction and check the monthly statement carefully to be sure mistakes haven't been made. If any charges are wrong or inaccurate in some way, call the credit card company right away and dispute the charges. If the dispute can be settled on the phone, be sure to get the name of the agent you spoke to and note it and the date of the call on your statement, just in case the correction is not made on your next statement, and you have to call again the following month.

If you can't resolve the dispute over the phone, ask your credit card company how to challenge the charge. Generally speaking, you will have to write a letter within 60 days of receiving the charge, describing in detail why the charge is improper. Be sure to make a copy for yourself to save in that special file with the receipts. Send the letter certified, return receipt requested. In the meantime you do not have to pay the amount

To establish a good credit rating, you should make every effort to pay your entire bill completely each month. If you can't manage to do so, pay the minimum to protect your credit rating, and look carefully at your transactions. You may not be living within your budget and may have to find places to cut expenses.

According to the federal Fair Credit Practices Act and New Jersey law, you can order one free credit report per year from each of the three credit bureaus. You should do this each year and carefully review the information to make sure it is completely correct. You can get all three reports by contacting Annual Credit Report Request Service (AnnualCreditReport.com; 877-322-8228).

that is disputed. Note on the payment slip that you are not paying that specific amount because it is being disputed, but pay the remainder of the bill.

If the credit card company thinks the charge is accurate, you will be responsible for the charge and any fees. If you still disagree with the charge, the next step would be for you to take the dispute to court and have it settled there.

Your Credit Rating

Your credit report contains all types of information about your finances and whether you've paid your bills on time. Unpaid debts, bankruptcies, judgments or lawsuits against you will all be listed. Private companies called credit bureaus or credit reporting agencies provide information about you to landlords when you apply for an apartment, car companies when you want to buy a car, and banks and mortgage companies when you take out a loan. Some companies may run credit checks on all potential employees, especially if the job involves money or finances. They all want to know if you are a good credit risk. The credit bureaus have a mathematical formula that uses your credit report information to determine your credit score, which indicates how likely you are to repay your loan. The higher the score, the more trustworthy you are considered.

There are three major national credit bureaus: Equifax (equifax.com; 800-685-1111), Experian, (Experian.com; 888-397-3742) and TransUnion (transunion.com; 800-916-8800). According to the federal Fair Credit Practices Act and New Jersey law, you can order one free credit report per year from each of the above bureaus. You should do this from all three each year and carefully review the information to make sure it is completely correct. You can get all three reports by contacting Annual Credit Report Request Service (AnnualCreditReport.com; 877-322-8228).

If you find incorrect information in your credit report, it is your right under the federal Fair Credit Reporting Act to notify the credit bureau, which is obligated to investigate and correct the inaccuracies. First, write a letter in detail stating what is incorrect in the credit report and include documents and other evidence that supports your statement. Only send copies and use certified mail, return receipt requested. Be sure to keep a copy of all correspondence and material you send. The credit bureau must investigate and, in turn, notify the provider of the inaccurate information. Any unverified or inaccurate information will be deleted from your credit report and, at your request, the credit bureau will send corrected reports to anyone who received it within the past six months.

Negative information can stay on your credit report for many years. If you think you got away with not paying that department store bill, think again. If you never paid that collection agency the remaining balance on your medical bill, it will probably show up on your credit report. You can

still improve your credit rating by paying off those old debts. If you've been turned down for credit because of information supplied by a credit bureau, you are entitled to the name of that credit bureau and are allowed a free report so you can look it over and correct any inaccuracies. While you cannot be denied credit because of your race, sex, age, national origin, etc, you *can* be denied credit if you are judged a poor credit risk.

Falling Behind

If you are having trouble paying off your credit card, it is very important that you make the minimum payment on time. You must allow five to seven business days if you send a check by mail. If you are late, you can be charged late fees and other penalties. As long as you continue to make a minimum payment each month, it will not affect your credit rating.

If you cannot make a payment on any other outstanding loan you have, contact the creditor immediately and explain the situation. The creditor may give you a longer period to pay or a smaller monthly payment to make. Many companies would prefer to work with you and collect the money you owe them, even in smaller installments, rather than see the loan go into default.

If you default on the loan, the creditor may turn your account over to a collection agency. The debt collector will attempt to contact you and obtain the money owed. The federal Fair Debt Collection Practices Act limits the hours a collection agency can call you to between 8 a.m. and 9 p.m. If you default on a car loan or a house payment, the car can be repossessed or you can lose the claim to your home. This will all appear on your credit rating, making you a bad credit risk.

If you are having trouble paying your debts, consider contacting a professional credit counselor to help you get back on your feet financially and rebuild your credit. Following are some credit counseling agencies in New Jersey: Consumer Credit Counseling Service of Delaware Valley (cccsdv.org; 800-989-2227), Consumer Credit Counseling Service of New Jersey (cccsnj.org; 888-726-3260), Consumer Credit Counseling of Central New Jersey (ccscentralnj.com; 888-379-0604), and the Garden State Consumer Credit Counseling Organization (novadebt.org; 800-992-4557). The companies are paid a portion of the money that they collect to pay your debts.

Many times when the debts have grown so large and it is unlikely they will be paid within a reasonable time, personal bankruptcy is considered to eliminate most of your debts and make a fresh start. This is an alternative that should be explored with an attorney familiar with bankruptcy law as it is a specialized field of law.

A Chapter 7 bankruptcy wipes out most common forms of consumer debt, such as credit cards, medical bills and auto loan deficiencies. It is usually completed within six months without the loss of property, but

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those with a large amount of assets may lose those assets. Very high-income persons may not be eligible for Chapter 7. A Chapter 7 bankruptcy is allowed once every eight years.

A Chapter 13 bankruptcy is the adjustment of debts of an individual with regular income. It is usually used by homeowners trying to catch up on a defaulted mortgage. It allows you to keep property and pay some or all of your debts over time (usually three to five years). The court must approve a payment plan you submit to repay your creditors. For more information, consult with a bankruptcy attorney. The pamphlet, *A Basic Guide to Personal Bankruptcy*, produced by the New Jersey State Bar Foundation, is available on its website (njsbf.org). The pamphlet can be ordered or downloaded.

Student loans are generally not wiped out in either Chapter 7 or 13 bankruptcies.

Identity Theft Prevention

Your life can be turned upside down by identity thieves. They steal important information such as your Social Security number, bank or credit card numbers, and other private information so they can establish new credit or phone accounts and run up huge debts using your name. According to the New Jersey Division of Consumer Affairs, these thieves can get information from an unlocked mailbox, from stolen wallets and purses, and even from your garbage where you might have thrown away old credit card bills or receipts. By the time a person suspects he or she has been the victim of identity theft, much damage may already have been done.

There are things you can do to prevent identity theft. Don't carry a lot of credit cards or your Social Security card around with you. It is best to memorize your Social Security number and keep your Social Security card and other important information at home in a safe place. Never print your Social Security number on checks or use it as identification. If you have an unlocked mailbox that anyone can open, pick up new imprinted checks directly at your bank and have your bills sent to a post office box. Mail your bill payments directly at the post office. Never put them in an unlocked mailbox for the mailman to pick up. Consider paying your bills online if you have a computer.

Save your credit card and bank receipts. If you throw them away, rip them into small pieces or use a shredder. When at an ATM, try to shield your PIN with your other hand when you punch it in. Identity thieves have been known to use video cameras or binoculars to try to steal the numbers from a distance away. Only give your credit card number over the phone if you're the one who called and want to order something. If someone called you first, don't give out personal information.

If you suddenly stop receiving bills in the mail each month, call to find out why. Some identity thieves who



have access to an unlocked mailbox may steal a bill and have it mailed to another address, while they use your personal information to purchase merchandise. If you receive email over the Internet offering you something that seems too good to be true, chances are it may not be legitimate. Never give out personal information over the Internet unless you requested the service or are absolutely sure about the source and it is secure.

Make a copy of all the cards you carry in your purse or wallet, both front and back, and keep the information in a safe place at home. If a card is lost or stolen, you'll have the numbers ready to call and report the loss or theft immediately and arrange for a replacement card.

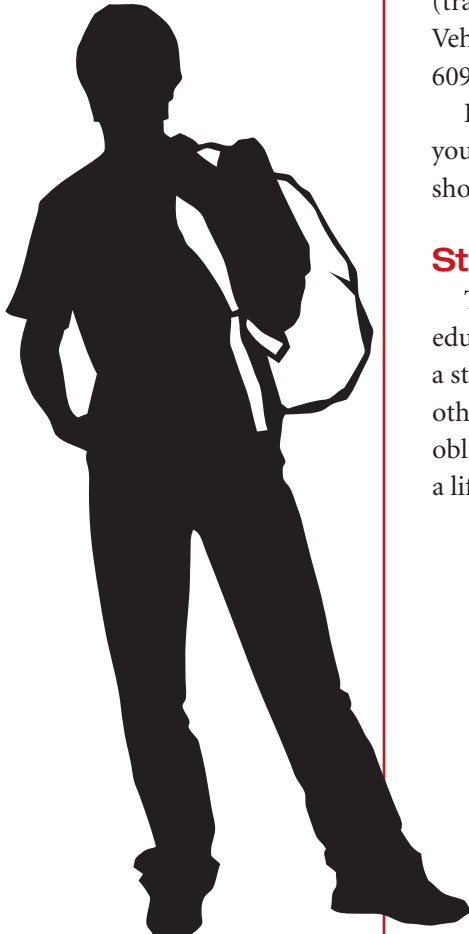
If the Worst Happens...

The New Jersey Identity Theft Prevention Act of 2006 is one of the most comprehensive in the country. It requires the police to write up reports on identity theft and allows victims to receive copies of any reports regarding their case. If customer information is stolen from a business, that business must notify the customers involved. The victim can request that a credit bureau place a security freeze on their credit reports. The Act limits the use of Social Security numbers as identification and requires businesses to destroy personal records which contain information that is no longer necessary.

If you believe you are a victim of identity theft, the first thing you should do is call the local police or report the theft to the county prosecutor's office. These numbers are listed in the blue government section of your telephone book. Request a copy of the police report for your own records. Also write down every telephone call you make or receive (to and from police, credit bureaus, creditors, debt collectors and others), the date, and the name of the person you spoke to and include details of the conversation. Follow-up on important calls, especially if action was to have been taken, with letters confirming the conversation, noting the date and what was decided. Send all written correspondence certified, return receipt requested, and be sure to make copies for your records. The Office of the New Jersey Attorney General suggests you keep a record of your time and expenses, in case you can get the money back once the thief is convicted.

As a victim of identity theft, you can get a free copy of your credit report. Request one immediately, and notify the three major credit bureaus of any errors or actions that are not yours right away. At the same time, write each bureau a statement alerting them to the fact that you have been a victim of identity theft and ask them to notify you of all requests verifying credit in your name. In this way, the thief will be unable to open any additional credit accounts in your name. Request a credit report from each of the three bureaus every few months so you can keep track of all fraudulent accounts. Ask the credit bureaus to notify all those who received your credit report in the last six months that they

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may contain inaccurate information.

Call credit card companies, creditors (such as department stores), and banks where you have accounts or where you think an account may have been opened. Ask them to close your old accounts. If you decide to open a new account, change all passwords and PINs. Follow up your telephone calls with certified, return receipt requested letters confirming your conversations. Keep copies of all correspondence.

Notify utility and service providers, such as local and long distance telephone companies, cable companies, gas, electric, water and sewer. Tell them you have been a victim of identity theft and alert them to the fact that someone may attempt to open a new account using your identification information. Check with your local post office and make sure all your mail is sent to you, and not a fraudulent address. (Notify the police if you are aware of such an address.)

The Attorney General's Office suggests contacting the Federal Trade Commission (FTC) to report identity theft and obtain help in restoring your credit. Visit them online at ftc.gov/bcp/edu/microsites/idtheft. Report theft of your Social Security number to the Social Security Administration, Fraud Hotline at 800-269-0271 or online at ssa.gov/oig/hotline. In case someone tries to apply for a passport in your name, contact the U.S. Department of State Bureau of Consular Affairs (travel.state.gov). If your driver's license was stolen, contact the Motor Vehicle Commission at www.state.nj.us/mvc/Licenses/index.htm or call 609-292-6500 or 888-486-3339.

Don't get overwhelmed if you become the victim of identity theft. If you respond quickly and make the appropriate calls and contacts, you should be able to minimize the financial damage.

Student Loans

The largest borrowing that a young person faces is to finance education after high school. Be very careful when considering taking out a student loan. Student loans are special debts, treated differently than other debts. Although credit cards, medical bills and other common obligations are discharged in bankruptcy, student loans are not. They last a lifetime, and can even take your Social Security and tax refund.

CHAPTER 5

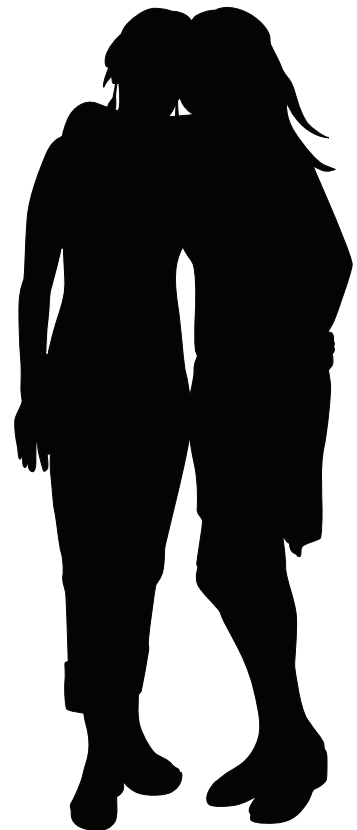
Your First Apartment

There are several things to consider before moving out on your own into an apartment, and many of them are financial. If your parents are willing to help you by paying the various deposits and fees necessary to move to an apartment, then consider yourself lucky. If you're on your own, with a job and regular income, start saving as much money as possible. You'll need funds to pay the application fee, credit check, security deposit, first month's rent, utility and phone deposits, moving fees, a broker's fee, and to buy minimal but necessary furniture. You may need to have what is equivalent to three or four months' rent saved up before you start looking. For example, if you decide you can pay up to \$700 a month in rent, you should have \$2,100 to \$2,800 in your bank account if you are serious about getting an apartment. If you're not employed, get a job because you will have little chance of getting an apartment without a regular income.

What size apartment were you considering? Do you need a separate bedroom or can you make do with a studio? Will your queen-size bed fit? Must you have an elevator in the building or is a 6th floor walk-up okay? Do you need a washer/dryer in the building or a hook-up in the apartment, or can you live with going to the local laundromat down the block? How close is it to public transportation? Is there parking available for your car? Can you bring your dog or cat along? Is the neighborhood safe? What's it like walking around after dark? Use your instincts. If you feel uncomfortable, don't take the apartment and look elsewhere.

Choosing a Roommate

Having a roommate can save you money by sharing rent, utilities and food, as well as allowing you to rent a larger, more spacious apartment. On the upside, you'll never be lonely and you can share the cleaning and cooking chores. On the downside, you'll have less privacy, you can get on



It's up to you to determine what you want in a roommate. Does it matter to you if he or she smokes? Is he or she neat or messy? Has allergies to your pet? Goes to sleep early or is up all night? Does he or she like to party or quietly read a book? Do you care if your roommate is male or female, straight or gay, Republican or Democrat? There is a lot to consider when choosing a roommate.

each other's nerves, and you have to trust your roommate to pay his or her share of the costs.

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Sometimes living with a friend can be great. Other times it can destroy a friendship, and living with a stranger who merely wants to share an apartment may be preferable. When interviewing a prospective roommate, find out everything you can before you decide to move in together. Most importantly, find out if he or she has a regular job and can pay half of the expenses required in getting and maintaining an apartment. You might even consider signing a roommate agreement that specifically notes rules that each roommate must observe. To download a sample roommate agreement, visit the Tenant Resource Center's website (tenantresourcecenter.org/housing_counseling/roommates).

The Search—Where to Start?

There are many ways of getting the inside track on an available apartment. Tell your friends and relatives you're looking for a place to live. They may know someone who's planning to move out, or share a lead about an upcoming vacancy in their building. Tips through word-of-mouth can often result in a great apartment.

If there are apartment buildings or complexes where you'd like to live, go directly to the property manager or rental office and ask about vacancies. Even if there are no current vacancies, the staff is aware of what leases will soon be up and who might be moving.

Online listings and apartment websites are important resources to use, of which craigslist.org and dogpile.com are two examples. You may also want to check out the New Jersey Housing Resource Center website at njhousing.com to search for available and affordable rentals in the state. This site is regularly updated and includes maps, pictures and vacancy information for apartments of all sizes and prices in various locations.

If you don't have access to a computer, newspapers have lots of apartment listings and open houses. In fact, some owners and landlords advertise only through the local paper. Keep in mind that apartment ads have many abbreviations. Here are a few: w/d stands for washer and dryer, stu for studio, renov for renovated, h/w for hardwood floors, eik for eat-in-kitchen, d/w for dishwasher, br for bedroom, dr for dining room, htd for heat included in rent, and spac for spacious.

If you still can't find the right apartment, you may have to contact an apartment broker or agent for assistance. A broker has the advantage of being able to show you more apartments in a multitude of neighborhoods

in your price range, has knowledge of the area, and the good and bad points of every apartment. The disadvantage of a broker is that if you take the apartment you, rather than the landlord, may have to pay the broker's fee, which could be as much as one or more month's rent.

When you start looking at apartments, especially in big cities, you may have to make a decision on the spot after seeing the apartment, or you may lose it. The landlord may want you to fill out an application right away and possibly pay an application fee that acts as a non-refundable deposit. Bring a checkbook with enough money in your account so that you can pay the fee.

You may need to get all the paperwork together in the next couple of days to ensure that you get the apartment. There are things that can be done in advance to make it less hectic. Obtain a copy of your credit report to submit to the landlord. If you don't have a credit report, the landlord will want to order one (for which you pay) and will need your Social Security number.

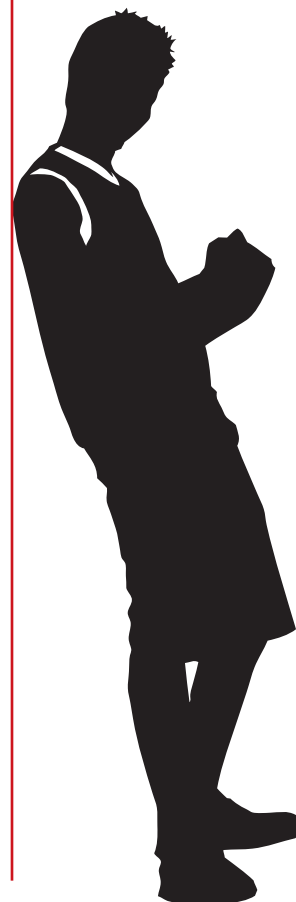
Show a proof-of-employment letter. Have a simple signed letter from your supervisor on company letterhead stating you work there and are earning so much per month. Some landlords may require copies of your last few pay stubs. Also, be sure to have current contact information available, such as names, addresses, and telephone numbers, for character references and former landlords.

Discrimination in Renting

According to the *Tenants Rights Manual* written by Legal Services of New Jersey, "under state and federal laws, it is illegal for a landlord or real estate agency to refuse to rent to you because of your race, religion, color, national origin, ancestry, marital status [civil union status], sex, sexual orientation, or physical or mental handicap. These laws also make it illegal for a landlord or real estate agency to refuse to rent to you because you are pregnant or your family includes children under 18 years of age."

New Jersey law also states that a landlord cannot refuse to rent to someone because they will pay rent with welfare, alimony or child support money. It is also illegal for a landlord to refuse to rent to an unmarried couple. However, a landlord can refuse to rent to you if you don't make enough money to pay the rent, if you have a bad credit report, or if previous landlords reveal you didn't pay the rent on time.

If you believe you have been a victim of housing discrimination, contact the New Jersey Department of Law and Public Safety - Division on Civil Rights at one of the following offices located throughout the state: Atlantic City (609-441-3100), Camden (856-614-2550), Newark (973-648-2700), Paterson (973-977-4500), and Trenton (609-292-4605). For further information, go to the website of the Division on Civil Rights at nj.gov/oag/dcr/index.html and scroll down to How to File a Complaint. They will investigate your complaint and may take action





against the landlord.

The U.S. Department of Housing and Urban Development, Fair Housing and Equal Opportunity Division also deals with housing discrimination complaints and may be contacted at 800-496-4294. Several counties in New Jersey have organizations that can also help: Bergen (Fair Housing Council of Northern New Jersey, 201-489-3552), Middlesex (Housing Coalition of Central Jersey, 732-249-9700), Monmouth (Monmouth County Fair Housing Board, 732-431-6426) and Morris (Morris County Fair Housing Council, 973-538-2975). You can also choose to go directly to court and sue the landlord, but you should consider getting an attorney to represent you.

The Lease

The lease is a contractual agreement between you and the landlord to rent property and must be written in plain language so that an average person can understand it. The amount of rent, when it is due, fees, late charges, and rules and regulations regarding the use of the apartment, should all be written clearly in the lease. Around the time you sign the lease, you must be prepared to pay the first month's rent, the security deposit, and a fee to the broker, if you have used one, oftentimes by certified check or money order.

Before you sign the lease, walk through the apartment and write down everything that is broken, or needs to be replaced or repaired. Check all the water faucets in the kitchen and bathrooms. Make sure they don't leak, and that you have average water pressure. Check the hot water, the showerheads, and flush the toilet to be sure they're all working properly. Turn on the stove and the oven. Check the refrigerator, the air conditioner, the heating system, and the lights. Be sure that your cell phone and computer work in the apartment. They may only work near a window or in certain rooms.

Be sure the windows are not cracked and open, close, and lock properly. Are there smoke detectors in the apartment and are they in working condition? Open all cabinets, closets, and drawers. Look for rodent droppings, ants, or cockroaches. Be sure to tell the landlord about all the things you've noticed that are damaged or need correcting. Do not sign the lease until all these items are clearly noted in the lease or written in a separate agreement signed by the landlord. Write a date that specifies when the repairs should be completed. Note in the lease if there are wall cracks, water stains, or carpet stains that can't be repaired or replaced.

Read the lease carefully. It is a binding legal contract setting out your obligations and responsibilities as a tenant and those of the landlord. Be sure the landlord's name and contact information are listed and that the address of the apartment is correct. The lease should note how much you are required to pay each month, the time period of the lease (usually for a year or month-to-month), the amount of the security deposit, whether pets are allowed, services paid by the landlord such as heating or other

utilities, changes you can make to the apartment such as painting or wallpapering, whether subletting (finding someone else to move in and take over your portion of the lease) is allowed, and what to do if something breaks and needs repair. Don't sign unless blank spaces are all filled in or crossed out. If you have a roommate, be sure his or her name is also on the lease, so the financial responsibility is shared equally between the two of you.

Don't be afraid to negotiate. If something in the lease is not agreeable to you, discuss it with your landlord. You're unlikely to get everything you want changed, but you may reach a compromise. If you're able to get the landlord to change certain things, correct it on the lease and both of you should initial it. Ask for a copy of the signed lease for your records.

Security Deposits

A security deposit is money (usually equivalent to a month or a month-and-a-half's rent) you pay to protect the landlord against your failure to pay rent, or to compensate him for any damage done to the apartment apart from what is called ordinary normal use. New Jersey has a security deposit law called the Security Deposit Act. This Act requires the landlord to put your security deposit into a separate interest-bearing bank account. The landlord is required each year (and within 30 days of your paying the deposit unless the bank is already named in the lease) to give you the name of the bank, the type of account and the interest rate. The landlord must pay you the annual earnings on this account either in cash or subtract it from your rent on the anniversary date of the lease.

Failure of the landlord to notify you where your security deposit is being held or pay you earnings, can result in penalties that allow you to give written notice to your landlord to have the security deposit money (plus seven-percent interest paid by the landlord) to apply to the current rent payment. If you decide to give written notice, be sure to make a copy of the letter and send it by certified mail with a return receipt so you can have a paper trail if needed in the future. Once you ask the landlord to use the security deposit as rent, you do not have to pay another security deposit. Be aware that all of the interest earned on your security deposit belongs to you and not to the landlord.

Within 30 days of moving out of the apartment, the landlord is required to return your security deposit plus interest minus any rent you still owe or any amounts used for repairing property damage. The landlord must give you a detailed list of the damages and the cost of repair. You cannot be charged for normal wear and tear on the property like faded paint, minor leaks, or loose tiles. Landlords cannot charge you fees for painting or carpet shampooing required from normal wear and tear after you leave the apartment. Ask the landlord to inspect the apartment and sign a note stating the apartment is clean and not damaged in any way. If that can't be arranged, have a third person, for example a neighbor or friend, inspect the apartment and sign a written

Within 30 days of moving out of the apartment, the landlord is required to return your security deposit plus interest minus any rent you still owe or any amounts used for repairing property damage. The landlord must give you a detailed list of the damages and the cost of repair.

You can be evicted from your apartment only if the landlord has cause under the Anti-Eviction Act. Although there are nearly 20 causes for eviction, the most common is not paying rent. Advance notice of the eviction is not required when the rent has not been paid, and the eviction may begin immediately.



note. If necessary, that person’s testimony may be valuable in court if you have to sue the landlord for return of the security deposit or defend a lawsuit brought by the landlord to recover damages.

If your landlord doesn’t return your security deposit within 30 days, you can go to the county Small Claims Court and sue for twice the amount of the deposit or double the amount the landlord unfairly deducted from your deposit. New Jersey law has increased the small claims court limit to \$5,000 in cases involving tenant security deposits. If you have caused damage to the apartment that is more than the security deposit, the landlord can sue you to recover the balance.

Being Evicted

Only a superior court judge can order an eviction after the landlord has sued you in court and won the case. A court officer with a warrant issued by the judge is the only person who can evict you. The landlord cannot lock you out or evict you, and neither can the police. It is illegal for anyone other than an officer of the superior court to force you to move out. It is also against the law for a landlord to take or prevent you from having access to your belongings or furniture.

You can be evicted from your apartment only if the landlord has cause under the Anti-Eviction Act. Although there are nearly 20 causes for eviction, the most common is not paying rent. Advance notice of the eviction is not required when the rent has not been paid, and the eviction may begin immediately.

Other causes that do require advance notice to the tenant include disorderly conduct that disturbs other tenants, damage or destruction of the landlord’s property, violation of the landlord’s rules and regulations, violation of the lease agreement, not paying a rent increase, not accepting changes in the lease, and habitual lateness in paying the rent. Additional causes for eviction include conviction of a drug offense, conviction of assaulting, attacking or threatening the landlord, engaging in drug activity, conviction of a theft offense and housing or health code violations. Also, you may be evicted if the landlord wants to stop using the building for residences, wants to convert the apartments to condominium or cooperative units or the owner wants to live in the unit.

You can avoid eviction by immediately paying all money due to the landlord in addition to paying his court costs and attorney’s fees if permitted by the lease. If you receive an initial notice from your landlord stating your particular conduct is cause for eviction, stop that conduct immediately. If you believe a rent or lease change is excessive or unreasonable, you can present your case before the judge at the eviction hearing.

Repairs

Under the law, you are entitled to safe and decent housing. Notify your landlord immediately, preferably in writing by certified mail with a return receipt, if something needs to be repaired. If you wait too long, there may be additional damage and the landlord may attempt to have you pay for the repairs. For example, a water leak can get progressively worse until it damages the wall or carpeting or other apartments in the building.

If the landlord refuses to repair a serious situation such as no heat, no water, a broken toilet or elevator, which threatens your safety and health, you can break the lease and move out. Be sure to have proof of the hazardous conditions in the apartment with photos and documentation. Write down the dates you contacted the landlord and/or show copies of letters that you sent via certified mail with return receipts. In this way, you can protect yourself against being held responsible for the rent during the remainder of the lease period.

According to state law, it is the responsibility of the landlord in buildings with more than three units to have a heating system that will keep the apartment at a temperature of 68 degrees from 6 a.m. to 11 p.m. from October 1 through May 1. At night the temperature must be maintained at 65 degrees. If the temperature outside is below 55 degrees, your local board of health may have the power to repair the heating system. Contact the local board and tell them your landlord has not made the appropriate repairs. The board will wait 24 hours and then have someone repair the heating system.

If the landlord refuses to make repairs, you also have the right to call the local building or health inspector and ask for an inspection of the property. Be sure to get the inspector's name and a copy of the report. You can arrange for the repairs to be made and deduct the cost from your rent, or you can withhold the rent and keep it in a separate account. If the landlord takes you to court for nonpayment of the rent, you should present documentation you have collected to show that the landlord was notified of the needed repairs and that there were serious conditions that could have threatened your safety or well-being. Show the judge that you have withheld the rent and not used it for anything else.

You also have the right to go directly to small claims court and ask the judge to order the landlord to make the necessary repairs and to pay you back for the cost of any repairs you've already made. Be aware that if you make a complaint against the landlord in court or with a governmental agency, or report health or safety violations (after first notifying the landlord to correct these things within a reasonable period of time), you are exercising your civil rights as a citizen of New Jersey. It is state law that the landlord cannot take retaliatory action against you by evicting you, changing the lease, or refusing to renew your lease as payback for being a difficult tenant.

If the landlord refuses to repair a serious situation such as no heat, no water, a broken toilet or elevator, which threatens your safety and health, you can break the lease and move out. Be sure to have proof of the hazardous conditions in the apartment with photos and documentation.

For an overview of the rights and responsibilities of tenants under New Jersey Law, go to the Legal Services of New Jersey website at lsnjlaw.org and read the *Tenants Rights in New Jersey* manual. For free legal help for those with low incomes, telephone 888-LSNJ-LAW (888-576-5529).

Privacy Rights

You have the right to determine who can come in to your apartment. The lease may allow the landlord to keep a key and enter the apartment but only under certain conditions: 1) You must have requested the landlord or a worker to come in; 2) If the landlord must do an inspection of the apartment, he or she may do so after giving you reasonable notice of at least one day at a specified time; or 3) The landlord or worker must come into the apartment for repair or maintenance work, after giving you reasonable notice. Notice is not necessary if emergency repairs must be done immediately, where a situation is unsafe or dangerous.

It is against the law for the landlord to enter your apartment without your permission unless he is there for one of the above reasons. If this happens, send a certified letter, return receipt requested, directly to your landlord and make a complaint. Keep a copy of the letter. If the situation continues, you can call the police, or file a harassment complaint. Another alternative is to notify the landlord that you will be forced to change the locks on the door and deduct the expense from your rent to ensure your safety.

Breaking the Lease

There are certain circumstances in which you can legally break a yearly lease. If you can show a loss of income due to a disabling illness, accident, or death of a spouse, the lease may be terminated before the year is up. Before leaving the apartment, give a 30-day advance notice to your landlord explaining why you have to break the lease before the year is up.

If you vacate the apartment before the lease is up for none of the reasons set forth above, you may be held responsible for the remaining months of rent until the landlord can rent the apartment again. Notify the landlord in writing, explain your situation, and ask for written permission to do so. If you know anyone interested in renting the apartment give the name to the landlord. In a big city where apartments are hard to get, you may be able to break your lease and provide the landlord's next tenant without incurring any financial obligation. If you leave before the lease is up, the landlord must make every effort to rent the apartment, by advertising and showing it to prospective tenants.

An alternative to breaking your lease early is to sublet your apartment to someone else who takes your place, unless the lease specifically states that no subletting is allowed or that the landlord must approve all sublets. Write up your own sublet agreement that states the length of the sublease, the amount and due date of rent each month, how much of a security deposit is required and other rules and regulations. In this agreement, you take the part of the landlord and the subletter becomes your tenant. Make sure the subletter can be trusted to pay the rent on time and to keep everything clean. This is very important since it is your

name that is still on the lease, and if a subletter doesn't pay rent or damages anything, it will still be your responsibility to pay any monies owed to your landlord.

More Information

In New Jersey, it is the law that landlords must distribute the *Truth in Renting* guidebook to all tenants in buildings with more than two rental units. The guidebook may also be downloaded free from the State Department of Community Affairs website (nj.gov/dca) or you may call or write to the Office of Landlord-Tenant Information, State Department of Community Affairs, P.O. Box 805, Trenton, NJ 08625-0805 (609-292-4174), to request a copy of the guidebook. The cost is \$2 per copy.

For an overview of the rights and responsibilities of tenants under New Jersey law, go to the Legal Services of New Jersey website at lsnjlaw.org and read the *Tenants Rights in New Jersey* Manual. For free legal help for those with low incomes, telephone 888-LSNJ-LAW (888-576-5529).

CHAPTER 6

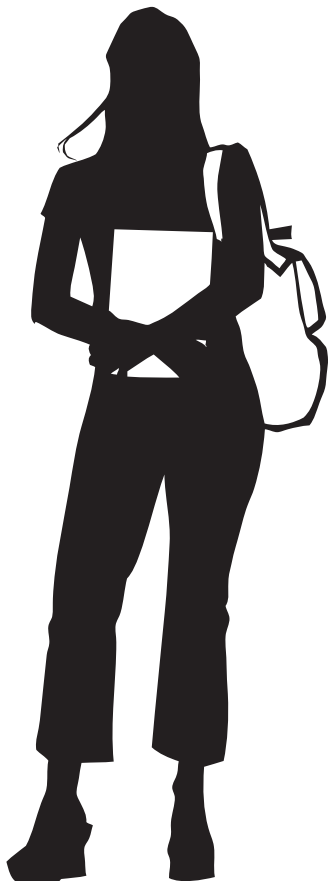
Your Rights as a Consumer

Ever since that first CD, or maybe a pair of sneakers, you bought with your own money, you've been a consumer. Now you'll most likely be buying higher priced items such as a car or furniture. Following is information to guide you in making such purchases.

Contracts and Warranties

A contract is a legally enforceable agreement between two or more parties that specifies rights and responsibilities between the parties. As an adult you will enter into numerous contracts—an apartment lease, buying and perhaps financing a new car or a loan agreement to pay school tuition, an installment agreement to pay off big purchases like televisions or computers or agreements with credit card companies. A written contract should clearly state how long it is in effect as well as your rights and responsibilities. Although oral contracts are sometimes legal and may be enforceable up to one year, they are based on memory and the parties' memories may differ about the terms. A written contract setting forth the parties' agreement is almost always preferable.

Do not sign a contract unless you understand every part of it. Be aware of penalty clauses and anything that requires you to waive (give up) your rights. If you have doubts about being able to afford the payments specified in the contract, don't sign it. If a lender requires a co-signer, that means that it doesn't believe you can make the payments and wants the other person to be responsible with you. The wording on the back of the contract is just as important as the front, so be certain to read it well. Just remember that when you sign your name to the contract, you are required by law to fulfill its terms, and if you fail to do so, you can be taken to court, and in certain situations, the product purchased can be repossessed. You may want to have an attorney review an important contract before you sign it.



A full warranty is generally a written guarantee that the product, such as a car, a TV, or a computer, will perform in good working order for a stated period of time. If not, under most warranties the seller or manufacturer promises, at no cost to you, to either fix the product, refund your money, or provide you with a replacement product. As an example, if you buy an appliance and it stops working during the warranty period, you should immediately notify the seller or manufacturer and ask for whatever is provided by the warranty. A limited warranty may limit what is covered and may require you to pay for some portion of the repair—parts and/or labor—and may make getting a refund or replacement product more difficult. An implied (unwritten) warranty that the product will perform as expected is part of the sale of products generally. If a product you buy is not what you reasonably could have expected (e.g., the product is missing an essential part for assembly), you may be able to force the seller or manufacturer to honor the warranty and provide you with a product that fully performs.

Complaints

If you are unhappy with products or services you have bought, or are dissatisfied with a repair, replacement or refund, you have the right to complain. In addition, if you are upset by the attitude or treatment of a customer service representative, you have a right to complain. Your first step may be to try to resolve the problem in person or over the telephone by asking to speak to a supervisor. Make sure you explain what relief or remedy you are seeking, and why you feel you are entitled to it.

If that doesn't work, send a letter of complaint to the store, company or manufacturer. Include copies of receipts, warranties, and dates of your conversations and meetings. Keep the originals and send the copies by certified mail, return receipt requested. If you don't receive a response, or it is not to your liking, you can file a customer complaint with the New Jersey Division of Consumer Affairs (DCA). If you have contracts, bills, receipts, letters or any other complaint-related paperwork, you'll need to mail copies to the DCA along with your complaint by certified mail, return receipt requested. Write your name in the upper left-hand corner of every page. This paperwork will become evidence to support your complaint. For more information about filing a complaint with the New Jersey Division of Consumer Affairs, visit their website at state.nj.us/lps/ca. You may also write to them at New Jersey Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, NJ 07101 or contact the DCA's Consumer Hotline at 973-504-6200 or 800-242-5846. You may also contact them via email at askconsumeraffairs@lps.state.nj.us.

If you paid for the purchase via a credit card, you may call the credit card company and challenge the charge, provided you do it within the required time limit.

Another possibility is to contact the Better Business Bureau (BBB)

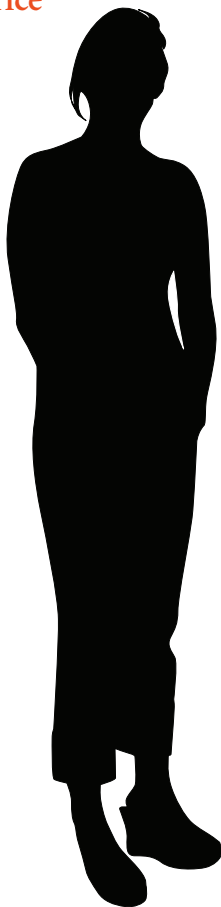
New Jersey Division
of Consumer Affairs
Office of Consumer
Protection
124 Halsey Street
P.O. Box 45025
Newark, NJ 07101

WEB
state.nj.us/lps/ca

CONSUMER HOTLINE
973-504-6200 or
800-242-5846

EMAIL
askconsumeraffairs@lps.state.nj.us

According to *Consumer Reports Buying Guide*, “a reasonable price for a vehicle is about four to eight percent over the... dealer’s costs, depending on how popular the model is.” Before you begin the bargaining phase, you should already know how much you should be paying for the vehicle and if it is in your price range.



and file a complaint against the company. The BBB will present your complaint to the business and try to resolve the problem. To find out more go to bbb.org.

When all else fails, if your claim is less than \$3,000, you can file a civil complaint in the small claims section of the Special Civil Part of the Superior Court. If the complaint involves more than \$3,000 but less than \$15,000, the case can be filed in the regular Special Civil Part of Superior Court. Claims over \$15,000 are heard in the Civil Division of the Superior Court. You can present your own case in Small Claims court, but you should consider hiring a lawyer to file other civil actions.

Buying a Car

Buying your first car may be the most significant purchase you make after reaching the age of 18. It can be both an exciting and confusing experience. You should be prepared to do a lot of research to find the right vehicle at the most affordable price.

You probably already have an idea of the type of car you would like. The first step is to get as much information about the models you’re considering and compare them. If you plan to buy a new car, you can begin with the manufacturer’s website. Another valuable resource is the magazine *Consumer Reports* (consumerreports.org). The ratings in *Consumer Reports* reflect more than 50 individual tests on the reliability, fuel economy, safety rating and safety features of each car. This information should allow you to narrow down your choice to two or three cars.

Once you’ve decided on the model and make of the car to buy, *Consumer Reports* recommends finding out what the dealer paid for the car (the dealer-invoice price) so you can negotiate a price upward from that number and not down from the sticker price (manufacturer’s suggested retail price or MSRP) you see on the car in the lot. The sticker price is what the salesperson would like you to pay. There are a number of car-buying websites to assist you including autoadvice.com, edmunds.com and carpricesecrets.com. Most of these sites give advice on how to negotiate buying a new car and what is a reasonable price to pay. According to *Consumer Reports Buying Guide*, “a reasonable price for a vehicle is about four to eight percent over the...dealer’s costs, depending on how popular the model is.” You can get free price quotes from other dealers online at cardirect.com. Before you begin the bargaining phase, you should already know how much you should be paying for the vehicle and if it is in your price range.

If you are fortunate enough to have an old car that you will be using as a trade-in, you should know how much it’s worth before you go to the bargaining table for a new car. You can learn the trade-in value of your car by visiting Kelley Blue Book’s website (kbb.com) or check your local newspaper’s classified ads and dealer ads for your exact make and model. Don’t discuss the trade-in allowance for your old car until you’ve

decided on the price for your new car. If you need the money from the sale of your old car for a down payment, you can sell it by yourself; however, if you feel it's a burden to have to advertise and sell the old car, then consider a trade-in allowance from the dealer that is subtracted from the price of the new car.

Another matter to consider before entering the bargaining phase is financing. Some car dealers offer zero-percent financing on certain models, or low rates on three-year loans only. Some require a minimum credit score rating to qualify or you have to go to the higher financing rate. You shouldn't buy a car you don't really want just because the financing is right. At the same time, you must be sure you can afford the monthly payment. According to *Consumer Reports*, "...Insist on negotiating one thing at a time. Your first priority is to settle on the lowest price you can get on the new vehicle. Only after you've locked that in should you begin to discuss a trade-in or financing."

Bring a friend or relative to accompany you during the bargaining process. Be careful about adding extras or optional accessories that you don't really need. Most new cars come with a three-year manufacturer's/36,000 mile warranty, whichever comes first. Extended warranties have a large profit margin, so if the car you're buying has a high reliability record, an extended service contract may not be worth the money. Sometimes your insurance company will offer an extended service contract. Study it carefully, noting what is and is not covered, how easy it is to file a claim, who can do the repairs, and if the contract can be transferred to the new owner if you sell the car.

No matter what happens, do not be rushed into anything. Sometimes, car dealers will say the price is only good for today or the next day. Don't be pressured into signing a contract for a car if you're uncertain about anything. Remember that when you sign your name to a contract you are liable for the car payments until the loan is paid off. If you don't make your payments, the finance company will repossess the car, sell it, but you will still be responsible for a large portion of the remaining balance. If you don't understand any part of the contract, ask for an explanation before signing it. If the dealer is pressuring you and you feel uncomfortable, get up and leave. There are other car dealerships out there who won't try to push you into something you really don't want.

Leasing a Car

Instead of buying a new car, you might consider leasing one. Your down payment and monthly payment may be lower if you lease and you may be able to afford a higher-priced, better-equipped vehicle, but there are restrictions when leasing. If you go over the annual mileage allowance, usually 12,000 to 15,000 miles per year, you will be charged for the extra miles at 15 to 25 cents per mile. You can purchase extra miles at the time you sign the lease, if you're sure you'll be going over the allotment.

No matter what happens, do not be rushed into anything. Sometimes, car dealers will say the price is only good for today or the next day. Don't be pressured into signing a contract for a car if you're uncertain about anything.

Whether you buy from a dealer or a private individual, the car must be given a careful inspection. Bring along a friend or relative who knows about cars. In addition, a professional mechanic should also inspect a used car before you buy it.

Be aware that if you end the lease early, there may be thousands of dollars in penalties. You must keep the car in good shape. When the lease ends you may have to pay to repair any damages (referred to as “excess wear and tear”). If the car is damaged in an accident, you are responsible for putting the car back into the mechanical and body condition it was in before the accident.

Buying a Used Car

Perhaps a more realistic option for you will be to purchase a used car. Buying a used car isn’t as risky a proposition as it used to be. Many cars now go well past 100,000 miles. *Consumer Reports* noted, “Used vehicles are often the best values you’ll find in the automotive market. This is especially true for late-model cars. Not only is the price lower than a comparable new car, but ownership expenses such as collision insurance and taxes are lower, and a used vehicle has already taken its biggest hit in depreciation. In addition, buying used is often a way to get a better-equipped vehicle than you’d be able to afford new.”

Whether you buy from a dealer or a private individual, the car must be given a careful inspection. Bring along a friend or relative who knows about cars. In addition, a professional mechanic should also inspect a used car before you buy it.

The test drive on a used vehicle is very important. You may be able to identify problem areas right away after driving the car for a half-hour or more. Listen for unusual sounds or strains. Check everything as you would in a new car. Try to find as much information as you can about the car’s past—was it a rental car or taxi, a repossession? Did it have any major damage that was repaired? You may wish to check with carfax.com to obtain a vehicle’s history, including how many owners it has had and how much mileage the car currently has as well as maintenance records for the vehicle.

According to New Jersey law, used car dealers are required to provide warranties on cars that sell for more than \$3,000, are less than eight years old, and have less than 100,000 miles. A car with 24,000 miles or less comes with a 90-day/3,000-mile warranty. Cars with less than 60,000 miles but more than 24,000 miles come with a warranty of 60 days and 2,000 miles, while the warranty is 30 days and 1,000 miles if the mileage is between 60,000 and 100,000 miles.

If you buy from a private owner, you may be able to get more history about the car’s past, but you are buying it “as is.” That’s why a professional mechanic’s inspection is very important. Be sure that the car is able to pass New Jersey state inspection standards.

If you need more information or have questions about your car’s registration, title, license plates, vehicle inspection, the point system, license renewal, replacement and corrections, contact the New Jersey Division of Motor Vehicles, go to www.njmvc.gov or call 888-486-3339.

New Jersey's Lemon Law

New Jersey's Lemon Law protects consumers that buy or lease new cars and also provide some protection for the purchase of used cars bought from a used car dealer. The Lemon Law does not cover cars bought privately from an individual.

New cars

You are protected under the New Jersey Lemon Law if you bought or leased a new car, and if in the first two years or in the first 18,000 miles, whichever comes first, your car has serious defects that have been subject to repair three or more times and the defects continue to exist, or if the car has been unusable or out of service for a total of 20 days within the two-year period. If the repairs are not completed within the time allowed, you are entitled to a refund under the law subject to required deductions for your use of the car. This law does not cover defects caused by an accident, vandalism or neglect.

It is very important that you keep detailed records of your attempted efforts at repairing the car. Save every repair order and make notes of all conversations with the manufacturer and dealer. The law requires that you receive detailed repair orders every time your car goes to the shop.

After the second failed repair attempt (or if the car has been out of service for 20 days) and before you take the car in for the final repair attempt, the Lemon Law states you must send a letter to the manufacturer, not the dealer, by certified mail, return receipt requested. You can get the address of the regional office of the manufacturer by contacting the Division of Consumer Affairs Lemon Law Unit at 973-504-6226.

The letter should state that you may have a Lemon Law claim and you will be giving them one last chance to fix the car within 10 calendar days of receiving the letter. Make a copy of the letter and file it in your records. Your return receipt will give you the exact date the letter was delivered to the manufacturer.

In the letter include citations to the New Jersey Lemon Law, the make, model, and vehicle identification number of the car, the purchase date, the name of the dealer and its address and phone number, the repair history with dates, the odometer reading, and description of the defects. Inform the manufacturer that if it cannot repair the vehicle, you want a refund of all money you paid for the car. Go to: www.state.nj.us/lps/ca/ocp/lemguide.htm for a sample letter and a guide to the New Jersey Lemon Law.

The manufacturer may offer you a replacement vehicle. You can refuse the replacement and demand a refund. If you are dissatisfied with the manufacturer's offer, you can request a hearing with the Division of Consumer Affairs Automotive Dispute Resolution Program. Some manufacturers have informal dispute settlement programs. If you use it and are not happy with the outcome, you can still request a hearing

It is very important that you keep detailed records of your attempted efforts at repairing the car. Save every repair order and make notes of all conversations with the manufacturer and dealer. The law requires that you receive detailed repair orders every time your car goes to the shop.

For more information about the New Jersey Lemon Law go to state.nj.us/lps/ca/ocp/usedlemon.htm or call 973-504-6226.



through the Division of Consumer Affairs.

If you want a hearing, contact the Lemon Law Unit, P.O. Box 45026, 124 Halsey Street, Newark, NJ 07101; 973-504-6226 to obtain a hearing application. When you send your application, you will also need to send copies of all letters, repair invoices, certified mail receipts, and a letter requesting a hearing before an administrative law judge in the Office of Administrative Law to the Lemon Law Unit. If your application is approved, you will pay a \$50 non-refundable fee and a hearing date will be set. A decision will be issued within 20 days of the hearing. If the decision is in your favor, you are entitled to a full refund plus attorney's fees, cost of vehicle repairs, and other related expenses. If the decision is not in your favor, you can file an appeal to the Appellate Division of the Superior Court.

Used cars

The Lemon Law for used cars in New Jersey requires used car dealers to give warranties on cars sold for more than \$3,000, and which are less than eight years old and have odometer readings of less than 100,000 miles. The duration of the warranty varies with the mileage on the vehicle when purchased. For more information about the New Jersey Lemon Law go to: state.nj.us/lps/ca/ocp/usedlemon.htm or call 973-504-6226.

Another alternative in resolving a dispute with a car manufacturer is to contact the Better Business Bureau Auto Line, which offers consumers free and impartial out-of-court resolutions either through a settlement agreement or arbitration hearing. You'll need to provide your name and address, vehicle identification number, make, model and year of the car, and a description of the problem. For more information, go to bbb.org/us/auto-line-lemon-law.

Car Insurance

There are many things that you need to know before you buy your first car. One major concern is the purchase of car insurance. Following is a helpful Q & A from an attorney well-versed in automobile insurance.

Q: Am I required to purchase automobile insurance?

A: Yes. The law of the state of New Jersey requires the owner of every automobile registered in this state to maintain insurance coverage. In order to prove that you are insured, your insurance company will issue you an insurance card. You must keep this insurance card in your glove compartment and give it to a police officer if you are involved in an accident or stopped for a moving violation.

If you do not purchase insurance for your car, you may be required to pay large fines, lose your license and registration, have your car impounded and even go to jail. If you are involved in an accident, you

may be personally responsible to pay for the damages sustained by anyone else who is injured. This means that your personal assets are at risk and your wages are subject to garnishment. If you are sued, you will have to hire your own attorney to represent you.

If you do not have insurance and you are injured in an accident, you will not be able to make a claim for your injuries and you will be required to pay for your own medical bills.

Q: How can I learn more about insurance companies?

A: You can learn more about insurance companies by contacting the New Jersey Department of Banking and Insurance (njdobi.org). The Department requires every insurer to produce a Buyer's Guide which provides general descriptions about how to shop for auto insurance; the types of policies available and the differences between them, the types of insurance coverage that are available, the policy terms including policy limits and deductibles, the availability of any options, and an explanation of any limitations on your right to sue. You can obtain a copy of the *New Jersey Auto Insurance Buyer's Guide* from the Department's website or you may call the Department of Banking and Insurance's hotline at 800-446-7467.

In addition, the Department of Banking and Insurance has adopted a Consumer Bill of Rights which discusses the duties of the consumer and the insurer concerning the application process, the consumer's rights to purchase insurance, the insurer's right to deny coverage, and the consumer's right to appeal the cancellation of insurance. The purpose of the Consumer Bill of Rights is to make you an educated insurance consumer.

Q: How do I apply for automobile insurance?

A: Some insurance companies sell automobile insurance through company agents or independent brokers. Some companies sell automobile insurance directly by telephone, by mail or on their websites.

First, you must notify your parent's insurance company as soon as you obtain your driving permit and when you obtain your driver's license. The addition of a new driver may increase the cost of your parents' insurance. If your parents permit you to drive their car without notifying the insurance company, the company may cancel their policy due to a material misrepresentation. It is important that you be added to their policy immediately so that you are fully insured if you are involved in an accident. Even if you go away to college, you are still considered to be a member of your parents' household and it is important that you be insured whether you are driving a family car or someone else's car.

Second, if you purchase a car that is registered in your name, you should ask your parents to include your car on the family policy with the *same coverage* that they have for themselves. Most insurance companies

WARNING:

If you do not purchase automobile insurance, you may lose your license or pay large fines.

Do not drive an uninsured car.

WARNING:

The risks of an automobile accident are serious. You should never purchase less insurance for your car than your parents have purchased for their car.

offer discounts for multiple cars, so it will probably cost less to add your car to your parents' policy than to purchase your own.

Third, if your parents do not want to include your car on the family policy, you should still talk to their insurance agent about purchasing a separate policy for your car. You should ask your friends who insures their cars and speak to their insurance agents. You can look for an insurance company in the yellow pages or search on the Internet. The New Jersey Department of Banking and Insurance has a list of insurance companies on its web site (njdobi.org).

Q: Is an insurance company required to accept my application?

A: An insurance company has the right to decide whom they want to insure based upon a number of factors including motor vehicle violations, suspensions and accidents. When you file your application, the insurance company will assign you "insurance eligibility points." Every new driver is assigned three points as an inexperienced operator. You can get additional points for speeding (four points), reckless driving (five points), an at-fault accident (five points), or driving under the influence (nine points).

If you have received seven or more points, the insurance company can refuse to accept your application. If so, you will be required to apply for insurance through the Personal Automobile Insurance Plan (PAIP). PAIP will assign you to an insurance company that will be required to offer you coverage. This type of "Assigned Risk" coverage will cost substantially more than the voluntary market; however, the rates are standardized and all companies must charge the same premiums.

After you speak to an insurance agent, you will be given an application for insurance. Some companies will speak to you by telephone and will mail you an application. Some companies will provide you with an application on the Internet.

The application will require you to provide some personal information such as your age, place of residence, school and employment. You will be required to provide information about your driving record including any moving violations and accidents. You will also need to provide the year and model of the car that you want to insure.

The insurance company will verify the information that you provide with the Motor Vehicle Commission. Any misrepresentations may result in the denial of coverage or the cancellation of coverage. You may also be subject to civil and criminal penalties.

Q: How do I select the type of insurance coverage that I want?

A: After completing the application, you will be provided with a Coverage Selection Form. The form will state what types of insurance

coverages are available and what limits you may purchase. You will be advised about any options (which are choices for additional coverage) or deductibles (which are the amounts of money that you are required to pay). The insurance company will give you at least three insurance scenarios that will provide a comparison of alternative choices of coverages.

The Department of Banking and Insurance provides an interactive Auto Insurance Purchasing Planner that will guide you through the coverage selections that you must make when purchasing a policy. You might want to review this planning guide and print out the types of coverage before you speak to an insurance agent or broker.

The insurance company will determine the premium for your insurance policy based upon the type and amount of coverage that you purchase and the risk that you will experience a loss. Some of the factors that affect the cost of automobile insurance include the type of vehicle insured (make, model, year and value); your geographic area (where you drive and where you garage your car); your driving record (accidents and moving violations during the past three years); your age, gender and marital status; and the use of your vehicle (personal or business use and daily miles to school or work). Some insurance companies will also look at your credit history as a factor in determining risk.

Q: How can I save money when purchasing automobile insurance?

A: You should ask your insurance company if you are eligible for any discounts that will save you money. Some companies offer discounts for multiple vehicles (insuring more than one vehicle on the same policy); vehicle safety features (such as anti-lock brakes, air bags, passive restraint systems and anti-theft devices); good students (those who obtain a 3.0 or B grade point average); and defensive driving courses (approved by the Motor Vehicle Commission).

Q: How do I pay for my insurance?

A: Once you purchase an insurance policy, your company may permit you to make payments on a monthly, quarterly, semi-annual or annual basis. You must submit all of your payments on time so that the insurance company **receives** your check by the date that the payment is due. If your payment is late, the company may cancel your policy or charge you a late fee.

Q: What kind of insurance coverage is available?

A: A “standard” automobile insurance policy includes many different types of coverage including the following:

- Liability coverage if someone makes a claim *against you* for his or her personal injuries or property damage to his or her car.
- Personal Injury Protection (PIP) coverage for the payment of *your*



medical expenses and loss of income.

- Uninsured Motorist Coverage if *you* are injured in an accident or your property is damaged by a person who is uninsured.
- Underinsured Motorist Coverage if *you* are injured in an accident or your property is damaged by a person who has less insurance coverage than you do.
- Collision coverage for property damage to *your car* caused by physical contact.
- Comprehensive coverage for property damage to *your car* caused by fire, theft or other reasons.

Q: What is liability coverage?

A: If you are involved in an accident and someone else is injured, the injured person may make a claim against you for monetary compensation. If a judge or jury finds that you caused the accident (in whole or in part), then you may be held responsible to pay monetary damages to the injured person including medical expenses, loss of income and pain and suffering.

You may protect yourself from having to pay a claim by purchasing liability insurance. If you do so, your insurance company will pay any monetary damages that you are required to pay up to your policy limit—the amount of liability insurance that you purchased. In addition, your insurance company will provide a lawyer to represent you if you are sued by someone else who is injured.

New Jersey law requires you to purchase liability insurance for bodily injury in the minimum amount of \$15,000 per person/\$30,000 per accident. This means that your insurance company will pay up to \$15,000 to any one person who is injured as a result of your negligence (carelessness). If more than one person is injured, your company will pay up to \$30,000 per accident. In addition, you are required to purchase property damage liability insurance in the amount of \$5,000 if you cause damage to someone else’s property.

Remember, the law **requires** you to purchase an automobile insurance policy with liability coverage. If you fail to do so, you may be personally responsible to pay for the damages sustained by a person who is injured in an accident caused by you. This means that your personal assets will be at risk. A sheriff could execute a levy to seize your assets and the court could garnish your income so that money will be deducted from your wages. A judgment is valid for 20 years so that even your future assets may be seized.

Q: Do I have the right to sue?

A: If you are injured in an accident involving another automobile, your legal right to make a claim or file a lawsuit



against the other driver will depend upon your choice of coverage. When you purchase your policy, you must choose either the “Limitation on Lawsuit Option” or the “No Limitation on Lawsuit Option.”

If you chose the “Limitation on Lawsuit Option,” you will not be able to sue or make a claim against the person who caused the accident for your pain and suffering (non-economic damages) unless your injuries include a displaced fracture or a permanent loss of function of a body part. If you select the “No Limitation on Lawsuit Option,” you may make a claim or sue for any injury.

The “No Limitation on Lawsuit Option” provides you more insurance coverage but costs more money. The “Limitation on Lawsuit Option” costs less money but may provide you with no coverage if you are injured in an accident.

Q: What is Personal Injury Protection (PIP) coverage?

A: If you are injured in an accident, your own insurance company will pay your medical bills and some of your loss of income, regardless of who caused the accident. PIP coverage includes medical expenses up to \$250,000 and loss of income up to \$100 a week for 52 weeks. If you earn more, you can purchase additional income continuation benefits up to \$700 a week for 104 weeks.

Q: What is uninsured motorist coverage?

A: Even though the law requires the owner of every automobile registered in New Jersey to purchase an insurance policy, some people do not. What happens if you are injured in an accident that was caused by the driver of an uninsured automobile?

Your automobile insurance policy includes an endorsement for uninsured motorist coverage. This means that your own company will pay any monetary damages that you would have been legally entitled to recover from the uninsured driver—up to your own policy limit.

New Jersey law requires you to purchase uninsured motorist coverage with minimum limits of \$15,000 per person/\$30,000 per accident. Your insurance company is required to offer you uninsured motorist coverage with limits up to \$250,000 per person/\$500,000 per accident or \$500,000 single limit (but not to exceed your liability limits).

If you chose the “Limitation on Lawsuit Option,” you will not be able to sue or make a claim against the person who caused the accident for your pain and suffering (non-economic damages) unless your injuries include a displaced fracture or a permanent loss of function of a body part. If you select the “No Limitation on Lawsuit Option,” you may make a claim or sue for any injury.

If you must insure your own car, you should purchase a “standard” automobile insurance policy. A standard policy will include bodily injury liability and uninsured motorist coverage of \$15,000 per person/\$30,000 per accident and property damage liability coverage of \$5,000. Most people feel that insurance in the minimum amount is *not adequate* to protect their assets if a claim is made against them or to provide them with compensation if they are injured.

Q: What is underinsured motorist coverage?

A: The law requires the owner of every automobile registered in the state of New Jersey to purchase an automobile insurance policy with minimum liability limits of \$15,000 per person/\$30,000 per accident. If you are injured in an accident with a person who is legally insured with a minimum policy, the largest amount of monetary damages that you can obtain from the other person’s insurance company is \$15,000.

The law permits you to insure yourself for a greater amount of money if you are injured in an accident that is caused by a person who is legally insured with a small policy limit. You can purchase underinsured motorist coverage from your own insurance company that will allow you to recover monetary damages for your own injuries up to the policy limit that you select.

Your insurance company is required to offer you underinsured motorist coverage with limits up to \$250,000 per person/\$500,000 per accident or \$500,000 single limit (but not to exceed your liability limits). If you are injured in an accident, the other person’s automobile insurance will pay you monetary damages up to his or her liability limit. If you are entitled to a greater amount of money to compensate you for your injuries, your own insurance company will pay your monetary damages up to the amount of your underinsured motorist coverage.

Q: What is collision coverage?

A: A collision is an accidental impact with another vehicle or an object. You may purchase insurance to pay for any property damage to *your* automobile caused by a collision, whether the accident was caused by you or someone else.

If you purchase collision coverage, you will automatically receive a \$750 deductible. This means that you will be required to pay the first \$750 of the cost of the repair of your car, which will be deducted from the amount of money that your insurance company will be required to pay.

Q: What is comprehensive coverage?

A: Your automobile may be damaged by causes other than a collision such as fire, theft, hail, vandalism, breakage of glass or contact with a bird or animal. You may purchase comprehensive insurance to pay for any property damage caused by any of these circumstances. If you purchase comprehensive coverage, you will automatically receive a \$750 deductible.

Q: How much insurance should I buy?

A: You should talk to your parents and their insurance agent about listing your car on their insurance policy. If you do so, you should purchase the same insurance coverage that your parents have purchased for themselves.

If you must insure your own car, you should purchase a “standard” automobile insurance policy. A standard policy will include bodily injury liability and uninsured motorist coverage of \$15,000 per person/\$30,000 per accident and property damage liability coverage of \$5,000. Most people feel that insurance in the minimum amount is *not adequate* to protect their assets if a claim is made against them or to provide them with compensation if they are injured. In order to provide more protection, most people purchase liability, uninsured and underinsured motorist coverage in the amount of \$100,000 per person/\$300,000 per accident; however, some people purchase more coverage up to a single limit of \$500,000.

In addition, a standard policy provides Personal Injury Protection (PIP) coverage with medical expense benefits up to \$250,000. Your insurance company can offer you the option of reducing your medical expense coverage to as low as \$15,000; however, the amount of savings does not justify this loss in benefits.

Also, a standard policy provides Personal Injury Protection (PIP) coverage with loss of income benefits up to \$100 a week for 52 weeks. However, you may purchase additional coverage up to \$700 a week for 104 weeks. If you are employed, you should purchase income continuation benefits up to 75 percent of your weekly income.

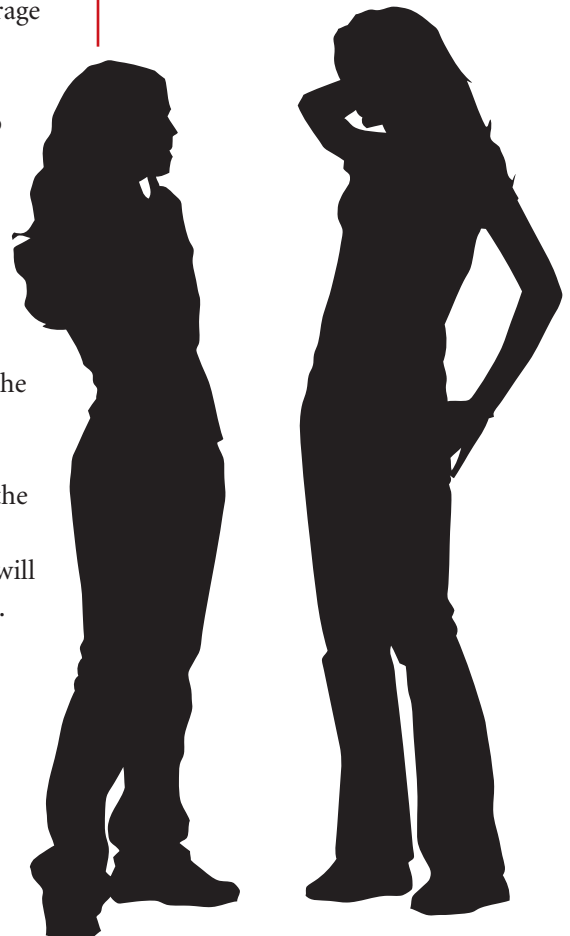
You are not required to purchase collision or comprehensive coverage to pay for damage to your own car. Some people with older cars feel that it is not worth the cost for this type of insurance because they will not repair the car if it is damaged. Remember, however, if you do not purchase collision or comprehensive coverage, your insurance company will **not** pay any money to repair or replace your car.

If you purchase collision or comprehensive coverage, you will automatically receive a \$750 deductible. You may decrease the deductible to reduce your personal risk but this option will increase the cost of your insurance. You may increase the deductible to reduce the cost but this option will increase your personal risk in the event that your car is damaged.

The ownership of an automobile is a serious undertaking with serious risks and obligations. If you purchase a car, you must accept the responsibility to purchase an automobile insurance policy that will provide you adequate coverage if you are injured in an accident and will protect your assets (now and in the future) if someone else is injured. Choose your car and your insurance wisely.

WARNING:

Do not purchase a policy with less than \$250,000 of medical expense benefits.



CHAPTER 7

Rules of New Jersey Roads

Driving while under the influence of alcohol, at any age, is not only illegal, it is dangerous and could be fatal. For persons under the age of 21, however, there is a zero tolerance law, which means that any licensed driver under 21 who operates a car with a blood alcohol concentration of .01 percent or more will have his or her license suspended.

According to the New Jersey Motor Vehicle Commission, “driving is a privilege—not a right. All drivers have important legal responsibilities.” The New Jersey Driving Manual lists specific infractions that may cause you to lose your driving privileges. These include failing to provide proof of insurance, drug or alcohol use, repeated traffic violations, reckless driving, being at fault in a fatal accident, failing to appear in court and driving while your license is suspended. If you are stopped by a police officer while driving, pull off to the right side of the road in a safe area, turn off your engine, put on your four-way flashers and wait for the police officer to talk to you. The officer will most likely ask to see your driver’s license, proof of insurance and car registration.

Drunken Driving

It is illegal for anyone under the age of 21 to possess, purchase or consume alcoholic beverages in the state of New Jersey. Driving while under the influence of alcohol, at any age, is not only illegal, it is dangerous and could be fatal. For persons under the age of 21, however, there is a zero tolerance law in New Jersey, which means that any licensed driver under 21 who operates a car with a blood alcohol concentration (BAC) of .01 percent or more will have his or her license suspended. For those 21 and older, the BAC must be .08 percent or higher for it to be illegal. BAC is measured by a breath test, blood test or urine test.

If you are under 21 and your BAC is above .01 percent, your driving privilege will be automatically suspended for seven to 12 months. In addition, you can be fined from \$300 to \$500, you can spend 12 to 48 hours in an Intoxicated Driver Resource Center (IDRC), go to prison for up to 30 days, and pay additional fees of \$350 and a surcharge of \$1,000 a year for three years. If you’re 21 or older and your BAC is between .08 and 10 percent, your license will be suspended for three months. In

addition, you will have to pay a \$250 to \$400 fine, spend 12 to 48 hours in an IDRC and you also may be jailed up to 30 days. You will also have to pay additional fees of \$350 and a \$1,000 surcharge for three years.

Your vision, reaction time and judgment are impaired by alcohol. If a police officer pulls you over because you appear to be under the influence of alcohol by driving erratically, the officer can administer a breath test to determine your BAC. Under the Implied Consent law of New Jersey roadways, you must submit to a breath test by a police officer. If you refuse to do so, you are subject to fines and suspension of your license, and failure to pay can result in an indefinite suspension of your license.

A single drink of beer or wine can affect your ability to drive a car and raise your BAC. Your blood alcohol concentration is determined by the number of drinks you've had, your body weight, how fast the drinks were consumed, and how much food you ate. The BAC of a large man will be less than a small woman even if they drank or ate the same amount. Eating, if you have been drinking heavily, will not make you sober. Time has to pass to allow the alcohol to pass through your system.

If you have consumed alcohol at a party or social function, arrange with your friends for a designated driver, take the bus or call a cab. Don't take the chance of driving and injuring yourself or an innocent person. If you are under 21 and you buy alcohol using a fake ID and drink that alcohol, you can be arrested and charged under a disorderly persons offense, even if you are not driving. You can be fined up to \$1,000, be put on probation and have your driver's license and your driving privileges taken away for six months.

It is also against the law to drive in New Jersey while under the influence of illegal drugs. Even many legal prescription drugs may cause drowsiness or dizziness while driving. Never mix alcohol with medications, since this can also impair driving skills and judgment. If you are ever pulled over for erratic driving and you explain that it must be your medication, you must show proof of the prescription.

If You Are Involved in an Accident

If you have an accident or are involved in a collision with another vehicle, stop the car immediately without being a danger to other traffic. Check to see if anyone is hurt, and if necessary, call an ambulance right away. Then call the police and report the accident. Use hazard lights to warn oncoming traffic.

If you are involved in an accident resulting only in damage to a vehicle or property, you must exchange information with the owner of the vehicle or property that was damaged. Obtain the other driver's name, address, driver's license ID number, license plate number, vehicle identification number and registration, the name of his or her insurance company, and the policy number. Try to get the names and telephone numbers of any witnesses to the accident.

A single drink of beer or wine can affect your ability to drive a car and raise your BAC—determined by the number of drinks you've had, your body weight, how fast the drinks were consumed, and how much food you ate.



New Jersey is one of 15 states plus Washington, D.C. that restrict the use of cell phones by making it illegal to use a hand-held wireless telephone while operating a car. In 2008, driving while on a hand-held cell phone was made a primary offense. This means that a police officer needs no other reason to pull you over than the violation of this law, which carries a \$250 fine.

Remain at the scene until a police officer arrives and tells you that you can leave.

Hit and run is a crime in New Jersey. If you are knowingly involved in an accident resulting in injury or death to any person, and you flee from the scene of the accident, you can be fined thousands of dollars and imprisoned for up to six months or both. If you hit an unattended car or property that results in any damage, first try to locate the owner of the car or property and exchange information; otherwise, leave a note with your name and number, or notify the police. If you leave the scene of this kind of accident, you can be subject to fines, possible imprisonment and the loss of your driving privileges for six months.

Cell Phones and Driving

Cell phone usage while driving is dangerous. Drivers take their eyes off the road when dialing or sending and reading text messages. Many become so absorbed in the conversation, they forget to concentrate on their driving.

New Jersey is one of 15 states plus Washington, D.C. that restrict the use of cell phones by making it illegal to use a hand-held wireless telephone while operating a car. In 2008, driving while on a hand-held cell phone was made a primary offense. This means that a police officer needs no other reason to pull you over than the violation of this law, which carries a \$250 fine. New Jersey drivers can legally use a hands-free wireless phone if it does not interfere with the safe operation of the car.

CHAPTER 8

Life and Death Decisions

At your age you may feel it is too soon to draw up a will or think about end-of-life decisions such as having a living will. The truth is that it is never too soon to think about what it is you want.

Wills

If you own property or other assets or if you're married with or without children, you should have a will. A will is a document that states how you want your property, bank accounts, and personal effects distributed after your death. If you have children and are the sole parent, the will should name the guardian of any underage children. The will should also name who is to be your executor, the person carrying out the directions in the will, usually a trusted family member. A will should also include your wishes as to burial, and any donations (bequests) made to charities.

If you are 18 years of age or older, you can make a will, provided you are a competent person of sound mind, and the document is signed in the presence of two witnesses, who also sign. A "self-proved" will is recommended, and requires you and the two witnesses to answer questions and sign before a notary public. Some banks offer free notary public services, while others charge small fees. If two people do not witness the will, it will be more difficult to admit the document to probate. To avoid any issues, make sure you have two witnesses.

The will should be revised when your circumstances change such as when you marry, divorce, give birth to or adopt a child, or if you acquire a large amount of money or property. Minor changes that you add to the will are called codicils. If the changes are major, you should have a completely new will prepared, which will revoke the older one. If you die and don't have a will, then you die "intestate," and New Jersey law will determine how your assets and property will be distributed. For example,

If you are 18 years of age or older, you can make a will, provided you are a competent person of sound mind, and the document is signed in the presence of two witnesses, who also sign.



if you are single and have no children, your estate will go to your parents. If they're not alive, the estate will be equally split between your brothers and sisters, or other family members. If you are single and have children, your entire estate will go to the children with a court-appointed guardian, who is usually the surviving parent.

It is recommended that you consult an estate planning attorney to make a will. Once your will is signed and witnessed, it should be kept in a safe deposit box at your bank or a safe place at home. If you have a safe deposit box, you need to make arrangements for your executor to have access to the box.

Power of Attorney

A power of attorney is a document that gives authority to another person, not necessarily a lawyer, to act on your behalf. By signing a power of attorney, you are not giving up your right to act for yourself. A general power of attorney allows someone to act for you for broad financial purposes. A limited power of attorney allows someone to act in your place on a particular financial or business transaction and has an expiration date. A durable power of attorney is one that stays in effect even if you become incapacitated or unable to manage your own affairs. Since a durable power of attorney takes effect right away, only a completely trustworthy individual should be given this power. A springing power of attorney doesn't become effective until you are disabled or incapacitated, but doctors and family members may disagree as to when this occurs and the resolution of this issue may end up in court. An estate planning attorney can draw up a power of attorney form.

Living Wills

Living wills are also referred to as advance directives for health care, instruction directives, or medical powers of attorney for health care. A living will contains medical instructions for your care when you are unable to or cannot make those decisions for yourself. You can write out in advance what medical treatments you want to have performed and what you don't want to have performed. Even though you are a young adult, you may have a serious injury or illness that prevents you from making health decisions on your own. A living will is a legal document that will help make your wishes known but is not a guarantee that your wishes will be respected. You may want to choose an individual to be your representative (medical power of attorney for health care) and discuss your feelings and preferences now before a situation arises when you cannot.

In your living will, you should clearly state whether you want artificially provided fluids and food (such as a feeding tube), whether you want cardiopulmonary resuscitation if your heartbeat or breathing stops, and whether you want your life prolonged by artificial means, if

you are in a state of permanent unconsciousness, in which you cannot interact with others or experience pain or pleasure. A persistent vegetative state, irreversible coma, or brain death are conditions in which patients can be kept alive for years on machines. A terminal illness may cause terrible pain and suffering, and you can choose to write a Do Not Resuscitate Order to your doctor to stop CPR attempts. You should also state whether you want to donate your organs and tissue for transplants after your death. Your decisions about these situations should be clearly noted in your living will.

Your living will should be signed by you in the presence of two witnesses, who also sign the document. It is recommended that the document be notarized to ensure that doctors or medical personnel in an emergency situation accept it as legitimate. Once the living will is signed and notarized, be sure to give a copy to your doctor, family members, and the local hospital (or other medical facility) you're likely to use. Put a card in your wallet stating you have a living will and include a name and number where someone can get a copy in case of an accident or emergency.

The New Jersey Department of Health and Senior Services has a webpage devoted to questions regarding advance directives that will answer many of your questions. An estate planning attorney can prepare a living will. Another booklet, *Advance Directives for Health Care*, is available free of charge in English and Spanish by calling the New Jersey Department of Health and Senior Services hotline at 800-367-6543 or 609-292-7837.

A living will contains medical instructions for your care when you are unable to or cannot make those decisions for yourself. Even though you are a young adult, you may have a serious injury or illness in which you cannot make health decisions on your own.

CHAPTER 9

The New Jersey Court System

It is through the municipal court system, which has limited jurisdiction within the boundaries of New Jersey cities and towns, that you may have your first contact with the judicial system. Disorderly and petty disorderly persons offenses, traffic cases, and municipal code offenses are heard in municipal courts. These can include motor vehicle and parking tickets, minor offenses like simple assault and writing bad checks under \$200, or building code and fish and game violations. New Jersey municipal courts try to decide cases within 60 days if possible. Municipal court decisions may be appealed within 20 days to the Superior Court, Law Division at the county level, where a Superior Court judge reviews the transcript of the hearing, hears from the parties in the case and then makes a decision. All of the state's 21 counties have Superior Courts with jurisdiction to hear family law matters, criminal and civil law cases. Family-related matters such as divorce, domestic violence, child support, and juvenile delinquency cases are held in the trial courts of the Family Division. Serious crimes such as murder, assault, theft and robbery are tried in the Criminal Division of the county's Superior Court.

Disputes claiming injury and seeking monetary compensation are conducted in the Civil Division where cases dealing with car accidents, medical malpractice and landlord-tenant issues are heard. Where a civil case is heard depends on the amount of money being sought by the plaintiff (the person who brings the legal action).

Cases dealing with more than \$15,000 in damages are heard in the regular Civil Division of the Superior Court. Cases seeking damages in the amount of \$3,000 to \$15,000 are heard in the Special Civil Part of the Civil Division. Those cases dealing with damages of less than \$3,000 are heard in the small claims section of the Special Civil Part of the Civil Division and are known as small claims cases.

Cases where injunctive relief is sought are heard in the General Equity Division of Superior Court. These courts handle labor issues and house foreclosures, and issue emergency restraining orders in domestic violence or stalking/harassment cases.

Small Claims Court

You can file in small claims court if your damage claim is less than \$3,000. In small claims court, you can present your case before a judge without a lawyer and the judge will make a decision based on the evidence presented by the parties. This is a quick, inexpensive and less formal way to resolve a civil matter when the amount at issue is relatively modest. Examples of cases heard in small claims court include a landlord being late in returning your security deposit, a plumber doing a faulty job repairing your sink and refusing to correct the situation, or an uninsured driver backing into your gate and destroying it. Written contracts or agreements, documents, letters, photographs and even notarized statements by witnesses will help to prove your case before the judge.

A judgment can be appealed by the defendant within 45 days in the Appellate Division of Superior Court. Whereas the cost to file in small claims court is small, appealing a judgment may cost a few hundred dollars (depending on the county). If it is not appealed or paid, the plaintiff can collect the judgment by taking part of the defendant's wages (called garnishing) or attempting to execute on the defendant's property.

Other New Jersey Courts

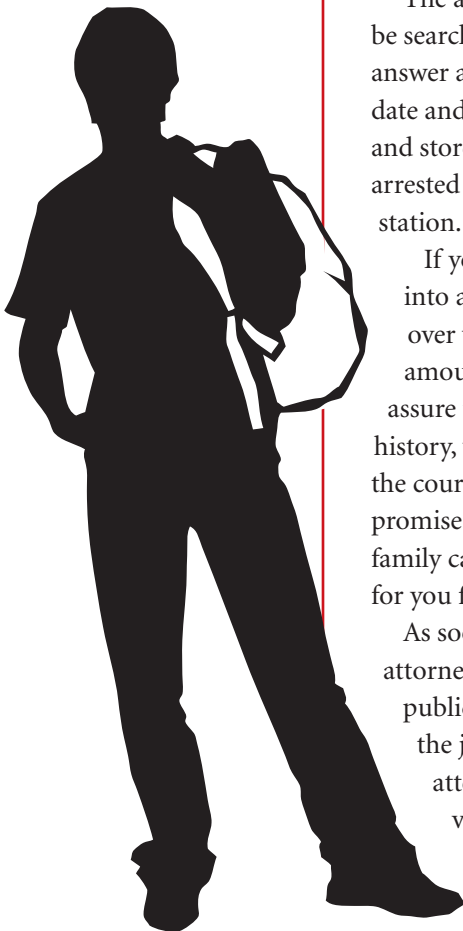
The 12 judges of the Tax Court of New Jersey hear appeals of tax decisions made by County Boards of Taxation and the Director of the Division of Taxation. The 33 judges of the Appellate Division of the Superior Court sit in panels of two and three judges throughout the state to hear appeals from the trial courts, the tax court, and state agencies.

The highest court in the state is the New Jersey Supreme Court, which sits in Trenton, the state capital. There are six associate justices and one chief justice who review decisions of the lower courts and issues often dealing with the constitutionality of laws passed by the state legislature.

If You Are Arrested

Remember these constitutional rights: You have the right to remain silent and not answer questions from the police or anyone else. You have the right to be represented by an attorney of your own choosing or if you are charged in a serious municipal court matter or a criminal matter, you have the right to be assigned an attorney by the court. You are presumed innocent until proven guilty by the state beyond a reasonable doubt. You can testify or not testify on your behalf (and your decision not to testify may not be used against you). You can call witnesses to testify on your behalf. You have the right to cross-examine all witnesses against you. You





have the right to a speedy trial. You may be stopped by the police only based upon a reasonable suspicion that you have committed an offense. The constitution requires a warrant to search you or your property except for some exceptions such as a search incident to an arrest, a search by your consent, or an emergency exists, or contraband is in plain view. A search warrant is issued by a judge only if there is probable cause to believe that an offense is being committed.

Arrest warrants are not required if the police are making an arrest for an offense committed in their presence. Resist the arrest in any way and you will be restrained by force and charged with resisting arrest, an additional offense. It is not a defense to the charge of resisting arrest that you were illegally arrested. As long as the officer was in uniform or announced that he was an officer, you must submit to the arrest. You can argue to a judge later that you were unlawfully arrested, but the law allows for no resisting at all with the officer on the scene, whether he was right or wrong.

Once you are arrested and under restraint, the police cannot use additional force and they must advise you of your constitutional rights under the Miranda rule. You have the right to remain silent and to have an attorney. Don't say anything more until you have contacted an attorney. If you can't afford an attorney, ask the court to appoint one from the Office of the Public Defender. Remember, whatever you say out loud voluntarily can and will be used against you later in court.

The arresting officer will drive you to the police station where you will be searched, fingerprinted and photographed. You are not required to answer any questions other than to provide your name, address, birth date and other vital statistics. Your personal property will be taken away and stored, and returned to you when you are released. If you are arrested for a minor offense, you may soon be released from the police station.

If you have been arrested for a more serious charge, you will be put into a holding facility, possibly in the county jail, until a judge looks over your case. Adult offenders are entitled to bail, which is an amount of money or property which a judge determines sufficient to assure that you will return to court as noticed. If you have no criminal history, you may be released on your own recognizance. This means that the court trusts you to return at a later date on your own if you sign a promise to appear. If a monetary amount of bail is set, you or your family can pay the bail, or get a professional bail bondsman to post bail for you for a fee.

As soon as possible after arrest, you should try to hire your own attorney. If you can't afford one, you should apply to the court for a public defender. An attorney will speak to the police or appear before the judge and speak on your behalf. It is not advised that you attempt to speak on your own behalf. The police and courts are very sophisticated in the law. Unless it is a minor traffic ticket, try

to get an experienced attorney as soon as possible.

New Jersey offenses are classed as either indictable or disorderly persons offenses. Indictable offenses are required to be presented to a grand jury, which determines probable cause to bind the case for trial. If charged with an indictable offense you will be entitled to be tried by a jury of your peers. Indictable charges have penalties of 18 months in prison and up. Disorderly offenses are under the jurisdiction of the municipal court and do not require a grand jury and do not entitle you to a trial by jury. Disorderly offenses are usually punishable by six months in jail and a fine of \$1,000. Petty disorderly offenses are punishable by 30 days in jail and a \$500 fine.

If the case goes to trial, the prosecution will present its case against you first, calling and questioning witnesses under oath, whom your attorney can also question. When the prosecution rests its case, your attorney presents your case, calling and questioning witnesses on your behalf. The prosecution can also cross-examine your witnesses. Whether you choose to testify on your behalf is a decision that should be made by you and your attorney. After the defense rests its case, both sides have a period of time to directly address the jury or judge, called the closing argument. If the jury or judge finds you guilty, your attorney can appeal the decision within 45 days after conviction in an indictable case or within 20 days if it was heard in municipal court.

Finding an Attorney

If you are arrested and you know an attorney, contact him or her immediately. Even if the attorney cannot represent you, he or she may be able to refer you to someone who can. If you don't know an attorney, perhaps a friend, neighbor, or relative knows one and can get you a referral.

Your county bar association also may be able to offer a referral. There is a Lawyer's Guide in the Yellow Pages which lists attorneys in alphabetical order and by areas of concentration (i.e., criminal law, divorce and family law, DWI (driving while intoxicated), traffic law and personal injury). Today, there are also many Internet resources to find an attorney.

Some lawyers may contact you directly. It is advised that you choose your lawyer very carefully. For civil matters, Legal Services of New Jersey provides free legal assistance to low-income people. Call its hotline at 888-LSNJ-LAW (888-576-5529) for more information or look it up in the white pages to find a number and location nearest you.

Discuss the lawyer's fees and get them in writing. Your lawyer is your legal representative and will confer and discuss your case in detail, gather information, interview witnesses, study previous case law relating to your situation, advise you as to your choices and what your best course of action would be. Your lawyer will prepare and present the legal arguments in court, negotiate any possible resolution of the charges, and

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appeal the verdict, if necessary. Remember that under the attorney-client privilege, what you say to your lawyer is strictly confidential.

Alternative Dispute Resolution

Alternative Dispute Resolution (ADR) can be a less time-consuming, less costly, and more efficient method for resolving a civil dispute or disagreement than going to court. The objective of alternative dispute resolution (ADR) is to get both sides involved in solving their differences and reaching an agreement without the formalities of appearing before a judge in a courtroom.

Mediation is a type of ADR that uses a neutral third party to help the two parties in dispute sit down in a more relaxed surrounding and discuss the issues until a mutually agreeable solution is reached. Neighborhood disputes between individuals or groups are often resolved in mediation, as are divorces. The mediator is like a referee who lets each side talk about what's bothering them and what they would like to see resolved. The mediator encourages compromises and give-and-take between the two parties.

Arbitration is another form of ADR that also uses a neutral third party or multiple third parties, but instead of trying to facilitate an agreement between the two parties, the arbitrator (or arbitration panel) acts as a judge and imposes a decision on the participants. The arbitrator hears the issues as presented by both sides, and then makes a decision, an often faster process than awaiting a decision from a court.

If you are interested in pursuing mediation or arbitration, call your county courthouse and inquire if there are Alternative Dispute Resolution services available. You may also call the New Jersey Association of Professional Mediators at 800-981-4800, or check the *Yellow Pages* under mediation services.





About the New Jersey State Bar Foundation

The New Jersey State Bar Foundation, founded in 1958, is the educational and philanthropic arm of the New Jersey State Bar Association. The Foundation is committed to providing free legal education programming for the public. Programs provided by the Foundation include seminars on such topics as wills, divorce, taxes, retirement planning, disability law and health issues; mock trial programs for students in grades K to 12; and training sessions for teachers on the topics of conflict resolution, peer mediation, character education and teasing and bullying prevention. Publications geared for the public include *Law Points for Senior Citizens (Second Edition)*; *AIDS and the Law in New Jersey*; *Disability Law: A Legal Primer (Fifth Edition)*; *Domestic Violence: The Law and You*; *A Basic Guide to Personal Bankruptcy*; *Starting and Succeeding with a New Business: A Primer for the New Entrepreneur*; and *Residential Construction and Renovation: A Legal Guide for New Jersey Homeowners*. School-based publications available through the Bar Foundation include *Bill of Rights Bulletin*; *Constitutionally New Jersey*; *Historical Documents of New Jersey and the United States*; *What You Need to Know About Plagiarism*; *The Legal Eagle*; *Respect*, a newsletter about tolerance and diversity; and *Students' Rights Handbook (Third Edition)*, which is cosponsored with the American Civil Liberties Union-New Jersey. All of these publications may be downloaded from our website; in some cases hard copies are available. For more information on these publications or any Foundation program, visit the New Jersey State Bar Foundation online at njsbf.org.