

On Your Own



**A short guide to your legal rights
and responsibilities as an adult**

Maine State Bar Association
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On Your Own is also available for download in PDF format at the MSBA's website: www.mainebar.org.

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CONTENTS

INTRODUCTION..... 2

BEING A CITIZEN 3

LIVING IN AN AGE OF TERRORISM 7

CONTRACTS 9

COLLEGE, MILITARY, A JOB 11

RELATIONSHIPS 19

LIFE AND DEATH MATTERS 26

APARTMENTS OR HOUSES..... 29

MONEY MATTERS..... 36

CREDIT RATINGS, SMART BUYING 41

WARRANTIES..... 44

PROTECTING YOUR GOOD NAME 45

SPECIAL CONSUMER PROBLEMS..... 48

WWW.MAINEBAR.ORG 54

CARS, REPAIRS, RULES OF THE ROAD 54

IF YOU ARE ARRESTED 65

THE COURTS IN MAINE 69

ALTERNATIVE DISPUTE RESOLUTION... 72

FOR MORE INFORMATION 73

SPONSORS 75

INDEX 78

INTRODUCTION

Turning 18 gives you certain rights you didn't have before—as well as certain new responsibilities.

At age 18, for example, you can vote, make a will, sue in your own name, make a contract (to buy a car, rent an apartment, take out a loan, for example), obtain medical treatment without parental consent, be completely independent from parental control, and apply for credit in your own name.

At the same time, being an adult means that any criminal charges against you are tried in adult criminal court rather than juvenile court, your parents are no longer required to support you, you may be sued by others on contracts you made, you are eligible for jury duty, and (if you are a male) you are required to register for a possible military draft.

As you prepare to set out on your own, there are aspects of the law that you may want to know about—and should know about. For instance, have you ever wondered what you should do if you have a car crash? What your rights are if you're arrested? What you should look for in buying a used car? What your legal obligations are if you get married? This booklet gives you some answers from lawyers who practice law here in Maine. We know we can't answer all the questions you're likely to have, but we hope we've answered the important ones.

The rights and responsibilities explained in this booklet are your legal rights and responsibilities. But just knowing them is not



enough—using them sensibly will help you get along even better. Practical advice in books and magazines, and from adults whom you trust, combined with a knowledge of your rights and responsibilities, will take you far. We can't cover it all, but we hope we've given you a solid start.

Remember: this booklet offers legal information, not legal advice. We make every effort to ensure the accuracy of the information and to clearly explain your options. However, we do not provide legal advice (explaining the application of the law to your individual circumstances). For legal advice, you should consult an attorney.

BEING A CITIZEN...



You are a United States citizen if:

- You were born in the United States or one of its territories (such as Puerto Rico);
- You were born abroad, both your parents are U.S. citizens, and at least one of them has lived in the United States;
- One of your parents is a U.S. citizen and that parent lived at least five years in the United States, with at least two of those five years occurring after the parent's 14th birthday; or
- You have completed the Immigration and Naturalization Service (INS) naturalization process.

You are eligible to be naturalized and become a U.S. citizen if you are a permanent resident and you have a valid alien registration card (a "green card") and you have lived continuously in the United States for at least five years. In addition, you must be of good moral character; have

an understanding of U.S. history and civics; be willing to take an oath of allegiance to the United States; and can read, write, and speak English.

Qualifying as a voter

When you turn 18, you are old enough to vote, but you can complete a voter registration application when you are 17. In Maine, you can register as late as the day of an election, at your town or city hall. When registering to vote nine business days before an election, or on election day, you must register in person and show proof of identity and residency, such as a driver's license or mailed envelopes addressed to you at your home. In addition to being 18 or older, you also must be a resident of Maine and a citizen of the United States.



A Right and Privilege

Voting is one of the most important contributions you will make to your community as an adult American citizen. Your vote helps to determine who makes decisions that affect our daily lives and how our tax dollars are spent. Your vote carries the same weight as the vote cast by the governor of Maine or the president of the United States.

Residency Requirement

You can only register to vote in the municipality where you have established residency.

Your residence is the place that you consider to be your “fixed and permanent home.” You can meet the residency requirement for voting whether you live in a house, a shelter, park, or highway underpass. You change your residence when you move to a place you intend to stay. You can only have one residence at a time.

If you are temporarily away, you may still keep your residence in Maine, and register to vote in Maine. Whether you are traveling around the world, working in Ohio, or attending college in Texas, you can vote in Maine if you remain a Maine resident. However, if you are a student, you have the right to register in the municipality where you attend school, if you have established residency there. Students must meet the

same residency requirements as all other potential voters, but may not be asked to meet any additional requirements.

For more information about residency, absentee ballots, or voting, call your city or town clerk, or the Secretary of State's Office (624-7650), or visit the Secretary of State's Web voter page at <http://www.state.me.us/sos/cec>.

Registration

Registering to vote in Maine is very easy, and there are several ways to do it.

You can always register at your city or town hall or by requesting a registration form and returning it by mail. You also can register at the Motor Vehicle branch office when you go to get your license or register your car. You may also register at armed forces recruitment offices, public high schools, and through most state and federal social service agencies. The registration form is simple, but all of the items on it must be completed.

When you register, you can also enroll in a political party. You do not need to join a party in order to register. You must be enrolled in a party, however, if you want to participate in its primary election, caucus, or convention.

Where to Vote

Every town and city has its own places where people vote. Call your town or city hall to find out where these polling places are. They open between 6 and 10 a.m., depending on the size of the town. Local officials can give you the exact opening time for your community. However, all polling places close at 8 p.m. on election day.

You don't have to go to a polling place on election day to cast your vote. Absentee ballots allow you to vote whether you are out of state or feeling too ill to get to the polls. Absentee ballots are available about 45 days before the election. Call your town or city clerk, who can mail a ballot to you, or tell you about having a ballot picked up and delivered to you.

How to Vote

At the polling place, you will be asked for your name by a poll worker who will check it against a list of registered voters, and give you

a ballot. You may be asked for identification if you have not previously registered. If you need help understanding how to mark the ballot, the poll worker will provide it, and if you make a mistake marking your ballot, you can exchange it for a replacement ballot. If you are visually impaired or physically disabled, you can receive assistance in marking your ballot. If you are standing in line waiting to vote at the time the polls close, you can still register and vote. If you make a mistake, you can get a replacement ballot.

Holding public office

While you are at city or town hall registering to vote, take a look around and remember that you may now get involved in your government as an office holder as well as a voter. For most local positions, the qualifications are the same as eligibility to vote: you must be 18, be a citizen of the United States, and be a resident.

Serving on Juries

Juries are an important part of our system of justice. People accused of serious crimes have a guaranteed right to a trial by a jury of citizens like themselves. In civil lawsuits, parties generally may choose whether to have their cases decided by a judge or by a jury. Juries are picked from names randomly selected from lists of licensed drivers and from voter registration lists.

You may be excused from jury service if the court is convinced that you would face truly undue hardship or extreme inconvenience, or because of public necessity, or because you have a physical or mental disability preventing you from serving. Be prepared to document your request for excuse with income tax returns to demonstrate financial hardship, or a physician's certificate to demonstrate physical or mental disability. Keep in mind that all jurors experience some degree of inconvenience and expense in connection with their jury service. In many instances of hardship, the court can arrange for limited service, or allow you to complete your service at a less inconvenient time of year. If you are a student, for example, you may be able to defer your jury service to a time of the year when you're not in class. If you think you should

be excused or deferred from jury service, contact the court clerk's office well in advance of your reporting date.

Not everyone called to serve is selected to be on a jury. You may be excused if you are related to someone involved in the case scheduled for trial, or to one of the lawyers, or if you have a financial interest in the case, or have formed an opinion about how the case should be decided, or have a bias or prejudice preventing you from deciding the case impartially. The judge and attorneys will provide an estimate of when individual trials are expected to start and finish. If you have a particular scheduling conflict within the jury term, you should let the judge, clerk, or jury officer know. Most scheduling conflicts can be accommodated. In most instances, the selection process for several panels will take only a morning; the majority of trials last only one to three days. Judges will often release jurors who have served on more than a couple of jury panels.

LIVING IN AN AGE OF TERRORISM...

On September 11, 2001, terrorist attacks on the United States caused death and destruction, and shock at the idea that our open society could be vulnerable to such violence.

In response to these atrocities, Congress enacted and the president signed legislation called the USA PATRIOT Act of 2001 (The letters stand for Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism). In addition, the president exercised his authority as commander in chief to order the detention without trial of "unlawful enemy combatants." A new governmental agency, the Department of Homeland Security, was created under the Homeland Security Act of 2002 and given cabinet-level status.



The major provisions of the USA PATRIOT Act include:

- *Increased* information sharing between law enforcement and intelligence agencies;
- *Makes it* illegal to knowingly harbor a terrorist;
- *Authorizes* “roving wiretaps” to allow law enforcement officials to get court orders to wiretap any phone a suspected terrorist would use and allows greater subpoena power for things like email records of suspected terrorists;
- *Allows the* federal government to detain suspected terrorists who are non-U.S. citizens for up to seven days without specific charges;
- *Triples* the number of border patrol and customs officials;
- *Expands* measures to prevent money laundering;
- *Increases* the statute of limitations for prosecuting the most egregious terrorist acts

Anyone traveling by commercial flight after September 11, 2001, has noticed the heightened security. Crossing Maine’s border with Canada has also become less informal than it once was, and travelers can expect to see their vehicles searched and their identities closely checked.

One of the most noticeable changes in security in Maine is at court buildings. Some have guards with metal detectors and X-ray machines at their entrances; others have metal detectors, but due to a lack of funds, guards are often on duty only on special occasions. Nonetheless, no one other than a law enforcement officer may take any kind of weapon into a state or federal court facility in Maine. “Weapons” not allowed into a Maine courtroom include pocket knives, “Swiss army-type knives,” and certain “disabling chemicals,” such as pepper spray.

The enactment of the USA PATRIOT Act and resulting governmental attempt to fight the “Global War on Terrorism” has triggered an on-going debate in the United States concerning what some describe as the need to provide safety and security for law-abiding citizens versus what others perceive as an intolerable roll-back of traditional civil liberties. Many critics of the USA PATRIOT Act question the constitutionality of some of the acts provisions and have expressed grave concerns about the methods by which law enforcement officials may use some of the act’s provisions to pursue terrorists. Proponents of the USA PATRIOT Act, however, argue that its provisions are necessary to effectively track and detain terrorists and to prevent future attacks such as those on September 11, 2001.

Now that you are on your own, it is your responsibility to think about these things. Ask yourself: Are restraints on civil liberties necessary to prevent terrorist attacks? If so, how much is necessary? Learn about the internment of Japanese-Americans during World War II. Stay abreast of current events. Read the Constitution, particularly the Bill of Rights. As a citizen, it is your responsibility to exercise your rights. Just like working out at the gym, it's "use 'em or lose 'em!"

CONTRACTS...

A contract is an enforceable oral or written agreement between two or more people that creates an obligation to do or not do a particular thing.

Once you graduate from high school and go to work or college, you will likely face many situations in which you are asked to enter into contracts. Some

of the more common contracts you may encounter in the next few years include: leases on apartments, sales contracts for goods and services, installment loan contracts for purchases (televisions, stereos, computers, etc.), car



loans, student loans, insurance policies, and credit card agreements.

You can make a contract before turning 18, but you will probably find that most people will refuse to enter into a contract with someone under the age of 18 because the courts will generally not enforce contracts against minors. However, there are certain exceptions including some government and student loans and contracts for "necessities" (e.g., food, lodging and clothing).

Not all contracts have to be in writing. However, if the contract is for your payment of another person's debt, if it concerns real estate, or if it lasts more than one year, it must be in writing.

A written contract allows you to see clearly the terms of the agreement between you and the other party. There is less chance of a misunderstanding or disagreement when a well-written contract is prepared. When there is a written contract the people making the contract (parties) are presumed to know what their responsibilities are. If a problem arises, a written contract would offer proof of the agreed-upon terms and conditions between the parties. This may be beneficial in a court of law.

However, certain contracts, especially form contracts prepared by only one of the parties, may contain language not easily understood and which may be unfair to you. These contracts may contain clauses that, without the advice of an attorney, put you at a real disadvantage if problems arise in the future.

Never sign a contract without reading it first!

Read the contract carefully and make sure you understand all of it. Do not sign it until you are completely satisfied with the answers and understand every clause, or until you have consulted with your attorney. Cross out any parts that are not what you agreed to, and write in the parts of the agreement you want that do not appear in the written contract. Do not sign a contract with any blank space on it. Get a copy of the contract, and make sure the other party signs it. Never blindly accept the explanation or assurances of the other party about the meaning of any terms in the contract. Remember, once a written contract is signed, the courts generally will not allow oral understandings to be considered in the event of a dispute.

Also, watch out for unduly harsh penalty clauses or any clause in which you agree to waive any rights that you may have under the contract or under existing law. Finally, as a practical matter, you should be sure that you can meet the obligations imposed by the contract whether that be payment of money or providing goods or services.

If you fail to complete the contract or miss payments, you can be sued. You will be given a chance to defend yourself and the court will then determine if the claim is valid. If it is valid, you may have to pay money for breaking the contract.

If you breach (fail to perform) your contract with another party, you may be liable for all the damages (losses) suffered by the other party as a result of your breach. The other party can take you to court and seek

judgment for money damages or, in some cases, force you to perform the contract. When you buy goods on credit such as automobiles, televisions or furniture, the creditor (seller) may be able to repossess (take back) the item sold to you. Even if the item is repossessed, you may still owe some of the debt to your creditor. Also, if judgment is entered against you by the court, your wages or bank accounts may be garnished (paid to the creditor) or your personal property made subject to sale by the sheriff.

COLLEGE, MILITARY, A JOB...

On Your Own, Sooner

“Emancipation” means the release of a minor from the legal control of his or her parents. If you are 16 years of age or older and refuse to live with your parents, you may ask the Maine District Court to emancipate you.

You need to tell the Court your name, date of birth, sex, residence, and why you want to be emancipated. You also need to tell the Court who your parents are and where they live.

The Court may require you to go to mediation (discussed on pages 21 and 69). To be emancipated, you must persuade the Court that you have a plan for your future, safety, and welfare. You must show that you can provide for your room, food, health care, education, job training and/or employment. You also must show that you are mature, and that it is best for you to be emancipated.

Being emancipated does not give you any rights as an adult. You still may not vote or drink. If you are charged with committing a crime, you will be treated as a juvenile.

College: Who Pays?

Most people entering college have reached, or shortly will reach, the age of 18. In Maine, that is the age of majority, or adulthood. When you reach age 18, your parents’ legal obligation to support you generally ends.

A divorced parent's potential obligation of support extends to age 19 or a child's graduation from high school, whichever comes first after age 18. This does not cover children in college, and requires that payment be made to the other parent, not the child. So ... the legal answer to who pays for college is: You're "On Your Own."

Ever since the creation of colleges and universities, however, some parents have agreed to assist their children with college expenses without any legal obligation to do so. This tradition represents an important distinction between those duties recognized and enforced by law, and those that come from custom, moral obligation, or other values that are not legally enforceable.



Military Service

You can enlist in the armed forces at age 17 with parental consent, and at age 18 to 35 without it. Military recruiting stations, listed in most telephone directories, can provide details of military service opportunities.

If you are interested in enlisting in the military, there are two basic questions you should ask yourself: (1) Am I interested in joining the active duty military (full-time), or am I interested in serving as a reservist or National Guard member (part-time, unless called by the president or governor to serve on active duty); and (2) What branch of service am I interested in—the Army, Navy, Air Force, Marines or Coast Guard?

On the most basic level, it is important to know the difference between joining the active duty military versus joining as a reservist or National Guard member. Enlisting in the active duty military means that you will be a member of the military full-time, for the number of years that you enlist. Enlisting in the reserves or National Guard, however, means that you agree to serve on a part-time basis, usually one weekend per month and two weeks per year. Reservists and

Guard members may also be called to active duty to serve full-time for a given period of time by the president or the governor of your state (for National Guard members). Reservists and Guard members most recently have been called to active duty for extended periods of time to serve in Iraq and Afghanistan.

As for deciding which branch of military service is right for you, it is advisable that you look at what each particular branch of service—the Army, Navy, Air Force, Marines and Coast Guard—has to offer. Each branch of the military offers different positions ranging from computer technicians and engineers to tank drivers and pilots. There



are also different educational benefits and signing bonuses that are offered, depending upon the branch of service and the position sought.

It is especially important to remember that you are not obligated to serve in the military by merely talking with a recruiter

or even by taking an entrance examination to determine what military occupations you would be eligible for (called the Armed Services Vocational Aptitude Battery, or “ASVAB”). Finally, before signing anything, make sure you read and fully understand your obligations!

What about the draft?

Federal law requires all male citizens and male aliens residing in the United States 18 through 25 years of age to register with the Selective Service System. The law requires you to register within 30 days following your 18th birthday. This system is responsible for providing men to the country’s armed forces in the event of war or other national crisis. Registering with the system makes you eligible for the draft if it should be reinstated.

Even if you would claim to be a “conscientious objector” to serving in the military, you are required to register for the draft. In addition to possible criminal penalties for failing to register—up to five years in prison and/or a fine of up to \$250,000—both the federal government and the state of Maine will deny you financial aid for college.

All U.S. Post Offices have Selective Service registration forms. To register, complete a registration form with the required information and give it to the postal clerk at the post office. There is no fee. Remember to take a driver’s license or other picture identification when you turn in the registration form; the postal clerk may ask for proof of your identity. For more information, pick up the Selective Service System’s informational brochure, “Selective Service and You,” at any post office.

Some high schools have a faculty or staff member who serves as a Selective Service registrar. Most young men turning 18 can also register by mail, if they receive a Selective Service form in the mail. Online registration is possible on the World Wide Web at www.sss.gov.

On the Job

There’s no doubt about it: finding a job you like—even just finding any job—can be tough.



Employment agencies

Although there are several places you can turn to for help in finding work, one of the most important to know about in terms of your legal rights are employment agencies. These companies try to find work for you for a fee. Maine law requires them to be licensed by the city or town in which they are located, and prohibits them from charging you more than your first full week's pay at your new job. But almost all agencies collect their fees from employers rather than from job seekers. If you have paid the fee, however, and if for some reason the job doesn't work out and you are unemployed again in less than a month, the employment agency may charge you only 10 percent of the wages you earned. If you paid the employment agency when you were hired, you may have a refund coming.

Job discrimination

Federal and state laws make it illegal for an employer to refuse to hire you because of your race or color, sex, sexual orientation, physical or mental handicap, religion, ancestry, national origin, age, veteran status, status as a recipient or former recipient of workers compensation benefits, whistleblower status, or status as one who has used the protection of fair employment laws—and, once you have a job, to treat you differently with regard to promotions, transfers, wages or working conditions for any of these reasons.

In fact, the employer is generally prohibited from asking questions about these issues, although some questions may be permitted about physical or mental handicaps you may have that could reasonably limit your ability to perform a job. If you feel you have been denied a job for an illegal reason, contact the Maine Human Rights Commission in Augusta (624-6050). You cannot later be denied a job because you filed a complaint with the Commission.

Your rights as an employee

Once you are on the job, you have certain rights.

Among those are the right to be paid at least the Maine minimum wage (for most jobs), and, in most jobs, the right to be paid time-and-a-half your regular pay rate for hours worked in excess of 40 hours per week. You also have the right to join or form a labor union, and to

undertake concerted action with your fellow workers to seek improved wages and working conditions.

Maine's minimum wage is currently \$7 an hour.

Generally, employees in the private sector who do not have an employment contract and who are hired for an indefinite term are employees "at will." An at-will employee can be terminated without notice at the will of the employer for any reason except an illegal one, such as unlawful discrimination.

Questions or complaints about wage and hour regulations should be directed to the Employment Standards Division of the Bureau of Labor Standards (624-6400). Questions about labor unions can be directed to the National Labor Relations Board's regional office in Boston (617-565-6700).

A safe place to work

Furthermore, you have a right to a safe workplace. State law prohibits employers from firing, threatening, or otherwise discriminating against any employee for refusing to perform any assignment that the employee believes will expose him/herself or any other person to the risk of serious injury. However, the employee must first notify the employer of the dangerous condition and ask the employer to correct it.

If you have notified a private employer of the existence of a dangerous condition, and the employer refuses to correct it within a reasonable time, you should report the condition to the U. S. Occupational Safety and Health Administration (780-3178 in Portland, 941-8177 in Bangor; for emergencies, call 1-800-321-6742).

In case of dangerous conditions involving public employers, such as governmental agencies, you should notify the Maine Bureau of Labor Standards and Safety Division in Augusta (624-6400). Public employers, like private ones, are prohibited from taking any action against an employee for reporting a dangerous condition to the authorities.

Unpaid leaves

Every employee who has been employed by the same company for 12 consecutive months is permitted under state law to take 10 weeks of unpaid leave over a two-year period to address family or medical needs, unless you are employed at a permanent work site with fewer than 15 employees. If your company employs more than 50 people, and you

have worked for the employer for 12 consecutive months and at least 1,250 hours in the previous year, federal law gives you the right to take up to 12 weeks of unpaid leave in a single year.

Being fired

If you are fired, your employer is required to inform you in writing, within 15 days of your written request, of the reasons for your discharge. And, as an employee or former employee, you have a right to see your personnel file, including any “formal or informal employer evaluations and reports relating to the employee’s character, credit, work habits, compensation and benefits, and non-privileged medical records or nurses’ station notes relating to the employee” that are in the possession of the employer.

Sexual Harassment

It is against the laws of both Maine and the United States to “sexually harass” another person. Although this issue is undergoing change through court decisions, including decisions of the U. S. Supreme Court, the following prohibitions are generally recognized from a legal standpoint:

- *No one* can require someone else to submit to verbal or physical sexual conduct as a condition of getting or keeping a job;
- *No one* can legally be fired for refusing to submit to such conduct; and
- *No one* can create or be forced to work in a “hostile working environment.”

The first two prohibitions are fairly self-explanatory. No one can insist that you grant sexual favors for job promotion. If you feel that you will not be promoted unless you give in to a supervisor’s sexual demands, contact a lawyer or the Maine Human Rights Commission. Further, if you are told that you will lose your job unless you submit to such demands, this, too, is a violation of your rights.

The third prohibition has caused most of the court cases. For example, what about a workplace where sexual jokes are told by co-workers, or sexually explicit photos are displayed? The law forbids a sexually “intimidating, hostile, or offensive working environment.” A sexually objectionable work environment is one that a “reasonable person” finds

abusive and the victim perceives as abusive. Courts determining if the environment is hostile will look at the amount of discriminatory conduct, how serious it is, whether it is physically threatening or humiliating, and whether it unreasonably interferes with an employee's work performance.

Generally, the offensive behavior must be more than one or two incidents, and the employee is generally required to complain to the employer about the inappropriate behavior. The employer has a responsibility to respond quickly to your complaint and to take prompt and effective corrective action if the complaint has merit. Simple teasing, offhand comments, and isolated incidents (unless extremely serious) are not sufficient to establish a hostile work environment. And the harassment can occur between people of the same sex.

If you believe your rights have been violated under this standard, you may have the right to sue your employer. Again, the Maine Human Rights Commission (624-6050) and/or an attorney can answer your questions. Generally speaking, you must file a complaint within 300 days under federal law or within six months of the time the incidents occurred under the Maine Human Rights laws.

Drug testing

Your employer can ask you to take a drug test only if it has a testing program and written company policy approved by the state, with some exceptions for truck drivers and bus drivers. The employer must also have probable cause to suspect that you are under the influence of a drug. You may also be randomly tested in certain circumstances, such as when testing is allowed by federal law, by union contract, or if you work in a safety sensitive position.

Companies with more than 20 employees must make professional counseling available to all employees who test positive and want to keep their jobs while getting counseling. The company may suspend you with full pay and benefits while waiting for test results. Test results, with some exceptions, are confidential.

An employer may use a positive test to:

- *Refuse* to hire someone
- *Discharge* an employee
- *Discipline* an employee
- *Change* an employee's work assignment.

You can always refuse to take a test, but it may cost you your job.

Workers' Compensation

You have certain rights if you are injured on the job. These rights come under the Maine Workers' Compensation Law, which is administered by the Workers' Compensation Board, based in Augusta (287-7094), with regional offices throughout Maine.

Employers are required to post notices summarizing your rights. Because the law provides for compensation payments if you are unable to work because of your injuries, and provides for payment of medical expenses incurred on account of your injuries, the law also provides that workers' compensation is your exclusive remedy against your employer.

In other words, you cannot sue your employer or other co-employees for injuries received on the job. Workers' compensation law has changed significantly in Maine during the last few years, and if you have an injury, you should contact the Board for an explanation of your rights. The Board will provide you with an advocate at no charge to assist you with your claim and to answer your questions about it. In addition, you can consult an attorney.

RELATIONSHIPS...

Dating

Dating probably makes up a significant part of your social life. Remember that even in dating relationships, you have legal rights and responsibilities, particularly when it comes to decisions and behavior involving sex.



It is a crime for any person to compel or force any other person to engage in any kind of sexual contact or activity. This is true even if the two people know each other, and even if they have been dating for a long period of time. Forcing or compelling someone to engage in a sexual act includes physical violence, threats, and/or giving a person drugs or alcohol and taking advantage of him or her.

If someone has forced you to engage in any sexual contact or activity against your will, you should contact the police or the Rape Crisis

Center in your area. You can find the Rape Crisis Center's telephone number in the Yellow Pages under "Social and Human Services," or by calling 1-800-313-9900. If you are 19 or older, it is a crime for you to engage in a sexual act with any person under 16 who is five years or more younger than you, even if that person consents.

Personal Safety

State law protects you from harassment, stalking, threats, or violence. If you and the person threatening your safety have been dating partners, or lived together, or are or were sexual partners, you can get an order of protection from abuse at any Maine District Court. Copies of the protective order will be sent to your local police, as well as to the person you are seeking protection from. If you did not live together, you can get an order of protection from harassment. Harassment includes stalking.

In each case, you can receive immediate temporary relief. Following a hearing, the court can grant you protection from abuse for up to two years (renewable upon request), and protection from harassment for up to one year. Violation of the court's order can result in jail for up to one year. There are also criminal law protections which are available from, and enforced by the police. Violations of these laws can also result in a year in jail.

On the Road to the Altar

If you're planning to marry soon, you probably have thought about the many ways marriage will affect your life. Before you marry, both you and your fiancé should file your "intentions" to marry with the town clerk in the town or towns where you live at least three business days in advance.

If both you and your fiancé are 18 or older, you do not need your parents' consent to get married. Your parents' permission is needed if you are younger than 18; and, if you are younger than 16, permission from the probate judge in your county is also required.

You can be married by an ordained clergyperson of any religion, a judge, a justice of the peace, a notary public, or a lawyer licensed to practice in Maine.



No matter where or how you are married, remember: marriage is a contract that imposes certain obligations. For example, if you have children with your spouse, you must support them. If you fail to provide adequate food, clothing, medical care, and shelter for your children, the state could remove your children from your home.

After you're married, there are several new questions you and your spouse will face regarding your life together.

- *Your name:* You can choose whether to take your spouse's surname or to keep your own, hyphenate your last names, or choose a new name entirely. If you take your spouse's name, you will have to send notification of your name change to the Social Security Office and to any place where you have charge accounts or credit cards.

- *Bank accounts:* Although some married couples have joint bank accounts in both their names, separate accounts are less likely to create financial havoc. And although joint accounts provide that if either of you dies, the other spouse automatically owns everything in the

account, establishing a “power of attorney” for each other serves this purpose better, and assures that you both have equal access to your funds in cases of sickness or emergencies.

- *Children:* If you and your new spouse had children together before you got married, and the father has not acknowledged paternity of the children, getting married will not legitimize the children. You both must go to your town or city hall or to the Department of Human Services to sign an acknowledgment of paternity.

But if the bride has children from a previous relationship and the bridegroom wants to become their father, he should not acknowledge paternity of them. Falsification of birth records is a crime! Consider legal adoption instead. Adoption is a legal procedure requiring Probate Court approval. Generally, it also requires the consent of the absent birth parent, if that parent can be located.

- *Property:* Each of you owns what you brought into the marriage, whether it is real estate, a car, jewelry, cash, household items, or any other property. Being married does not give you, as husband or wife, the right to manage the other spouse’s property.

“Real property,” or real estate, that you acquire during your marriage, except for gifts or inheritances, belongs to both of you and is called “marital” property. Other property, including money in a joint bank account, does not become marital property. Real property that you own separately will become marital property if you put the property into joint ownership. Marital property can be divided if you get divorced.

- *Premarital agreements:* Two people may alter the statements above by signing a contract prior to their marriage. In this contract, you and your future spouse may determine what rights you each have to buy, sell, or use property. You can stipulate the terms of spousal support, death benefits, and the making of wills. You cannot agree to terms of child support that adversely affect the child.

Divorce

Not all marriages last forever. Some married couples may, over time, reach a point where their disagreement over how to lead their lives together cannot be resolved. This is called irreconcilable differences—the most common grounds for divorce. There are other grounds,

but irreconcilable differences is most frequently used because it does not involve the fault of either party. Generally, either the husband or the wife can decide the marriage is beyond saving.

Filing for divorce

Divorce and unmarried parental actions can be filed in District Court, where they must be approved to become final. The Family Division of the District Court has jurisdiction over divorces involving minor children. Here, case management officers hold conferences with the parties to discuss such matters as temporary arrangements for the children, exchanging financial information, and scheduling.

If there are any issues in dispute, both parties will be required, in most cases, to attend mediation sessions. All unmarried parental actions and any divorce involving children will require mediation, which is intended to encourage you to work out your own best solutions.

However, there are exceptions to the mediation requirement. First, if you are able to work out a written agreement about all the issues, and the magistrate accepts the agreement, you will not need to go to mediation. Second, if you are afraid of the other parent or if there is next to no chance that the other parent will agree to anything in mediation, you can ask to skip mediation and go directly to a hearing.

There are fees for both mediation and for the divorce filing. If you cannot afford to pay them, you can fill out an indigency affidavit (a sworn statement) and application to proceed without payment of fees. If the court approves your application, the state will pay your fees.

When you file for a divorce, or when you receive a divorce complaint, there is an automatic order which prohibits you from restraining the liberty of your spouse, selling or transferring property (except as a part of your business, by agreement or court order), or removing your spouse or children from your medical insurance policy.

What the court does

The court can make a variety of orders when it grants a divorce, including ordering either spouse to pay alimony to the other. The alimony order may require regular monthly payments or a lump sum payment. If you have children, the Court will also issue an order concerning parental rights and responsibilities, determining the primary residence of the children (formerly called “custody”), visitation rights, and the amount

of support to be paid. Support is calculated according to Child Support Guidelines adopted in this state. The amount of child support you must pay can only be changed by a judge or the Department of Human Services after hearing. Losing your job, not seeing the child(ren), not even an agreement with the other parent to change the child support will change the amount you owe, unless a judge approves the modification.

In determining parental rights and responsibilities, the court's decision is controlled by "the best interest of the children." The court may not prefer one parent over the other solely because of the parent's sex or the child's age or sex, and may not consider "abandonment" of the residence (i.e., who moved out first) as a factor in determining the children's primary residence. The court can change alimony and parental rights and responsibilities if circumstances change substantially after divorce.

Dividing property

At the conclusion of the divorce, the court will equitably divide your marital property. (For a definition of "marital property," see page 20.) To do so, it will consider how much each of you contributed toward the acquisition of the property, including the value one of you may have provided as a homemaker, the value of the property given to each of you, and your respective economic circumstances at the time the property is to be divided. If you disobey any of the court's orders, you could be found guilty of "contempt of court" and fined, jailed or both.

Many of the details concerning alimony, property settlement, and parental rights and responsibilities can be negotiated before you actually go to court. The court will review the negotiated settlement and either accept it or order any changes the judge believes are necessary.

Birth Control and Abortion

Birth control and abortion information can be obtained from Maine Family Planning throughout the state. You can call 1-877-326-2345 or visit its Web site, www.maine-familyplanning.org, for information. Under current law, you can obtain birth control information and devices without your parents' consent, even if you are younger than 17 years of age. This may change. You should check with your local Family Planning Office for the latest information. (in Portland:

207-874-1095) Telephone numbers for family planning offices are in the telephone directory.

Parents, but not Married

If the parents are not married at the time of the birth of their child, both the mother and the father must consent in writing to have the father's name added to the child's birth certificate. This can be done at the hospital, at your town or city hall, or at the local Department of Human Services office.

Do not acknowledge paternity of a child you know is not yours, because it is a crime. If the mother was married at the time of either conception or birth of the child, then the name of her husband must be entered on the birth certificate (even if he is not the biological father of the child). If you are the father of the child, you will have to go to court and have paternity tests done to add your name to the birth certificate.

The court can decide issues of parental rights and responsibilities when the biological parents of a child are not married. Both parents have a legal obligation to support their children. Also, both parents are entitled to contact and visit their children. The court can define and enforce an obligation to pay support, or an entitlement to visit or contact a child.

Proving paternity

A parent who wants to have parental rights, or to prove someone is the father of a child, can bring a legal complaint to establish paternity or parental rights.

When this happens, the court may establish the child's residence and a visitation schedule. All cases for support or parental rights and responsibilities, and some cases for determination of paternity, must be mediated, just like a divorce case.



Child support

If unwed parents are not living together and welfare benefits are being paid to the parent who has custody of the child, the Department of Human Services can sue the noncustodial parent who is not paying support to the welfare recipient. This suit usually demands the nonpaying parent to reimburse the state for welfare benefits paid, including birth-related and medical expenses paid for the child.

The state, through the Human Services Department, can also request the court to order an ongoing child support amount. If you are an alleged father who has been served with papers concerning paternity, make sure to answer the papers within the time allotted and to appear in court.

You have a right to take a paternity test if you do not believe you are the father, but you must make sure you appear for the appointment. The court may still find you the father even if you don't show up for the hearing, or even if you move out of state. You have the obligation to keep both the Human Services Department and the court aware of your address. If you are in arrears in your child support obligation, the department may suspend your license to drive, practice a profession, fish, or hunt.

The adoption alternative

Unmarried parents may allow their child to be adopted. Both the biological father and the biological mother must consent, in writing, to the adoption. If one parent has never supported the child, never tried to visit the child, and never had any other contact with the child, the Probate Court can waive notice to that non-interested parent and the adoption will proceed without that parent's consent. The court can also require notice of the adoption be published in a newspaper for three weeks before it will permit the adoption.

Being a parent is more a responsibility than a right. If you cannot meet your responsibility to your child and place your child in circumstances which jeopardize the child's health or welfare, the law permits the state to remove your child from your home. This law applies to parents of all ages. Do not make a decision to have a child unless you know you can provide a good home.



LIFE AND DEATH MATTERS...

Making a Will

A will states how you want your property distributed after your death and nominates the guardian of your minor children if you are a parent. Anyone over the age of 18 may make a will.

If you die without a valid will, your assets will be distributed to your relatives according to the laws of intestacy. For example, the surviving spouse of a decedent who leaves no surviving parents or children will take the entire estate. However, if there are surviving children, the surviving spouse takes the first \$50,000 of the estate plus one half of the remainder of the intestate estate. If there are no surviving relatives, your assets become the property of the state.

The procedure for estate administration is similar to the procedure when there is a will except that different forms are required. These forms can be obtained at Probate Court. A will must be filed with the Probate

Court within three years of the death. If a will is not filed during this time it becomes invalid.

A will can also be used to establish trusts or nominate guardians and conservators for underage children. The creation of a valid will normally reduces the cost of probating your estate, and avoids disputes about the inheritance of property. There are some assets whose distribution may not be controlled by your will: Joint real estate, joint savings accounts, insurance policies, retirement plans, and living trusts are examples. Careful planning can assure that the property is protected and distributed according to your wishes.

Because a will is a legal document that must comply with certain requirements to be valid, it is best in most cases to consult an attorney to prepare it. The lawyer can collect information, evaluate your situation, and recommend an estate plan that meets your needs and wishes. As those desires change over time, you can change your will. The cost of legal services varies from attorney to attorney, and is based upon the complexity of your needs.

Health Care Power of Attorney and Advance Directives

It may be that some day you will sustain serious injuries or become terminally ill and are no longer capable of making decisions about your future. Before that kind of injury or illness occurs, you may appoint someone such as a parent, spouse, other relative, or physician, to make decisions regarding your medical care in the event that you are unable to make such decisions yourself, with a durable health care power of attorney or a more limited “advance directive” or “living will.”

Either document may include specific instructions to care providers: whether to withhold food and water or other life-sustaining treatment in the event that you become so sick that you have no chance of recovery or if you fall into a kind of apparently permanent coma that the law calls a “persistent vegetative state.” The health care power of attorney also addresses other health care decisions that may need to be made prior to the end stages of your life.

A living will informs your family and your doctors of your wishes and the type of medical treatment you want if you reach a point where you cannot make these health care decisions yourself and you are either terminally ill or permanently unconscious. Similar to a durable power of

attorney for health care, a living will is created by preparing the proper form while you are still mentally alert and competent, and signing it in front of witnesses.

Through the use of an advance directive, difficult decisions may be made now, while you are healthy, so that you and your family members have clear guidance in the event that you become seriously ill. An advance directive or health care power of attorney may be cancelled at any time, either orally or in writing.

Financial Power Of Attorney

A **financial power** of attorney is a document in which you delegate authority to make decisions for you regarding personal, business, financial, and property affairs.

For instance, it allows the person you designate—who need not be a lawyer—to use your money to pay your bills, to sell your property, and to make investments for you. It can be effective immediately or not take effect until you become disabled, at your choice. Generally, the person has complete authority over your assets, so the person must be chosen very carefully. Any person accepting those responsibilities must use the assets for your benefit and is subject to criminal and civil penalties for misuse of your assets.

A power of attorney can be drafted for very specific transactions, such as naming a person to sign papers for you in a real estate purchase or sale taking place out of state.

APARTMENTS OR HOUSES...

Probably the first thing you need to know as a renter is the proper lingo: the landlord is the “lessor,” and you, the tenant, are the “lessee.”

Discrimination is Illegal

Next, you should know that federal and state laws make it illegal for landlords to refuse to show or to rent property to you or to require



different rental terms because of your sex, race, religion, physical or mental handicap, ethnic background, or sexual orientation.

These laws also prohibit discrimination against you because you receive welfare payments: the landlord must accept payment, or written assurance of payment from the town or state, just as if it were cash.

Further, Maine law prohibits a landlord from refusing to rent to you or to set different terms for you because you have children. And a landlord who refuses to rent to a family with children because there is a fixable defect in the unit that might be dangerous to children would be discriminating based on familial status in violation of the Maine Human Rights Act and the Federal Fair Housing Act. Landlords have a duty to promptly abate lead paint hazards and are barred from evicting tenants when such hazards exist.

But there are several exemptions. The law may not apply to: small apartment buildings in which the landlord lives or in which there is a professional or business office, or in apartment buildings reserved for elderly tenants.

Safe and Decent Housing

Maine’s Implied Warranty of Habitability law guarantees that the home you rent will be fit to live in. It must also comply with any local housing codes and state plumbing and electrical codes. The law requires landlords to promptly fix any condition that could harm your health or safety—water from a leaky roof dripping on electrical wiring, for instance.

Another Maine law requires all apartments and rented homes to be equipped with smoke detectors near bedrooms. If an apartment building is more than three stories tall, smoke detectors must also be installed in corridors and hallways on each floor.

If your landlord ignores reasonable requests to fix potentially hazardous conditions, the law is being broken. You have the right to sue the landlord in District Court or Superior Court to correct the problem if you did not cause it, if your rent payments were up to date at the time of notification, and if you did not give up your right under the habitability law in return for a specified reduction in rent.

If you win your case, the court may order the landlord to fix the problem, refund part of your rent and provide you with another place to live—free—if you have to leave your apartment while repairs are made.

If your landlord supplies heat, your apartment must be kept at a minimum of 68 degrees. The Warranty of Habitability is breached when heat is kept so low “as to be injurious” to healthy persons.

As long as your apartment or house remains below minimum standards, your landlord cannot raise your rent until things are brought up to par. If it is raised anyway and you win your case, you can get a refund of the extra rent you paid, plus interest, and your lawyer’s fees and court costs.

Minor Repairs

If the cost to repair the dangerous condition is not more than \$500 or half your monthly rent, you can have the repairs made yourself and deduct the cost from your rent.

However, you can get reimbursement for self-repair of a dangerous condition only if the landlord is notified by certified mail, return receipt requested, of that condition and has been given 14 days to respond through repairs or the go-ahead for the tenant to do it.

If no response is offered within that 14-day period, then the tenant can repair and get reimbursed. Broken windows and faulty electrical switches are examples of dangerous conditions that could be repaired under this provision of the law. Your right to pay for these repairs and deduct them from your rent does not apply to damage caused by you or someone you allow into the apartment.

Security Deposits

A security deposit is money of yours held by your landlord while you are a tenant.

Under Maine law, security deposits cannot be more than two months rent. The security deposit can be used by the landlord to pay rent or utility bills you owe when you leave or to fix damage you caused. It cannot be used to pay for cleaning and repair costs due to normal wear and tear. If your landlord keeps any of the deposit, you must be given an itemized list of what the money was used for.

Once you move out, your landlord must return the unclaimed portion of your deposit within 30 days if you had a written lease, or 21 days if there was no written agreement. If it isn't returned in time, or if you haven't received written reason for keeping your deposit, the landlord loses the right to keep any of it. You can file suit in Small Claims Court for twice the amount withheld plus reasonable attorney fees and court costs. To do so you, must notify the landlord in writing at least seven days in advance that you intend to sue.

Privacy

Your right to privacy is not absolute. A landlord can enter the apartment to inspect it, to make repairs, or to show it to prospective buyers or tenants. Except in case of emergency, however, he must give you "reasonable" notice and enter only at a reasonable time. The law says a 24-hour notice is reasonable in most cases.

Common Areas—Electricity Use

A landlord cannot charge you alone for electricity used in common areas of your apartment building such as hallways, attics, and

basements. The electricity bill must be paid by the landlord or shared by all tenants, unless you agree in writing to pay for it in exchange for a reduction in rent.

Late Rent Payments

A landlord may charge you a penalty if you are more than 15 days late with your rent. To do this, at the time you enter the agreement, the landlord must supply you with a written notice that states how much the penalty will be. You cannot be charged more than 4 percent of one month's rent as a penalty.

Rent Increases

Your landlord must give you at least 45 days written notice before increasing your rent. And, as mentioned before, if your apartment is under the Warranty of Habitability Law, your rent can't be raised until the place is brought up to par.

Moving

If you do not have a lease and you choose to move out, you must give your landlord at least 30 days' notice in writing at any time. (Of course, you would not want to give 30 days notice right after paying 60 days rent.) If you do not give proper notice, your landlord could withhold some of your security deposit as compensation for any loss caused by your lack of notice.

Remember, when you move out—and when you move in—to notify the Secretary of State's Bureau of Motor Vehicles of your new address to keep your driver's license up-to-date. It's important, and easy to do: Call 624-9000 or visit the Bureau's Web page at: <http://www.maine.gov/sos/bmv/address.htm>. You should also go to the Post Office to fill out a change-of-address card.

Evictions

In most cases, unless you have a lease, the landlord must give you at least 30 days' written notice from a rent day to evict you. If you have a lease, the landlord must follow the terms of your lease.

Lease or not, if you're current on your rent, an eviction notice must expire on a day rent is due. For instance, if you normally pay your rent on the first of the month and you receive your 30-day (or greater) notice on March 15, it must terminate your tenancy on May 1, or on the first day of a later month. If you do not have a lease, you're entitled to only a seven-day eviction notice when: you are 14 days or more behind on your rent; you, your family or a friend substantially damage the property and haven't had it repaired before you get the eviction notice; you create a nuisance on the property; or you use it for illegal activity.

The seven-day notice must say why you are being asked to move. If you are being evicted because you are behind on your rent and you pay the full amount of rent due before the seven days are up, the notice is automatically canceled.

If court action is brought to evict you for not paying rent and you did not pay because the landlord breached the Warranty of Habitability, you can raise the breach as a defense, but only if you have notified the landlord of the breach and the landlord has failed to take prompt, effective steps to remedy the problem. If the court agrees the premises are unfit, you can end the rental agreement or live at reduced rent until the landlord makes the premises habitable.

The landlord cannot break into or lock you out of your home, move your belongings or turn off your heat or utilities. The sheriff or deputy sheriff are the only persons who can legally remove your property—and then only after a court decision in favor of the landlord.

If you refuse to leave after receiving a lawful eviction notice, your landlord has the right to sue you to force you out. If you are sued, you will receive a notice ordering you to appear in court on a specific day. For the notice to be effective, you must receive it at least seven days before the court date. Once you receive the summons, seek legal advice immediately.

Don't ignore it! If you don't show up, you will automatically lose. At the court hearing, you or your lawyer can tell the judge why you think you were improperly evicted. But you can't counterclaim for damages, attorneys' fees, etc.

However: If the landlord tries to evict you other than by court process—such as by locking you out or turning off your utilities—you can sue for an illegal eviction and potentially get \$250 or actual damages (whichever is greater) and attorneys' fees and court costs. These are two different types of cases and cannot be combined.

Whoever loses has seven days to appeal. If you don't appeal, you have seven days to move. If you don't move, the court will issue a writ of possession, a document which gives the sheriff the right to remove you from the property. And if you don't leave within 48 hours after receiving the writ of possession, you are considered to be a trespasser and you could be arrested. Any belongings you leave behind are considered abandoned.

Mobile Home Parks—Your Rights as a Tenant

Your mobile home park owner or operator must inform you, in writing, of rental fees, utilities costs, groundskeeping fees and all other fees charged. You must also be given a list of park rules before you move in, as well as a copy of the Maine Mobile Home Park Law.

The park owner or operator cannot require the removal of your home from the park except according to clearly written park rules. And, written notice must be given to all tenants of any change in fees at least 30 days in advance.

As with other homes (see page 27), the Implied Warranty of Habitability applies to park space and park facilities, warranting that they shall be fit for you to live in and use.

If you are moving into a mobile home already in the park, the park owner cannot charge you an entrance fee greater than four times the monthly rent. A security deposit shall not be equal to more than three months' rent and should be returned with 4 percent interest.

Also, park owners cannot force you to buy skirting or any other equipment from them. The park rules may tell you what you need, but you have the right to buy the equipment anywhere you choose.

Further, your park owner cannot require you to buy heating oil or bottled gas from a particular dealer. But if the park has its own central system for pumping oil or gas, you can be required to buy from it. The charge cannot be more than the average retail price charged by other distributors doing business in the county where the park is located.



You may be evicted from the park if you:

- *Refuse* to pay your rent or other fees;
- *Break* any laws pertaining to mobile home parks (you must be given written notice of your violation before you can be evicted, however);
- *Damage* park property;
- *Repeatedly* disturb the peace and safety of other tenants; or
- *Fail* to comply with reasonable park rules.

You can also be evicted if the park owner is going to change the use of the land, but you must be given one year's notice.

Before you can be evicted for not paying rent, the park operator must give you a 30-day notice by certified mail. To be evicted for any other reason, you must receive a 45-day notice by certified mail. Certain reasons for eviction require that your landlord give you specific information as to what part of your lease or which rules you allegedly violated. If you decide to sell your mobile home, the park owner cannot insist on doing it for you. You can sell the home yourself, through a real estate broker, or through the park owner if you want. And park rules can't restrict your right to advertise in any reasonable manner. The park owner or operator cannot discriminate against you because you have children.

MONEY MATTERS...

If you are truly “on your own,” managing your finances will quickly become an important issue. Most people starting out do not make

enough money to do everything and to get everything they want. Sometimes, there isn't enough for what they need. Whether your source of income is a job, parental support,



a public assistance program, or a combination, you will need to learn about the following:

- *Bank Accounts.* Banks and credit unions will take your money and hold it for you, or pay it out on your instructions. The old categories of a savings account and a checking account have given way to a wider range of options. Become an educated consumer and learn about those options. Do you want and can you qualify for overdraft protection?

Would you prefer a monthly fee or a per-check charge? Do you need copies of your canceled checks?

You should also understand the implications of opening a joint account with someone else. Typically, either person can take out all of the money, and if one person overdraws, both are responsible.

- *Borrowing and Credit.* Sooner or later, you will want or need to borrow for some purpose. Your ability to borrow depends on your credit. Often, a new loan applicant without a prior credit history or at least a steady job for a year or more is turned down. Someone with established credit can “co-sign” for you, but he or she becomes responsible if you default.

Your credit history is maintained by one or more credit reporting agencies, and most of your credit transactions, including your payment history, will be recorded and then the information will be released to potential lenders when you apply for a loan. Once again, if you are on a loan or credit card with someone else, and that person defaults, the default—and the responsibility for it—may go against you.

Ours is a credit society. In fact, we’re fast moving toward becoming a cashless society. The use of credit and the automatic transfer of funds have become the norm. Because of these changes, there are several things you should know about credit, your credit rights, and using credit wisely.

Access to Credit

- *You have an equal right to credit.* You cannot be denied credit because of your race, sex, color, religion, national origin, marital status, age (unless you’re not 18 yet) or because you may be receiving public assistance of some kind. In addition, if you’re married, the creditor may not, as part of the credit application process, ask about your plans to have children.

- *You have the right to know how much credit will cost.* Federal and state laws require that you be informed how much credit will cost you. You must be informed of the actual cost of credit—the “finance charge”—and credit costs must be referred to in terms of the annual percentage rate of interest (APR). This uniform rate will enable you to compare the cost of credit from lender to lender.

- *If your credit application is denied, you have the right to know why.* The law requires creditors to notify you within 30 days whether your credit application has been accepted or rejected. If your application is rejected, you must be told why in writing, or that you can request the specific reasons why by contacting the creditor within 60 days. The creditor then has 30 days to answer.

If your credit is denied, it’s good to find out why. A mistake may have been made. If not, the reasons will help you make a better application the next time. And if the law was broken and your application was not fairly evaluated, you have rights and can seek correction.

If You Fall Behind or Don’t Pay

If you fall behind or don’t pay a bill on time, even for a legitimate reason, you may be in default—you may have broken your promise (the contract) to pay according to a certain schedule. Once you have defaulted, the creditor may take certain actions to collect the debt.

But you still have rights. You have the right to fair warning about your default—it’s called the “notice of right to cure default” (i.e., notice of your right to catch up). Before a creditor can “accelerate” your loan (i.e., make all of it due immediately), you must be given 14 days to catch up on your payments. This notice of right to cure default must be in writing. This requirement applies to creditors in and outside Maine who extend credit to Maine residents.

Maine law requires that the Notice of Right to Cure be sent only once every 12 months for both closed-end credit contracts (such as car loans) and open-end credit contracts (such as credit card accounts). If you pay within 14 days, and if you make any other payments which have come due during the cure period, you may continue with the contract as though you were never late. If you don’t, the creditor can take legal action against you.

If the Creditor Repossesses

A creditor may repossess collateral (take back the car, stereo, or other item you bought with the money loaned to you) only when your credit contract permits it. However, a creditor may not use force or otherwise breach the peace attempting to repossess your goods. Your home may not be entered to repossess goods without a court order.

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

In most cases, once a creditor repossesses your goods, you will be notified in writing that the goods will be sold at public or private sale. Until that sale occurs, you have the right to redeem the goods by paying the entire unpaid balance owed plus reasonable repossession costs.

Note: If the amount of the sale doesn't cover the entire balance, you will have to pay the difference. But if the goods were sold for more money than you owe, the creditor must return the surplus to you, though reasonable repossession costs may be deducted.

If you simply can't pay your debt and you're thinking of letting your creditor repossess your goods to take care of the problem once and for all, think again! Turning the goods in will result in a "repossession" notation in your credit report files. Consider selling the goods and paying off your loan. That way, a repossession won't show up on your credit record. (Before you sell the goods, you must get permission from your bank or credit union, if they hold title to the goods.)

Debt Collectors

If you stop paying on a loan or retail installment contract, or if you owe additional money after the goods are repossessed and sold, the creditor may hire a "debt collector" to recover the money you owe. All debt collectors in Maine must be licensed by the state, and all collectors wherever located are subject to the provisions of the Fair Debt Collections Practices Act.

The law protects consumers in many ways. For example:

- *If you ask*, a debt collector must “validate” the debt; i.e., tell you who the creditor is, how much money is owed, and how to dispute the debt;
- *If you don’t want* to be contacted at all by the debt collector, you can write to the collector to stop contacting you. Your written request must be honored;
- *A debt collector* cannot call you at inconvenient times, such as before 8 a.m. or after 9 p.m.; cannot sue you or threaten to use the criminal laws against you; and cannot garnish or attach your wages or tell anyone other than your spouse about the debt.

Credit Cards

Credit cards and debit cards are more common than cash transactions. If you don’t have credit cards now, you probably soon will, so there are a few things you ought to know about their use.

If you lose ‘em

If you lose your credit card, the law limits the maximum amount you may have to pay for any unauthorized uses of your card to \$50, as long as you take reasonable steps to advise the card issuer of the situation.

For example, if someone finds your lost card and runs up \$300 worth of charges, you are only responsible for \$50. If you immediately notify the bank or company issuing the card that it was lost, you will not be responsible for any charges that are made with your card after that point. It’s always a good idea, therefore, to keep handy your card numbers and the telephone numbers of the issuers, so you can immediately notify them if your cards are lost or stolen.



Billing errors with credit cards

Under Maine’s Fair Credit Billing Law, you have the right to prompt correction or explanation of apparent billing errors.

The law applies to open-end credit accounts like credit cards, revolving charge accounts at stores, and credit-line checking accounts at banks. The law does not apply to a loan or a credit sale where you have a fixed payment schedule (like a car loan).

While you may be able to quickly resolve your problem by calling the company or bank directly, to use your rights under this law you must notify the creditor in writing of the billing error. Your letter must reach the creditor within 60 days of the date the first bill containing the error was mailed to you. Your letter should include your name, address and account number, and why you think there's an error.

Your letter must be acknowledged within 30 days of receipt unless the problem is cleared up sooner. The creditor then has two billing cycles, but no more than 90 days total, to correct the problem or explain why the bill is correct.

You may refuse to pay the amount in dispute, including any finance charges, until the problem is resolved. Until it is resolved, the creditor may not threaten to damage your credit rating, restrict your credit card account, or charge you interest on the amount in dispute.

If your bill is incorrect, the creditor must give you a written explanation of how the bill will be corrected. All late charges and finance charges related to the error must be removed. If the creditor still believes you are wrong, you must promptly be notified in writing. At this point, you are responsible for the bill and any finance charges that may have accumulated on it.

If you think the creditor is wrong, the dispute may have to be settled in court. At this point, the creditor is free to begin regular collection procedures against you, but must report to any credit bureau that asks about your creditworthiness that you still dispute the bill.

CREDIT RATINGS, SMART BUYING...

Credit reports must be accurate

Credit ratings—records of whether you have paid your bills on time—are developed by private companies called credit bureaus or

credit reporting agencies, and are made available upon request to most businesses where you ask for credit.

These reports let them know if you are a good credit risk or not. While the records often include confidential personal information, by law they cannot include information about your marital status, race, religion, color, ancestry, ethnic origin, sexual orientation, or political affiliation, except as required for government recordkeeping.

If you are denied credit based on a credit report, the user of the report must tell you the name, address, and telephone number of the nearest office that handles questions and complaints. The user of a credit report on you may not give the information in the file to anyone besides yourself—it is private and confidential.

An investigative credit report cannot be prepared about you unless you have been provided clear written notice of the investigation three days before it is to begin. This notice must also tell you the nearest office which handles consumers' questions about such reports.

Because your credit rating is so important, the law allows you to check personal or financial information in your file at the credit bureau. (To see if there's a file on you at a credit bureau, call some in your area. Their telephone numbers can be found in the Yellow Pages under "credit reporting agencies.")

If you dispute any of the information, the credit bureau must reinvestigate and correct the mistake if it finds an error.

If the bureau decides that there is no error but you still dispute the information, you may file a brief statement setting forth your side of the story, and the credit bureau must put this information in your file. You also are entitled to be given the names of persons or companies who recently received your credit rating.

Credit reports in your own name

If you are married, you may choose a joint or single credit account. If you choose a joint account, federal law requires that it be reported in both your name and your spouse's name. If you become divorced, or if you want to apply for credit under your own name, and your joint credit rating is not too good, federal law requires creditors to consider any information you offer that shows that the unfavorable information in your joint account does not accurately reflect your ability to pay.

Even if you're not applying for credit at the moment, you can still send a letter to the credit bureaus with reports on you explaining these facts and have that letter placed in your file.

Smart Shopping

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

Shop and compare



Compare products on the basis of features, warranty protection, and price. The best buy isn't always the cheapest. Use the Yellow Pages and magazines like *Consumer Reports* to help you.

Don't fall for deceptive advertising

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

Ask for promises in writing

Contracts don't have to be in writing to be binding (it's easier, of course, to make someone stick to something that's in writing than something that's based on your recollection of the agreement). If a salesperson makes important claims about a product that are not in your contract or warranty, try to get them in writing.

Read the terms of your contract or warranty carefully

Know what you can expect and what's expected of you. If you don't understand something, ask questions or seek help from a friend, parent, teacher, or lawyer.

Never sign a contract with blank spaces. Fill in any blank spaces or draw a line through them. Keep good records.

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

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

WARRANTIES...

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

There are three types of warranties: oral, written, and implied

- *An oral warranty* is simply the seller's spoken promise about the product that you rely on in deciding to buy. While oral warranties are binding, they're obviously hard to prove. It's best to get these promises in writing, if you can.

- *A written warranty* is a written promise about a product. A seller is not required to give you a written warranty. However, most do. And, if they do (on any product costing more than \$15), the seller must declare whether the warranty is "full" or "limited." The distinction is important.

A full warranty gives you the best protection: for example, if a product breaks down, the seller must try to fix it within a reasonable time. You pay nothing for parts or labor. And if it can't be repaired within a reasonable time, you get your money back or a brand new product. A limited warranty is anything less than a full warranty. Under a limited warranty the seller might pay for replacement parts, but you might have to pay for labor. If the seller couldn't fix the product after a reasonable

number of tries, you would still probably be entitled to your money back, except that the legal steps you would have to go through would be a lot more complicated. Full warranties are definitely best.

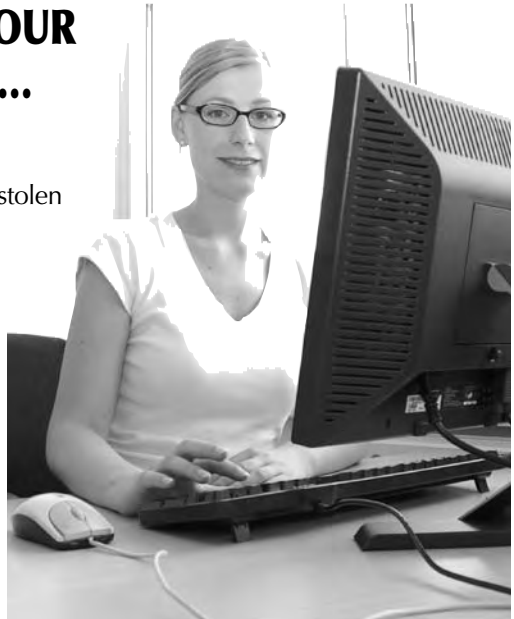
Federal law also requires that all products costing more than \$15, with warranties, must have their warranties available for you to look at before you buy, so that you can examine and compare them. Do it!

- *An implied warranty*, the third type of warranty, is an unwritten and unspoken one—that’s why it’s called implied. Maine law declares that these types of warranties are given to you automatically by the seller even though they are not formally expressed to you. They come with all products. For purposes of consumer goods (other than used cars), these warranties cannot be taken away from you. The most important implied warranty for consumers is the implied warranty of merchantability.

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

PROTECTING YOUR GOOD NAME...

Identity theft is when stolen pieces of personal information—such as your name, address, date of birth, your Social Security number—are used to gain access to your financial accounts. Identity thieves use your personal information to open new credit or bank accounts, buy cars,



apply for loans, or otherwise incur financial obligations in your name. The danger is widespread.

Guard your identity

- *Never provide* personal or financial information including your Social Security number, your bank or credit union account number over the telephone or the Internet if you did not initiate the contact.

- *Don't leave mail* in unsecured mailboxes, deposit mail only in U.S. Postal Service collection boxes, and watch for unexplained interruptions in your mail delivery service.

- *Shred or completely destroy* unwanted documents that contain personal information, like credit card receipts, bank or credit card statements, and loan applications.

- *Review your credit report* annually and close any old or idle accounts. Maine law requires the major credit reporting organizations to provide you with one free credit report each year. They can be reached through these Internet addresses and telephone numbers:

Equifax: **www.equifax.com** **800-685-1111**

Experian: **www.experian.com** **800-397-3742**

TransUnion: **www.transunion.com** **800-888-4213**

- *Don't ever leave receipts* behind—at ATMs, on store counters, or at the gasoline pumps.

- *Look over your* monthly bank or credit union statements and monthly bills for unauthorized charges and suspicious activity.

- *Check expiration dates* on credit cards and debit cards and contact the issuer if you do not get a replacement before they expire.

- *Memorize your* Social Security number and your passwords; don't carry them with you. Don't use easy-to-guess passwords such as your date of birth or your mother's maiden name.

- *Don't leave your purse* or wallet unprotected. Keep it in a safe place at home and at work.

- *Photocopy financial* and insurance cards you carry in your wallet and keep the copies in a safe place. If your wallet is stolen or lost, report the lost to the issuers immediately.

- *Use only secure* Internet sites for any online purchases or other online financial transactions: look for the "lock" icon at the bottom of

the Web page, and the letters “https” beginning the Web site’s URL. (The “s” in “https” stands for “secure.”)

If your identity is stolen, keep a record of the steps you have taken to clear your name. Contact the fraud departments of the three major credit reporting bureaus, contact creditors and close accounts that have been tampered with, order new credit cards with new personal identification numbers (PINs), report fraudulent use of your Social Security number to the Social Security Administration (800-269-0271), file a report with your local police, and file a complaint with the Federal Trade Commission (1-877-IDTHEFT).

To learn more, visit www.consumer.gov/idtheft.

Telephone Solicitations

Learn to say no. Don’t be pressured into making a quick decision. Make it a firm rule to think the situation out, and don’t buy immediately. Tell the salesman that is your rule. With a telephone sale, ask the caller to send the information in writing, and don’t promise to buy until you receive the written facts.

Remember: It is your money and you are under no obligation to spend it unless you want or need the product. Be courteous but firm.

Tell him you want to discuss

it with your spouse,

you are not interested, you hate to

waste his time, or that you don’t appreciate pressure tactics. The salesman has received special training to sell you the product. It is up to you to train yourself to resist.

The Attorney General’s Office has identified several kinds of telemarketing scams to avoid. Many of them share common elements. For example, look out for any telephone caller who requests your credit card number. They may tell you they need it for identification purposes. As a rule of thumb, do not give your credit card number out unless you initiate the telephone call.



Also beware of “free gifts” that require you to give out your credit card number or call a 900 number in order to collect it. Finally, beware of any high-pressure sales tactics. If you must “act now or lose the opportunity forever,” your best bet is to miss it. (From The Maine Attorney General’s Consumer Law Guide, available at www.state.me.us/ag/contents.htm)

There is now a national “Do Not Call” registry, which, if you sign up, prohibits most telemarketers from calling you. On the Web, it’s at: <https://www.donotcall.gov/default.aspx>

SPECIAL CONSUMER PROBLEMS...

Mail Order Disorder

Shopping by mail or the Internet can be a great convenience. More and more people are doing it, and you can buy almost anything this way. But ... problems await the unwary.

But I didn’t order this

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

If any company sends you unsolicited merchandise and then attempts to make you pay for it, it is breaking the law. If this happens to you, inform the postmaster in your town or city, or the Attorney General’s Office in the company’s state.

If that doesn’t work, contact the Postal Inspection Service, 495 Summer Street, Suite 600, Boston MA 02210-2114 (telephone 617-556-4400).

CD, Tape, and Book Clubs

“If it sounds too good to be true ... It’s not true.”—*The Maine Attorney General’s Consumer Law Guide.*

Book, compact disc, and tape club advertisers give an appealing sales pitch—your choice of four books for 99 cents or 12 CDs for one cent, if you join the club. Before you succumb to the urge to get a great deal, understand what your obligations will be after you join.

Generally, mail order clubs require you to purchase a certain number of books or tapes within a specified period of time.

Usually, you will be sent a small catalogue of books or tapes every few weeks from which you can choose. The club will generally select one book or tape as its “selection of the month,” and unless you notify the club that you do not want that selection, it will automatically be sent to you, and you will be billed for it.

Silence means you want the selection. Because your membership in the club is a contract, if you break any of the terms of the agreement you could be sued.

If you’re not very good at remembering to do things, perhaps you ought to say “no” to the record and book club option.

Keep in mind, too, that it may be difficult to keep your commitment. Some clubs have only a few selections that appeal to most young people, and all 10 arrive with your first purchase. You may have to choose from among books or CDs that you do not like in order to keep making monthly purchases.

Delivery Time

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

If the company does not ship your goods within the time required, it must notify you of the delay and remind you that you have the right to cancel your order and receive a full refund, or wait for a new shipping day. The company must give you a free way to notify them of your choice: a postage-paid, pre-addressed post card, or a toll-free telephone

number you can call. If you decide you want to cancel, you must notify the company. Silence on your part means you're willing to wait for the new date.

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

If your order is delayed a second time, the company must notify you again and must assume you want to cancel. If you do not want to cancel, you must notify the company.

If the company does not follow the law, you should notify the Federal Trade Commission, Office of the Secretary, Washington D.C. 20580. For more information on consumer issues or problems, write to: Maine Attorney General, Consumer Service, 6 State House Station, Augusta ME 04333-0006. Or, on the Web, go to: www.state.me.us/ag/consprotect.html.

Who's That Knocking at My Door?

No matter how you tell there's someone at your door, there's something you ought to know if that someone is a salesperson.

If a salesperson whom you didn't first contact comes to your home or to where you work, or telephones you and entices you to enter into a contract to buy something costing more than \$25, you can cancel that contract within three business days. Before the contract is effective it must be put in writing and signed by both you and the seller. The contract must also inform you of your three-day right to cancel.

Once the contract is in order, you may cancel it by mailing a letter to the seller stating you've changed your mind before midnight of the third business day after the day you signed the contract. (If you signed a contract on Friday, you could cancel it by mailing a letter before midnight Tuesday night.)

If you do cancel, the seller has to refund any money you paid within 10 days of the notice, and if anything is left with you and not picked up within 40 days, you can keep it as a gift! If the seller extended credit to you to buy the product or service after soliciting your business as described above, there is no \$25 minimum amount to the size of the contract— a contract for any amount triggers the law. In a case like this,

the seller has 20 days to refund any money you gave him and 40 days to pick up any merchandise.

Climbing the Complaint Ladder

Complaining isn't fun. Sometimes it works and sometimes it doesn't, requiring more serious steps to be taken.

Obviously, the best thing you can do is to shop carefully, avoid problems, and eliminate the task of righting the wrong. However, if you do end up with unsatisfactory products or services, you have a responsibility, as well as a right, to complain. If you don't complain, you do no one a favor—you merely make more room in the marketplace for poor products and shoddy service.

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

Step 1. In resolving any complaint:

- *Identify yourself* and explain your problem clearly, concisely and politely.
- *Have receipts, warranties, and all other pertinent documents at hand.*
- *If sending a complaint letter, consider sending it by registered mail for proof that it was received, and state a date by which you would like a reply, so you know if the company is ignoring you.*
- *Record the name and title of everyone you talk with when you complain in person or over the phone.*
- *Give the person hearing your complaint a fair chance to respond.*
- *Stand firm*—don't accept a solution you feel is inadequate. If you don't get any satisfaction from the people you've spoken to or written to, consider going higher up in the company—all the way to the company president, if necessary!

- *If you have to send more than one letter to a company in another state, consider sending a photocopy to the Consumer Division of the Attorney General's Office in that state.*

- *Promptly confirm any agreement by letter. Insist that all promises be put in writing.*

If your efforts at the source are not successful, start climbing the complaint strategy ladder.

Step 2. Send copies

The merchant you have a complaint about may be a member of a trade or professional organization. Send copies of your complaint to these organizations. They may be able to persuade the merchant to resolve your complaint.

Step 3. Contact the Better Business Bureau

Contact the Maine State Better Business Bureau, 812 Stevens Ave., Portland ME 04103 (telephone 878-2715). If you are about to do business with a company and want more information, it is better to call the Better Business Bureau before you make the purchase, or sign the contract.

Step 4. Complain to government agencies

At the state level, the two main agencies that work on consumer complaints and enforce consumer laws are the Public Protection Unit of the Attorney General's Office, 6 State House Station, Augusta ME 04333 (telephone 626-8849); and the Office of Consumer Credit Regulation, 35 State House Station, Augusta ME 04333-0035 (telephone 582-8718, or toll free 1-800-332-8529).

If these agencies can't help you, they will know who can. It's also useful to notify them of your problem so that they can keep track generally of problems Maine consumers are having.

At the federal level, the primary government agencies responsible for consumer protection are the Federal Trade Commission, Washington DC 20580 (telephone 202-326-2222) and the Consumer Product Safety Commission, Washington DC 20207 (telephone 1-800-638-2772). The FTC is responsible for policing unfair and deceptive business practices, and the CPSC is charged with protecting consumers from hazardous products.

Step 5. Tell it to the judge

If your efforts at all other levels fail, think about going to court. If your claim involves less than \$4,500, you can argue the case yourself in Small Claims Court. You don't need a lawyer.

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

You might go to Small Claims Court to try to get back the security deposit your landlord owes you, or to get a mechanic to do a repair job over again because it wasn't done right the first time.

If you win, the judge may order the defendant to pay part or all of your claim, up to \$4,500; or, "equitable relief" might be ordered, such as repair, return, or replacement of the item at issue. The court can order the defendant to pay the \$40 plus \$5 postage it cost you to file suit, and any additional costs you encountered in serving the court summons.

Step 6. Hire Your Own Lawyer

If your problem involves more than the \$4,500 Small Claims Court limit, you'll probably need a lawyer to represent you in District Court or Superior Court.

Under many state and federal consumer laws, the business you are suing must pay your reasonable attorney's fees and court costs if you prove that it broke these laws in dealing with you.

To find a lawyer, ask a friend or acquaintance who has had a similar legal problem to make a recommendation. Also, check your local newspaper or the Yellow Pages under "Lawyers." Many lawyers are now advertising, and you might learn something from their ads. For example, an ad might tell you that the lawyer does not charge for the first meeting.

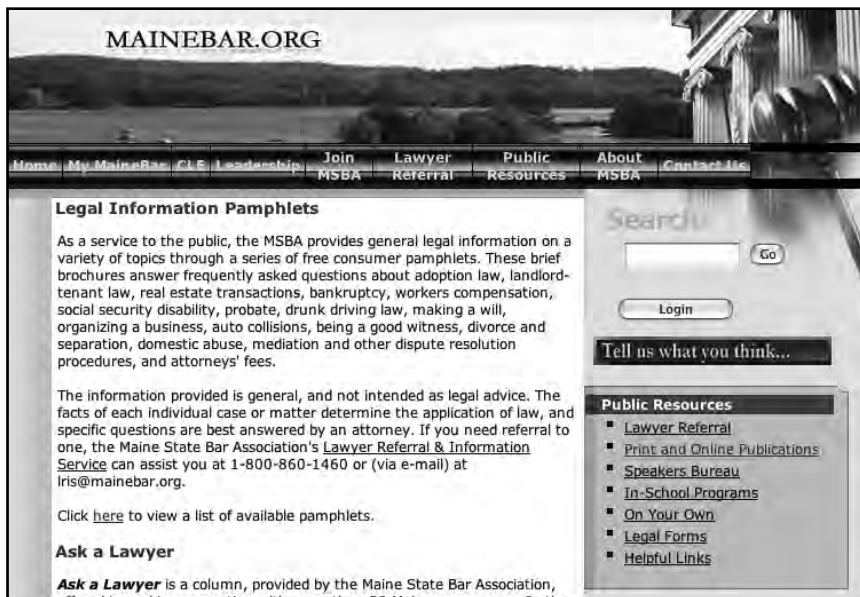
The Maine Lawyer Referral and Information Service in Augusta (207-622-1460 or 1-800-860-1460) can refer you to a lawyer in your area. Whenever possible, you are referred to a lawyer who will accept referrals in the kind of law in which you need assistance. Lawyers who participate in the referral program do not charge for the first half-hour consultation; however, there is a \$20 fee for using the service.

Some organizations offer free or low-cost legal service to persons with low income. They include:

- *Pine Tree Legal Assistance, Inc.:* Augusta 622-4731, Portland 774-8211, Lewiston 784-1558, Bangor 942-8241, Presque Isle 764-4349, Machias 255-8656. On the Web: <http://www.helpmelaw.com>.
- *Volunteer Lawyers Project:* Portland 1-800-442-4293 or 774-4348.
- *Cumberland Legal Aid Clinic:* 780-4370 (246 Deering Avenue, Portland ME 04102)
- *Maine Civil Liberties Union:* 774-5444 (401 Cumberland Avenue #105, Portland ME 04101).

WWW.MAINEBAR.ORG...

You can find introductory answers to legal questions at the Maine State Bar Association’s website: http://www.mainebar.org/public_publications.asp. Here you will find brochures on a wide range of law-related topics (as well as this booklet) in Adobe Acrobat (PDF) format.



CARS, REPAIRS, RULES OF THE ROAD...

Buying a New Car

If you don't already have a car, you probably want one. While a new car would be nice, at today's prices it's probably out of the question. But if you're lucky enough to have the cash or your lottery ticket just paid off, consider this advice before you jump into the driver's seat.



What type of car do you want?

What do you need? What can you afford? Be sure to research your choices by reviewing magazines such as *Consumer Reports* for evaluations. Compare prices between two or more dealers who sell the same type of cars.

Remember, the sticker price you see on the window of the car is only the manufacturer's suggested retail price. You don't have to pay that much. Learn to dicker! Car dealers expect you to bargain with them!

Magazines such as *Consumer Reports* can tell you approximately what dealers pay for each make and model car, which will show you how much room you have to bargain.

Compare warranties

Most new cars come with at least a 12-month or 12,000-mile warranty, but some have five-year or 50,000-mile warranties. Most warranties at least cover engine, power train, and rust corrosion; some may cover more. Others offer virtually free maintenance for the first several years. These differences are important; maintenance and repair costs can be significant over time.

Consider financing options

Car dealers offer special low-interest financing from time to time which can be a much cheaper way to finance the car than what you

can get from a bank or credit union. Compare before you decide where to borrow.

Buy only the options you want

Dealers can certainly put extras such as pinstripes and rustproofing on cars, but they must also tell you that you can buy the car without all the extras. You can usually buy these same items from auto parts or auto specialty stores for much less than what the dealer will charge you.

By the way: the Internet is a great source of information about buying cars. If you have Internet access, go to your favorite search engine and search words and phrases such as “car OR auto purchase,” “auto dealer,” “purchase negotiation,” etc.

Dealing with New Car Problems

A problem with your new car can be one of the most distressing consumer problems you’re likely to experience. Don’t despair! For new car owners, Maine has a “Lemon Law” which can result in a refund or new car during the first two years of ownership or the first 18,000 miles (whichever is earlier), if the following conditions are met:

- *Your dealer cannot* repair a serious manufacturer defect which substantially impairs the use, safety, or value of your vehicle;
- *You did not abuse* your car after three attempts (or after holding the car 15 business days or more); and
- *You at least tried* to resolve your complaint through the manufacturer’s dispute settlement procedure (if one is available) or the state-certified arbitration program.

Information on this program must be provided by the dealer. If you do not receive it, contact the Attorney General’s Office. You cannot sign away any rights you have under the Lemon Law.

Even if your written warranty has run out, you still may have rights under Maine’s Implied Warranty law. (See page 36 for a discussion of warranties.) Talk to the dealer and try to work things out. Your problem may be quickly solved.

For further advice on what to do with a possible new-car lemon, contact the Attorney General’s Office (626-8800).

Don't Get Abused When You Buy Used!

Used cars can be great deals, but they can also be the biggest headaches in the world. You never really know what you're getting: how the car was driven and maintained, and where it was kept. But with a little checking—and using your rights under Maine law—you can eliminate a lot of the unknowns about a used car you're thinking of buying.

You have three basic rights when you buy a used car from a used car dealer:

1. *The right* to know about the car's past
2. *The right* to a safe car.
3. *The right* to know how far the car has traveled.



All used cars sold for transportation purposes by dealers are required by law to have on their window a sticker which identifies:

- *The car's* make, model, year, and serial number;
- *The dealer's* duty to give you the name and address of the previous owner if you ask him;
- *How the car* was used by the previous owner: Personal? Police car? Taxi? Rental car?
- *How the dealer* got the car: Trade-in? Auction? Repossession?
- *Any mechanical* defect the dealer knows about;
- *A description* of any damage that has occurred to the car such as fire, water, or collision damage that the dealer knows about;

- *Whether the car* is covered by an implied warranty or is sold “as is”;
- *A written statement* disclosing the dealer’s policy regarding returns of deposits;
- *If applicable*, a statement that the vehicle was returned to the dealer for nonconformities with express warranties: “lemon law” buybacks;
- *If applicable*, a statement that the vehicle was repossessed.

Because the sticker is small, there won’t be a lot of information on any of the items listed, so don’t be afraid to ask the dealer for more details. Be sure to get the name and telephone number of the previous owner. Call the previous owner to find out what you can about the car. Why was it sold?

Some used cars come with warranties that may be transferred by the car’s previous owner. You should check with the dealer or previous owner to see if there is a warranty that can be transferred to you. The warranty you get with a used car is often very different from what you’d get with a new car. In fact, the dealer is required to furnish a written statement containing the warranty of inspection and any other warranty that may be extended or agreed to.

The dealer must also display a certificate of inspection issued no more than 60 days before the day of the sale. To pass inspection means that the regular and parking brakes, the horn, all lights, the wipers, the suspension, the exhaust system, and the steering all work. (But: inspections do not cover the car’s engine!) In addition, the car must have seat belts, a rear view mirror, tires with sufficient tread, proper alignment, and no rust holes in the body. The car must also have reflectors, fenders, and two-way windows (windows through which you can see into the car as well as outside). If the car is a 1983 model or newer, it must have a catalytic converter and a filler neck restriction on the gas tank.

If such a promise is made and the car you buy doesn’t pass inspection, the dealer must bring the car up to standards at no charge to you. If not, the dealer has broken the law and can be heavily fined.

There are two types of used cars that can be sold by a dealer without meeting inspection standards. One is a car sold for scrap or parts (not for transportation), as long as the sales agreement says so. The other is a so-called “mechanic’s special,” a car which needs repairs that the buyer will take care of in exchange for a cheaper price. The buyer must sign a statement describing the parts needing inspection, information about the last inspection, and that the car is unsafe and must be towed away. The dealer must attach a copy of this statement to the car.

If any provision of this law is violated (that was not the result of an innocent mistake), a court could make the dealer pay you a penalty of at least \$100 and perhaps as much as \$1,000, plus other expenses caused. Finally, you have the right to know the car's true mileage. You have this right whether you buy the car from a used car dealer or a private owner. The mileage a car has been driven is a good indication of its relative value and safety.

When You Need Repairs

The law gives you four important rights when you need car repairs.

- *First*, each repair shop is required to post a sign stating its hourly charge for labor, or whether the shop charges flat rates for certain services. In either case, you have a right to know which method will be used to charge you, and to receive an estimate of the anticipated cost for the job.
- *Second*, you have the right to set a written limit on the cost of repairs. If you leave a written note with the mechanic stating the maximum you will pay for repairs, that amount cannot be exceeded without your permission. If it is, you do not have to pay the extra!
- *Third*, you have the right to inspect all replaced parts, and you may keep any that do not have to be sent back to the manufacturer under a warranty claim program.
- *Finally*, you have the right to know whether the parts being installed are new or used. The law prohibits a mechanic from using rebuilt or reconditioned parts without your permission.

Car Crashes

Even the best drivers can be in car crashes. If you are involved in one, you must stop as soon as you can without endangering traffic. If you hit an unoccupied vehicle, you must leave a note with your name and address. If you hit roadside property, you must try to find the owner and give him or her your name and address. If someone is injured, you must offer assistance, and call a doctor or ambulance, and police.

You and the other driver must also exchange names, addresses, driver's license and vehicle registration numbers, and insurance companies. If you leave the scene of an accident without providing this information, and there has been property damage or personal injuries, you may be subject to criminal prosecution.



If the crash resulted in death or injury to anyone, or in property damage of \$1,000 or more, you must immediately report it to the nearest law enforcement agency. You must also fill out an official report on the accident within 48 hours.

If you are in a crash, get the names of witnesses; do not comment on the crash and do not place blame on yourself or others, even though you may think you know where the fault lies; assist the police if possible; see a doctor if you are aware of any injury whatsoever; and inform your insurance company as soon as possible.

Seat Belts

The law requires that the driver must wear a seat belt. Under penalty of a \$25–\$50 fine, the driver is also responsible for making sure that all passengers 8 to 18 years of age also wear seat belts, and that passengers younger than 8 and who weigh at least 40 pounds are in federally approved child restraint systems. Passengers who weigh less than 40 pounds must be properly secured in child safety



seats. If you are the child's parent or legal guardian, the court will waive the penalty for the first offense, but only if you show the judge within 30 days that you have acquired and installed a child safety seat or child restraint system. Passengers older than 18 must also wear seat belts or they risk being fined \$25 to \$50 for not using them.

Insurance

You must have insurance for your car before you can register it. If you are stopped by a law enforcement officer for a moving violation, or if you are involved in an accident, you must present a motor vehicle insurance identification card or evidence of financial responsibility and proof of uninsured motorist coverage.

A lapse or cancellation of your car insurance will lead to suspension of your car registration and plates, and you will no longer be able to drive it. Your insurance company will notify the Secretary of State's office, and you will then need to provide proof of current insurance to the Secretary of State prior to the effective date of the suspension. If proof is not provided until the suspension becomes effective, you will have to pay a \$35 reinstatement fee. For details, visit www.maine.gov/sos/bmv/insurance.htm on the Web.

It pays to shop around for automobile insurance, since rates vary widely from one insurance company to another, based in part on your age, driving record, whether you have taken a driver education course, and whether you are or were a good student.

Registration

All motor vehicles operated on public roads must be registered and inspected once a year. You can get a safety inspection at many local mechanics and auto repair shops which post a sign announcing that they are licensed by the state to conduct safety inspections. For more information, call 207-624-8939.

To register a newly acquired vehicle, you must pay an excise tax at your town or city hall, and a registration fee to the Maine Department of Motor Vehicles. The base registration fee is \$25 for regular automobiles.

When you first register, you also pay the sales tax—5 percent of the bill of sale. The fee paid to the town or city is based on the book value of

the vehicle. It is now possible in some instances to renew your registration and pay your local excise tax on line through a state service called Rapid Renewal. To find out if your town or city is part of the program, visit the Secretary of State's Web site at <http://www.informe.org/bmv/rapidrenewal/>

Speed

Speed limits are those posted on traffic signs. If no limit is posted, the maximum speeds are 15 mph in school zones during recess or during opening and closing hours, 25 mph in cities and towns, 45 mph on county and state roads, and 55–65 mph on the turnpike and interstate.

Regardless of what speed limit is posted, you always have to obey the basic rule: you may drive only as fast as is safe under the prevailing conditions. During heavy rain, snow, fog, or other bad conditions, you can be pulled over and fined for imprudent driving even if you weren't going faster than the posted speed.

Finally, driving more than 30 mph over the speed limit is a criminal offense, for which you can be arrested and, if convicted, sentenced to jail.

Drunk Driving

If you're pulled over on suspicion that you were "operating under the influence" ("OUI"), you may be required to take a breath test or blood test to determine the alcohol content of your blood.

The law enforcement officer decides which test you must take. (If you take a blood test, you may have your own doctor administer it if it can be done promptly.) The law of implied consent means that if you operate a vehicle on Maine roads, you have a duty to submit to a blood alcohol test, or a blood or urine test, if an officer reasonably believes that you were driving while impaired by drugs other than alcohol. If you refuse to take the test, your license will be suspended for at least 275 days, and may be suspended for up to six years.

If your license is suspended, you may ask for a hearing by the Secretary of State, whose decision can be appealed to Superior Court. In recent years, the Legislature has made Maine's already tough drunk driving law even tougher. There are two ways that you may be convicted of drunk driving. First and most common is excessive blood alcohol (EBA). If you are under 21, *any* amount of alcohol



in your blood will cause a one-year suspension of your driver's license.

If your blood alcohol level is 0.08 percent or above, the law declares you to be legally drunk, no matter how much in control you may think you are. In addition, if you are stopped and your blood alcohol level is between 0.05 percent and 0.08 percent, you may be found guilty of operating under the influence (OUI).

It is important to remember that in Maine, you may be convicted of drunk driving even if your blood alcohol is below 0.08 percent. You may also be convicted of operating a motor vehicle while under the influence of drugs other than alcohol.

Drunk driving is a criminal offense, and the penalties are severe. If your blood alcohol is between 0.08 percent and 0.15 percent, and you have no prior OUI convictions, and have not previously refused to take a blood alcohol or drug test, the minimum penalties are a \$400 fine (\$500 if you refuse to submit to a blood-alcohol test) and a 90-day license suspension.

If, at the time of your arrest, (1) your blood alcohol level was greater than 0.15 percent, or (2) your blood alcohol was over 0.08 percent and you were driving 30 mph over the speed limit, or (3) your blood alcohol

level was greater than 0.08 percent and you attempted to elude a police officer, or (4) there was a passenger in the car under 21 years of age, you face a mandatory 48-hour jail term.

If you refuse to take a blood alcohol test in any of these four situations, the minimum jail time increases to 96 hours. The court has the discretion to sentence you more severely.

On a second drunk driving conviction within 10 years, the minimum penalties are a \$600 fine, a seven-day jail sentence, and an 18-month license suspension. Refusal to take the test will result in minimum penalties of \$800 and a 12-day jail sentence. Your right to register a motor vehicle will also be suspended for 18 months.

These penalties cannot be waived. For subsequent convictions, the penalties are increased. If you become a multiple offender, you will be required to participate in alcohol counseling before you can get your driving privileges back. In addition, if you are convicted of drunk driving in an accident which caused serious bodily injury or death to another person, you can be sentenced to up to five years in jail.

If you are convicted of a second or subsequent offense of drunk or drugged driving while your license is under suspension from the prior conviction, and you are the owner or part-owner of the motor vehicle, that vehicle can be taken from you by the state.

Don't forget that the Secretary of State can suspend your license for a longer period of time than those listed above. If you are convicted criminally, your license can be suspended up to 275 days more than the 90-day suspension. If you refused to take the blood test and are convicted, the six-month automatic suspension is on top of whatever suspension the judge gives you. A judge can increase jail time up to one year, and fines up to \$1,000 if there are good reasons.

Further, the Legislature has enacted an extremely tough law for persons under the age of 21 who are caught driving with even a 0.02 percent blood alcohol level. The penalty is license suspension for one year. If you refuse to take the blood alcohol test, then just the sworn statement of the police officer that there was reasonable cause to believe you were drinking and driving can be enough to suspend your license for a year. Driving while drunk is the stupidest thing you can do. Don't do it.

Defensive Driving and Point System

Driving is a privilege, not a right, so it can be denied you at any time you fail to drive safely.

The Secretary of State may suspend your license if you are convicted of certain driving offenses or if you accumulate 12 or more demerit points within one year. Demerit points are given for motor vehicle convictions. A three-point credit will be given for completion of a defensive driving course and will show on your record for one year.

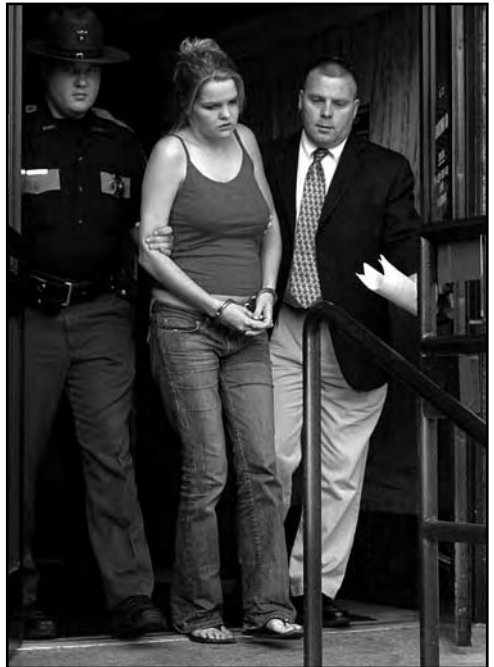
Any Maine driver who has no violations, suspensions, or revocations during a calendar year will be awarded a one-point credit, which may be used to offset demerit points. You cannot accumulate more than four credits.

The clerk of your District Court will inform you of when and where the defensive driving course will be held, and what the suspension period and demerit points for certain driving offenses are.

Any person whose license is suspended has the right to request an administrative hearing with the Secretary of State.

IF YOU ARE ARRESTED...

Law enforcement officials have a right to ask you to identify yourself or to question you briefly without arresting you. If they have a reasonable belief that you are armed, they may do a limited pat-down search of your outer clothing. This does not mean that you are arrested, and, generally, you are not required to provide information other than your name, address, and your rea-



son for being where the official stopped you. An “arrest” occurs when the law enforcement officer takes you into custody or otherwise deprives you of your freedom. Remember that resisting arrest is a crime and that the officer may use reasonable force to make the arrest and to keep you from escaping.

Police officers can make an arrest:

- *With a warrant* (a specific order issued by a court, based on sworn testimony establishing “probable cause,” or belief that you have committed the crime charged in the warrant).

- *Without a warrant*, if the officer sees you violating the law or if there is good reason to believe that a crime has been committed and that you committed it.

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

If you are arrested, you should try to remember all details of the arrest, including the officer’s statements, the sequence of events, and inform your attorney of these details. You should also ask the officers to give you their names and badge numbers.

You have these rights:

- *You have the right* to be informed of your rights. If the police wish to question you, they must inform you of your right to remain silent, that any statement you make may be used as evidence against you, and that you have a right to have a lawyer present before any questioning.

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

- *You have the right* to telephone an attorney and to telephone your friends or family to notify them of your arrest. If you can’t afford a lawyer, you are entitled to a court-appointed lawyer at no charge to you.

- *You have the right* to consult with your lawyer wherever you are being held.

- *You have the right* to be released on bail before trial in almost all cases. Your release may be conditioned on the deposit of money or the posting of property as security, your signature on an unsecured bail bond, and/or your compliance with certain conditions, such as remaining in the state, reporting to a probation officer, or refraining from seeing or associating with certain individuals.

- *After being arrested*, you have the right to be taken before a court official (judge or magistrate) without any unnecessary delay to be informed of the charge against you, and you have the right to a free lawyer if you can't afford one.

If you decide to plead guilty, the prosecuting attorney may agree to intervene with the court on your behalf. Don't rely on the promise of a police officer to help you in exchange for a confession. You may, however, rely on a promise of the prosecuting attorney to dismiss certain charges or to recommend a particular sentence to the court in exchange for a guilty plea. This is known as "plea bargaining," and it is entirely legal in Maine.

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



Pre-Trial Detention

If the federal government charges you with a crime, you could be detained, in custody, while you wait for trial.

Federal law allows you to be held in jail without bail before trial if the judge finds there is a serious risk that you will flee, or that you are a danger to the safety of the community.

In addition, if the crime charged is a crime of violence, a serious drug offense or there is a serious risk that you will obstruct justice or threaten a witness, you will have to overcome the presumption in the law that you should not be released.

You cannot be held for more than 48 hours without a bail hearing before a federal judge or magistrate, but Saturdays, Sundays, and legal holidays don't count as part of the 48 hours.

Liquor Liability

Who pays damages?

Any person, including your best friend or parent, who gives or sells alcohol or drugs to a person under 21 years of age, or to any age person who is visibly intoxicated, may be ordered by a court to pay up to \$250,000 in damages, not including medical costs.

Even if your parents did not provide the alcohol or drugs, they could still be liable for damages caused by you or your friends if you used their home for a party or if you still live at home or are supported by them. You also can be held liable if you cause damages while impaired by alcohol.

You should also know that it is unlawful in the state of Maine for a minor to operate a vehicle knowing that someone else in the vehicle possesses alcohol, even if that other person is an adult!

Maine Drug Laws

It is unlawful in Maine to possess (unless you have a prescription), give away, or sell most prescription drugs or illegal drugs. And the penalties can be fierce if you are convicted of these offenses. You can be sentenced up to 10 years in prison for selling even a small amount of cocaine and, very often, will receive two years incarceration for the first conviction.

You may also lose your driving privileges for up to five years if you used your car to sell the drugs. If you sell these drugs within 1,000 feet of school property, you could be sentenced to as long as 40 years in prison.

Possession of less than 1.25 ounces of marijuana, however, is a civil violation, not a crime, and could result in a civil fine of \$200 to \$400.

With a letter from a physician stating that you need marijuana for certain specified medical purposes, state law allows you to possess “a useable amount” without penalty.

Federal Drug Penalties

Federal drug laws carry stiff penalties. Serious offenses, involving possession of large amounts of illegal drugs with intent to distribute, carry mandatory minimum prison terms of 10 years.

Under these laws, it is a crime merely to transfer the illegal drugs from one person to another—no sale has to take place. If you are found guilty, the judge has little option but to put you in prison for at least 10 years and perhaps for the rest of your life. Crimes involving lesser amounts of drugs may still require a mandatory minimum prison term of at least five years.

In addition, the government may seize and sell your home, your car, your jewelry or anything else of value connected to your drug activity.

THE COURTS IN MAINE...

Courts are institutions designed to resolve civil and criminal complaints and disputes (All legal matters brought before the courts are classified as either criminal or civil). The courts also provide official approval of certain matters, such as the distribution of property after death, adoptions, and name changes, that are not in dispute.

As with legislative and executive branches of government, the judicial branch exists at both the federal and state levels.

Federal Courts

There are two federal courts in Maine. One is the U.S. Bankruptcy Court, and the other is the U.S. District Court. The Bankruptcy Court handles exclusively bankruptcy matters, and the District Court is a trial court that hears a wide variety of both civil and criminal matters.

Both of these courts are located in both Portland and Bangor. Each court has its own presiding judge, and each of the two District Courts has a magistrate. The magistrate generally hears less serious criminal cases, motions, and lawsuits in which the parties agree to have the magistrate decide their case. Magistrates also preside at bail hearings and hear preliminary matters.

The U.S. District Court is a trial court, which means that parties present their case in this court. They may call and cross-examine witnesses and offer documents to the court to review. Depending on the subject matter of the case and choice of the parties, either a judge or a jury may decide a case.

District Court decisions may be appealed to the Circuit Court of Appeals for the First Circuit, in Boston. Circuit Court decisions may be appealed to the U. S. Supreme Court in Washington, D.C.

Maine Courts

Maine's state principal courts are the District Court, where lesser criminal offenses, civil actions, and family law matters may be tried; the Superior Court, where almost all civil and criminal matters may be tried; and the Supreme Judicial Court, which hears appeals from all trial courts. Maine also has Probate Courts for questions involving estates and similar matters.

- *The District Court and the Probate Court* are the first level, called “courts of limited jurisdiction” because they have the power to decide only certain kinds of controversies and cases. There are no juries in these courts.

The District Courts are the trial courts for most of the civil cases arising among Maine residents, as well as for most of the state's less serious criminal cases. Small claims complaints and juvenile cases are also decided in the District Courts.

The Family Division of the District Court has jurisdiction over matters concerning the needs of families with minor children (under age eighteen). Eight family case management officers serve in the District Court Family Division throughout the state, and they decide, on a temporary basis, child support and certain other issues concerning parental rights and responsibilities. Family case management officers can also



issue final orders with regard to child support and certain other final orders in uncontested cases.

There is one Probate Court in each Maine county. The judges in these courts decide cases involving wills and estates, adoptions, name changes, and guardianships for minor children as well as for adults.

- *The second level of state courts* are the Superior Courts, which are courts of general jurisdiction, with power to decide any type of civil or criminal case, unless the Maine Legislature has decided specifically to have a particular type of case decided by another court. There is one Superior Court for each of Maine's 16 counties.

The judges preside over the more serious civil and criminal cases, such as those involving more money in civil disputes or more severe penalties in criminal cases. The civil and criminal trials may be conducted with a jury.

The Superior Courts also serve as the first appeals court for decisions made by District Court judges. If a party appeals a decision of the District Court, the Superior Court's job is limited to deciding whether the District Court applied the law correctly to the facts. The Superior Court does not decide the facts of the case on appeal.

• *The third and highest level*, where some cases are further appealed, is the Supreme Judicial Court and Law Court. This Court, located in Portland, is called the Law Court when it is hearing appeals from civil and criminal trials in the lower courts. There are seven justices, one of whom serves as the chief justice.

The appeals they hear may be from trials in the District Court that were already appealed once to the Superior Court. Other cases are appealed directly from the Superior Court when the trial took place in that court. Probate Court decisions are appealed directly to the Law Court.

As in all other appellate courts, there is no jury and the justices' task is to decide how the law should have been applied to the facts in the particular case before it. The Law Court does not conduct a new trial of the case.

But because it explains the law and how it applies in particular situations, the Law Court is an important source of law in the state of Maine, and the highest decision-maker in the judicial branch of government, equal in power to the other two branches, the executive (the governor and state agencies) and the legislature.

ALTERNATIVE DISPUTE RESOLUTION...

A procedure used to settle disputes other than through court litigation is sometimes referred to as alternative dispute resolution.

Occasionally, ADR is part of court procedure, but more often is used by people outside the court system, with or without the help of a lawyer. ADR includes mediation, arbitration, and conciliation. Mediation is the most popular.

Mediation allows parties to reach compromise agreements without having to pay the high emotional and financial costs of going to court. It also takes place much more quickly than court hearings. If both parties agree to mediation, for example, a dispute might be resolved in one day!

Usually, parties are represented by attorneys. It is possible, however, for parties to represent themselves. The courts call people representing

themselves “pro se” litigants. This means, literally, “for him/herself.” Non-lawyers, however, cannot represent anyone except themselves.

There are several lawyers who specialize in mediation. They can be found in the Yellow Pages under “Mediation” or by contacting the clerk of the court. (For a free brochure about Alternative Dispute Resolution, call 622-1460 or 1-800-860-1460.)

FOR MORE INFORMATION...

The law is changing all the time. This booklet is intended for general information purposes only. It does not attempt to provide legal advice. What it does give is a summary of the laws as they existed in January 2005. Remember that generalized, “one size fits all” legal advice is often useless, and it can be dangerous! Whenever you need legal advice you should get it from an attorney of your choice who can take into account all the factors that apply to your particular situation.

Websites for more information:

- **Adoption:** www.mainebar.org/lawyer_pamphlets.asp
- **Becoming a citizen:** www.immigration.gov/graphics/services/natz/citizen.htm
- **Birth control, abortion:** www.mainefamilyplanning.org
- **Buying a used car:** www.state.me.us/sos/bmv/usedcar.html
- **Car collisions:** www.mainebar.org/lawyer_pamphlets.asp
- **Car insurance:** www.maine.gov/sos/bmv/insurance.htm
- **Car registration, online:** www.informe.org/bmv/rapid-renewal/
- **Child support:** www.ptla.org/ptlasite/cliented/family/TANF_childsupport.htm
- **Child support:** www.ptla.org/ptlasite/cliented/family/support.htm
- **Child support:** www.ptla.org/ptlasite/cliented/family/childsupport.htm
- **Children and families:** www.maine.gov/ag/
- **Civil rights:** www.maine.gov/ag/
- **Courts:** www.courts.state.me.us/mainecourts/
- **Consumer protection:** www.maine.gov/ag/
- **Crime and victims:** www.maine.gov/ag/
- **Divorce and separation:** www.mainebar.org/lawyer_pamphlets.asp

- **Divorce and separation:** www.ptla.org/ptlasite/cliented/family/familyresource.htm
- **Domestic abuse:** www.mainebar.org/lawyer_pamphlets.asp
- **Domestic abuse:** www.ptla.org/ptlasite/cliented/family/pfa.htm
- **Driver’s license changes:** www.maine.gov/sos/bmv/address.htm
- **Emancipation:** www.ptla.org/ptlasite/cliented/family/emancipation.htm
- **Employment law:** www.ptla.org/ptlasite/cliented/employmentindex.htm
- **Finding a lawyer:** www.mainebar.org/lawyer_pamphlets.asp
- **Food stamps:** www.mejp.org/foodstampoverview.htm
- **Health care:** www.ptla.org/ptlasite/cliented/healthindex.htm
- **Health issues:** www.maine.gov/ag/
- **Immigrant Legal Advocacy Project:** www.immigrantlegaladvocacy.org/
- **Immigration benefits:** www.immigration.gov/graphics/services/index.htm
- **Landlord-tenant law:** www.mainebar.org/lawyer_pamphlets.asp
- **Landlord-tenant law:** www.ptla.org/ptlasite/cliented/housingindex.htm
- **Maine Constitution and laws:** janus.state.me.us/legis/ros/meconlaw.htm
- **Maine courts:** www.courts.state.me.us/
- **Maine state government:** www.state.me.us/
- **Making a will:** www.mainebar.org/lawyer_pamphlets.asp
- **Mediation:** www.mainebar.org/lawyer_pamphlets.asp
- **OUI law:** www.mainebar.org/lawyer_pamphlets.asp
- **Paternity:** www.ptla.org/ptlasite/cliented/family/paternity.htm
- **Pine Tree Legal Assistance:** www.ptla.org/index.html
- **Selective Service registration:** www.sss.gov
- **Volunteer Lawyers Project:** www.vlp.org/
- **Voting:** www.state.me.us/sos/cec

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INDEX**Symbols**

3-day right to cancel 50
 30-day notice 35
 45-day notice 36

A

abortion 24, 73
 absentee ballots 5
 adoption 22, 26
 adulthood 11
 advance directive 28
 age of majority 11
 alcohol 19, 62, 63, 64, 68
 alien registration card 3
 alimony 23, 24
 alternative dispute resolution 72
 annual percentage rate 37
 apartments 30
 appeals court 71
 armed forces 5, 12
 arrest 63, 66
 arrest warrant 66
 assets 26, 27, 29
 attending college 4
 attorney fees 32
 Attorney General 47, 48, 50, 51, 56
 at will 16

B

bail 67, 70
 bank accounts 11, 21, 45
 banks 36
 Better Business Bureau 52
 billing error 40
 Bill of Rights 9
 biological father 25, 26
 biological mother 26
 birth certificate 25
 birth control 24, 73
 blood alcohol 63, 64
 borrowing 37

breath test 62
 Bureau of Labor Standards 16
 Bureau of Motor Vehicles 33

C

car crashes 59
 car dealers 55
 car insurance 61
 car repairs 59
 case management officers 23, 70
 cashless society 37
 certificate of inspection 58
 checking account 36
 children 12, 21, 23, 25, 26, 27, 29,
 36, 37
 child support 22, 23, 26, 70
 Circuit Court of Appeals 70
 citizenship 3, 6, 9, 73
 closed-end credit contracts 38
 cocaine 68
 collateral 38
 college 4, 9, 11, 14
 complaints 15, 18, 23, 25, 46, 51,
 56
 conscientious objector 14
 conservators 27
 Consumer Division 51
 Consumer Law Guide 47, 48
 Consumer Product Safety Commission
 52
 contempt of court 24
 contract 2, 9, 10, 11, 16, 18, 20, 22,
 38, 43, 49, 50, 52
 contracts 2, 9, 10, 38, 43
 conviction 64
 cost of credit 37
 court-appointed lawyer 66
 court costs 32
 courts of general jurisdiction 71
 courts of limited jurisdiction 70
 credit 2, 37, 38, 40, 41, 42, 45, 46,
 47, 49, 50, 55, 65
 credit-line checking accounts 40

credit application 37
 credit bureau 41, 42
 credit bureaus 41
 credit card 9, 37, 38, 40, 41, 46,
 47, 49
 credit cards 40
 credit history 37
 creditor 11, 37, 38, 40
 credit report 41
 credit reporting agencies 37, 41
 credit reports 41
 credit unions 36
 crime 11, 19, 21, 25, 66, 67, 68
 criminal complaints 69
 criminal offense 62, 63
 criminal penalties 14, 29, 63, 64,
 68, 69, 71
 Cumberland Legal Aid Clinic 53

D

damages 10, 11, 68
 dangerous conditions 16, 31
 dating 19
 debit cards 40, 46
 debt 10, 11, 38, 39
 debt collector 39
 deceptive advertising 43
 deceptive business practices 52
 default 37, 38
 demerit points 65
 Department of Homeland Security 7
 Department of Human Services 22,
 23, 25
 disability 6
 discharge 17
 discrimination 15, 29
 District Court 11, 20, 23, 31, 53, 65,
 69, 70, 71
 divorce 22, 73
 Do Not Call list 47
 draft 2, 13, 14
 driver's license 4, 5, 14, 26, 33, 59,
 62, 63, 64, 65, 66, 74
 driver's license 4, 14, 33, 59, 62
 drug laws 69

drugs 19, 62, 63, 68, 69
 drug test 18, 63
 drunk driving 62, 63
 durable health care power of attorney 28
 durable power of attorney 28

E

education 11, 61
 electricity bill 32
 emancipation 11, 74
 employees at will 16
 employer evaluations 17
 employers 15, 16
 employment 11, 15, 16
 employment agencies 15
 Employment Standards Division 16
 entrance fee 35
 Equifax 46
 estate 27
 eviction 33
 excise tax 61
 Experian 46

F

Fair Credit Billing Law 40
 Fair Debt Collections Practices Act
 39
 Family Division 23, 70
 Federal Trade Commission 46, 49,
 50, 52
 fiancé 20
 finance charge 37
 finances 36
 financial power of attorney 29
 fingerprints 66
 foster home 21
 free gifts 47

G

green card 3
 guardians 27

H

handicap 15, 29
 harassment 18, 20
 hardship 6
 hazardous conditions 30
 hazardous products 52
 health care 11, 28
 high school 9, 12
 housing codes 30
 Human Rights Commission 15, 17,
 18
 human rights ordinances 29

I

identification 6, 14, 46, 61, 66
 identity 4, 14, 45, 46
 identity theft 45
 Immigration and Naturalization
 Service 3
 implied consent 62
 implied warranty 44
 Implied Warranty of Habitability 30,
 35
 income 6, 36, 53
 income tax 6
 inheritance 27
 installment contract 39
 installment loan 9
 insurance 9, 23, 27, 46, 61, 73
 Internet 45, 46, 48, 56
 intestacy 26
 intestate estate 27
 irreconcilable differences 22

J

jail 62
 job 11, 14, 15, 17, 18, 19, 23, 36,
 37, 52, 59, 71
 joint account 37, 42
 joint bank accounts 21
 judge 6, 20, 23, 24, 34, 52, 60, 64,
 67, 69, 70
 juries 6

jury service 6
 Juvenile Court 11

L

labor union 15
 landlord 29
 landlords 29, 30
 Law Court 72
 Lawyer Referral and Information
 Service 53
 lease 32, 33, 36
 Legislature 62, 64, 71
 Lemon Law 56
 lenders 37
 license 64
 license suspension 64
 living will 28
 loans 38

M

magistrate 67, 68, 70
 mail 48
 Mail Order Merchandise Rule 49
 Maine Bureau of Labor Standards 16
 Maine Civil Liberties Union 53
 Maine Department of Motor Vehicles
 61
 Maine District Court 11, 20
 Maine Family Planning 24
 Maine Human Rights Commission
 15, 17, 18
 Maine Mobile Home Park Law 35
 Maine State Bar Association 54
 Maine State Better Business Bureau
 52
 Maine Superior Court 31
 Maine Workers Compensation Law
 19
 majority 11
 marijuana 68
 marital property 22, 24
 marital status 37, 41
 marriage 20, 22
 mechanic's special 58
 mediation 11, 23, 72, 73
 medical expenses 19, 25

medical records 17
 medical treatment 28
 military service 12
 minimum wage 15
 mobile home 34, 36
 mobile home park 34
 money 10, 11, 22, 29, 31, 36, 37,
 38, 39, 44, 47, 49, 50, 71

N

National Labor Relations Board 16
 naturalization 3
 new cars 55
 noncustodial parent 25
 notice of right to cure default 38

O

Office of Consumer Credit Regulation
 52
 online purchases 46
 open-end credit accounts 40
 open-end credit contracts 38
 operating under the influence 62
 order of protection 20
 overdraft protection 36

P

parental rights 23, 24, 25, 70
 parental rights and responsibilities 24
 parents 11, 20, 24
 pat-down search 65
 paternity 22, 25, 74
 penalty clauses 10
 persistent vegetative state 28
 personal identification number 46
 personnel file 17
 photograph 66
 Pine Tree Legal Assistance 53, 74
 Pine Tree Legal Assistance, Inc. 53
 plea bargaining 67
 police 66
 police officer 63, 64, 67
 police officers 66
 polling places 5

Postal Inspection Service 48
 Post Office 33
 power of attorney 21, 28, 29
 pre-trial detention 67
 premarital agreements 22
 primary election 5
 privacy 32
 probable cause 18, 66
 Probate Court 22, 26, 70, 72
 probation officer 67
 property 22, 23
 pro se 73
 prosecuting attorney 66, 67
 Public Protection Unit 52
 Puerto Rico 3

R

Rape Crisis Center 19
 Rapid Renewal 61
 real estate 10, 22, 29, 36
 real property 22
 registered mail 51
 rent 31
 renter 29
 repair shops 59
 repossession 11, 38
 residency 4
 resisting arrest 66
 retail installment contract 39
 revolving charge accounts 40
 right to remain silent 66

S

safety inspections 61
 sales tax 61
 savings account 36
 seat belts 61
 Secretary of State 5, 33, 61, 62, 64,
 65
 security 8, 31, 33, 35, 52, 67
 security deposit 31, 33, 35, 52
 Selective Service 13, 14, 74
 seven-day eviction notice 33
 sex 11, 15, 18, 19, 23, 29, 37
 sexual conduct 17

sexual contact 19
 sexual harassment 17
 sexual orientation 29, 41
 sexual partners 20
 Small Claims Court 32, 52
 smoke detectors 30
 Social Security 21, 45, 46
 Social Security Administration 46
 Social Security number 45, 46
 speed limits 62
 stalking 20
 sticker price 55
 student loans 9
 Superior Court 31, 53, 62, 71, 72
 Supreme Judicial Court 70, 72
 surviving children 27
 surviving spouse 26

T

telephone solicitations 47
 tenant 29
 terrorism 7
 terrorist attacks 7
 town clerk 20
 transactions 29
 TransUnion 46
 trial 7, 67, 71, 72
 trial courts 70
 trusts 27

U

U.S. Bankruptcy Court 69
 U.S. District Court 69
 U.S. Occupational Safety and Health
 Administration 16
 U. S. Postal Service 45
 U.S. Supreme Court 17, 70
 union contract 18
 unpaid leave 16
 unsolicited merchandise 48
 unwed parents 25
 used cars 56
 utility bills 32

V

vehicle registration 5, 61
 visitation rights 23
 Volunteer Lawyers Project 53, 74
 voter registration 4, 6
 voting 4, 74

W

wages 11, 15, 39
 warranty 43, 44, 51, 55, 56, 57,
 58, 59
 Warranty of Habitability 30, 31, 33,
 34, 35
 welfare 11, 25, 26, 29
 welfare benefits 25
 whistleblower status 15
 work environment 17, 18
 Workers Compensation 19
 workers compensation 15
 Workers Compensation Board 19
 working conditions 15
 workplace 16, 17
 writ of possession 34

NOTES

NOTES

Dear Reader,

We hope you will share with us your thoughts on this brief guide—whether you found it helpful, understandable, and useful, and whether there are topics we may have overlooked or not covered adequately. With your help, we hope to improve *On Your Own* in future annual editions.

Please send your comments to:

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