

Legal Service
LEGAL INFORMATION HANDBOOK

SUGGESTED IMPROVEMENTS. The proponent of this pamphlet is the Staff Judge Advocate (SJA). Users are invited to send comments and suggested improvements to Commander, III Corps and Fort Hood, ATTN: AFZF-JA-LA, Fort Hood, Texas 76544-5056.

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LEGAL ASSISTANCE

Legal advice and legal assistance are available from the Legal Assistance Office, a section of the Office of the Staff Judge Advocate (SJA). The services of licensed attorneys and their staff are provided free of charge for your personal legal problems. There are three legal assistance offices at Fort Hood, one for each of the three major commands. They are listed below:

Office	Bldg	Phone	Hours
III Corps	1001	287-5297 or 287-7901	Walk-in: 0830-1130 and 1300-1630 Monday, Tuesday, Wednesday, and Friday Thursday, 1300-1630
1st Cavalry Division	28000	287-6060 or 287-5878	Walk-in: 0830-1100, Monday, Wednesday, and Friday Appointments: 1330-1600 Monday through Friday

DURING DESERT SHIELD

As of the date of this handbook's publications, 2d Armored Division Legal Assistance will serve 1st Cavalry Division soldiers/family members whose last names begin with A to J. III Corps Legal Assistance will serve 1st Cavalry Division soldiers/family members whose last names begin with K to Z.

2d Armored Division	410	287-7417 or 287-7305	Walk-in: 1300-1600, Monday and Friday 1600-1800, Tuesday Appointments: Call 287-7305 to schedule NOTARY SERVICES: during duty hours EXCEPT Monday through Friday: 1130-1300, and Thursday during prime training
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If you are assigned to either division, you and your family members should seek assistance at your division Legal Assistance Branch. Other persons should seek assistance from the III Corps Office. The following categories of persons are also eligible for legal assistance and should seek assistance from the III Corps Office:

Military personnel of every service while in an active duty status.

Retired personnel of every service.

Members of Allied Forces.

Family members of the above.

The legal services available include almost all those rendered by civilian attorneys. However, no legal assistance attorney may represent a client in a civilian court or provide assistance relating to private income-producing activities. Within these limits, a legal assistance attorney may provide you legal advice, write letters, and negotiate and perform other legal professional functions. If you are uncertain about your particular case, you should visit your Legal Assistance Office. Legal assistance cannot be rendered telephonically. The following are some of the matters handled frequently:

Wills and Powers of Attorney.

Family situations such as divorce and adoption.

Taxes.

Real estate transactions.

Consumer complaints.

Notary services.

Landlord and tenant disputes.

Review of various transactions, such as insurance, loan and sales contracts.

This list is not complete, but merely illustrates the broad range of legal services available.

Any discussion between a legal assistance attorney and a client is confidential. This rule of confidentiality also applies to documents you provide the attorney. Your words and papers are protected and are not discloseable without your consent. As a result, it is to your advantage to give the attorney complete facts and papers available. This allows the attorney to give the best possible advice and assistance while you are assured personal information is kept confidential. Opinions and advice given by a legal assistance attorney are his own opinion and do not necessarily represent the views of this headquarters, the United States Army, or the United States Government.

HELP CENTER

Killeen Help Center
916 Parkhill Drive
Killeen, Texas 76541
699-4357

The HELP Center (Center) is an outreach facility of the Central Counties Center for Mental Health Mental Research Services which serves the cities of Fort Hood, Killeen, Harker Heights, and Nolanville. The center's primary function is to provide easy access to mental health services and to act as a convenient referral service to other agencies in the area. Counseling is provided in a way which allows the client to discuss problems with a trained worker and to learn new methods of handling pressures of everyday life. The Center is open from 8:00 a.m. to 5:00 p.m., Monday through Friday. Assistance is provided on a walk in basis. If necessary, the Center may arrange for a counselor to visit the client's home if the client is unable to find transportation to the Center.

The following is a brief synopsis of the services provided at the Center:

Central Texas Council on Alcoholism. A counselor on alcoholism is available daily between the hours of 9:00 a.m. and 5:00 p.m. to provide information and assistance to persons with alcohol problems and questions. The Council deals with preventing and controlling alcohol abuse. For more information, call 699-0676.

Senior Citizens Program. The program provides recreational activities, including field trips, parties, and dances for local senior citizens. Hot meals are served daily between 11:00 a.m. and 12:00 p.m. for those under the nutrition program. Those senior citizens interested in joining the program may call 699-8888. The Center can provide free transportation for senior citizens for medical appointments, and medical trips are provided on a scheduled basis. For more information, call 699-8888.

Community Hope Emergency Fund (CHEF). This fund was established to assist persons and families in distress, battered wives and other neglected persons, and deserted families. The fund is used only for special emergencies. You may obtain assistance by calling the Killeen HELP Center.

Legal Aid. A representative from the Legal Aid Society is available for counseling twice monthly on Tuesdays. Legal aid is provided to low-income persons with civil disputes. You must make an appointment in advance. Call 1-939-5773 for more information.

FORT HOOD FAMILY ASSISTANCE SERVICES

Army Emergency Relief (AER). AER may be able to assist families with obtaining food, preventing eviction, preventing utilities from being turned off and in some cases, providing transportation home in case of serious illness or death in the immediate family. AER considers other types of emergencies on a case-by-case basis. Duty hours are Monday through Friday 0730-1630, phone number: 287-4936 or 287-3726. After duty hours, call 287-HELP (Chaplains' Line).

American Red Cross. The American Red Cross phone number is 287-4745 and is available for families needing emergency financial assistance.

Emergency Food Locker. The Emergency Food Locker can provide several days supply of basic food items for families in an emergency. Hours of operations are: 0730-1630; phone number is 287-3663. Chaplains will assist with emergency food when Army Community Services (ACS) is closed. Call 287-HELP.

ACS loan Closet. The ACS loan closet can be reached by calling 287-8980.

Alcohol and Drug Abuse Program. Call 287-ALCO to ask questions about the Alcohol and Drug Abuse Program and find out where to get assistance. The Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) provides services to family members to include non-abusers, who are in a relationship such as spouse, parents, child, or significant other, where alcohol or drugs are abused.

Darnell Army Community Hospital (DACH) Social Work Service Is available for a spouse to talk to a social worker between 0730 and 1630 at 288-8470/8471 about problems or abuse. for immediate help, call the military police (MP) desk at 287-2176.

Fort Hood Counseling Resources are:

- a. Mental Health Services at 287-4635.
- b. Stress Counseling Partnership Program at 288-8888.
- c. Chaplains at 287-HELP.
- d. Family Life Center at 287-6310.

CLAIMS

Congress has enacted a number of laws giving private individuals the right to file claims against the United States. This section briefly outlines types of claims that are of particular interest to military personnel. The discussion of these claims is designed only to acquaint you with their general provisions. As an overview, you should realize that the government is not an absolute insurer and the claims regulations are not meant to provide total coverage. The claims regulations should not be relied upon as a substitute for insurance in view of the limitations on the types of losses covered and on the amount payable for many categories of property. For advice or assistance on specific situations, you should contact the Claims Division, Office of the SJA, (telephone: 287-7722/7122).

Personal Property Claims. Military personnel and civilian employees may be paid up to \$40,000 for any loss or damage to their personal property incident to their service. This applies where household goods or other personal property is damaged or lost while being shipped to your new duty station, where your property is damaged or destroyed by fire, flood, hurricane or other unusual occurrence while located in government quarters, or where authorized property is stolen incident to service.

Limitations. There are limitations to personal property claims. Notice must be given to carriers within 70 days after delivery of your household goods. A claim must then be filed within two years from the date it accrues. For each incident of loss or damage, there are limitations on the maximum amounts payable for many categories of property. For example, compensation for china and crystal may not exceed \$2,500 per category per claim; objects of art and tools may not exceed \$1,500 per category per claim; hi-fi and stereo systems including tape recorders cannot exceed \$2,500 per claim; electric and gas appliances cannot exceed \$1,500 per item; compensation for rugs is limited to \$3,000 per claim, and there are many other limitations. Loss of money in any amount during shipment or storage with baggage or household goods is not payable. This list is not all-inclusive and you should consult the 'Its Your Move' pamphlet provided by transportation for more areas of limited payments. You should also be aware that payment is not allowed for consequential damages or other types of loss or incidental expenses, such as loss of use, interest, carrying charges, costs of lodging or food while awaiting arrival or shipment, attorney fees, telephone calls, inconvenience or cost of insurance premiums.

If you have valuable property which exceeds the limitations set forth in AR 27-20 (Claims), it would be very wise to purchase commercial insurance in order to protect yourself and your family from serious loss in the event the property is damaged or destroyed in any manner as set forth above. You can also obtain additional coverage by declaring an excess valuation of your household goods shipment through your origin transportation office. Such a valuation will raise the \$40,000 limit by the amount of the valuation and will lift the specific limits on certain categories of high value goods. The charge for this coverage is \$.50 per \$100 valuation. If your loss arises from shipment of household goods, you must notify the carrier within 70 days of delivery, or your claim may be reduced by the amount the government was precluded from recovering against the carrier by failure to furnish timely notice of loss to the carrier.

Theft Claims. With regard to theft losses, further limitations on payment are imposed in addition to those already stated. For example, compensation for losses of money will generally be limited to \$100 unless exceptional circumstances exist to justify a larger payment. If you have a large sum of money that must be kept for some reason, it should be deposited in a bank, or for emergency storage, in a company safe when a banking facility is not open. Generally, no payment will be made for a claim filed for the theft of a CB radio or tape deck stolen from the passenger compartment of a vehicle unless it was permanently installed. If payment is made, it is limited to \$500 per claim. You are expected to provide adequate safeguards and protection for your property. Any member or authorized agent will not be payable. For example, if you or your spouse go to the commissary leaving your quarters unlocked and, while you are gone, a thief enters the quarters and steals your valuables, a claim would not be payable because you did not safeguard your property by locking the quarters prior to leaving. The government will not compensate people for their carelessness.

Property Damage Claims to Privately Owned Vehicles (POV). AR 27-20 allows you to file claims resulting from negligent acts by a government agent or employee acting within the scope of his employment or

as a result of noncombat activities of the military. For example, if a soldier negligently operates an Army vehicle and causes damage to your POV, you are authorized to recover the amount of your damages from the government. AR 27-20 provides the same protection against such losses due to National Guard activities.

Medical Care Recovery Claims. The Federal Medical Care Recovery Act sets up procedures for the assertion and collection of claims in favor of the United States for the reasonable value of medical services furnished by or at the expense of the Army.

For example, a soldier or a family member is involved in a car accident with John Doe due to John Doe's negligence. The soldier or his family member is hospitalized and most, if not all, medical expenses are paid by the United States Army. The Federal Medical Care Recovery Act allows the Army to assert a claim against John Doe to recover the cost of the medical care. The usual source of recovery is from the insurance company of the negligent person. If this individual is an uninsured motorist, recovery may be sought from the injured soldier's insurance company. No medical care claim is asserted directly against a soldier or his family member unless he was guilty of gross negligence or willful misconduct.

There are other types of claims and claim procedures that can often become very complicated. For advice or assistance regarding claims, you should contact the Claims Division, Office of the SJA, III Corps and Fort Hood. The Claims Division is located in Building 1001, on Headquarters Avenue. Walk-ins are seen from 0730 to 1130 and from 1230 to 1630, Monday through Friday. The Claims Division telephone numbers are 287-7722 or 287-7122.

SMALL CLAIMS COURTS

Texas law provides for small claims courts. These courts are for the person who has a monetary claim against a company or person. Small claims courts can settle disputes involving less than \$2,500. They also provide speedy justice. Normally you need only wait two or three weeks before your case is heard and decided.

Small claims courts are also convenient. You will probably need to travel to the courthouse only twice; once to file the lawsuit, and once for the trial. Also, small claims courts have a simple and informal atmosphere. There is no need to hire an attorney. The justice of the peace, who acts as a judge in small claims courts, is usually not an attorney. It is not unusual for the judges to question witnesses and parties on both sides in order to determine the truth. Finally, the clerks of small claims courts can provide you with assistance. A legal assistance attorney can also assist you.

You may file a lawsuit, or 'claim,' in small claims court if the amount of money in dispute does not exceed \$2,500. Anyone can be sued in small claims court so long as that person or business is present in Texas. If these two general requirements are met, then the following steps should be taken to file a small claims lawsuit.

1. **SELECT THE RIGHT COURT.** In most cases, you must sue in the county precinct where the person being sued resides. However, there are exceptions to this rule. Usually, if the defendant lives on post, in Killeen, or in Harker Heights, you must go to the Bell County Courthouse Annex on Priest Drive in downtown Killeen. If the defendant is in Copperas Cove, you must go to the Coryell County Courthouse Annex on South 2nd Street in Copperas Cove. If you have any doubts on the correct court, ask the clerk at the small claims court nearest you.

2. **FILE A CLAIM.** After the right court has been selected, it is necessary to file a 'claim.' The filing of the claim starts the lawsuit. Generally, your claim is a sworn statement as well as the amount of and reasons for your damages. The claim must contain the following:

- a. Complete name and address of the person being sued (the defendant);
- b. Your complete name and address;
- c. Amount sued for;
- d. Basis of claim; and
- e. Any amounts owed by you to the defendant.

If you are suing a business, then you must follow some special rules. In your claim you must correctly identify a business by its legal name.

The legal name of a sole proprietorship (a business owned and operated by one person) is the owner's name followed by 'd/b/a' (doing business as) and the name of the business. For example, if Joe Merchant owns ABC Meat Market, then the correct name to use on the claim form would be, 'Joe Merchant, d/b/a ABC Meat Market.'

If the business is a partnership (a business with two or more owners) then you name either or both of the partners individually in your claim form, followed by 'd/b/a' and the name of the partnership. An example is, 'Joe Merchant and Jane Seller, d/b/a, ABC Meat Market.'

If the business is a corporation, the claim form must show the full corporate name. Your claim against a corporation would be shown as 'ABC Meat Market, Inc.' or 'ABC Meat Market Co.,' depending on the designation chosen by the corporation.

3. **PAY THE REQUIRED FEE.** After your claim has been prepared, you must pay fees before your lawsuit can proceed. This fee covers the cost of processing the claim and having the claim served on the defendant. These fees may be recovered from the defendant if you win your case. Local filing fees are as follows:

	<u>Bell County</u>	<u>Coryell County</u>
Small Claims (money damages only)	\$50.00	\$37.50
Justice Civil (money damages or property return)	\$55.00	\$45.00

4. **GET READY FOR TRIAL.** Once the fees have been paid, the claim will be served on the defendant and a trial date will be set, usually two or three weeks after you have filed your complaint. Although the court normally notifies you of the trial date, it is a good idea to check with the clerk to be certain.

To prepare, you should carefully go over testimony and documents needed to prove the facts stated in your claim. Each fact stated in your claim must be proved at the trial. You can prove your claim with testimony by you or someone who witnessed the transaction, or by documents. If you relied on an advertisement, bring it to court. If you signed a contract, or were given a receipt, bring that to court. In short, bring every paper or record that is connected to the claim. Then, once you are in court, be prepared to present your case to the judge in an orderly and understandable fashion.

It may be helpful to outline your case before going to court. The outline should be in chronological order. A chronological outline will keep you from skipping around when testifying before the judge, and will help avoid confusion concerning the nature of your claim.

If you have never been to small claims court before, attend a court session as a spectator. Proceedings are open to the public. Your visit as an observer should give you a good idea of what to expect and how to prepare your own case.

5. **TRIAL IN SMALL CLAIMS COURT.** The trial in a small claims court consists of the presentation of evidence (testimony and documents) by the plaintiff and the defendant. Both sides have the right to test each other's evidence by asking questions of every witness. It is not unusual for the judge to question witnesses to be sure that every fact has been disclosed.

Frequently, the defendant will fail to show up for trial. When this happens, the judge may still require you to present evidence of your claim to make sure it is valid.

Once the evidence has been presented, the judge will enter an appropriate judgment either for or against you.

6. **COLLECTING THE JUDGMENT.** A 'judgment' is an order stating that you have won your case and that the defendant owes you money. Generally, the court will not act as a collection agency on your behalf. If the defendant refuses to pay the judgment within 30 days, then you may ask the county sheriff or constable to 'execute' the judgment by seizing a sufficient amount of the defendant's money or property. If the sheriff or constable cannot find money or property of the defendant, then you may record your judgment in the County Clerk's Office. This process is called 'abstracting' a judgment. You will then have a 'lien' on real estate owned by the defendant. This 'judgment lien' will make it difficult for the defendant to sell his property until the judgment is paid.

A successful plaintiff in an automobile accident case may even file the judgment with the Texas Department of Public Safety, which will revoke the defendant's drivers' license, plates, and vehicle registration until the judgment is paid.

7. APPEAL. The judge may rule against you. If you are not satisfied with the judge's decision, there is a right of appeal from the small claims court if the amount involved in the dispute is over \$20. You must file a Notice of Appeal in the small claims court within 10 days after the case was decided. The defendant also has this right. Because the procedure then becomes quite complicated, you should get an attorney.

MAGISTRATE'S COURT

Soldiers who are charged with on-post traffic violations (other than drunk or reckless driving) or fish and wildlife violations on Fort Hood are referred to the United States Magistrate's Court. Cases involving drunk or reckless driving are handled by the soldier's chain of command. Civilians, including family members, who are charged with traffic or fish and wildlife violations and minor criminal offenses are referred to the United States Magistrate's Court.

If you are charged with a violation, you will receive a DD Form 1805 (Violation Notice) or a copy of a federal complaint and information in more serious cases.

In the event you receive a DD Form 1805 as the charging document, the following procedures apply:

If block 'B' (OPTIONAL APPEARANCE) on the bottom of the ticket has been checked, you have 7 days in which to do one of the following:

Pay the collateral amount shown on the lower right hand side of the ticket.

Write 'Protest' on the DD Form 1805 and mail the ticket to the court.

Failure to do either of the above will result in your being summoned to court.

If block 'A' (MANDATORY APPEARANCE) is checked, you must appear in court. You will be notified of your court date by the clerk, United States District Court. The notice will be sent to the address listed on the ticket.

When block 'B' is checked, and no payment is received within 7 days (it is considered received if postmarked on the 7th day), your case is set for court. The clerk, U.S. District Court, mails a notice of your court date to you at the address listed on the ticket. If at this point you decide to forfeit collateral instead of appearing in court, you must mail this payment (the notice includes an envelope for this purpose) to the clerk at least 5 working days prior to your scheduled court appearance. It is better to bring your payment into the U.S. Magistrate's Court, Building 209, Headquarters Avenue. Payment should be made by money order.

Your first appearance before the U.S. Magistrate is called an arraignment. The arraignment will be held in the U.S. Magistrate's Courtroom located on the second floor of Building 209. The Magistrate advises you of the charge and asks how you plead, GUILTY OR NOT GUILTY. If you plead NOT GUILTY, your case is set for trial and you are provided a written notice of your trial date.

At the trial the government will present its case against you through its attorney. You can question government witnesses and present your own witnesses and documents in your defense. You are not entitled to an attorney at government expense, but may obtain an attorney, if you choose, at no expense to the government. The Magistrate considers the evidence and testimony presented and makes his decision. If found guilty, you must pay any fine and special assessments (a set fee) by money order or, for soldiers, by either money order or deduction from your military pay.

If the Magistrate finds you guilty of the charges, you may appeal the case to the United States District Court. The Magistrate will explain the appeal procedure to you. If you are found guilty and fined, you should be prepared to pay the fine immediately even though you intend to appeal the decision.

Under the Comprehensive Crime Control Act of 1984, United States Magistrates have been directed to administer court costs of \$5.00, \$10.00, or \$25.00 per offense for each case resulting in a Class A, B, or C misdemeanor conviction in their courts. For contested traffic offenses, court costs of \$5.00 are assessed. The court cost provision does not apply to offenders who do not contest their tickets and mail in their fine payments.

Failure to appear for arraignment results in the Magistrate issuing a federal warrant for your arrest. To avoid being placed in jail you must post a bond (generally \$100) plus the original amount of collateral on the ticket. Failure to appear for trial results in the Magistrate issuing a federal warrant for arrest. To avoid arrest you must post bond (generally \$200) plus the original amount of collateral on the ticket.

Your unit is not responsible for notifying you of your court date nor for requesting a continuance so you can go to the field. **THIS IS YOUR RESPONSIBILITY.**

Individuals who are charged with correctable offenses such as defective equipment, expired license plates, expired Motor Vehicle Inspection sticker, or nonpossession of a driver's license or proof of liability insurance should report to the Magistrate's Court, located in Building 209, within 7 days of the violation. If the violation is satisfactorily corrected, the Magistrate's Court prosecutor may dismiss the charge.

If you receive a DD Form 1805 citation shortly before your expiration term of service (ETS), permanent change of station (PCS) or otherwise leave the Fort Hood area, you should immediately contact the Magistrate's Court and attempt to resolve the situation. You cannot clear post while you are a party to an action in the Magistrate's Court.

ARMY RESPONSE TO DRUNK DRIVING

Drunk driving is taken seriously by the Army and command at Fort Hood. The suspension of installation driving privileges is required for military members, family members, and civilian employees for on- and off-post drunk driving offenses and for nonaffiliated civilians for on-post drunk driving offenses. Additionally, soldiers involved in drunk driving offenses will receive a General Officer letter of reprimand.

FH Reg 190-2 (Motor Vehicle Traffic Supervision) assigns responsibility for driving privilege suspensions, administrative review hearings, and processing of letters of reprimand to the Civil Law Branch, Office of the SJA, III Corps and Fort Hood (telephone 287-2710). The Civil Law Branch now reviews drunk driving police reports within 12 hours of receiving them and prepares suspension letters. Soldiers and civilian employees are personally served their suspensions. Family members and nonaffiliated civilians are mailed suspensions. The Chief, Civil Law Branch, is the sole hearing officer and every other week conducts suspension review hearings requested by suspended drivers within the regulatory ten-working-day period.

Letters of reprimand for soldiers are prepared and issued through their chain of command at the same time as the initial suspension. Depending upon the available evidence, the soldier is reprimanded under the provisions of AR 190-5 (Motor Vehicle Traffic Supervision) for either refusal to take or failure to complete a lawfully requested blood alcohol content (BAC) test; for violating the DA and Texas BAC limit of .10% or above; or for a conviction of intoxicated driving or driving under the influence of alcohol or other drugs either on or off the installation. The letter of reprimand is imposed immediately and the action is not delayed for further civil or military actions. Letter of reprimand filing is determined within the soldier's immediate general officer chain of command.

An individual (soldier, civilian employee, or family member) may be found not guilty of driving while intoxicated (DWI) or the charge may be reduced to a lesser offense such as public intoxication. An equivalent determination may also be made in an action under the Uniform Code of Military Justice (UCMJ) or by a military or civilian administrative action. The suspended individual may request a hearing to vacate the suspension. These hearings are held by the Civil Law Branch hearing officer. If the hearing officer determines by a preponderance of the evidence that, regardless of other findings, the individual was engaged in intoxicated driving (i.e., refusal of a lawfully requested BAC or failure to show that BAC of .10% or higher was invalid), the suspension will remain in effect for one year from the date the individual received the original preliminary suspension. If no hearing is requested, the suspension remains in effect for one year from the date the individual received the original suspension. If the individual was given restored driving privileges during the pendency of the case, that period is added on to the period of suspension. Military members and civilian employees of the Federal government will be referred to ADAPCP for screening or enrollment as appropriate. This requirement must be met in order for individuals to have their post driving privileges reinstated.

LEGAL RESIDENCE

The residence and domicile of soldiers often present complicated and confusing problems. Generally, 'residence' means the place where you are actually living, while 'legal residence' or 'domicile' refers to your 'home state' or the state in which you are a citizen. Generally, your 'legal residence' and "permanent home address' will be the same.

The Soldiers' and Sailors' Civil Relief Act provides that for tax purposes, a soldier absent from his home or domiciliary state solely by reason of compliance with military orders is not deemed to have become a resident of any other state while so absent. A soldier living in a state other than his domiciliary state does not become a resident of that state solely because he complied with his military orders.

Every person has a domicile or 'legal residence'. However, the SSCRA recognizes that a soldier only has one domicile or home state, that is, he is a legal resident for tax purposes of only one state. For example, assume a soldier lived in Minnesota before entering the Army. He is in Texas only because he was assigned to Fort Hood. He does not intend to live in Texas after leaving the Army. Under these circumstances, Texas is not his legal residence or domicile.

A soldier's liability for state income tax is usually determined by the laws of his home state and by the SSCRA. A soldier usually is liable for state income taxes even though he is serving in a foreign country or outside of his home state. It is your obligation, however, to ascertain and comply with the tax laws of your home state. If you have difficulty determining your domicile, see a legal assistance attorney.

The SSCRA does not protect retirees. Their choice of residence is not designated by military orders. Thus, retired and retainer pay is taxable by the state in which a retired person lives.

Determining Legal Residence. Legal residence is a question of fact. Subject to the protection under the SSCRA, general principles of law indicate that a person acquires a new domicile when he establishes his home in a new location with the intent to reside there permanently. A soldier who purchases a house in a new state does not necessarily transfer his legal residence unless he shows by his other acts he intends the new state to be his legal residence. Acts which may show intent include voter registration and actual voting in elections, the claim of a homestead exemption, or an exercise of the benefits of domicile.

Your permanent home address as shown on your military records is also important. Federal W2 Forms for soldiers are furnished to the state in which the soldier is located on the last day of the taxable year unless he designates another state as his legal residence on his W4 Form (Withholding Exemptions Form). Every state has formal or informal agreements with the Federal Government for the exchange of tax information.

The acts described above and any other acts which associate a person with a particular state may demonstrate your intended domicile. Therefore, you are advised to vote, exercise the rights, and claim the benefits of legal residence only in the state you intend as your legal residence. It is possible, however, to abandon your old domicile and establish a new domicile in another state.

Changing Your Legal Residence. A soldier is sometimes tempted to change his legal residence to avoid the income tax of a particular state or take advantage of the benefits offered to him by the state of his new assignment.

There are two points of caution. First, before changing your legal residence, acquaint yourself with the liabilities and duties of citizenship in your new state as well as the benefits. Second, avoid any formal act such as registering to vote, claiming the homestead exemption, or claiming benefits accorded to state citizens prior to your decision to change your legal residence. In considering such a change, you should remember, in addition to establishing your liability for state personal income taxes, your domicile or legal residence will determine many other important matters as well. For example, the law of your domicile or legal residence will determine:

Liability for state inheritance, income, and personal property taxes.

Where your will shall be probated and who may act as your executor and guardian of your minor children.

Bonuses for war-time services.

The right to hold public office.

The right to homestead, veteran's claims, or tax exemptions.

Whether you or your children may attend the state college without paying higher fees required of out-of-state legal residents.

The family relationship, including the rules on the property rights of yourself and your wife, and the laws governing divorce or annulment of a marriage.

Eligibility for public assistance.

Establishing Legal Residence. There are no specific requirements for establishing legal residence in most states. The acts mentioned above in this article (registering to vote, canceling any previous voter registration, etc.) are recommended if you wish to establish residence.

You should obtain a vehicle tag and driver's license from the state you intend to make your legal residence.

You should change your military personnel records and Federal withholdings tax exemption form (W4) to reflect the new state as your permanent home address.

VOTING

A soldier should vote in the state of his residence. (See the section in this handbook on residence for information on legal residence and changes of residence). In Texas, a nonresident may not vote in any elections. A nonresident may, however, use an absentee ballot to vote on national and local issues in his own state. You may obtain an absentee ballot by using the Federal Post Card Application (Standard Form 76).

The requirements for a Texas voter are:

U.S. citizen over 18 years of age.

Residence in the district at the time of an election. (Your registration becomes effective 30 days after your application is filed.)

There is a voting assistance officer assigned in each company at Fort Hood.

AUTOMOBILES

Registration, License, and Inspection. The SSCRA allows you, as a soldier, to retain your home state registration on your automobile, to retain your home state driver's license, and to have your car inspected in your home state. If you choose to register your car in Texas, you may still retain your home state driver's license in Texas but you must have your car inspected in Texas.

Spouses and the children of nonresident soldiers stationed at Fort Hood, Texas, are not required to obtain a Texas driver's license provided they have a valid driver's license from their home state. If your spouse or children have a driver's license from the state in which you were last stationed and that state was not their home state, they are required to obtain a Texas driver's license unless they can obtain a driver's license from their home state prior to coming to Texas.

You are permitted to drive in Texas with a registration, license, and an inspection certificate from your home state. If you have Texas plates, you must have a Texas inspection sticker. You may drive in Texas with Texas license plates and retain a driver's license from another state. Your family members may use driver's licenses from their home state or from Texas. They cannot drive in Texas indefinitely on the driver's licenses of the state in which you were just stationed unless it was their home state.

Requirement of Liability Insurance. Texas requires either a bond in the amount of \$55,000 or liability insurance totaling \$75,000 in the following amounts: \$20,000 for bodily injury coverage for one person, \$40,000 for personal injuries per accident, and \$15,000 for property damage. If you do not have liability insurance or a bond in the required amount and you are involved in an accident, the Department of Public Safety may suspend your driver's license. In addition, you must carry proof of valid liability insurance in the above prescribed amounts when you drive a motor vehicle. It is wise to obtain collision and comprehensive insurance coverage on your car in addition to liability coverage to protect yourself against vandalism or damage to your automobile by an uninsured motorist.

Texas law requires liability coverage. Failure to possess proof of financial responsibility in the required amounts is punishable by a \$75 fine for the first offense and by a \$200 fine for the second offense. Additionally, your failure to maintain financial responsibility in accordance with Texas law may place you in a higher insurance risk class and, consequently, cause you to pay higher automobile insurance premiums. Your proof of financial responsibility may be in the form of a small computerized card issued by the insurance company or the front page of your policy with canceled checks showing you have made the required payments. Failure to possess proof of the liability insurance is a correctable offense. Although a law enforcement officer may issue you a ticket, if you subsequently prove to the court you had liability insurance at the time you received the ticket, the court must dismiss your ticket. This proceeding is avoidable if you carry proof of liability insurance with you.

Accidents. If you are the operator of any motor vehicle which is involved in an accident in Texas in which personal injury, death, or property damage amounting to \$500 or more occurs, you must file an accident report (obtainable from the local police station or the Department of Public Safety) within 10 days of the accident.

If you are involved in an accident, make sure you notify the police and your insurance agent immediately. Informal agreements between parties often are unenforceable when one party later refuses to pay. Make sure you write down the names, addresses, and license numbers of each party and witness to the accident. Do not admit liability and do not discuss the accident with anyone but the police or your insurance agency. Do give your name, address, the name of the vehicle owner, and, if requested, show your driver's license, registration certificate, and proof of insurance to the other party.

Automobile Titles. Under the Texas Certificate of Title Act, a person cannot hold legal title to a motor vehicle unless the title is listed in his name on the original title. The Texas Department of Public Safety in Austin issues automobile titles. Mere possession of a title document is not sufficient to give a person legal title to a motor vehicle. Therefore, you should never buy a motor vehicle unless you are satisfied the seller does have an original title, as opposed to a nonnegotiable duplicate of title, listed in his name. Texas law considers

contracts for sale of automobiles void and unenforceable unless the seller has full title to the automobile.

A lien is the evidence of a security interest. The original title to a motor vehicle must list any liens on its face to create a valid and enforceable lien. If you examine the original title, you can easily determine the existence of any liens against the motor vehicle. Liens are generally recorded on the face of the title. Below the name of the lien holder should appear blank spaces indicating the dates the liens were released. Before purchasing a motor vehicle, always have the seller obtain a release for any outstanding liens from the creditors.

Motor Vehicle Safety Requirements. Operators and passengers of United States Government and POVs equipped with restraining devices (lap and shoulder belts as provided) will wear them while on the Fort Hood Military Reservation. This provision applies when the ignition key of an applicable motor vehicle is inserted in its ignition slot and the vehicle is in motion. Children under the age of two years must be secured in a Federally approved child safety seat. Children over the age of two, but under the age of four, may be secured with lap or shoulder belts or in a child safety seat. Drivers of POVs and the senior occupant of military vehicles are responsible for making sure seatbelts are worn by passengers. Violations of these safety requirements provides the basis for disciplinary action. **OFF POST, TEXAS LAW ALSO REQUIRES THAT PASSENGERS WEAR SEAT BELTS.**

Any person operating or riding as a passenger on a motorcycle on Fort Hood will wear a protective helmet and face shield or safety glasses of a type approved by the United States Department of Transportation. The protective helmet must be securely fastened under the chin. Face shields and safety glasses are not required when the motorcycle is equipped with a protective wind screen. The protection rendered by conventional eyeglasses is not considered adequate.

The above helmet and face shield provisions apply whether the passenger and/or rider is on or off Fort Hood. Violation of these safety requirements by a member of the military provides the basis for disciplinary action.

RENTING AND LEASING

Before renting a house or apartment, you should check with the Post Housing Office to be sure you will be authorized off-post quarters. Failure to do so may result in nonentitlement to basic allowance for quarters (BAQ) even though you have already leased a house or apartment.

If you rent without signing a lease in the State of Texas, you become a tenant from month-to-month. With a month-to-month tenancy, you or your landlord may terminate the tenancy only after providing the proper notice as required under Texas law. In the absence of a lease or other agreement, 30 days notice is required. If the rent is payable for a period of less than 30 days, that period constitutes sufficient length of time for the notice. Should you fail to give the required notice, you could become liable to your landlord for any loss of rent he suffers for a period up to 30 days. You should always provide your landlord with notice in writing. In a month-to-month tenancy, the landlord may also increase your rent upon giving you 30 days' notice.

Advice on Leasing. A lease has extensive legal consequences not only from what is stated in the lease but also from what is not stated. A short lease can cause problems in that it may lead to numerous questions and disputes concerning matters not addressed in the lease. Additionally, a long lease is not necessarily a harsh lease. It can spell out in specific language the answers to questions which are a source of frequent disputes between the landlord and the tenant. The worst lease is the one you have signed without a careful reading and full understanding of its provisions. Do not sign a lease with blanks or one which you have not read or do not understand.

Military tenants often have a mistaken idea that a lease cannot be altered prior to being signed. This is not true; the prospective tenant having questions regarding particular clauses should seek advice from a legal assistance attorney before signing the lease.

Lease Clauses. You should make sure the following clauses appear in your lease:

Commencement.

(1) A lease usually runs for a specified period (6 or 12 months).

(2) A lease may contain a renewal clause which allows a tenant to extend the lease for the same length of time. Leases, however, will normally contain a clause which states that the tenant will only have a tenancy from month-to-month if the tenant holds over past the original term of the lease. With such a clause, your landlord may give you 30 days' notice to move once your initial lease term has expired.

Security Deposit. A security deposit is generally required to protect the landlord against minor damages to the premises. The landlord is required to return your security deposit within 30 days after you vacate the apartment or house in good order with no damages. You must provide the landlord your forwarding address in writing. If the landlord retains any of the security deposit for damages, the landlord must furnish you an accounting. A detailed property inventory completed by both parties before you take possession is one way to be sure you are not held liable for pre-existing damages.

Pet Deposit. A pet deposit is often required when a tenant has a pet which may cause damage to the house or apartment.

Utility Charges. The tenant normally pays any utility charges. If the landlord agrees to pay some or all of the utility charges, be sure this provision is clearly stated in the lease.

Military Clause. Any written lease you sign should have a written military clause for your protection. At a minimum, a military clause should state:

'In the event the tenant is or hereafter becomes a soldier of the United States Armed Forces, the tenant may terminate this lease on 30-days' written notice to the landlord in any of the following circumstances:

- (1) If the tenant receives PCS orders to depart from the area where the premises are located;
- (2) If the tenant is released from active duty.

The following conditions are desirable if the tenant is able to negotiate that these terms also be included in the military clause:

- (1) If the tenant has leased the property before arriving in the area and his orders are changed to a different area before occupying the property;
- (2) If the tenant receives orders to move into on-post Government quarters.

Notice furnished under the provisions of this paragraph shall have attached a copy of official orders or a letter signed by the soldier's commander reflecting circumstances which warrant termination under this paragraph.

If you receive military orders to move, you are still liable under the lease unless your lease has a military clause as set out above.

Insurance. As a tenant, you should consider acquiring insurance to protect your personal property against fire, disaster, or theft. Most insurance policies which landlords carry do not protect against the loss of the tenant's personal belongings. It is therefore recommended you obtain liability coverage for your own protection. Further, if the tenant negligently destroys the landlord's property, the landlord will generally recover from his insurer; the landlord's insurer, however, may sue the tenant to recover the amount paid.

FORT HOOD LANDLORD/TENANT DISPUTE RESOLUTION PROGRAM

In the past, soldiers at Fort Hood and off-post landlords had no mechanism for resolving disputes short of going to small claims court. The cost to file a small claim is \$50.00. A cheaper alternative was needed. Thus, in March 1989, the Fort Hood Landlord/Tenant Dispute Resolution Program was created. The command at Fort Hood, in conjunction with the local apartment association, implemented this program by hiring an arbitrator paid with Directorate of Engineering and Housing (DEH) nonappropriated funds (NAF) funds. The program is the first alternative dispute resolution program of its type implemented in the Army.

Any soldier or landlord may present a dispute, with or without attorneys, to the arbitrator in an informal appearance and obtain an award at no cost. Both parties must agree to the arbitration process. Upon application to the county clerk, either party may have the award entered as a judgment, which would have the same force and effect as any other judgment or decree.

THE FORT HOOD VILLAGE COURT PROGRAM

The Village Court Program, like the Landlord/Tenant Dispute Resolution Program, is an alternative method of dispute resolution. The program is designed to provide on-post residents a mechanism to address and resolve disputes between residents of post housing and between residents and post officials. Problems addressed by the court include juvenile misconduct, domestic disturbances, neighborhood disputes, violations of post regulations, and curfew violations.

Persons desiring a hearing are given a Letter of Instruction and a Request for Hearing application. The court is presided over by a hearing officer appointed by the Commander, III Corps and Fort Hood. The appointees work in the SJA's office and can be either a field grade officer or the civilian arbitrator who handles landlord/tenant problems. Initially, the hearing officer attempts to mediate the dispute. If mediation is unsuccessful, then an open, informal hearing is conducted. The hearing officer makes findings and recommendations which are given to the Commanding General. The hearing officer may recommend any remedy within the power of the Commanding General. The Commander, III Corps and Fort Hood, is the approval authority.

BUYING AND SELLING A HOUSE

For most people, the largest lifetime investment is purchasing a house; this purchase is also one of the most complicated. It is therefore recommended you obtain independent legal assistance before signing a sales contract. The following comments are intended only as an overview. They do not substitute for consultation with an attorney prior to your signing any agreement to buy or sell real estate.

Real estate agents can be helpful in arranging the purchase or sale of a house. You should realize that the real estate agent represents the seller's interest in the transaction because the seller customarily pays the realtor's commission. You may obtain information on the reputation of the real estate agent with whom you are dealing by contacting the board of realtors in your area.

It is advantageous for both parties to obtain an appraisal and survey of the property. The appraisal will give both parties an accurate idea of the proper sales price and loan value of the property. The survey may help avoid future boundary disputes or encroachments.

Before signing a real estate contract, the seller should obtain some form of title insurance to insure the buyer obtains clear title to the property and to protect himself against a lawsuit on the warranty of title contained in the deed. The buyer may also obtain title insurance to protect his interest against adverse claims. There are two forms of title protection available: A title opinion which is prepared by an attorney experienced in real estate matters and an owner's title insurance policy.

You should know the following terms to understand real estate transactions adequately:

Earnest money contract, contract of sale, agreement to buy and sell, land contract, or escrow sales contract: Each of these terms refer to the agreement signed by the buyer and seller providing for purchase of the property under certain terms and conditions. Once a contract of sale is signed, it is binding upon both parties and enforceable by a court.

Abstract of title: This document consists of copies of the record conveyances and liens affecting the title to real estate. A title company prepares this document in connection with the purchase or sale of property. The attorney's title opinion is based upon this abstract of title. This is often very costly and is avoidable if title insurance is offered.

Title insurance: This term refers to an insurance policy issued upon paying a premium. This protection is available to both the seller and buyer. An owner's title policy will protect the purchaser or seller from any adverse claim against the property.

Deed: This document is the evidence of the buyer's title. It is an instrument used to convey title from the seller to the buyer. The buyer should properly record the deed in the county clerk's office in the county where the property is located.

Deed of Trust: This document is commonly known as a real estate mortgage. Its purpose is to secure payment of the purchase price for the real estate.

Deed of Trust Note, Vendor's Lien Note and Promissory Note: These terms refer to the notes creating the obligation, secured by the deed of trust, to pay the purchase price of the property within a certain time period and at a specified interest rate.

Assumption: This is a procedure through which the buyer assumes and agrees to perform the seller's existing obligation on the property. The seller remains liable to the lender unless released by the lender. The buyer, however, is primarily obligated for payment. If the buyer fails to make a payment, the creditor may foreclose on the property. For Veteran's Administration (VA) loans, if an eligible veteran assumes your VA loan, your loan obligations are released only if the necessary release papers are completed. Additionally, in order to obtain another VA loan, you and an eligible veteran would need to complete the necessary paperwork for substituting VA loan benefits.

Closing: This is the final transaction in the real estate purchase. The buyer and seller sign a closing statement which outlines the costs of both parties. After the closing, the buyer will receive the deed to the property. The attorney for the buyer or seller will need to examine the proposed deed and the title opinion or title insurance policy before the time of closing to determine whether any objections exist.

Immediately after the closing, the buyer should make sure documents which require recording are placed on record at the county clerk's office in the county where the property is located. The buyer should also be sure the homestead exemption statement is filed with the county tax assessor. (Be aware that if a non-resident claims this exemption, the state will require payments for personal property taxes. The exemption generally enables the buyer to obtain more favorable treatment on property taxes. Finally, the buyer should arrange for casualty insurance to take effect immediately upon the closing.

FAMILY LAW

Marriage. Texas recognizes both formal and common law marriages. Marriages contracted in other states or foreign countries are generally recognized in Texas.

A formal marriage requires a marriage license issued by the county clerk's office and either a civil ceremony performed by a judge or a religious ceremony performed by a member of the clergy. In order to issue the marriage license, the county clerk will require the individuals to prove they are at least 18 years of age. Anyone 18 years of age or older may marry without parental consent in Texas.

A common law marriage exists when two single persons cohabit together in Texas as man and wife pursuant to an agreement to be married and they represent to others they are married. There is no minimum time limit required to establish a common law marriage. The existence of a common law marriage depends upon the facts of each case and the intention of the parties. An individual may register a common law marriage in the county clerk's office for purposes of documentation. Formal divorce proceedings are necessary in order to dissolve a common law marriage.

Divorce. Although Texas has a no-fault divorce law, specific grounds for divorce such as adultery and mental cruelty still exist. Texas does not have a legal separation statute although there are provisions for filing suit for child support when the parents are separated without having to file for divorce. A suit for divorce in Texas must remain on file for a period of 60 days before the court can grant a divorce. The court may issue temporary orders after notice and hearing providing for child custody, child support, visitation, and use of property until a divorce becomes final. The court also has the power to issue an injunction to prevent one spouse from wasting community assets or incurring community debts while the divorce suit is pending.

To file for divorce in Texas, a person or the spouse must have lived in the state for at least six months and in the county in which the suit is filed for a period of 90 days immediately preceding the filing of a suit for divorce. If you enter the military service from Texas and have maintained Texas as your home of record, you are considered a Texas resident for the purposes of obtaining a divorce even if you have been stationed outside Texas during the preceding six months. If you have any doubt as to whether you qualify for jurisdiction for a divorce in Texas, you should consult a legal assistance attorney.

In the final divorce decree, the court will divide the community property of the parties. Military retirement benefits are subject to division in a property settlement. The court makes this determination on a case-by-case basis. The court will give one party custody of any minor children born of the marriage, set child support payments, and order visitation rights. The decision to award child custody is made without regard to the sex of the parent. The primary consideration is always the best interest of the child.

Texas is a community property state. Under community property law, any property acquired by a spouse during the marriage, except by gift of inheritance, is presumed the community property of both. If property is purchased during the marriage with separate property funds, the spouse claiming the separate property must show exactly how the property was obtained with separate funds. Since military retirement entitlement is an asset, the court may divide this asset in a divorce even if the soldier is not yet eligible for retirement. The court may award the property in a divorce in any manner which will produce a just division. The court considers many factors when dividing property: The needs and earning capacity of each spouse, the needs of minor children born of the marriage, fault by either party which led to the divorce, the debts against the community property, and the amount of property remaining on hand when the divorce is granted. The court may not award either the separate personal property or the beneficial use of separate real property to the other spouse.

Marriages contracted in other states or foreign countries, if in apparent compliance with the law of that state or country, are recognized as valid in Texas. The same is not true of divorces obtained in other states or foreign countries. A Texas court may not recognize a divorce from Mexico or other countries which do not require a reasonable length of time for residency prior to filing for divorce. It is not to your advantage to obtain a 'quickie' divorce since it is very likely a Texas court may not recognize the validity of that divorce nor its orders.

Although Texas law does provide for temporary support of a spouse and children during separation as well as child support after the final divorce decree, there is no permanent alimony for a spouse under Texas law.

Adoption. It is important you involve an attorney in the early stages of any decision to adopt a child. In most cases, even licensed adoption agencies will not retain an attorney to represent you in the adoption proceedings. Before you can adopt a child, a court must terminate the parental rights of the natural parents unless the parents are deceased. In certain circumstances, one proceeding may address both the termination of parental rights and the adoption.

If a parent does not agree to give up his parental rights voluntarily, it is necessary to terminate his parental rights involuntarily. This involuntary termination requires you to file a lawsuit separate and apart from the adoption proceeding. If the court finds, by clear and convincing evidence, legal grounds for terminating parental rights and determines the termination is in the best interest of the child, the court will terminate the rights of that parent. Some grounds used to terminate parental rights without parental consent are: abandonment of the child, failure to provide support for the child for a period of one year, substantial non-compliance with a child support order and for one year, a dangerous situation for the child or allowing someone else to endanger the child, and abandonment of the child's mother during her pregnancy without providing medical care or support together with failure to support the child after birth.

If an adoption proceeding is filed, a home study, usually done by a court-appointed social worker employed by the Texas Department of Human Resources (Welfare Department), is required. Texas adoption law requires the child to reside in the home of the adoptive parent for a period of six months before the adoption is granted. The court, however, may excuse this requirement and almost always will in the case of a newborn baby. If the home study recommends the adoption and the court determines the rights of the parents have been satisfactorily terminated and the adoption is in the best interests of the child. The birth certificate is reissued by the Texas Department of Health and the old birth certificate is sealed. The adoptive parent is then fully responsible for the child both financially and legally. The adopted child also acquires inheritance rights through the adoptive parent as if he were a natural child. Note the filing suit to change the child's name without an adoption proceeding has no effect on parental rights. It is also important to note that the grandparents of the child may file suit and provide notice to the adoptive parents to seek visitation privileges with the child.

Legitimacy and Paternity. Children born in Texas during the marriage are considered the legitimate children of the marriage. This is true even if the parents are separated at the time the child is conceived. Only clear evidence of the husband's lack of access to the mother or the results of a blood test showing that the husband could not be the biological father will overcome the presumption that the child is the legitimate child of the husband. In the case of an illegitimate child, a mother intending to file a suit to establish paternity of the child should initiate the suit as soon as possible.

Consent to Medical Treatment for Minors. A natural parent or person with legal custody or guardianship of a minor child may consent to medical treatment for the child. A grandparent, adult brother or sister, or aunt or uncle may consent to medical treatment for the minor child if the parent, guardian, or person with legal custody cannot be contacted. You may provide a consent form to a babysitter or an official in your child's school to permit these individuals to consent to medical treatment for your child. However, even in the absence of explicit consent to provide medical care, a minor will be medically treated in life and death circumstances under the legal theory of 'implied consent.' A minor on active duty with the armed forces may consent to his own medical treatment. A child who is 16 years of age or older living apart from his parents and managing his own financial affairs may also consent to his own medical treatment.

Parental Liability for Damages by Children. Under Texas law, a parent who has the duty of control and reasonable discipline of a child is liable for any property damages caused by the child in certain circumstances. If a child unintentionally causes property damage, the parent is not held liable unless the accident is attributable to the parent's failure to control and reasonably discipline the child. For example, if the child had previously caused property damage and continues to cause damage, the parent may be held liable. If the conduct of the child is willful and malicious and the child is at least 12 years of age, but under 18 years of age, the parent may also be held liable for damages caused by the child.

The liability of a parent for damages caused by the willful and malicious conduct of a child is limited to actual damages not to exceed \$15,000, plus court costs and reasonable attorney fees. For example, if a child 14 years of age intentionally and maliciously sets fire to a house and causes \$15,700.00 damage, the parents' potential liability would be limited to \$15,000.00, plus court costs and reasonable attorney fees.

Spouse and Child Abuse and Abuse of the Elderly. Protection of the spouse and of children from abuse, along with protection of the elderly from abuse, are the subjects of particular statutes in Texas. The person committing the abuse faces severe criminal consequences, to include imprisonment, for physically abusing his family; both the assailant and the victim may seek assistance at military social service agencies. The battered individual may receive shelter and advice from ACS. The Department of Social Work Services at DACH is also available for assistance. The person causing the abuse is frequently a person who needs counseling; he or she may receive assistance at ACS or DACH. Child or spouse abuse or abuse of the elderly must be reported immediately. To report child or spouse abuse, and abuse of the elderly, call 287-CARE. During duty hours, Monday-Friday, this crisis line is manned by ACS, Family Advocacy Program (FAP) personnel; after duty hours and on weekends, the phone is answered by personnel on the MP desk. Reports are referred to the Texas Department of Human Services (TDHS), Child Protective Services (CPS) and are investigated by CPS. The MP's may also investigate cases requiring immediate response. In addition to the installation 24 hour crises line, TDHS operates a 24-hour Texas hotline, 1-800-252-5400. Reports can be made anonymously.

CONSUMER TRANSACTIONS

This section deals with credit sales, home solicitation transactions, and debt collection.

Many consumer problems are avoidable if the consumer carefully reads and understands the agreement. With few exceptions, contracts are legally binding on the person signing the contract and are generally not avoidable. If you don't understand a contract, don't sign it.

Be sure the written contract correctly states the terms of your agreement. Do not rely on the seller's oral statements or promises. Oral statements made in connection with the signing of a contract are generally not binding commitments since many consumer contracts usually contain language excluding any oral promises or statements. If a transaction is worthwhile, you should be sure the contract is properly drawn. Honest businessmen should not object to a well-drawn agreement which would bind them.

Never sign a contract which contains blank spaces. The law presumes when you sign a contract, you understand the terms of the contract and intend it to bind you. If the contract provides for the delivery of goods, make a prompt inspection of the goods upon their receipt to be sure the shipment is correct and was not damaged in transit. If the shipment was a partial delivery, you should make a list of the items received and note any damages.

Always inspect the invoice to make certain you are responsible for the charges listed and to verify the accuracy of the computations. Whenever possible, make payments by check and note whether payment was made in full. You should also obtain a receipt marked 'paid' with the initials of the person representing the business with whom you are dealing. Whenever an invoice or contract does not correctly state the agreement, feel free to make pen changes to the contract before signing it. The merchant should initial your pen changes to indicate he agrees with them.

By maintaining a file of your contract, warranties, and other commercial papers, you can attempt to avoid future disputes and protect your rights if disputes arise. Consumers are entitled to copies of contracts. You should obtain a copy of any contract you sign and retain it to protect your legal rights.

Automobile repairs are a frequent source of consumer complaints. If you take an automobile to a repair shop, make sure you obtain a written estimate on the parts and labor costs involved in the repairs. Leave instructions with the shop foreman or a mechanic to call you if it appears the cost of repairs will exceed the estimate. If you want a specific brand name part, make certain the brand name is written on the work order.

You should read warranty papers carefully. Some warranties have tags which you must return to the manufacturer within a specified period of time after the purchase to validate the warranty. Warranties are often limited and are enforceable only if you use and maintain the item according to the warranties. If you are familiar with these limitations, you can maintain the warranty in full force for the maximum period of time.

Most contracts to purchase used cars state you are buying the car 'as is.' 'As is' means the seller does not guarantee or provide any warranties on the car. If the car breaks down after you leave the used car lot, the car repairs are your responsibility along with the car payments. In an attempt to avoid this dilemma, always ask the dealer if he will permit you to have the car inspected by a licensed mechanic of your choice before you sign the purchase agreement and pay a down payment. The mechanic you hire could tell you if the car has a cracked engine block, a broken frame, or a bad transmission, etc. Also, ask the dealer to permit you and your mechanic to take the car for a test drive so your mechanic can examine the car while it is operating. If the dealer will not permit you to have the vehicle inspected by a mechanic, find yourself another dealer.

Be cautious about signing contracts or making purchases from a salesman or merchant who insists upon concluding the transaction immediately. You should consider suspect any high pressure approach. Check the seller's reputation by calling your local Better Business Bureau or Fort Hood Consumer Affairs Office at 287-CITY. Additionally, sellers who solicit on post must obtain a permit from the ACofS, G5, Consumer Affairs Office and have the permit on their person while conducting business on the installation.

The Legal Assistance Office can best assist you before you become involved in a transaction. After you become obligated in a transaction, the Legal Assistance Branch may be unable to assist you in avoiding your obligations. The seller's attorney usually prepares the seller's contract. The seller's contract is, therefore, very favorable to the seller. Do not enter into any transaction you do not understand. Any reputable businessman will agree to allow you a reasonable period of time to have someone review the papers before you sign them.

Contracts for goods or services usually provide for a lien on the goods in order to secure payment. This lien is called a security interest. This means if the payments are not made, the seller may sue you to obtain the return of the property, or in some cases, may exercise a right of nonjudicial repossession. In any lawsuit filed to obtain the return of property on a consumer contract, the seller will normally claim the value of the repossessed property is less than the amount owed and will seek to obtain a judgment for the difference. This is known as a 'deficiency.' In a deficiency judgment, the consumer may be liable for the deficiency, seller's attorney fees, and court costs.

You should answer any lawsuit on or before the date stated on the documents served by the sheriff. This is called a citation. If the suit is not answered, the plaintiff may win by default.

Credit Sales. In sales transactions in which the seller extends credit, the seller must furnish the consumer a document advising him of certain provisions in his transaction. If you are required to make payments under the contract in four or more installments and the purchase is for personal, family, or household use, the seller's statement must include the rate of interest charged (this is called an annual percentage rate) and the cost of the credit (this is called a finance charge). The seller must state these charges in the contract. The statement must also indicate the amount financed and list any cash down payment or property traded in. The 'deferred payment price' on a contract is the total cost of the transaction over the lifetime of the note or contract. The contract or note will also set forth the amount and due dates of the payments. The seller must clearly identify in the contract any collateral secured on the note or listed on a separate schedule. This is the seller's way of retaining an interest in the property sold to secure payment.

If the seller requires insurance on the property in connection with the transaction, the seller must explain this requirement to the consumer in advance and include this amount as a portion of the finance charge. Insurance which is normally required may include property damage insurance, credit life, or credit disability. If a seller requires insurance in connection with the transaction, the consumer is entitled to furnish equivalent insurance coverage written by any insurance company authorized to do business in the State of Texas.

A seller must take disclosures in a meaningful sequence. The consumer should study these figures before signing the agreement. The purpose of disclosure laws is to permit consumers to make informed decisions concerning the use of credit. The security interest provided in the contract should clearly refer to the property it covers. If you have any questions about the property the security interest covers, it's probably unclear and you should clarify the description in the contract.

Home Solicitation Sales. Door-to-door sales are prohibited on Fort Hood. However, solicitors may operate on post if they have a solicitor's permit or a letter authorizing them to operate on post. Anyone not abiding by these guidelines should be reported to the MPs and the Consumer Affairs Office.

Off post, you will likely confront door-to-door salesmen. When a door-to-door salesman using high pressure tactics confronts you, there is a clear danger of buying items you really do not want. Door-to-door salesmen sell insurance, real estate, aluminum siding, long-term health spa contracts, and many other products and services. If the consumer thinks about the product or service offered for sale, he may change his mind and no longer desire the goods or services purchased. Under both Texas and federal law, there are means by which a consumer who has signed a contract in a home may cancel it if he acts before midnight of the third business day following the date the contract was signed. Both Texas and federal law require the seller in a home solicitation sale transaction to furnish the consumer with duplicate forms for use in canceling the contract. If the salesman fails to provide these forms, the three-day time limit does not start running. If these forms are used, they should be mailed by registered mail with return receipt requested. If the contract is canceled

within the three-day limit, the contract is voided in its entirety. If the company or merchant should fail to honor a notice of cancellation, you should contact an attorney immediately. You should always keep a copy of any agreement and a completed copy of the notice of cancellation. If you cancel the contract, you must make any goods you received available to the seller at your residence or return the goods to the seller at the seller's expense. If the contract is canceled in this manner, the seller is not entitled to any compensation. Remember, this right to cancel within 3 business days only applies to home solicitation sales.

Consumer Protection Act. Federal and Texas law provide remedies for consumers who have been deceived in connection with the purchase or attempt to purchase goods or services and the lease or attempt to lease goods. Misrepresenting the need for repair or replacement of parts, false advertising, and misrepresenting the sponsorship or approval of goods are just a few violations of the Act. If you feel you have been the victim of fraud or misrepresentation in a consumer transaction, you should discuss your problem with a legal assistance attorney.

Consumer Complaints. Consumers at Fort Hood have the opportunity to receive Government assistance in resolving disputes with civilian businesses in the area. Information is also available to the consumer concerning local business practices. These services are provided through the Consumer Affairs Office, ACofS, G5, located in Building 38 North. Their phone number is 287-CITY. Their office hours are Monday, Tuesday, Wednesday, and Friday: 0730-1630, and Thursday, 1330-1630.

CONSUMER DEBTS

Debt Collection. Even though a person cannot be jailed or prosecuted for failure to pay an ordinary debt, some debt collectors use threats to intimidate debtors. It is a violation of federal and Texas law for a person to use obscene or profane language in an effort to collect a debt. A creditor is generally the company from which the item was purchased. A debt collector is a company who is collecting the debt on behalf of the creditor. Consumers are not required to pay for telegrams or long distance phone calls from debt collectors. It is also a violation of Texas and federal law for a debt collector to coerce the debtor by threatening physical violence or other illegal means, falsely accusing or threatening to accuse a person of fraud or another crime, representing or threatening to represent to another person that the debtor is willfully failing to pay a nondisputed claim if, in reality, the claim is disputed, threatening to sell the debtor's obligation to another person or company, or falsely representing that this procedure would cause the debtor to lose any defense to the debt. Some debt collectors threaten to have the consumer arrested without proper court proceedings even though no criminal violation has been committed. This practice is also illegal under federal and Texas law.

In some cases, the creditor will authorize a debt collector to file suit on behalf of the creditor in order to collect the debt. It is not a violation of Texas and federal law for a debt collector to advise a debtor he will file a civil suit to collect a debt. It is a violation of Texas and federal law for a debt collector to advise a consumer that a debt collector can seize or repossess property without court proceedings if the contract creating the debt does not give the debt collector this right. If you have any questions about your rights under the contract, you should consult a legal assistance attorney.

If a debt collector is collecting a debt for another person on company, the debt collector may not contact the debtor at his place of employment if the debtor has notified the debt collector, in writing (preferably by certified mail), that the debtor's employer does not allow the debtor to accept personal calls at work.

The ACS Program at Fort Hood, located in Building 1, is involved in debt counseling and adjustment. This agency can assist you in managing your budget and payment schedules. This service is especially helpful if consultation is sought before a crisis situation. If your monthly payments, excluding housing costs and food, exceed one-third of your monthly take-home pay, you probably are in need of consumer counseling to avoid potential financial hardship.

Debt Liquidation. The debt liquidation program is designed to reserve sufficient funds for its clients to maintain and support their family. It is also designed to pay each creditor partially or on an equitable basis. The budget counselor develops a debt liquidation plan based upon the financial circumstances of the client. The counselor then negotiates this plan with each creditor or claimant and seeks their approval prior to its implementation. If you need to see a counselor, you should make an appointment by calling 287-8979. The office hours are from 0730-1130, 1230-1630 Monday through Friday.

Bad Checks. Issuing a worthless check in Texas not only may lead to a civil suit but it can also result in a criminal misdemeanor charge. The issuance of a check when you have insufficient funds is considered a misdemeanor. This offense can result in a fine or jail sentence, or both. If the check is for more than \$200.00, a felony violation may result. Additionally, signing your name to an unauthorized or fraudulently passed check is considered a felony.

Issuing a worthless check is also punishable under the UCMJ. Depending on the amount of the check, the individual may face a maximum of a bad conduct discharge or dishonorable discharge, and anywhere from six months to five years in confinement. Continuing financial problems may also lead to an administrative elimination from the service.

Do not write post-dated checks. Most banks and credit union computers do not check for post-dated checks. If the individual to whom you give the post-dated check deposits it through an automated teller, it will be charged to your account immediately and if there are insufficient funds, it will bounce causing you a 'hot check' charge. Even if it clears, it may cause another one of your checks to bounce.

Bankruptcy. Bankruptcy is a legal action which provides for the discharge or elimination of certain debts of the debtor. There are two forms of bankruptcy which an individual may consider in severe debt problem cases. The first type, Chapter 7 bankruptcy, is called 'liquidation' and results in the discharge of debts. The second type, Chapter 13 bankruptcy, is called a 'wage earner plan' or 'rehabilitation,' and provides for the eventual payment of every debt. Under a 'liquidation plan', the debtor usually pays very little to his creditors, while under a 'wage earner plan' most debts are paid in full. Either action will of course harm the credit of the debtor, but the 'wage earner plan' is generally far less detrimental to a soldier-debtor's credit.

Although bankruptcy is a federal matter, the debtor can claim either the federal or state exemptions.

Any individual who has debt problems should consult the budget counselors at ACS prior to considering a bankruptcy action. The counselors are usually very successful in working out payment schedules which are reasonable both to the creditor and the soldier-debtor. Only if ACS and the other social service agencies are unable to assist the soldier-debtor should the soldier-debtor then consider a bankruptcy action. You may obtain information on bankruptcy from your servicing Legal Assistance Office.

WILLS AND ESTATE PLANNING

A will is a written declaration setting forth how a person would like his property distributed upon his death. To make sure your will is correctly drafted and will meet your needs, a legal assistance attorney should review your will. If you do not have a will at this time, you should consult a legal assistance attorney concerning your need for a will. The maker of a will is called the testator (testatrix, if a female). The testator can change or revise a will as often as desired provided he remains competent to manage his own affairs and the required formalities in connection with the execution of the will are observed. Any person who is 18 years of age or in the Armed Forces may make a will in Texas.

In general, every person who owns a home, other real estate, an automobile, mobile home, or other personal property (such as stocks, bonds, or cash) should have a will. Wills are also important if you have minor children.

If you die without a valid will, the law of your state of legal residence governing descent and distribution will provide for the distribution of your personal property. If you own real estate in Texas, the law of Texas will govern the disposition of your real property. In the absence of a will, the court will appoint guardians or conservators for your children. The person designated by the court to serve as guardian may not be the same person you would have selected had you made the choice. If you have a valid will at the time of your death, you may select the person who will administer your estate as executor. In the absence of a will, the decision regarding your executor is left to the court. Also, in a will, you may make special gifts to persons who may not be family members. This is not the normal scheme of distribution of your property under most state laws governing descent and distribution.

In general, it is more expensive to settle your estate without a will. The absence of a will may also delay the settlement of your estate.

If you maintain current beneficiary designations on Serviceman's Group Life Insurance (SGLI) and other life insurance, you can avoid involving certain assets in the administration of your estate. A will may contain trust provisions to be sure that a part of your estate is set aside for your children's use at a future time.

For a formal will in Texas, a testator must sign the will before two witnesses who have no interest in the estate and are at least 14 years of age. In Texas, a will is usually 'self proved' to alleviate problems in admitting it to probate. In drafting a will, you should consult an attorney to make certain your will is signed according to strict formal requirements and written to express your wishes clearly. Although you are not required to review your will annually, it is recommended you have your will reviewed when events indicate a need to change your will.

INSURANCE

This section is intended as a general overview of the types of life insurance available. A life insurance policy is a contract between the policy holder and a life insurance company providing for payment in the event of the insured's death. The insurance company may also agree to pay a sum of money at some future date if a policy holder is still alive.

There are four main types of life insurance. These are classified as term insurance, whole life insurance, universal life insurance, and an endowment policy.

A term life insurance policy provides temporary protection for a specified period of time. It is usually lower in cost than whole life policies or endowment policies. Under the provisions of a term life insurance policy, the company agrees to pay a specific sum of money if the policy holder dies within the insured period. The policy may be convertible; that is, the privilege may exist for an exchange of the term policy for some form of permanent insurance with a higher premium. Term insurance may be 'level term' or 'decreasing term'. 'Level term' insurance means, depending on your age, you will pay a different amount for an unchanging face amount of insurance. 'Decreasing term' insurance means, depending on your age, you will pay a constant amount for premiums for declining face values of insurance. A term insurance policy may contain a renewal privilege which allows the policy holder to renew the policy without proving insurability at the end of the original policy period. The renewal policy will usually be similar to the original policy, but may require a higher premium. A term insurance policy is frequently used to provide insurance coverage during periods in which an insured cannot afford high premiums, but nonetheless, requires the coverage for his family.

Although a whole life insurance policy is more expensive than term insurance coverage, it will provide lifetime insurance protection at a fixed cost. The face value of the insurance policy is paid to a beneficiary named by the policy holder upon the death of the insured.

Universal life insurance is designed for individuals who have sufficient funds to invest in a speculative venture. Basically, universal life insurance is a combination of term insurance and an investment policy. In essence, the individual would pay a premium which is a higher amount than normal term insurance. The additional money paid, the difference between the amount for the term insurance and this higher premium, is then invested for the policy holder. The policy is speculative in that the insured's investment relies on the fluctuating economy.

An endowment policy accumulates a sum of money which is paid to the policy holder at a date in the future. If the insured dies before the date specified, the money accumulated is paid to his designated beneficiaries. Because the premium payments are higher than the whole life or term policies, these policies normally build a higher cash value at a faster pace. An endowment policy is often used to accumulate money for specific purposes such as a retirement fund or college tuition expenses for children.

Soldiers may obtain life insurance through government sponsored insurance programs. The most commonly known program presently is the SGLI. It is now available to soldiers on active duty in the armed forces. The maximum benefit of SGLI is \$50,000. SGLI has certain convertibility provisions which allow the soldier to maintain his insurance upon his separation from the armed services. It is strongly recommended soldiers purchase SGLI while on active duty.

In addition to a life insurance program, you should consider obtaining adequate life insurance coverage to pay the balance due on any purchase of personal property such as automobiles, mobile homes, televisions, etc., and mortgage insurance to pay the balance due on a real estate mortgage. Although the seller often makes this coverage available in the form of credit life insurance, you should realize this coverage is generally more expensive than term insurance. In planning an insurance program, you should consider the amount you have available for premium payments, the immediate family need for cash in the event of your death, money for transitional expenses for your family, educational funds for minor children, and payment of expenses for your last illness and burial.

If you desire more information concerning your life insurance program, you may contact an independent insurance agent and verify the agent's standing with the State Board of Insurance in Austin. It is risky to deal with agents you do not know and who, in certain cases, sell insurance from companies whose names you do not recognize.

An important consideration for any soldier is the possibility the insurance policy which you buy from a private company may contain a war clause or aviation clause. Either clause would limit or exclude insurance coverage if you were killed as a result of hostile enemy action during a conflict or if you were killed while serving as a pilot or crew member of a military aircraft. If you have any questions about either clause which may exclude payment to your beneficiaries, you should discuss this situation with your insurance agent and seek assistance at your Legal Assistance Office. If your insurance policy contains such a clause, you may purchase a rider to your policy and make an additional premium payment to insure against these added risks.

Insurance agents must possess a solicitation permit from the ACofS, G5, Consumer Affairs Office before entering the installation to sell. Any complaints or questions concerning the conduct of a life insurance agent should be addressed to the ACofS, G5, Consumer Affairs Office. Before purchasing insurance, you may want to check the companies' rating in the BEST's Insurance Reports book. The book is available at Casey Memorial Library. Complaints against insurance companies can be addressed to the Texas, State Board of Insurance Consumer Complaints, P.O. Box 149091, Austin, Texas 78714.

POWER OF ATTORNEY

A power of attorney is a legal document which appoints another person to act on your behalf. There are two types of powers of attorney: a general power of attorney and a special power of attorney. The power of attorney is valid only as long as you are alive and competent to act in your own right. You may, however, direct your power of attorney to remain effective following your disability or incompetence by insertion of the following wording: 'this power of attorney shall not terminate upon disability of the principal.'

A general power of attorney authorizes another person to take any action which you could legally take. Unless the document limits the duration of the power, it is generally valid until revoked and the agent is notified of the revocation.

A special power of attorney provides another person the power to perform a specific act or take a series of actions. The power is limited in nature, for example, to permit the signing of a deed or the transfer of an automobile title. The special power of attorney is generally limited in duration; for example, it is made valid for only one month. A special power of attorney is the best manner to handle business transactions if you need to grant some type of power of attorney to another person.

There is no requirement an individual or agency honor a general or special power of attorney. You should consult the recipient agency to make certain the power of attorney is acceptable to it. For example, suppose you have a bank account in your name alone and you want your wife to have access to the account. If the bank does not accept powers of attorney, you may wish, as an alternative, to establish a joint account with your wife.

You can get powers of attorney, free of charge, at your Legal Assistance Office listed on page 1.

AUTHENTICATION OF DOCUMENTS (NOTARY PUBLIC)

Introduction. Most legal documents are required to be authenticated or notarized to be valid. This requires the service of a Notary Public.

Services of a Notary Public. A Notary Public is a person who is legally authorized to administer oaths, acknowledge signatures and perform other similar services which can expedite handling your legal affairs. Notary Public services are furnished free of charge by the Legal Assistance Office to active duty and retired military personnel and their family members. A Notary Public performs technical services which require close attention to technical details. Before seeing a Notary Public, the following matters should be considered:

1. **Proper Identification.** A Notary Public is subject to severe legal penalties for improper performance of notary services. Consequently, do not be surprised that the Notary will pay close attention to such 'details' as your identification and the nature of your signature.

2. **Signature.** DO NOT sign any papers which you desire to have notarized until you are told to do so by the Notary. Where both a husband and wife are required to have their signatures notarized, both must appear before the Notary. DO NOT make any changes in the document(s) until you have seen the Notary or an attorney.

3. **Personal Appearance.** Documents CANNOT be notarized unless the individual whose signature is to be notarized appears in person before the Notary.

4. **Certified Copies.** Texas Notaries cannot make certified copies of any document. Certified copies of documents must be procured from the office (normally the county/city clerk's office) that issued the original document.

5. **Blank Forms.** DO NOT ask a Notary Public to notarize a blank form. Blanks should be completely filled in when you sign any document.

Free notary service is available at your Legal Assistance Office listed on page 1.

TEXAS CRIMINAL LAW

Fort Hood Personal Recognizance Bond Program. Soldiers arrested in Bell, Coryell or Travis County and arraigned before County Justices of the Peace, County Judges, or District Judges, are eligible to participate in the Fort Hood Personal Recognizance Bond Program (PR Bond). The PR Bond Program was established to save the soldier the cost of commercial bonds. You may address your questions concerning the program to the PR Bond Contact Representatives at the Bell County Courthouse Annex, 526-7186/7187.

Registration of Firearms. If you reside on the installation, you must register any firearms you own with the Provost Marshal Office, Building 23020, within 72 hours after arriving for duty at Fort Hood. You must provide the serial number, model, and make of your weapon. If you reside off post, you need not register your weapon with the Provost Marshal Office.

Selected Texas Criminal Statutes. The following is a list of offenses under Texas law that an individual soldier could easily mistake for lawful conduct. By no means is this an extensive list of criminal offenses under the Texas Penal Code. This list merely illustrates those offenses which an individual soldier might not realize he could easily violate.

Driving While Intoxicated (DWI). DWI is considered a serious offense. Intoxication has been defined as any loss of one's normal faculties. Any motor vehicle operator who drives on the public highways of Texas impliedly consents to the administration of a breathalyzer test to determine the alcoholic content of his blood. If a law enforcement officer has probable cause to arrest an individual for DWI, he may request the individual submit to a breath test. Any breath test result of .10 or above carries a presumption of intoxication. Failure to submit to a breathalyzer test may result in the suspension of driving privileges for up to 12 months. This action is civil in nature and separate from any criminal liability for the charges of driving while intoxicated.

Extreme Consequences Can Result From A DWI Conviction. A DWI offense is a misdemeanor which carries a fine or jail sentence, or both, and an 'automatic' suspension of your driver's license for a period of 12 months upon final conviction. Also, if an individual is arrested for DWI and he has previous convictions for DWI, a felony violation may result. If you are charged with this offense, you should immediately obtain legal counsel.

Effective 1 January 1984, if a person convicted of an offense under Article 67011-1, Revised Civil Statutes of Texas, 1925, as amended, is punished under that article and is placed on probation, the court shall require, as a condition of the probation, that the defendant attend and successfully complete, before the 181st day after the day probation is granted, an educational program designed to rehabilitate persons who have been convicted of DWI. This program must be jointly approved by the Texas Commission on Alcoholism, the Texas Department of Public Safety, the Traffic Safety Section of the State Department of Highways and Public Transportation, and the Texas Adult Probation Commission.

If the Department of Public Safety does not receive notice that a person participating in the educational program has successfully completed the program, as shown by department records within the period required by the statutes, the department may then suspend the person's driver's license, permit, or privilege, or may prohibit the person from obtaining a license or permit in the State of Texas.

Driving While License is Suspended. Driving while one's driving privileges are suspended is a misdemeanor offense. A violation carries a fine or jail sentence, or both.

Public Intoxication. If an individual is convicted for being intoxicated in public, it could result in a fine of \$200.

Unlawful Carrying of a Weapon. Unlike many states, Texas does not have a concealed weapon statute. Instead, it is a misdemeanor for an individual to carry either on his person or in his car a hand gun, club or illegal knife, such as a hunting knife. It is irrelevant whether the weapon was in plain view so long as it is reasonably accessible to your person. There are some exceptions to the enforcement of this statute in regard to use by law enforcement officers, use on private property, and use for lawful hunting and fishing activities.

If an individual with a weapon enters on the premises of any establishment which is licensed to serve alcoholic beverages, a charge for unlawful carrying of a weapon becomes a felony.

Theft. If an individual is found in possession of stolen goods, a theft charge will result. In Texas, possessing stolen goods carries with it a presumption of having been involved in the actual theft.

Resisting Arrest. Intentionally preventing or obstructing a peace officer from effecting an arrest or search can result in a misdemeanor offense which carries a fine or jail sentence, or both. This does not mean that if asked, you must give your consent to a police officer to search your home or your car.

Criminal Nonsupport. Failing to provide court-ordered support may result in a misdemeanor offense which carries either a fine or jail sentence, or both.

Criminal Mischief. If an individual intentionally and knowingly causes damage to another's property, a misdemeanor charge for criminal mischief may result. If the damage to the property is in excess of \$200, a felony charge may result. Such an offense carries with it a fine or jail sentence, or both.

Assault. Intentionally, knowingly, or recklessly causing bodily injury to another, or threatening another with imminent bodily injury, may result in an assault charge. Depending on the circumstances, the offense is punishable as either a misdemeanor or a felony. This offense carries a fine or jail sentence, or both.

STANDARDS OF CONDUCT

AR 600-50 (Standards of Conduct) defines standards of conduct for Department of the Army (DA) personnel. A few of the more important aspects of these standards are discussed below. It is extremely important you understand the provisions of AR 600-50 since violations may result in disciplinary action.

In the performance of their duties, DA personnel must avoid engaging in any activity which places them in a position where there is a conflict or the appearance of a conflict between their private interests and the public interests of the United States as it relates to their duties. In general, the acceptance of gratuities by DA personnel or members of their families from those who have or seek business with the Department of Defense (DOD) is not permitted. With some limited exceptions, DA personnel will not solicit contributions from other DOD personnel to give or donate gifts to superiors or accept gifts from other DOD personnel subordinate to themselves.

Civilian personnel and soldiers are prohibited from using their DA title or position in connection with any commercial enterprise or in endorsing any commercial product. Likewise, DA personnel will not engage in outside employment or other outside activity, regardless of compensation, that:

- (1) Interferes or is not compatible with the performance of Government duties;
- (2) May reasonably be expected to bring discredit upon the Government or DA;
- (3) Is otherwise inconsistent with the requirements of AR 600-50, including the requirement to avoid actions which reasonably can be expected to create a conflict or the appearance of a conflict of interest.

In addition, DA personnel must have written approval from their company-level commander before they obtain outside employment.

Government facilities, property, and work assistance are available only for official Government purposes. DA personnel will not participate in any gambling activity while on Government controlled property or while on duty. DA personnel will pay their just debts in a timely manner so their indebtedness does not adversely affect the Government.

To eliminate the appearance of coercion, intimidation, or pressure from rank, grade, or position, DA personnel, except special Government employees, will not make personal commercial solicitations or sales to DOD personnel who are junior in rank or grade, at any time, on or off duty. Commercial solicitation includes those instances where DA personnel are employed as sales agents on commission or salary, or conduct business, and contact prospective purchasers suggesting they buy a commodity, real or intangible, that is being offered for sale.

Soldiers considering obtaining off-duty employment should also read the chapter in this manual entitled 'Off-Duty Employment.'

OFF-DUTY EMPLOYMENT

In order to accomplish our mission and be sure of Army readiness, soldiers must be mentally alert and physically capable of performing their official responsibilities. Although soldiers may accept off-duty employment, a reasonable policy is necessary to be sure that outside employment does not interfere with a soldier's official duties and responsibilities.

Soldiers assigned or attached to Fort Hood must receive approval from their company-level commander before engaging in, or continuing to engage in, any off-duty employment for pay, and also volunteer service as a firefighter, police officer, or ambulance/emergency medical attendant.

Commanders review each request for approval of off-duty employment in accordance with the following rules:

- a. Off-duty employment may not interfere with, or be incompatible with, the performance of official Government duties.
- b. Off-duty employment will not be approved if it may reasonably be expected to bring discredit upon the United States Government or DA.
- c. Off-duty employment may not create an actual or apparent conflict of interest with official Government duties or otherwise violate provisions of AR 600-50.
- d. Soldiers will not be allowed to use their military title, position, or military address in connection with any commercial enterprise or endorsement of any commercial product.
- e. Soldiers will not engage in commercial solicitation on the installation for the sale of commodities to another soldier.
- f. Soldiers will not at any time, engage in the commercial solicitation of any personnel who are junior in rank, grade, or position. This does not include sales of property not held for commercial purposes, retail sales, and situations not involving personal commercial solicitation.
- g. Specific limitations on off-duty employment apply to some Army personnel, such as doctors and lawyers, working in certain areas. Existing regulations and policy continue to apply in these cases.

If a soldier is injured during the course of off-duty employment, the Government recovers the cost of medical care from the soldier's employer. Soldiers should not sign any waiver of rights for an employer or agree to any employer settlement in case of injury. In addition, injuries sustained by soldiers in the course of off-duty employment, regardless of where medical treatment is obtained, should be reported to the Claims Office, Office of the SJA, III Corps and Fort Hood.

Violation of this policy by a member of the military may be the basis for disciplinary action, nonjudicial or judicial, under the UCMJ (Article 92 (1), 10 U.S.C. Section 892 (1)), or appropriate administrative action.

TAXATION

Introduction. Most soldiers are required by law to file income tax returns on the income they receive. Military pay is subject to taxation by the Federal government and, in some instances, by the state of the soldier's legal residence or domicile. This section is intended only as a general coverage of the area of taxation. If you have specific questions concerning your filing requirements, seek assistance from your unit tax advisor.

Federal Taxes. Most soldiers are required to file a federal income tax return. Income from every source is taxable, unless specifically excluded from taxation by law.

The 'Short Form' is designated 1040A. It is for taxpayers whose entire income is from wages, salaries, tips, unemployment compensation, interest, and dividends. The 'Long Form' is designated 1040. It is for taxpayers who cannot use Form 1040A because of the amount or kind of income received, filing status, number of exemptions, or because of the need to file other supportive forms or schedules to adjust income, claim tax credits, report other taxes, or to itemize deductions. In 1983, the Internal Revenue Service (IRS) added a simplified form called the 1040EZ; it is available to single taxpayers who claim no special exemptions or deductions and have taxable income from wages less than \$50,000 and interest less than \$400.

State Income Taxes. Soldiers are not excused or exempt from state or local income taxes merely because they are on active duty. By express provision of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, each soldier must look to the law of the state of his or her legal residence or domicile to determine whether or not a state income tax return must be filed. The Legal Assistance Office has an ALL STATES INCOME TAX GUIDE on file which explains the various state income tax requirements and contains addresses for each state tax authority. It is the soldier's obligation to ascertain and comply with the tax laws of his or her state of domicile. If you have difficulty in determining your state of legal domicile, see Legal Residence/Domicile chapter in this pamphlet or consult a Legal Assistance attorney. You should contact your home state tax authorities for the proper state tax forms. The Fort Hood Tax Office will have a limited number of state tax forms available.

Volunteer Income Tax Assistance Program (VITA). The Fort Hood Tax Office implements and monitors the VITA Program. Training of unit tax advisors is conducted annually by the tax office in conjunction with the IRS. This training teaches the tax advisors the current Federal filing requirements. The purpose of this program is to train and support unit level income tax advisors with the information and materials necessary to be sure that each soldier is aware of Federal filing requirements and procedures and has the opportunity to secure competent advice at no cost for the preparation of tax returns. The ultimate goal of the program is for every soldier to be able to file his or her own income tax returns with a minimum of assistance. **IF YOU FEEL YOU NEED ASSISTANCE IN COMPLETING YOUR FEDERAL INCOME TAX RETURNS, SEE YOUR UNIT TAX ADVISOR.** If the unit tax advisor cannot answer your questions, you will be referred to the Tax Office for further help. Electronic filing of Federal tax returns is provided free of charge at the Fort Hood Tax Office, Building 209. Call 288-7995 for the hours of operation.

IMMIGRATION AND NATURALIZATION

Naturalization. The term 'naturalization' means acquiring nationality or citizenship of a country different from the citizenship acquired at birth. In the United States, naturalization involves petitioning the appropriate United States District Court to allow a resident alien to become an American citizen. In order to qualify for naturalization, an alien must have been a lawful permanent resident for a period of at least five years. Once an alien meets this requirement, he may apply for naturalization. The applicant must pass a short test concerning American history and government. He must also be able to speak, understand, read, and write simple English.

The residency requirement is reduced to three years for alien spouses of United States citizens. An alien spouse must have been married to a United States citizen for the entire three years and the spouse must have been a citizen throughout that period. The alien spouse must also have resided six months in the state in which she applies. If an alien spouse leaves the United States for more than one year, she must return to this country for two years and one day before being eligible to apply for naturalization.

If a soldier is a United States citizen and is assigned overseas along with his family, his alien spouse and children are eligible for naturalization regardless of the period of residency in the United States. The alien spouse must reside in the United States at the time of naturalization and must state before the District Court her intention to establish residency in the United States upon completion of the spouse's tour of duty abroad. This provision for early naturalization provides the alien spouse of a soldier assigned to duty abroad a great advantage. Not only will status as an American citizen provide the alien spouse the same advantages other Americans abroad enjoy, but the alien spouse will also be spared the extra two-year waiting period upon her return to the United States.

Alien members of the United States Armed Forces may apply for naturalization after serving honorably for three years. Time served on assignment outside the United States counts toward the three-year requirement. Upon returning to the United States, there is no waiting period for military personnel with three years of service to apply for naturalization.

Children of United States Citizens. A child born abroad to two United States citizens is always an American citizen. A child born overseas to one United States citizen parent and one alien parent is not always considered an American citizen. The citizen parent should provide information pertaining to his citizenship, whether by birth or naturalization, plus information on his periods of physical presence in the United States to the nearest United States Consulate.

Upon reviewing the documents, the United States Consulate will make a determination on the child's citizenship. If a child is an American citizen, the parents should register the birth at the United States Consulate. The United States Consulate will prepare 'A Report of Birth Abroad of a Citizen of the United States of America.' This form, FS-240, is also referred to as a 'Consular Report of Birth.' The United States Consulate will also issue a 'Certification of Birth' in English. The country of birth will issue a birth certificate in the native language. These three documents should be sufficient for citizenship and identification purposes. You may obtain copies of 'Consular Reports of Birth' and 'Certification of Birth' from the Department of State in Washington, D.C.

The Immigration and Naturalization Service (INS) can issue a 'Certificate of Citizenship' (certificate) in the United States to a person who acquired citizenship through an American parent or parents. This is not a Certificate of Naturalization since the person is already a United States citizen. It is simply proof of citizenship. Applying for such a certificate is entirely voluntary and failing to apply for this certificate does not affect a person's citizenship in any way.

Unlike the United States, many countries do not recognize birth on their soil as a basis for acquiring their citizenship. Children born in Germany, for example, must have a German parent to acquire German citizenship. True dual nationality is rare. Children born abroad to American citizens are United States citizens and not citizens of foreign countries.

Petitioning an Alien into the United States. There is a difference between naturalizing a resident alien (becoming a citizen) and petitioning an alien into the United States. Any United States citizen may petition the entry of an alien relative beneficiary into the United States. Citizens may petition for spouses, unmarried minor children (including step-children), and parents as immediate relatives with little waiting time. Citizens may also petition for sons and daughters over the age of 21 and for brothers and sisters, but the waiting period for these relatives is often several years. Lawful permanent residents may petition for spouses and unmarried minor children, but the waiting periods for these relatives can continue for several years. A United States citizen may also petition for an alien fiancée to enter the United States for 90 days. If the alien fiancée marries the citizen within that period, the alien would then qualify to apply for permanent residency.

You may obtain information regarding immigration and naturalization from the Fort Hood ACS Citizenship Office located in Building 1, Headquarters Avenue. Operating hours are Monday-Friday, 0730-1630; telephone number is (817) 287-4485/4936. You may also obtain information from the District Immigration and Naturalization Office in San Antonio, Texas which has jurisdiction over the Fort Hood area. The Immigration and Naturalization Office telephone number is (512) 229-6350.

TRAVEL IN MEXICO

Mexico is a beautiful country with many different activities. However, if you plan to travel in Mexico, there are a few rules you should know. By proper preparation before you visit, you can avoid some problems.

You are allowed to enter Mexico without any permit if you remain less than one day and do not travel more than 26 miles into its interior portion. When traveling into the Mexican interior, you are required to obtain a free tourist card. While traveling in Mexico, you should not wear a military uniform unless specifically authorized by military orders.

American citizens may obtain a tourist card for travel into the interior of Mexico at any office of the Mexican Consulate. The only documents required for the issuance of a tourist card are either a birth certificate or a voter's registration card or passport. You may also obtain a tourist card at any major port of entry, but it is more convenient to obtain a card at a Mexican Consulate Office. As a soldier, you will also need the approval of your company commander to take leave outside the United States. AR 630-5 (Leave and Passes), chapter 8, provides more information on this matter. Also, you should review AR 600-240 (Marriage in Oversea Commands) and AR 608-61 (Application For Authorization To Marry Outside Of The United States) if you plan to get married in Mexico

Most American automobile insurance policies do not provide coverage which extends into Mexico. If you are traveling by automobile in Mexico, you must purchase Mexican automobile insurance. American insurance that covers your automobile in Mexico is no longer sufficient in Mexico. Most major cities in Texas have insurance agencies which provide this coverage.

If you are traveling to Mexico without your spouse and you are taking your children with you, you should have a power of attorney from the other parent. At some border points, a parent is not allowed to take his or her children into the country without the written consent, in the form of a power of attorney, from the other parent.

Anything purchased in Mexico is subject to custom duties and excises when brought into the United States. Additionally, certain fruits and foods cannot be brought into the United States from Mexico. A complete list of what items may be brought into the United States is available at any port of entry. Mexico has recently placed strict export limitations on grocery products leaving the country in the possession of foreign nationals. Also, you should familiarize yourself with Mexican currency and exchange laws which severely limit the carrying of American coins and currency in the interior portion of Mexico. Violation of these currency laws may result in confiscation of any foreign currency and coins in your possession and other administrative penalties.

FOR THE COMMANDER:



WILLIAM A. WEST
Brigadier General, GS
Chief of Staff

STEPHEN J. BERTOCCHI
LTC, SC
DOIM

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