



# **Bobcat**

# **Anti-Anxiety**

# **Legal Guide**

to

## **Texas Laws: FAQs & Forms**

**Attorney for Students Office**

Dean of Students Office  
Division of Student Affairs

**Texas State University**

LBJ Student Center, Room 5-1.5

[www.attorney.dos.txstate.edu](http://www.attorney.dos.txstate.edu)

512.245.2370

**This information is available in alternate format  
upon request from the Office of Disability Services**

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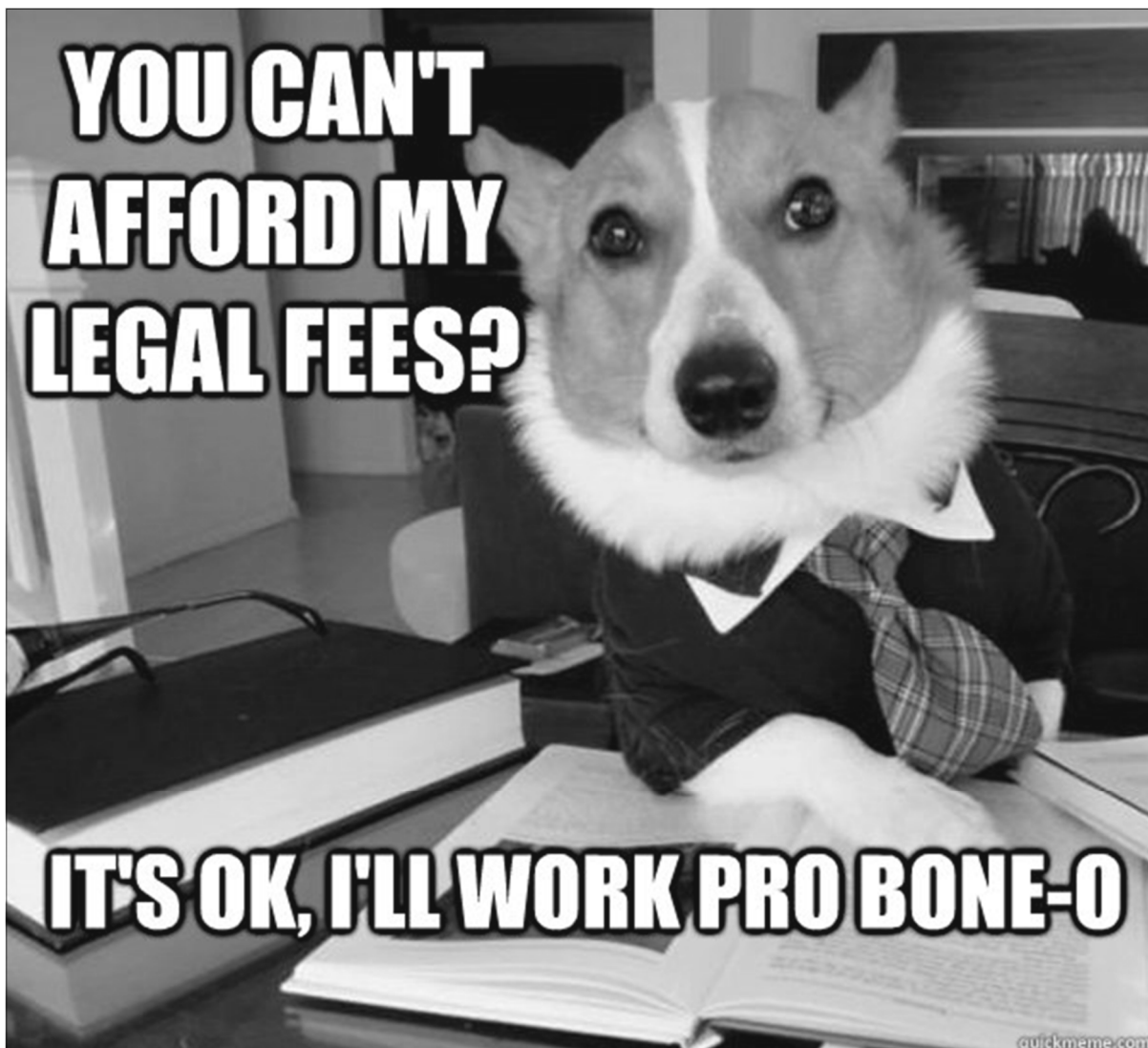
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Bobcat student service fees support a lot of great services here at Texas State. A few of those dollars go to providing you legal services in the Attorney for Students Office at no additional cost to you. Another great day to be a Bobcat!

*The information in this guide does not constitute legal advice. Students should seek verification and clarification of all information in this guide through our office. As the laws are in constant transition, some of the information in this guide may not be up-to-date and may not apply outside of Texas. The links and resources provided within this guide are aids to help Bobcats identify and locate resources that may be of interest and are not intended to imply that we sponsor, are affiliated, or otherwise associated with the creators.*



# Frequently Asked Questions

## What can AFS do for me?

The Attorney for Students (AFS) office offers legal services to all currently enrolled Texas State University students. In addition to individual legal consultations and limited scope representation, the attorneys are available to provide group presentations on a wide variety of legal topics.



**AFS does not provide in-court representation and cannot appear as attorney of record for students.**

## Who is eligible to get help?

All currently enrolled Texas State University students are eligible for legal services.

## Does AFS charge for services?

**NO.** Legal consultations, limited scope representation, and presentations are provided at no out-of-pocket cost to students—made possible by your student service fees.



## Is it confidential?

**Yes.** The attorney client privilege applies to all personal communications between students and AFS staff. Your privacy will be respected and maintained at all times. Scheduled appointments are required for legal consultations and may be conducted virtually or in-person.

## How do I get help from AFS?

Call or come into the office to schedule an appointment with an attorney. Your phone call or visit will be held in confidence. Tell the office what type of legal question you have so that you can be matched with the appropriate attorney. Provide enough information to notify the office if your question relates to employment, criminal law, consumer law, family law, renting, immigration, debt, etc.

The AFS website offers information, resources and frequently asked questions which may help you prepare for your consultation.

### Website:

[www.attorney.dos.txstate.edu](http://www.attorney.dos.txstate.edu)

### Follow us on

Twitter @TXST\_AFS or

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## How do I contact AFS?

- ⇒ Call: 512.245.2370
- ⇒ Email: [legalhelp@txstate.edu](mailto:legalhelp@txstate.edu)
- ⇒ Office: LBJ Student Center, Suite 5-1.5

## What should I provide AFS for my appointment?

Before your appointment, bring or email any documents related to your legal issue such as:

- copies of apartment leases with addendums,
- traffic tickets or citations,
- arrest documents and court records,
- letters from creditors or court documents,
- insurance claim numbers and documents,
- employment contracts, or
- immigration documents and notices, etc.



# Can You Afford to Rent?

## *Tips To Create a Realistic Budget for Living Expenses*



### Monthly Rent and Fees:

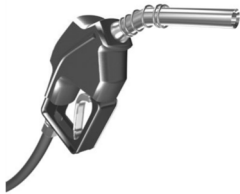
Monthly rent should not vary from month to month. Your lease will specify exactly how much rent you owe each month. Remember that most leases last 12 months, but your financial aid award *only covers nine months of rent*. How will you pay all 12 months?

You will also need to budget to pay for furniture rental, deposits, pet rent, green fees, parking, and other possible fees.



### Utilities:

Many leases will include the cost of cable, internet, and water. Other bills include electricity, gas, and trash. Assume monthly costs of \$50-70 per person for electricity, \$15 per person for water, and \$10 per person for gas. If you will be living alone, estimate \$120 for electricity and \$30 for water. You will also have to pay utility deposits to put each bill in your name. Usually \$150-\$400 for an electricity deposit alone.



### Travel:

You will need to get to and from school, work, the grocery store and your home town. If you don't plan to have a car, consider housing near or on the bus loop, or carpooling. If you have a car, plan at least \$60 per month for gas to get you to and from school, and perhaps \$50 for parking. Registration fees, oil changes, and repairs should be considered as well.



### Groceries:

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



### Life Expenses:

Do you ever want to have fun? If so, plan at least \$150 per month for tubing the river, eating out, attending a show, or watching a sports event. Also, setting aside \$20 every month in savings is a good way to protect yourself in case of unexpected life expenses like a trip to the dentist for a broken tooth, fixing a flat tire, replacing a stolen cell phone, or paying a parking ticket.



# Renting With Roommates

Living with roommates, even strangers, can be a good experience if you plan ahead and make mature decisions. Even great friends will have disagreements over lifestyles, cleaning methods, bill paying, and food sharing. A renting together agreement, like the one found on page 34-35 of this handbook, is a great way to memorialize basic rules and prevent future disagreements. This agreement will specify things like what days bills must be paid, who will pay for what, how long friends can stay over, if food will be shared, and who cleans what when. Above all—good communication is the key!

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

## 4 Questions to Ask Yourself:

### 1. Do I trust this person?

Only live with that person if your answer is an emphatic YES. If your apartment provides roommate matching, you may not have the opportunity to ask yourself this question.

### 2. Am I willing to put up with this person's habits?

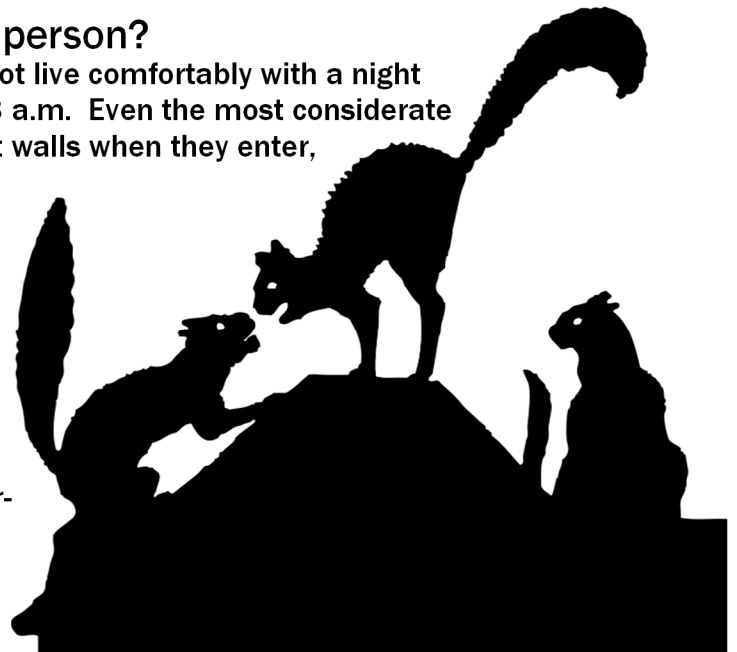
You may be willing to accept a friend's bad habits from afar, but do you *really* want to live with them? It's one thing to know your friend likes to smoke weed or hook up with strangers, it's completely another to have them doing those things in your apartment. You don't want to become a prisoner in your bedroom. If your apartment matched you with a random roommate there are different consequences.

### 3. Is my schedule compatible with this person?

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

### 4. Do I want to remain friends with this person?

A friend who doesn't pay their share of the bills isn't much of a friend. You know your friend's flaws and you accept them as they are; however, that doesn't mean you'd want to live with them. A friend who you love to party with may be a great person to hang out with on a Saturday night, but not so wonderful on a Monday morning. Can you afford to have a freeloading roommate?





## Things About Renting You

# 10 **NEED** TO **KNOW**

### 1. What you see may not be what you get.

The lease only guarantees you the right to use a particular space at a set price between two specific dates. The fit and finish of the apartment, including wall colors, carpeting, age of furnishings, location within the complex, and amenities are **NOT** guaranteed. It is **not** illegal or deceptive to show you a model apartment with top of the line furnishings and then provide you with an outdated unit.

### 2. Traditional monthly rent is **NOT** the same thing as student housing/rent-by-the-bed/individual installment leases.

Traditional monthly rent is based on the number of days in each month that you occupy the apartment. If you move in or out halfway through the month, you can pay a pro-rated amount of rent for only the days you're actually there in a traditional/joint lease. With rent-by-the-bed/individual installment lease contracts, you agree to pay a total sum for the entire contract and the landlord allows you to pay it off in 12 equal installments (like a car payment). This can result in you paying a full monthly installment even if you're only going to be there for a part of the month. For example, if your move-in date is August 25, and you only live there for 7 days, you still have to pay for a full month's "rent".

### 3. All leases are not created equally.

The lease your friend signed or the lease you signed last year is not the same lease that you have now. Leases can change dramatically from year to year, even for renewals. You always need to read the lease carefully before signing, and review it with an attorney before signing. There can be a lot at stake.

### 4. E-mail does **NOT** count as written notice.

All repairs, notices, and requests must be put in writing to the landlord. The only type of written notice that is recognized under Texas law are letters (ink/paper) that were signed, dated, stamped, and mailed by a postal service. E-mail, web portals, and texts do **NOT** count. Use the letters on pages 32 & 33 to give your landlord official written notice.

### 5. Landlords do not have to fix everything.

A landlord only has to repair conditions that seriously affect your physical health or safety. Example: broken windows, locks, missing smoke detectors, or if there is no hot water. Items which are annoying or unpleasant do not have to be fixed. Example: dirty carpet, crowded parking, noisy neighbors, broken air conditioner.



## 6. Parking, AC, heat, and security are perks.

In most cases, Texas law does not consider parking, air conditioning, or heat to be necessities for living in a rented apartment or house. City ordinances may require heat, but do *not* require AC.

## 7. It doesn't matter what you're told, it only matters what is written.

The lease contains all of the necessary legal information and details outlining exactly what the landlord and tenant must do for one another. If you are orally promised something by the apartment agent or manager, make certain that the lease says the exact same thing, or you'll be stuck in a lease you don't want.

## 8. Subleasing does not end your responsibility under the lease.

Subleasing does not excuse you or your guarantor from any responsibilities once the new tenant moves in. If you sublease your apartment to another person who fails to pay rent, fines, fees, or damages to the apartment, you may get stuck paying the landlord for their mistakes. If you sublet your rental apartment or house, make sure to get it *in writing* that your lease with the landlord is terminated completely.

## 9. You *cannot* change your mind after you've signed a lease.

There is no cooling off period in Texas. You cannot change your mind after you sign the lease. Even if you haven't turned in proof of income or a guarantor, the lease is immediately enforceable against you once you sign. Do not sign if your guarantor has not signed or if your application has not been approved.

## 10. Construction or renovation delays don't cancel your lease.

New apartments under construction or apartments under renovation often promise and even guarantee to be open by a certain date, but construction delays, permits, and other factors often delay when the apartment can actually open. The delays could last for months or years! If your apartment is not ready by your move-in date, it does not automatically cancel your lease. Do not sign any additional lease addenda or incentive agreements with the apartment until you have reviewed the agreement with an attorney as it may take away your one legal right to be released from the lease for construction delays under certain conditions.

**AFS will review the lease for you!**

**Call for an appointment**

**512.245.2370**



# Moving In checklist

## \_\_\_\_\_ Pick up the keys and inspect the apartment.

Do not start moving your belongings inside until you have thoroughly checked for pre-existing damages or problems—especially bedbugs!

## \_\_\_\_\_ Use an inventory form to note flaws & damages.

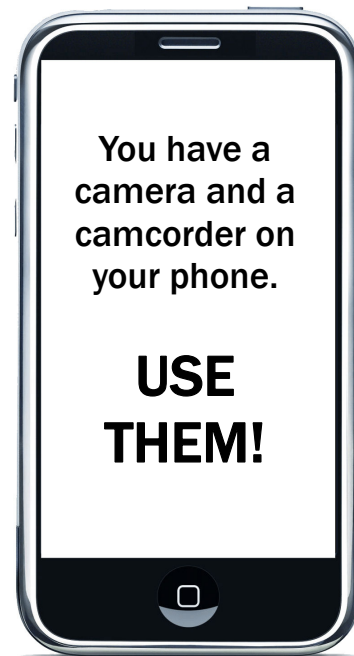
Be specific about what is damaged and where it's located, no matter how minor. Use the form on page 31 if the landlord doesn't provide one.

## \_\_\_\_\_ Take pictures of everything!

E-mail the pictures of all damages to the leasing agent, yourself, a parent, or a roommate so that you have a backup copy.

## \_\_\_\_\_ Turn in the inventory form to the landlord ASAP.

Be sure to keep a copy for your records, turn in a copy, AND mail a copy to the landlords in writing.



# Moving Out checklist

## \_\_\_\_\_ Give a written move-out notice.

Send your move-out notice in writing (INK, PAPER, & A STAMP!) *ahead* of the deadline required in your lease (often 60 days) or you will be liable for additional charges and rent. You can use the form on page 33, so the landlord can plan on renting the apartment again when you leave, and can return the security deposit to you if you paid one.

## \_\_\_\_\_ Request a move out inspection.

The landlord may be able to point out damages that you could be charged for and give you a chance to clean or repair those items. Insist on having one even if the apartment agent states it's not necessary.

## \_\_\_\_\_ Clean the apartment better than you've ever cleaned it before.

To avoid charges, be extra cautious and clean the property better than you think you should.

## \_\_\_\_\_ Throw away all trash at the dumpster.

Do not leave any items inside the apartment, outside the door, or on the curb. You must throw everything away, or you will be charged (sometimes up to \$25 per bag).

## \_\_\_\_\_ Take pictures of everything on the very last day!

You will need pictures to prove that the apartment was clean and undamaged when you moved out. Your word is not enough.

## \_\_\_\_\_ Turn in the keys and update your address.

You must provide the landlord in writing your new address, or an address where you can be reached after move out. Provide this in writing in your move-out letter.



# Subleasing or Reletting

## How to Sublease or Relet the RIGHT Way

Subleasing or reletting are the legal words used to find someone else to move in and pay the rent that you agreed to pay. There are several steps to subleasing or reletting an apartment legally and properly.

1. Write the landlord to notify them that you wish to sublease or relet. In rent-by-the-bed/individual leases, **you** usually have the obligation to find a substitute tenant.
2. A landlord must approve of the substitute tenant before they can move in. The landlord can require them to pay an application fee, provide a guarantor, and pass both a criminal and credit check.
3. If the landlord approves the substitution, you will likely still be charged a subleasing fee for the landlord's hassle of filling out new paperwork. Your lease will not be terminated or cancelled.
4. As a person subleasing their apartment, you remain liable for the apartment and all installments ("rent") due to the landlord. If the substitute tenant moves out early, causes damage, or fails to pay rent or utilities on time, the landlord can pursue you for the money. It is a good idea to exchange permanent home addresses and phone numbers with a substitute tenant.
5. Give the landlord your new address so that they can notify you if something goes wrong.

# Right to Vacate

There are three ways that Texas law gives you the right to vacate your apartment without facing negative consequences or penalties and without owing additional rent or installments.

- **Military Orders** — A person on active duty in the military who is given orders for a permanent change of station or is deployed for more than 90 consecutive days.
- **Family Violence** — A victim of family violence who obtains a specified court order OR documentation from specified licensed health professionals or authorized advocate. The dangerous person does not have to be living with you.
- **Certain Sex Offenses or Stalking** — A victim, parent, or guardian of a victim of specified sexual assault, child sexual abuse, or stalking offenses (including some attempts) that takes place during the preceding six-month period on the leased premises.

For each of these, certain requirements may have to be met to avoid liability such as providing the landlord with a copy of the relevant documentation and written notice of termination.



## Buy stamps! Emailing is NOT written notice.

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

Not sure how to write a letter or what to say? Use the forms on page **32-33** to help you make a repair request, give move out notice, and update your address before moving.



# Crimes & Consequences

## Levels of Crimes & Punishments

- **Traffic Offenses** — ordinary traffic tickets are punishable only by fine and possible suspension of your driving privileges. Fines do not exceed \$500, but court costs may be added. A conviction often causes you to incur higher car insurance rates. Traffic tickets are not part of a criminal record. Examples: speeding, failure to maintain financial responsibility (no insurance), failure to signal lane change, or disobeying traffic signs.
- **Misdemeanors** — There are three levels of misdemeanor charges and each level grows more serious and incurs higher levels of punishment.
  - **Class C** — punishable only by fine up to \$500; they can result in an arrest. Some charges can be sealed or expunged. Examples: public intoxication, minor in consumption, theft less than \$100, or possession of drug paraphernalia.
  - **Class B** — punishable by fine up to \$2,000 and six months in jail, or both. Class B charges always result in an arrest and creation of a public criminal record. Examples: DWI, theft of \$100-\$750, possession of marijuana 2oz. or less, indecent exposure, or harassment.
  - **Class A** — punishable by fine up to \$4,000 and one year in jail, or both. Class A charges always result in an arrest and creation of a public criminal record. Examples: DWI 2nd, possession of fake ID, possession of marijuana more than 2oz, assault causing bodily injury, or resisting arrest.
- **Court costs and fees**—new laws allow courts to consider a person's financial situation when deciding to assess court costs, fees, and fines. Courts may waive part or all of the fines and allow people to perform community service instead. This is on a case-by-case basis and determined by a judge.

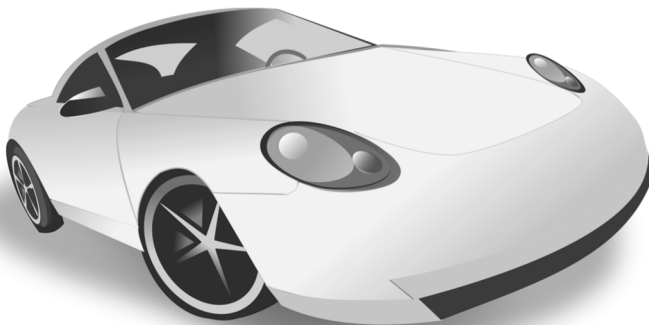
## Traffic Tickets: An Easy Path to Dismissal

Texas laws make it fairly easy to have a traffic ticket dismissed, without the time and expense of requesting a trial. All licensed Texas drivers are eligible to have a ticket dismissed every 12 months by simply paying a fine and taking a driver safety course. Thanks to modern technology, you can complete the driver safety course online for as little as \$60. All tickets are eligible except for offenses committed in active school zones, speeding more than 25 mph above the posted limit, or in construction zones. Additional tickets may be eligible for deferred disposition.

### **IMMIGRANTS!!!**

**Criminal offenses can have  
SERIOUS immigration consequences including deportation, visa denials and the ability to naturalize.**

**Consult with an immigration  
attorney immediately!**





# Marijuana: It's NOT Legal in Texas!

## (not even in Austin)

### What's the law in Texas?

It's **ILLEGAL** to possess any amount of marijuana, any THC infused product like an edible, or any item used to grow, grind, or consume marijuana. The "Compassionate Use" bill passed in 2015 by the Legislature was only for patients with certain types of epilepsy, but is considered flawed and unworkable. New laws regarding Hemp vs. Marijuana have been implemented but we are waiting to see how things shake out!



### Does anyone really get in trouble for having a little pot?

**YES!!!** Texas has some of the harshest penalties for marijuana, and highest arrest rates. Many of those arrests are for people under the age of 21. The university can have you expelled for a pot charge (even a Class C offense).

### How severe are the marijuana laws in Texas?

Less than 4 oz. = Misdemeanor

More than 4 oz. = Felony

Possession of grow equipment = Felony

### What counts as drug paraphernalia?

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

### What's the difference between state laws and federal laws?

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

### How badly could an arrest or ticket harm my future?

A conviction for drug possession will put a permanent stain on your public criminal record. Receiving a ticket for drug paraphernalia may also show up on your public criminal record. A conviction will prevent you from receiving federal and state student financial aid. Say goodbye to college tuition and your degree plans. Drug convictions can also lead to deportation for non-citizens, denial of immigration visa applications, and naturalization. It can prevent you from possessing a gun, adopting a child, receiving food stamps, and from becoming a member of certain professions (like teaching).



# Age-Based Alcohol Crimes

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

**MIP — Minor in Possession, Class C.** Anyone under 21 in a room where alcohol is freely accessible could get an MIP. This includes standing around a table with liquor bottles, even if you aren't touching the booze and never intend to drink. Just being around alcohol can be illegal.

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

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

**DUI — Driving Under the Influence, Class C.** Driving a car or boat with any amount of alcohol or intoxicant in your system if you're under 21 could land you a DUI (as it is called in Texas). This is not the same as Driving While Intoxicated (DWI). Some other states use the terms DUI and a DWI interchangeably, so an out-of-state employer who sees a DUI on your record could think you have a much worse criminal record.

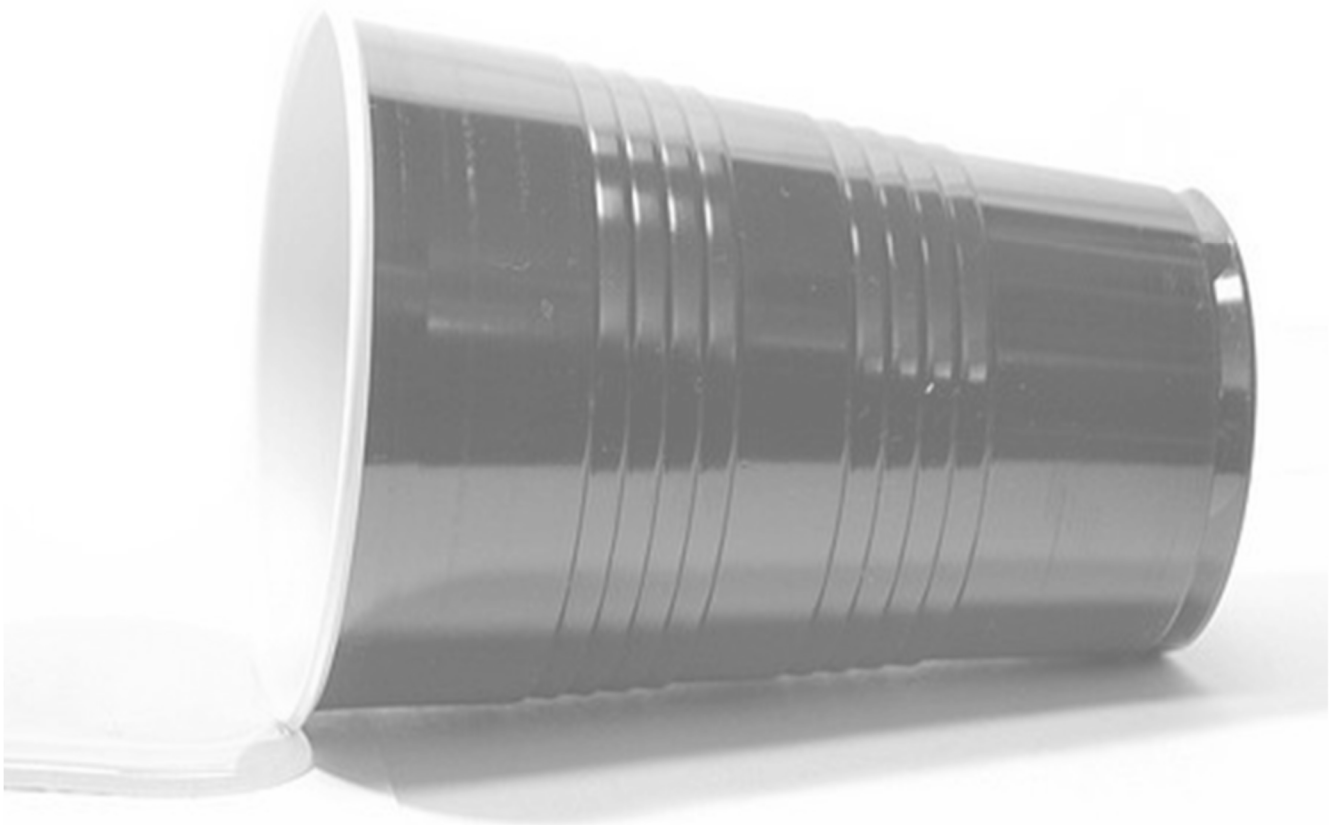


## **Crimes ANYONE can commit, regardless of age**

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

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

**Fake ID, Class A.** Having a physical document like a driver license or fake birth certificate that indicates you are someone else or a different age. You don't need to be using the ID; it is a crime to possess such a document.





# Expunction

## *Erasing the Past*

### Can my criminal record be erased?

You may be eligible to expunge a criminal record if you were accused of a crime and the charges were completely dismissed without you having to serve probation. Pre-trial diversions and interventions may also allow you to get your record expunged or sealed. Check with your attorney to see what is possible.

### How do I get an expunction for a criminal record?

You must file a request in the county where you were arrested/charged and ask permission from the court to erase any and all records related to the criminal accusation. The costs will include a filing fee to the court and notification costs to alert DPS and other agencies that you intend to erase the record. If you do this yourself, the cost averages between \$325–\$500 for filing fees.

### Are there any alternatives to an expunction?

If you are not eligible for an expunction, you may be able to get an Order of Nondisclosure and have your criminal record sealed, but not erased.

### What does it mean to have a record sealed?

An Order of Nondisclosure is the legal term for having a criminal record sealed. Sealing a criminal record from public view is not as complete or final as an expunction, but does prevent the general public from discovering that you were accused of a crime. In some cases, a person who was arrested, charged with a crime, and served probation may also be eligible to have the record sealed from public disclosure.



### After expunction, is there still a chance someone could find out?

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

Expunction is only a remedy under state law. **There is not currently any right to expunction under federal law.** A conviction for a crime can prevent a person from ever obtaining a visa, legal permanent residency, or citizenship. It is important to get a certified copy of the court's file before expunging criminal records for a non-citizens. Consult an immigration attorney.

A company that has been notified of the expunction or nondisclosure but still refuses to remove the information can be held liable under the Texas Government Code. A company with three or more violations could have their access to DPS records cut off and can be subject to damages.



# LGBTQIA+ Rights

## A Changing Legal Landscape

The laws affecting the LGBTQIA+ community continue to evolve and may very well have changed by the time this handbook has been published. This section seeks to answer basic questions about the legal rights and protections afforded to members of the community and same-sex couples in Texas.

### Does Texas recognize same sex marriages legally performed in other states?

Yes. Some states, including Texas, are trying to make same-sex marriages illegal again. If any such Texas law passes, it could take years to make same-sex marriage illegal in Texas. Even then, the Supreme Court of the United States would likely overturn the Texas law and protect same-sex marriages.



### Discrimination

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

### Gender Reassignment

Texas laws do not prohibit a transsexual person from seeking gender reassignment. Texas also does not have a specific gender marker provision in its birth certificate amendment statute. Texas Vital Statistics can issue an amended birth certificate upon receipt of a written request and a court order.

## Want More Info, Help, or Advice?

**Bobcat Pride** — An student organization that strives to empower those in the LGBTQIA community at Texas State through mentorship, social change, and service. For more info contact this group on Twitter [@bobcatPRIDETXST](https://twitter.com/bobcatPRIDETXST).

**LAMBDA** — Social student organization created in order to provide a positive social and educational environment for Texas State's homosexual, bisexual, transgender students and their straight allies. For more info contact [lambda@txstate.edu](mailto:lambda@txstate.edu).

**GLAAD** — U.S. non-governmental media monitoring organization which promotes the image of LGBT people in the media. Visit their website at [glaad.org](http://glaad.org).

**National Center for Transgender Equality** — Their website is a “one-stop hub for name and gender change information.” Visit their website at [transequality.org](http://transequality.org).



# Family Law

## Marriage & Divorce

### Who can get married in Texas?

State law allows legally competent adults to marry, and in some circumstances, emancipated minors and sometimes minors who have parental consent. A couple wishing to marry must first apply for a marriage license in the county where they reside. After receiving a license, they are free to seek a marriage from any Justice of the Peace, state judge, or religious organization.

### What is “no fault” divorce?

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

### Do I have to hire an attorney?

No. However, in most cases it is highly recommended. You may choose to do your own divorce if: (1) the divorce is uncontested, (2) there are no minor children, (3) you do not own any real property, and (4) you have agreed to a division of the personal property and debts. Helpful information can be found at [texaslawhelp.org](http://texaslawhelp.org).

## Child Support

### Who decides child support and visitation rights?

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

### What if I have a child by a man who denies fathering the child?

You can file a paternity action and the court will order blood tests. If the court determines that the man is the father, the court will determine custody, visitation rights, and child support.

## LOCAL RESOURCES & SUPPORT

Hays County Victim Services  
512.393.7600

Hays-Caldwell Women’s Center  
512.396.4357 & 800.700.4292

Travis County Victim Services  
512.854.9449

Safe Alliance - Austin  
512.267.7233 & 737.888.7233 (Text)

Crisis Center of Comal County  
830.620.7520 & 800.434-8013

Texas Advocacy Project  
512.476.5377 & 374.HOPE (4673)

## Spousal or Child Abuse

### What if someone is abusive to me or my child?

Most importantly, protect yourself and your children by moving out of harm’s way to a friend’s house or possibly to a local shelter. Next, talk to an attorney about obtaining a protective order. You may also seek temporary custody of the children to protect them.

### How do I apply for a protective order?

Call the District Attorney’s office in the city where you are located. You will need to fill out an application. There is no charge for this. If you need help applying for a protective order in Hays or Caldwell county, you can also contact the Hays-Caldwell Women’s Center (HCWC) for free assistance and support at 512.396.4357. Travis County residents can contact Safe Alliance in Austin at 512.267.7233. These services are offered to men and women.



# Adoptions

## Who can adopt in Texas?

Chapter 162 of the Texas Family Code only permits adults over the age of 21 to adopt. Married couples must petition together for an adoption.

## Can a mother give up a child anonymously?

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



## Does the birth father have to be notified about an adoption?

Yes. The birth father must be given notice, either personally or by publication, that the mother intends to relinquish custody of the child.

# Name Changes



## Can anyone change their name?

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

## Will a criminal conviction prohibit me from changing my name?

Not necessarily.

## How long does it take to get a name change?

An adult wishing to change their name can likely gather the documents, file the paperwork, and have the change approved by a judge in as little as 30 days.

## What items do I need to get my name changed?

You will need a certified copy of your birth certificate, a fingerprint card from the Texas Department of Public Safety, a Petition for Name Change, an Order granting the name change, and the court filing fee (estimate \$300). Call our office to get free help preparing the Petition and Order.



# Cars: Buying, Selling, & Insuring

## Buying a Car?

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

## Selling a Car?

1. Advertise the car as being sold AS-IS. This means that you are not selling the car with any warranties or representations that it works well or will keep running after it's sold.
2. Do not let a potential buyer test drive the car alone.
3. Agree on a price. Use the agreement on page 36 to finalize the sale.
4. Get paid with a cashier's check. Do NOT accept a personal check.
5. Sign the title over to the buyer. Make certain that you have your name removed from the title to avoid becoming liable for accidents the buyer might cause later on. Call and cancel any insurance policies that you had on the vehicle. Immediately fill out a Vehicle Transfer Notification with the Texas Department of Motor Vehicle.

## Purchasing Auto Insurance?

Texas law requires all motorists to maintain liability insurance. There are many types of auto insurance.

1. **Liability** - Protects the driver or passenger of another vehicle from damages you caused them in a collision. Required by Texas law for all drivers. It doesn't protect you or cover damage to your car.
2. **Collision** - Covers damages to your car resulting from a collision regardless of who is at fault; typically requires you to pay a deductible before receiving repairs. It also covers whoever you hit or other people involved in the accident.
3. **Comprehensive** - Covers damages to your car not caused by a collision such as hail damage, falling objects, theft, damage caused by animals, and natural disasters like floods or tornadoes.
4. **Uninsured/Underinsured** - Covers damages caused to your car by an uninsured or under-insured driver. Under-insured drivers are people who have minimum liability coverage. Example: Your car is worth \$35,000 was totaled, and you were seriously injured with medical bills over \$90,000. The underinsured driver only had \$100,000 coverage which is not enough to compensate you for your damage. This creates a gap of \$25,000. Uninsured/Underinsured coverage would pay the difference.
5. **Rideshare** — Covers any accidents that happen when you are working as a driver for a ridesharing company, such as Uber or Lyft. A personal car insurance policy typically doesn't cover business use of your personal vehicle.

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



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

[txdmv.gov/motorists](http://txdmv.gov/motorists)





# Cars: Accidents & Repairs

## What should I do if I'm involved in a car accident?

1. Call the police and report the accident so that you have proof of the date and time.
2. Exchange driver license and car insurance information. Do NOT leave the scene without looking at the other driver's license and insurance card. Take pictures of the documents to easily access the information. If they cannot produce both, call the police and insist that an officer be sent.
3. Take pictures of both vehicles, the license plates, the visible damage and the roadway conditions.
4. Call both your insurance company and the other driver's insurance company to report the collision.
5. Have your car taken to a licensed mechanic as soon as possible for a written estimate of repair.

## What should I do if I am hit by an uninsured driver?

Texas laws require drivers to have insurance, but there is absolutely no way to force an uninsured driver to pay for your damages. For help pursuing a claim against an uninsured driver, please call the Attorney for Students.



## Car Repairs

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

## Towing — What Are My Rights?

Police can order a car towed if it is parked in violation of a city ordinance. A private landowner or parking facility can order a car towed if one or more of the following conditions have been met:

- If one or more conspicuous signs state who may park in designated area, and prohibit others from parking there;
- If the owner or operator of the property has notified you to “move the vehicle or it will be towed”; or
- If the vehicle is blocking an entrance, an exit, a fire lane, or an aisle of a parking facility.

## If my car is wrongfully towed, what are my remedies and whom should I tell?

You can request a hearing at a Justice of the Peace court within 14 days of the tow occurring. If the court determines that probable cause existed for the tow, the owner of the vehicle must pay the costs of the towing and storage. Be sure to have photos of the location where you were parked when towed.



# Credit Reports & Scores

## What is a credit report?

A credit report is similar to a report card about debts you've created and how well you've paid those debts back. Accounts in bad standing hurt your ability to obtain a credit card, a loan, or rent an apartment. Three companies keep score: Transunion, Equifax, and Experian.

## What is a credit score?

It is a number between 250-900 that indicates to a creditor how well you pay back your debts.

A higher score results in better loans and lower interest rates.

## Where can I get free copies?

The federal government requires all three reporting companies to give you a free copy of your report every 12 months. You can download these free copies: [annualcreditreport.com](http://annualcreditreport.com).

## How long are items on a report?

Any account, good or bad, can be removed from your report after seven years and 180 days from the first date you fall behind.

## What if I can't pay a bill?

If you are having trouble paying a bill, contact the creditor before the account becomes delinquent. The creditor may be willing to accept smaller payments, at least on a temporary basis.

## What happens if I never pay?

A creditor will usually try to collect payment for a short period of time and then sell the debt to a debt collection agency. This removes the debt from the creditor's accounts and assigns all right to payment to the debt collection company. You will then start getting calls and letters from the debt collector. AFS can help with debt settlement.

# Bad Debts & Debt Collectors

## What can a debt collector do to me?

A debt collector can blemish your credit report for over seven years and sue you for unpaid debts.

A blemished credit report will make it very hard for you to do things like rent an apartment, purchase a car, open another checking account, or obtain a credit card. Creditors and collectors can still collect on old debts by calling you and sending letters even if the debt is no longer on your credit report.

## Does it help my credit score to make payments to debt collectors?

Not usually. Once a debt has been sold to a collector and reported as a delinquent account, your credit report has already been negatively affected. Making payments on an old debt does not make the debt current or in good standing, but instead could restart the debt statute of limitations to sue you. A good rule of thumb is that you either pay the debt off all at once, don't pay it at all, or negotiate a settlement.

## What laws protect me from illegal debt collection practices?

Two laws protect you from unscrupulous bill collectors — the Federal Fair Debt Collection Practices Act and the Texas Debt Collection Act.

## How can I stop a collection agency from contacting me?

Write a letter telling them to stop. Send the letter using certified mail, with a return receipt requested, and keep a copy of the letter. Upon receipt of the letter, the collector or creditor cannot contact you any further except to say that they will not contact you again or to inform you of a specific action, such as the filing of a lawsuit against you. Use the Cease & Desist letter on page 37 to stop collection calls.



# Identity Theft

## How can I avoid identity theft?

- Secure your belongings at all times.
- Do not give bank account or other personal information to an unknown person who contacts you.
- Do not use a mailbox that cannot be locked. If your home/apartment does not have a locking mailbox, rent a post office box instead.
- Do not use your birth date or other easily deciphered codes as passwords.
- Do not have driver's license, birth date, or social security info pre-printed on your personal checks.
- Shred all documents containing personal information.
- Obtain copies of your credit reports at least once a year for free at [annualcreditreport.com](http://annualcreditreport.com).

## What should I do if I am a victim of identity theft?

1. Immediately contact the three major credit reporting bureaus (Experian, Equifax, and Transunion) to notify them of the situation and ask that they place “fraud alerts” on your accounts. You should also order copies of your credit reports to assess whatever damage has occurred.
2. Contact the financial institutions affected by the fraud and notify them of the situation. You should fully cooperate with any investigation they may conduct into the matter.
3. File a complaint with the Federal Trade Commission: [ftc.gov/bcp/edu/microsites/idtheft](http://ftc.gov/bcp/edu/microsites/idtheft).

## Internet/Online Purchases

### What can I do to minimize risk when ordering by mail or over the web?

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

### Are there other remedies available to me?

Yes. File a complaint with the Post Office and the vendor.

## Credit Card Disputes

### Am I liable if my credit card is stolen?

You must be diligent in notifying the company about a stolen or lost card immediately to minimize your liability. Credit card companies will usually refuse to pay on purchases that are charged after you report it stolen, so you are protected to a degree. If you purchase by credit card but don't get what you pay for, report it immediately. The credit card company may stop payment and protect you.

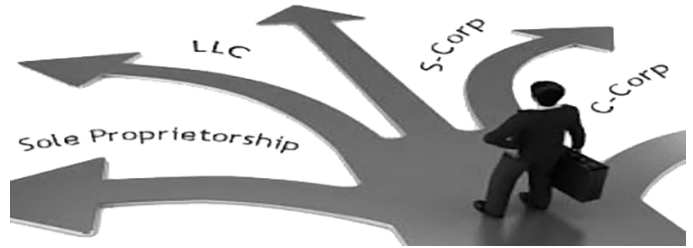
### What is a debit card?

Debit cards are issued by banks and may be used to withdraw funds from an Automated Teller Machine (ATM) or to make purchases from stores or vendors who accept major credit cards. Debit cards are riskier than credit cards because a consumer does not have the option of withholding payment on charges which they suspect are the result of theft, fraud, or error, nor is liability limited.



# How to Start a Business

Four basic steps. Please note that new business owners should seek the guidance of a professional tax consultant, accountant, and/or attorney to help verify that all legal requirements are met before operating a business.



- **Step 1: Business Structure and Name**

Determine the legal structure of the business and properly file the business name with the state and/or county. File a certificate of formation for a Texas corporation, LLC, LP, or LLP on the Texas Secretary of State website <http://sos.state.tx.us>.

- **Step 2: Business Tax Responsibilities.** Determine the potential tax responsibilities of the new business on the federal, state, and local level.
- **Step 3: Business Licenses and Permits by Business Type.** Determine necessary licenses, permits, certifications, registrations, and/or authorizations for a specific business on the federal, state, and local level.
- **Step 4: Business Employer Requirements.** Determine federal and state employer requirements. There are various laws relating to employment of personnel.

## Six Business structures

Generally, businesses are created and operated in one of the following forms:



**Sole proprietorship:** Formed when a single individual engages in a business activity without necessity of formal organization. This is the most common and simplest form of business. If the business is conducted under an assumed name (a name other than the surname of the individual), then an assumed name certificate (commonly referred to as a DBA or Doing Business As) should be filed with the office of the county clerk in the county where a business premise is maintained. If no business premise is maintained, then an assumed name certificate should be filed in all counties where business is conducted.



**General partnership:** A general partnership is created when two or more persons associate to carry on a business for profit. A partnership generally operates in accordance with a partnership agreement.



**Corporation:** A corporation is a legal person with the characteristics of limited liability, centralization of management, perpetual duration, and ease of transferability of ownership interests. The owners of a corporation are called “shareholders.” The persons who manage the business and affairs of a corporation are called “directors.” Choosing the best management structure for your corporation is a decision you make with the advice of an attorney. An “S” corporation is not a matter of state corporate law but rather a federal tax election. A for-profit corporation elects to be taxed as an “S” corporation by filing an election with the Internal Revenue Service.



**Limited Liability Company:** The limited liability company (LLC) is a distinct type of entity that has the powers of both a corporation and a partnership. Depending on how the LLC is structured, it may be likened to a general partnership with limited liability, or to a limited partnership where all the owners are free to participate in management and all have limited liability, or to an “S” corporation without the ownership and tax restrictions imposed by the Internal Revenue Code. Unlike the partnership, where the key element is the individual, the essence of the limited liability company is the entity, requiring for its creation more formal requirements. A limited liability company can be managed by managers or by its members. The management structure must be stated in the certificate of formation. Management structure is a determination that is made by the LLC and its members. The Secretary of State cannot give advice about management structure.

**Limited Partnership:** A limited partnership is a partnership formed by two or more persons and having one or more general partners and one or more limited partners. The limited partnership operates in accordance with a partnership agreement, written or oral, of the partners as to the affairs of the limited partnership and the conduct of its business.

**Limited Liability Partnership:** In order to limit the liability of its general partners, a general or limited partnership may opt to register as a limited liability partnership.

## Patents, Trademarks, and Copyrights

**URLs:** Need a nifty URL (website name) that people can easily remember? This might help you decide on a business name if someone else already has the URL. Be sure to check this first and purchase the address before anyone else does! A number of companies are there to assist you with your search – from GoDaddy to Domainr. Even if your dream name is taken, the owner might be willing to sell – check [whois.net](http://whois.net) to try and find the owner.



**Trademarks:** A trademark is any word, name, symbol, or design, or any combination thereof, used in commerce to identify and distinguish the goods of one manufacturer or seller from those of another. As you become successful in your business and people associate your product or service with quality, you don’t want someone else coming in and taking your identity. Register your business name and logos with the US Patent and Trademark office. Be sure to check to see if anyone else has come up with your name or logo(s) first! A standard fee applies per registered mark. Register at: [uspto.gov/trademark](http://uspto.gov/trademark).



**Patents:** If you have come up with a new invention and want to have any hopes of making some money off of it, you will need to protect your rights to that invention by getting it patented through the US Patent Office. Patents are neither cheap nor easy. See the process at [uspto.gov/patent](http://uspto.gov/patent).



**Copyrights:** A copyright is a form of intellectual property, applicable to certain forms of creative work. Think music, movies, books, and blogs. Copyright is a legal right that grants the creator of an original work exclusive rights for its use and distribution. If you take a photo and post it on the web, others cannot (legally) use that without your permission. While a copyright attaches as soon as you reduce your work to a fixed medium (a writing to paper, a movie to a flash drive), your strongest protections come when the piece is registered with the US Copyright Office. See: [copyright.gov](http://copyright.gov).





# Employment Law



## What does “at will employment” mean?

Texas is an “at will” state which means that an employee can be fired at any time for good cause, for bad cause, or no cause at all. However, you cannot be fired for having a disability or a protected status covered by the Civil Rights Act (Title VII), the Americans with Disabilities Act or the Age Discrimination Employment Act. These laws state that you cannot be fired simply because of your race, color, religion, national origin, gender, disability, or age if you are 40 or older.

## What is typically in an employment contract?

- The amount that you will be paid
- Details of your work assignment
- How long you will be employed, and
- Any special circumstances or benefits

## What if I receive an offer of employment in writing and then it is withdrawn months later after I have rejected other job offers? Can I successfully sue the company for depriving me of other opportunities?

Since Texas is an employment-at-will state and as you could hypothetically be fired at any time, the company is probably not liable for any damages or lost opportunities you suffer. But, if you can prove that the rejection is based upon an illegal reason, then you may be able to successfully collect damages. If the employment offer states or implies a term to the employment period (i.e., annual or monthly salary), you may at least be able to receive a salary for that time period.

## What if a company does not pay me for my work?

File a complaint with the Texas Workforce Commission under the Texas Payday Act.

## When can a company not terminate an employee?

You cannot be lawfully terminated:

- When a written employment contract stipulates a time period that you will be employed;
- As retaliation for filing a worker's compensation claim;
- When an employee serves on a jury;
- When an employee refuses to participate in an employer ordered criminal act; and
- When an employee is deployed to active duty in the armed services and requests protection under the Service Members Civil Relief Act (SMCRA).



# Workplace Harassment

## When can an employer be held liable for harassment?

The most well-publicized form of harassment in the workplace is sexual harassment, which is a type of sexual discrimination. There are three types of sexual harassment now recognized as creating liability for a business:

1. “Quid pro quo,” or being forced to have sex with a superior in order to keep your job or to get a promotion, etc.
2. Hostile environment from a supervisor or higher-ranking person.
3. Hostile environment from a co-worker or visitor to the company.



## Is sexual harassment the only forbidden workplace harassment?

No. Recent court decisions have expanded hostile environment claims to all of the protected classes, including race, color, religion, nationality, gender, age, or disability.

## Does Title VII cover same sex harassment?

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

## What is the legal definition of “harassment”?

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

## How do I report workplace harassment?

Follow the procedures outlined in your employee manual or contract (if you received one). In addition, file a complaint with the Texas Workforce Commission’s Civil Rights Division or National Office of Civil Rights.



# Disability Law

## How is “disability” defined under the ADA?

The Americans with Disabilities Act (ADA) defines this term broadly. It is:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual
- A record of such impairment
- Being regarded as having such impairment

## What is a reasonable accommodation in the workplace?

This can vary from case to case, but generally if the accommodation sought is not a great economic burden to the business, then it can be required. The disabled person cannot choose which accommodation they prefer as long as the accommodation provided effectively eliminates the barrier.

## Can an employer ask me about my disability in a job interview?

No, not unless you bring it up.

## Are all employers required to comply with the ADA?

No. The ADA only applies to business and religious entities with 15 or more employees.

## Where do I file a discrimination claim against an employer?

You can file a complaint with any U.S. Equal Employment Opportunity Commission (EEOC) field office.

## Housing Accommodations

### Can a landlord discriminate against me for having a disability?

Probably not. The Fair Housing Act prohibits housing discrimination on the basis of race, color, religion, sex, disability, familial status, and national origin.

### My landlord says it has a “no pets” policy. Can I still bring my service animal?

YES. A landlord covered by the Fair Housing Act is required to offer you reasonable accommodations including allowing trained service animals or emotional support animals. The landlord can request that you provide documentation of your disability. Different rules may apply to emotional support animals as they are not the same as service animals.



## Need Accommodation for a Disability?

Americans with Disabilities Act: [ada.gov](http://ada.gov)

Aging & Disability Resources: [hhs.texas.gov/services](http://hhs.texas.gov/services)

Texas State University Office of Disability Services: [ods.txstate.edu](http://ods.txstate.edu)



# Student Veterans

## How do I file for Dependency & Indemnity Compensation (VA DIC) benefits?

Submit Form 21P-534 with a copy of your marriage license to the nearest VA Regional Office. The form and instructions can be found on the U.S. Department of Veteran Affairs website at: <https://www.va.gov>

## Does it matter when I file?

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

## What if I've applied for Social Security benefits?

Filing for Social Security benefits is also a claim for VA and DIC benefits (if the SS claim was filed by the surviving spouse).

## Where can I get more information?

List of Regional Veteran Affairs Offices - [benefits.va.gov/benefits/offices.asp](https://benefits.va.gov/benefits/offices.asp)

Information about pension & benefits - [benefits.va.gov/benefits/](https://benefits.va.gov/benefits/)

Information for survivors of veterans - [va.gov/family-member-benefits/](https://va.gov/family-member-benefits/)

Resources and support for widows - [americanwidowproject.org/](https://americanwidowproject.org/)

## Find Help On Campus

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

***Get Connected with TXST veteran programs and resources at*** [sdi.txstate.edu/ProgramsResources/Veterans.html](https://sdi.txstate.edu/ProgramsResources/Veterans.html)

***Tutor Corps*** - Student veterans tutoring student veterans. To participate in this program, see: [txstate.edu/tutorcorps](https://txstate.edu/tutorcorps)



# DIY Forms

## **1. Inventory & Condition Form—pg. 31**

Use this form to make a record of any pre-existing damages or problems in your Apartment. Turn it into the landlord within 24 hours and mail a copy with photos. Make sure to keep a copy of the completed form with photos!

## **2. Request for Repair to Landlord—pg. 32**

Use this form to request a repair from your landlord. You must mail this letter using the postal service. It is NOT sufficient to email or hand-deliver this letter. Texas law requires you to mail all repair requests. Keep a copy!

## **3. Move—Out Notice & Forwarding Address to Landlord—pg. 33**

You must give your landlord at least 30 days notice that you will moving out and provide them an address where they can mail you in the future. Many leases require 60, 75, 90 days notice, or even 6 months - read your lease to determine how much notice is necessary. Even though the landlord knows when your contract ends, they need your notification in writing so they can look for new tenants. You can give them your parents' permanent address if you don't know where you will be moving. Mail a copy and keep a copy of the letter!

## **4. Roommate Renting Together Agreement—pg. 34-35**

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

## **5. Bill of Sale for a Motor Vehicle—pg. 36**

Use this form whenever you sell or purchase a vehicle from another individual in Texas. Be sure to list the true sale price.

## **6. Cease & Desist Letter to Debt Collector—pg. 37**

Use this letter to tell a debt collector to stop contacting you.

## **7. Demand Letter to Business—pg. 38**

If you have received unsatisfactory service from a business, you can follow this letter.

**Spend about \$6 to PROVE your letter was sent and received**

**Certified Mail** — proves both that you sent the letter and what day you sent it.

**Return Receipt Requested** — proves both that the letter was received and what day it was delivered.



# Inventory & Condition Form

Unit No. \_\_\_\_\_

Move In Date \_\_\_\_\_

Move Out Date \_\_\_\_\_

	MOVE IN	MOVE OUT
<b>Kitchen</b> <ul style="list-style-type: none"><li>• Cabinets</li><li>• Countertops</li><li>• Stove</li><li>• Refrigerator</li><li>• Oven/Range<ul style="list-style-type: none"><li>• Drip pans?</li></ul></li><li>• Microwave</li><li>• Dishwasher</li><li>• Sink</li><li>• Lights/fans</li></ul>		
<b>Living Room</b> <ul style="list-style-type: none"><li>• Floors</li><li>• Walls</li><li>• Windows (Screens?)</li><li>• Door</li><li>• Lights/fans</li></ul>		
<b>Dining Room</b> <ul style="list-style-type: none"><li>• Floors</li><li>• Walls</li><li>• Windows</li><li>• Lights/fans</li></ul>		
<b>Bathroom</b> <ul style="list-style-type: none"><li>• Sink</li><li>• Cabinet</li><li>• Countertop</li><li>• Toilet</li><li>• Shower</li><li>• Tub</li><li>• Door</li><li>• Lights/fans</li></ul>		
<b>Bedroom</b> <ul style="list-style-type: none"><li>• Floors</li><li>• Walls</li><li>• Windows</li><li>• Door</li><li>• Lights/fans</li></ul>		
<b>Patio/Balcony</b> <ul style="list-style-type: none"><li>• Floors</li><li>• Walls</li><li>• Railings</li><li>• Door</li></ul>		



## REQUEST FOR REPAIR

Date: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

*Via USPS CMRRR*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To Whom It May Concern:

I, \_\_\_\_\_, am a tenant living at \_\_\_\_\_  
\_\_\_\_\_ [address].

Please make the following repair(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Attachments:

CC: Owner and Management Company



MOVE OUT NOTICE & FORWARDING ADDRESS

Date: \_\_\_\_\_

ATTENTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Via USPS CMRRR

To Whom It May Concern:

I, \_\_\_\_\_, am a tenant living in Apartment No. \_\_\_\_\_ which  
is located at \_\_\_\_\_[address].

This letter is official notice that I will be vacating my apartment on \_\_\_\_\_[date].

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## ROOMMATE RENTING TOGETHER AGREEMENT (Page 1 of 2)

### Names of Roommates Bound by this Contract:

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### Term of Lease

This agreement begins \_\_\_\_\_ (Mo/Day/Year) and ends \_\_\_\_\_ (Mo/Day/Year).

### Location of Apartment/House

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Type of Lease (check one)

\_\_\_\_\_ Joint/Traditional Lease: All roommates are equally liable to the landlord for the entire rent amount. Each roommate agrees to pay \_\_\_\_\_ [dollar amount or percentage] towards the full rent due.

OR

\_\_\_\_\_ Individual/Rent-By-the-Bed Lease: Each roommate is responsible to the landlord for their individual room and common areas "rent" or installment.

### Security Deposit (if traditional lease)

We have paid the \$ \_\_\_\_\_ security deposit in equal shares of \$ \_\_\_\_\_.

Each roommate will receive his/her portion from \_\_\_\_\_ at the end of tenancy. Each roommate is responsible for their share of the charges associated with damages.

### Payment of Bills (check each applicable bill)

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

\_\_\_\_\_ Water. Any deposit for the water bill will be paid by \_\_\_\_\_; this person is also entitled to a refund of the deposit at the end of the lease. All roommates agree to split the water bill equally. The total bill will be paid each month by \_\_\_\_\_ (date).

\_\_\_\_\_ Electricity. Any deposit for the electricity bill will be paid by \_\_\_\_\_; this person is also entitled to a refund of the deposit at the end of the lease. All roommates agree to split the electricity bill equally. The total bill will be paid each month by \_\_\_\_\_ (date).

\_\_\_\_\_ Gas. Any deposit for the gas bill will be paid by \_\_\_\_\_; this person is also entitled to a refund of the deposit at the end of the lease. All roommates agree to split the gas bill equally. The total bill will be paid each month by \_\_\_\_\_ (date).



## ROOMMATE RENTING TOGETHER AGREEMENT (Page 2 of 2)

### Guests

No guest may stay over more than \_\_\_\_\_ consecutive nights without prior approval from all roommates. No guest may stay more nights than the lease allows.

No roommate will invite more than \_\_\_\_\_ (number) of guests at any time without prior approval from all roommates. No gathering in violation of the lease is allowed.

### Damages Caused By Roommates and/or Their Guests

Each roommate agrees to reimburse the other roommates for damages and/or fines caused by them and/or their guests.

### Kitchen Use and Clean-Up

Each roommate agrees to do their own dishes and empty the trash as needed. A schedule of kitchen clean up may be attached which should include cleaning the refrigerator, oven, and mopping the floors.

AND

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

OR

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

### Pets

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

### Additional Terms and Agreements:

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

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

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

Signature:

Signature:

Date:

Date:

Signature:

Signature:

Date:

Date:



## BILL OF SALE FOR A MOTOR VEHICLE

State of \_\_\_\_\_ §

County of \_\_\_\_\_ §

This is to certify that on the \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year),  
\_\_\_\_\_ (Seller's full name) did sell the following  
described vehicle:

YEAR	MAKE	MODEL
VIN	LICENSE PLATE #	

to \_\_\_\_\_ (Purchaser's full name) for the purchase  
price of \$ \_\_\_\_\_ (full purchase price).

Seller's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## CEASE AND DESIST LETTER TO DEBT COLLECTOR

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

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Date

ABC Collections  
123 NotOnYourLife Ave.  
San Marcos, TX 78666

*Via USPS CMRRR*

Re: Acct # XXXX-XXXX-XXXX-XXXX

To Whom It May Concern:

I am continually being called on the telephone by your firm over an alleged \$\_\_\_\_\_ debt.

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

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

Sincerely,

(Your signature goes in this blank space)

Your Name  
Your Mailing Address  
City, State, Zip



## DEMAND LETTER TO BUSINESS

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

*Date*

*Person or Business's Name*

*Address*

*City, State, Zip*

*Via USPS CMRRR*

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

*To Whom It May Concern:*

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

**Briefly describe facts of situation. It is best to be specific about dates and prices, if you know them. Include copies of any contracts or agreements and payments that were made.**

*Example: On April 1, 2012 I brought my PlayStation to Super Electronics for repair. The unit would not power on. I signed an agreement authorizing you to fix my game system and paid \$150. (Attached is a copy of the agreement and my receipt). The agreement said my system would be ready for pickup in 3 days. It was not ready until May 5, which was 31 days longer than promised. After picking up my item, I immediately discovered it still will not turn on.*

**Make a specific demand. Ask them to fix something, pay for something, refund money, or take other actions to solve the problem. Give them a deadline to fix the problem and remind them that you can seek legal action if they fail to respond.**

*Example: I would like a full refund of my \$150. Super Electronics did not fix my PlayStation as agreed. It was not ready within 3 days and it still does not turn on. I did not receive the benefit of my bargain. Please send me a check or money order for \$150 to the address below within 30 days of receipt of this letter. If I do not hear from your company within 30 days, I will seek all available legal remedies including filing suit in court.*

*Sincerely,*

(Your signature goes in this blank space)

*Your Name*

*Your Mailing Address*

*City, State, Zip*

**Attachments:**





*The rising STAR of Texas*

MEMBER **THE TEXAS STATE UNIVERSITY SYSTEM**

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