

COMING OF AGE IN NEVADA



**A PUBLICATION OF THE
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YOUNG LAWYERS SECTION**

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INTRODUCTION

Nevada law provides: “All persons of the age of 18 years who are under no legal disability, and all persons who have been declared emancipated pursuant to [Nevada Revised Statutes] 129.080 to 129.140, inclusive, are capable of entering into any contract, and are, to all intents and purposes, held and considered to be of lawful age.” NRS 129.010. In other words, once individuals reach the age of 18, they are considered to have “come of age” and possess the legal rights and responsibilities of adults.

This booklet is intended to provide information on the legal ramifications of adulthood. **The information contained in this booklet is for educational purposes only and cannot substitute for the advice of an attorney licensed to practice law in Nevada.** The federal and state laws cited in this book are subject to change as a result of future legislation, and the case law cited may be subject to change as a result of future judicial rulings. If you need to speak with an attorney, you may contact an attorney directly or call the State Bar of Nevada Lawyer Referral and Information Service at (800) 789-5747. Although the Lawyer Referral and Information Service does not offer legal advice, a representative will refer you to an attorney who can assist you.

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GENERAL PRINCIPLES

When Does A Person Become An “Adult”? In Nevada, as in all states, you are considered to be an adult at age 18. This is also known as the age of majority. NRS 129.010.

What Does It Mean To Become An “Adult”? As an adult, you possess new rights. You also have new responsibilities and are held personally accountable for your actions.

What Are Some Of The Rights That I Have At Age 18 That I Did Not Have Before?

- You have the right to vote in federal, state, and local elections.
- You have the right to be completely independent from parental control.
- You have the right to marry without parental consent.
- You have the right to enter into contracts (including apartment leases, contracts of sale, and loans) in your own name.

What Are Some Of The Responsibilities That I Have At Age 18 That I Did Not Have Before?

- Your parents are no longer required to support you.
- You are personally responsible for all of your actions. Should you be found to be in violation of the law, you will be tried in an adult criminal court rather than juvenile court.
- You may sue and be sued by others upon contracts you make, and for intentional or negligent acts.
- You are considered eligible for jury service if you have registered to vote.
- If you are a male, you must register for the draft with the Selective Service Administration.

Can I Gamble At Age 18? No. You must be at least 21 years of age to legally gamble in Nevada. NRS 463.350.

VOTING

How Old Do I Have To Be To Vote? Under the federal and state constitutions, you are eligible to vote when you reach 18 years of age, provided you meet all other requirements. U.S. Const. amend. XXVI, § 1; Nev. Const. art. 2 § 1.

What Are The Requirements For Voting? Even though you are 18, age alone does not make you eligible to vote. You must be a U.S. citizen, a resident of Nevada at least 30 days before the election, and you must register to vote. NRS 293.485.

How Do I Register To Vote? You can register to vote by appearing personally at a voter registration office. Generally, these offices are in the county courthouse, post office, or other public buildings. If you appear in person, you must bring documents to prove your name, address and age. *See generally* NRS 293.485 to 293.567, inclusive.

How Do I Know Where To Vote? After you register to vote, you will be issued a voter registration card which will tell you where to vote. NRS 293.517. Where you vote depends upon where you live. Your local government designates where you must vote, usually at public places, such as a school, fire station, community center, City Hall, or similar location. The location is termed a “polling place” or “the polls.” College students may vote in the city where they attend school if they register in that city or show a change of residence from their hometown.

How Do I Vote? You go to your assigned polling place with your voter registration card or other identification on the date of the election. You vote in privacy, and your choices are

secret. Depending on the practices in your voting district, you will make your selection by filling out a paper ballot, moving levers on a voting machine, or using a wand on a computerized panel. *See generally* NRS 293.270 to 293.307, inclusive.

What Happens If I Have Registered But Cannot Appear At The Poll On Election Day? If, in advance of the election, you apply with the Registrar of Voters for an absent ballot, you may cast your vote by mail prior to the election. However, if you fail to vote by absent ballot and you do not appear at the polls on Election Day to vote, you lose your opportunity to vote in the election. *See generally* NRS 293.309 to 293.340, inclusive.

JURY DUTY

If Called To Serve On A Jury, Do I Have To Go? Yes. Every person qualified to act as a juror, including high school students, must serve if called unless excused by the court for some special reason. NRS 6.030; NRS 6.040.

What Are The Qualifications For Serving On A Jury? You must be eligible to vote, a resident of the county in which you would serve, not so ill or disabled as to interfere with jury duty, and able to read and understand the English language. You cannot serve if you have certain criminal convictions. NRS 6.010.

Do All People Who Are On The Jury Panel Actually Serve On A Jury? No. More people are chosen than will be needed because some people are automatically excluded, and others might be excluded by the judge or the attorneys.

Are Certain People Automatically Excused From Jury Service? Yes. Certain persons are exempt from service as jurors. NRS 6.020; *see also Howard v. State*, 84 Nev. 599, 446 P.2d 163 (1968).

Do People On A Jury Lose Their Salary? Employers are required to give employees time off for jury service but are not required to continue wage payments. NRS 6.190.

Are Jurors Paid? Yes, jurors are currently paid \$40 per day, and may be entitled to a mileage allowance of \$0.365 per mile. NRS 6.150.

MILITARY SERVICE

Who Is Required To Register For The Draft? Every male citizen and male alien residing in the United States born on or after January 1, 1960, must register with the Selective Service Administration within 30 days of his/her 18th birthday. This is known as Selective Service Registration. If you are hospitalized, incarcerated, or otherwise institutionalized at the time required to register, you must register within 30 days of your discharge or release. *See generally* 50 U.S.C. App. § 451 *et seq.* [Military Selective Service Act]; 32 C.F.R. §1615.4.

What Are The Penalties If I Do Not Register? Failure to register with the Selective Service Administration is a federal crime punishable by up to five years imprisonment and/or a fine of up to \$10,000. Eligibility for federal college financial assistance and federal job training assistance programs may require proof of registration. 50 U.S.C. App. § 462.

How Do I Register? You go to a United States post office and request a Selective Service registration form. You fill in your name, address, social security number, and birth date, and return the form to a postal employee. You must also notify the Selective Service Administration of any change in your address until you are 26 years old. 32 C.F.R. § 1621.1.

What Is A Conscientious Objector, And Must He Register? A conscientious objector is someone who opposes war in any

form, based on sincere moral, ethical, or religious beliefs. A conscientious objector must register, although he could be excused from combat duty in the event of a draft.

At What Age Can I Enlist In The Armed Forces? You may enlist at age 17 with parental consent; you may enlist without parental consent from ages 18 to 35. 32 C.F.R. § 571.2.

DRIVING

Is Driving A Right Or A Privilege? Driving is a privilege that the State of Nevada may regulate. If you violate any state's driving laws, your driver's license may be suspended, revoked, or canceled. *See generally* NRS chapter 483.

Are All Drivers Required To have Car Insurance? Yes. Every owner of a motor vehicle registered in the State of Nevada is required to have liability insurance in the amount of at least \$15,000.00 for bodily injury to or death of one person in any one accident, at least \$30,000.00 for bodily injury to or death of two or more persons in any one accident, and at least \$10,000.00 for injury to or destruction of property of others in any one accident. NRS 485.185. Each driver must carry proof of the required liability insurance in the motor vehicle. NRS 485.187.

What Are Nevada's Laws Dealing With Driving Under The influence Of Alcohol Or A Controlled Substance (DUI)? Under Nevada's *Illegal Per Se* law, if chemical tests show you have an alcohol concentration of 0.08 or more or any detectable amount of a controlled substance (this also includes prescription and over-the-counter medications), the State of Nevada will revoke your driver's license, assess a fine, and impose a sentence, with increased penalties for prior convictions. *See generally* NRS 484.379 *et seq.*

Additionally, if you are under the age of 21, and have a concentration of alcohol of 0.02 or more but less than 0.08, the State of Nevada will suspend your driver's license for 90 days. NRS 483.461.

What Happens If I Am Arrested for DUI? The police officer may request that you submit to a preliminary breath test and then a follow up breath, blood, or urine test. If you refuse to submit to the tests, the police officer will seize your driver's license on spot, arrest you, and may use any reasonable force necessary to obtain a blood sample from you. NRS 484.382 and 484.383.

ALCOHOL CONSUMPTION

What Is The Legal Drinking Age in Nevada? You must be at least 21 years of age to legally purchase, possess, or consume alcoholic beverages, including beer and liquor. NRS 202.020.

What Are Some Examples Of Underage Individuals Violating Nevada's Drinking Laws?

- Purchasing, possessing, or consuming alcoholic beverages in public. NRS 202.020.
- Loitering in a place where alcoholic beverages are sold. NRS 202.030.
- False representation of age to obtain an alcoholic beverage. NRS 202.040.
- Knowingly furnishing an alcoholic beverage to anyone under 21 years of age. NRS 202.055.
- Using, preparing, altering, duplicating, or presenting a false identification card. NRS 205.460.

What Are The Penalties For Violating Nevada's Drinking Laws? The penalties for violating NRS 202.020 include a fine

of up to \$1,000 and/or imprisonment in the county jail for up to six months, loss of your driver's license for up to two years, and a requirement that you undergo alcoholism counseling at your own expense. NRS 193.150. The penalty for violating NRS 202.030 is a fine of up to \$500. The penalty for violating NRS 202.040, 202.055, and 205.460 is a fine of up to \$1,000 and/or imprisonment in the county jail for up to six months. In addition, you may be required to perform community service for violating any of Nevada's drinking laws. NRS 193.150.

Can I Be Arrested For Drinking In Public, Even If I Am Over 21 Years Of Age? Yes. Many cities and towns in Nevada have enacted local ordinances which forbid such conduct. Penalties include imprisonment, a fine, and/or community service.

What Is Nevada's "Open Container" Law? Nevada law forbids anyone from drinking an alcoholic beverage while they are driving or in actual physical control of a motor vehicle. In addition, it is unlawful for anyone to have an open alcoholic beverage container in the passenger area of a motor vehicle while the motor vehicle is being driven NRS 484.448. This statute is separate and apart from Nevada's drunk driving laws.

CRIMINAL LAW

What Happens When Someone Is Charged With A Crime? Being charged with a crime is a very serious matter. If convicted, the court may impose a fine, imprisonment, community service, civil sanctions, and/or order the person to pay restitution to the victim(s). Any person who is 18 years of age may be tried as an adult. Additionally, a person 14 years of age or older may be tried in Nevada as an adult for felonies. NRS 62B.390.

What Are The Different Types Of Crimes? In Nevada, crimes are classified into three major categories:

misdemeanors, gross offenses, generally punishable by up to six months in county jail, a fine up to \$1,000.00, and/or community service. NRS 193.150. Gross misdemeanors are more serious offenses, generally punishable by up to one year in county jail, and/or a fine up to \$2,000.00. NRS 193.140. Felonies are the most serious offenses. Depending on the severity of the crime, felonies are punishable by at least one year in the state prison and possibly a substantial fine. NRS 193.130. First degree murder is punishable by life imprisonment or death. NRS 200.030

If The Police Stop Me, What Should I Do? If you are ever stopped by the police for any reason, you should try to remain calm. You should never resist or run away, since both constitute a crime. NRS 199.280. Also, if you resist or run away, the police may physically restrain you and, under very limited circumstances, may even utilize deadly forces against you.

What Are My Rights If I Am Arrested? Generally, if you are arrested, the police must advise you of your *Miranda* rights. *Miranda v. Arizona*, 384 U.S. 436 (1966). You have the right to remain silent (in other words, to refuse to answer any questions, make a statement, or discuss the case with anyone). You are entitled to have an attorney present with you when you are questioned. If you cannot afford an attorney, you should immediately ask that one be appointed for you by the court. Never sign anything the police give you unless your attorney has advised you to do so. On the other hand, you may choose to answer questions, give a statement, or take tests. Any information you voluntarily give to the police may be used as evidence against you in court. However, once you begin to answer questions or give a statement, you have the right to stop at any time or to wait for your lawyer before continuing. Furthermore, law enforcement officers can never use force or threaten you into answering questions and cannot offer leniency in exchange for any written or oral statements.

If I Decide Not To Answer Any Questions, Will This Be Held Against Me When I Go To Court? No, you have a constitutional right to say nothing and go to trial. U.S. Const. amend. V; Nev. Const. art. 1, § 8. At trial, you are presumed innocent until proven guilty beyond a reasonable doubt.

If I Am Arrested For driving Under The influence, Do I Have The Right To Speak With My Attorney Before I Submit To A Test For Alcohol Or Controlled Substances? No. This does not constitute a “custodial interrogation,” so your *Miranda* rights do not apply here. You must submit to the test(s) for alcohol and/or controlled substances, and the police can use reasonable force against you if you refuse to cooperate. NRS 484.382 and NRS 484.383.

CONTRACTS

What Is A Contract? A contract is an agreement between two or more people which creates some type of obligation on the part of each party and confers a benefit on each party.

Do Contracts Have To Be In Writing in Order To Be Legal? No. A contract need not be in writing unless a statute or law requires it. Those contracts which **MUST** generally be in writing include, but are not limited to:

- Contracts which cannot be performed within one year.
- Contracts wherein one promises to pay the debt of another.
- Contracts involving real estate.
- Contracts for the sale of goods over \$500.
- Promises made upon the consideration of marriage.

NRS 104.2201; NRS 111.205 to 111.235, inclusive.

Why Should I Prefer A Contract To Be In Writing?

- To better understand the terms of the contract and the obligations of all parties involved;
- To avoid misunderstandings and protect against poor memories;
- To protect against dishonesty by the other person over the terms to which you agreed; and
- To preserve your ability to bring legal action if contractual obligations are not met.

May I Cancel My Contract? There are certain situations when you may be able to cancel the agreement for a limited period of time after you have actually signed the contract. Instances in which you can cancel include, without limitation: if you entered into the contract as a result of fraud or misrepresentation by the other party; if you were not legally competent to enter into the contract; or if both parties entered into the contract based on a mistake of fact which is material to the agreement.

How Can I Protect My Rights When I Am Asked To Sign A Contract? If you sign a contract, the court presumes that you have read it and that you understand its contents. If you do not understand some portion of the contract – **DO NOT SIGN IT!** Consult with a parent, friend, or attorney who can explain the terms to you. Here are some other tips:

- Never sign a contract with blank or open spaces. These should be filled in with the appropriate terms before you sign.
- You may negotiate over terms and cross out those terms you do not want included. You can also handwrite on the contract additional terms to which you agree: do this on all copies if everybody is not getting an exact copy of the final contract.

- Both parties should initial any changes to the contract on all copies.
- Make sure all ORAL promises are written into the contract before you sign.
- Do not be intimidated by sales people or accept a salesperson's representations of what the agreement means, particularly the phrase "don't worry – it's standard." Exercise your own independent judgment.
- Do not assume that just because a form is pre-printed, it is safe to sign.
- Never sign a contract under pressure.
- Finally, remember that if something is important enough to sign, it is important enough to have a complete, accurate, signed copy of the contract.

What Rights Do I Have If The Other Party Breaches The Contract? There are several remedies available to you:

- You may sue in court and seek money damages.
- You may sue to rescind or cancel the contract and refuse to continue performing your contractual obligations.
- You may ask a court for "specific performance" (request that the other party fulfill its obligations under the contract) if damages are not adequate.

What Is A Warranty? A warranty with regard to goods is a promise made by a seller as to the quality of the goods offered. Warranties give you important rights and should be considered before you make a purchase. You should attempt to get any warranties in writing.

Are There Different Types Of Warranties? Yes. EXPRESS WARRANTIES are statements – either written, oral, or by demonstration – made by the seller concerning the quality or performance of the goods being sold. When the seller is a merchant, IMPLIED WARRANTIES exist by law even

thought they are unwritten, and even if no promise is made by the merchant. Warranties relating to goods or merchandise are generally found in Chapter 104 of the Nevada Revised Statutes. *See generally* NRS 104.2312 to 104.2318, inclusive. However, implied warranties may be modified or excluded by appropriate conspicuous language. NRS 104.2316.

What Should I Be Aware Of If A Merchant Gives Me A Written Warranty? Generally, if you purchase an item and receive a written warranty, it must be in simple language and made available to you before the sale. The warranty must also tell you exactly what is and what is not included, and it must say whether it is a “FULL” or “LIMITED” warranty. A “full” warranty means:

- A defective product will be fixed within a reasonable time and free of charge.
- The consumer will not have to do anything unreasonable to get the warranty served (such as shipping a refrigerator to the factory).
- If the item cannot be fixed after a reasonable number of attempts, the consumer is entitled to a refund or replacement.

See generally 15 U.S.C. §§ 2301 *et seq.*, [Magnusson-Moss Warranty – Federal Trade Commission Improvement Act]; 16 C.F.R. §§ 700-703. A “limited” warranty does not provide all of these promises, and the merchant can choose which ones to leave out.

Are There Any Laws That Protect Me When I Buy A New Vehicle? Nevada’s “Lemon Law” provides recourse to a buyer of a new motor vehicle (except a motor home or off-road vehicle) which does not conform to all of the manufacturer’s express warranties. If a buyer timely reports any defects in writing, the manufacturer is required to make necessary repairs. The manufacturer of the vehicle must replace the motor vehicle

or refund the purchase price if a defect “substantially impairs the use and value of the motor vehicle to the buyer” and “is not the result of abuse, neglect or unauthorized modifications or alterations” *and* 1) the defect is not remedied in four attempts, or 2) the total repair time exceeds 30 days. Any agreement between the manufacturer, its agent, or its authorized dealer and the buyer which attempts to waive the buyers’ rights under the Lemon Law is prohibited. NRS 597.600 to 597.680, inclusive.

Are There Any Laws That Protect Me When I Buy A Used Vehicle? NRS 482.3666 to 482.36667, inclusive, provide recourse in certain instances to the buyer of a used motor vehicle purchased from a used vehicle dealer.

CONSUMER CREDIT

What Is Credit? Credit is a means of buying goods and services now and paying for them later. Credit also enables you to borrow money now with the promise to repay in the future.

Who Can Get Credit? Federal and state laws provide that everyone has an equal right to credit. You cannot be denied credit because of your race, sex, color, religion, national origin, marital status, age (unless you are under 18), or because you receive public assistance. *See generally* 15 U.S.C. §§ 1601 *et seq.* [Equal Credit Opportunity Act]; 12 C.F.R. §202.1; NRS chapter 598B.

What Rights Do I Have If Credit Is Denied? You have the right to inquire as to why you were denied credit. Sometimes, if you are applying for credit for the first time and have no record at all, the creditor may deny you credit. If you are denied credit based on information received from a credit bureau, the lender must inform you of the name and address of the credit bureau that supplied the report. You then have the right to request a copy of your credit report. If your credit file

contains false, misleading, or out-of-date information, you can require the credit bureau to investigate the problem and make the necessary changes. If the credit bureau refuses to cooperate, you may file a brief statement stating your side of the story, and this information must be put in your file. You may also request the names of companies who have requested and/or received a copy of your credit report. *See generally* 15 U.S.C. §§1681 *et seq.* [Fair Credit Reporting Act]; NRS chapter 598C.

What Protection Do I Have From Companies Trying To Collect From Me? Federal law protects you regarding the collection of debts. *See generally* 15 U.S.C. § 1692 *et seq.* [Fair Debt Collections Act]. The debt collector's communications are limited to reasonable times and places. False or misleading statements and harassment and abuse are prohibited. For example, debt collectors cannot threaten you, use obscene language, publicize that you refuse to pay a debt, or telephone you repeatedly with or without identifying themselves. Debt collectors cannot communicate with any third party other than your attorney or a credit reporting agency without your prior consent. If you feel that you are being harassed, you should report the collector to the Federal Trade Commission or the Bureau of Consumer Protection within the office of the Nevada Attorney General.

REAL PROPERTY LEASES

What Is A Lease? A lease is a legal agreement between a landlord and tenant. It usually sets out the amount of rent that must be paid and the length of time the apartment or other property may be rented. It also states the rights and duties of both parties.

Does The Lease Have To Be In Writing To Be Legal? No, the lease may be oral, especially if it is for a short period of time. However, a written lease is always preferable to an oral

lease, and in fact, there are some circumstances in which a written lease is required by law. The terms of a residential lease (for example, an apartment lease) which are required or prohibited by law, can be found in NRS 118A *et seq.* If you live in an apartment where the federal government is paying a portion of your rent, you may have additional protections available to you under federal law.

What Should I Consider Before Signing A Lease?

- Make sure you read and understand the entire document before signing it;
- Never sign a lease unless all of the blank spaces are filled in or crossed out;
- Get all oral promises **IN WRITING**;
- Make sure both parties initial changes or additions to the lease on all copies; and
- Become familiar with Nevada's landlord-tenant laws and be alert for illegal clauses inserted by the landlord. NRS 118A.200 to 118A.220, inclusive.

What Is A Security Deposit, And Is It Mandatory?

Generally, landlords have the right to protect themselves against tenant damage to the premises by asking for a security deposit. The security deposit is usually equal to one month's rent and is paid to the landlord before the tenant moves in. If the tenant damages the property, or if the tenant fails to pay the rent, the landlord may keep all, or a part of the deposit, to pay for the damages or unpaid rent. Nevada law limits the amount that the landlord can demand as a security deposit (a security deposit may not exceed an amount equal to 3 months' rent), requires that the landlord provide itemized accountings relating to the use of the deposit, and requires a refund of any unused deposit within 30 days after the tenancy ends. NRS 118A.242.

Can The Landlord Keep My Security Deposit If The Damage Already Existed? No, but before you move in, you

should make a detailed list of all of the existing damage and give a copy of that list to the landlord. When you are ready to move out, inspect the apartment again and make a list of any damages. Submit the list to the landlord, and if there are no damages, the landlord should return your money. If there is a dispute, you have the right to sue for the return of your deposit.

Am I Entitled To Receipts For My Security Deposit And Rental Payments? Yes. Under Nevada law, the landlord must, upon request by the tenant, provide a signed receipt for a security deposit and other tenant payments, including rent. You may refuse to pay rent until the landlord provides the requested receipt. NRS 118A.250. NOTE: You should also request a receipt when you pay any money to your landlord.

Is The Landlord Responsible For The Upkeep Of And Repairs To My Apartment? Under Nevada law, the landlord is generally required to maintain your dwelling unit in a “habitable” condition. For example, the landlord must ensure that your roof does not leak, that your plumbing works, that you have working heating facilities in your unit, and that you have working electrical lighting. NOTE: You will likely be responsible under the lease for payment of the electrical bills. NRS 118A.290. If the landlord is required to make repairs, you should notify him, *in writing and by certified mail*, of any necessary repairs.

Can The Landlord Raise My Rent Whenever He Or She Wants? For the most part, landlords cannot raise the rent during the term of the lease. For example, if you have signed a one-year lease, your rent cannot be raised for one year. After that period, the landlord has the right to increase the rent, but must give you at least 45 days notice if you pay rent at least monthly and 15 days notice if you pay rent more frequently. NRS 118A.300. Some areas have rent control laws that limit how much existing rents may be raised.

Does The Landlord Have The Right To Enter My Apartment Whenever He Wants To? A landlord generally has the right to peaceably enter your apartment for reasonable purposes. Unless it is an emergency, however, the landlord must give you 24 hours’ notice before he enters your apartment and then may enter only at reasonable times during normal business hours (unless you agree to something else). NRS 118A.330.

What Should I Do If I Want To Leave Before My Lease Expires? You must give the landlord adequate notice in writing and sent by certified mail. If you need to move before the lease expires, talk it over with your landlord to see if it is acceptable. You may also check to see if you have the option to sublet the apartment or assign the lease. The landlord, regardless, must make reasonable efforts to rent the apartment to another tenant. Even if you provide written notice to your landlord, you may be responsible to the landlord for the rent due for the remaining lease term if the landlord is unable to rent the apartment to another tenant after you vacate the apartment.

What Can I Do If I Believe The Landlord Is Not Living Up To The Terms Of The Lease? Nevada law is fairly specific in stating what you can do if you believe the landlord is not complying with the lease terms. Your remedies depend upon what the landlord is doing (or not doing) which you believe is improper. See NRS 118A.350 to 118A.520, inclusive. Your primary remedy is to provide *written* notice to the landlord specifying the acts (or failures to act) which you believe constitute a breach of the rental agreement and to notify the landlord that the lease will terminate as provided by NRS 118A.350 if the breach is not remedied. The landlord then has 14 days in which to remedy his breach. You may also complain to appropriate government agencies. You should not, however, refuse to pay your rent when you believe the landlord has breached the lease, unless the landlord’s breach is so

egregious (for example failing to repair a leaky roof or provide heat or water to your unit) that it forces you to vacate your dwelling unit (this is termed a “CONSTRUCTIVE EVICTION”). Even then, however, you must provide written notice to the landlord and give the landlord an opportunity to remedy the problem before you take any action. NRS 118A.380.

Can My Landlord Evict Me Because Of The Complaints I Have Made Against Him? No. This is termed a “RETALIATORY EVICTION” and is illegal in Nevada. NRS 118A.510.

EMPLOYMENT

Must An Employer Give Employees A Written Contract? No. Most contracts are verbal. Furthermore, most employees are “at will.”

What Is “At Will” Employment? All employees in Nevada are presumed to be at will employees. Unless there are specific provisions in a written employment contract or employee policy handbook, employment may be terminated without notice, at any time, and without cause (i.e., for any reason or for no reason) by either the employee or the employer, as long as the reason is not illegal and does not violate Nevada public policy. *Southwest Gas v. Ahmad*, 99 Nev. 594, 668 P.2d 261 (1983).

If I Am Fired, Can I Sue My Employer? Generally no. However, a few exceptions exist:

- An employer cannot fire or discriminate against someone (a job applicant or employee) because of that person’s race, color, religion, sex, national origin, age, or disability. See generally 42 U.S.C. §§ 2000e-2 *et seq.*; 29 U.S.C. §§ 623 *et seq.*; 42 U.S.C. §§ 12111 *et*

seq. In addition, Nevada law prohibits employers from discriminating against a person with a disability by interfering with that person’s use of a service animal (for example, a guide, hearing, or helping dog) at their job. NRS 613.330. However, these laws only cover employers with 20 or more employees.

- An employer cannot retaliate against a job applicant or employee for opposing any discriminatory employment practice, filing an employment discrimination charge, testifying, assisting, or participating in an investigation or proceeding alleging employment discrimination. 42 U.S.C. § 2000e-3(a); NRS 613.340.
- An employer cannot fire an employee if the employee’s dismissal violates Nevada public policy. This occurs if an employer fires an employee for (1) refusing to violate the law and reporting the illegal conduct to the proper law enforcement authorities (not a supervisor); (2) refusing to work under conditions unreasonably dangerous to the employee; (3) accepting jury duty; or (4) filing a worker’s compensation claim. *Wayment v. Holmes*, 112 Nev. 232, 912 P.2d 816 (1996).

Can My Employer Fire Me Because I Am Homosexual?

No. Nevada law prohibits employment discrimination based on sexual orientation. NRS 613.330.

If I Believe My Employer Has Sexually Harassed Me, Can I Sue?

Yes. The laws forbidding employment discrimination protect both men and women against sexual harassment (men or women can sue their employer if they have been sexually harassed by other men or women). *Meritor Savings Bank v. Vinson*, 477 U.S. 57 (1986).

Whom Should I Contact If I Think I Have Been Discriminated Against? Immediately contact the Nevada

Equal Rights Commission in Las Vegas at (702) 486-7161 or in Reno at (775) 688-1288.

MARRIAGE, DIVORCE AND CHILDREN

When Can A Person Marry Without Consent Of A Parent Or Legal Guardian? At 18 years of age. NRS 122.020 (1).

What Is The Youngest Age At Which A Person Can Marry With Consent Of A Parent Or Legal Guardian? If the person seeking to be married is over 16, but younger than 18, he or she must have the consent of either parent or his or her legal guardian. NRS 122.020(2). If the person seeking to be married is under 16 years of age, parental consent by either parent or by the applicant's legal guardian is required along with a court order finding that there exists "extraordinary circumstances" warranting marriage. Pregnancy alone does not qualify as an "extraordinary circumstance," nor may pregnancy be required by a court before a finding can be made of "extraordinary circumstances." NRS 122.025.

How Do I Get A Marriage License? You apply to the county clerk in any county in the state. The license must be issued, however, at the county seat of that county. The county clerk may require evidence that the applicant is of age. NRS 122.040.

What Is Required For A Valid Marriage? A valid marriage license and "solemnization" by an authorized official (generally a clergyman or judge). NRS 122.040; NRS 122.062 to 122.090, inclusive.

In A Marriage, Who Has To Provide Support? In essence, both husband and wife have an obligation to provide for the support of each other and of all minor children. Either spouse may be held liable for necessities furnished to the other and/or to their minor children. NRS 123.090 to 123.110, inclusive;

NRS 125B.020. The exception to this general rule is where one spouse "abandons" the other without sufficient justification for such abandonment. NRS 123.100.

Does A Non-Working Spouse Have Any Share In The Family's Income Or Assets? Yes. All property acquired after marriage by either husband or wife is presumed to be "community property," unless (1) otherwise provided by agreement, or (2) otherwise ordered by a court. NRS 123.220; *see also Pryor v. Pryor*, 103 Nev. 148, 734 P.2d 718 (1987). Community property means that both husband and wife have an ownership interest in the property regardless of whom acquired the property, although there are exceptions to this general rule. NRS 123.225.

What Are Grounds For Divorce? A common ground for divorce is where the husband and wife are "incompatible." Other grounds are 1) insanity of either party existing for two years prior to the commencement of the action for divorce; or 2) where the parties have lived separate and apart for 1 year without cohabitation. NRS 125.010.

Can A Father Be Required To Support A Child Of His If He Is Not Married? Yes. Once a parent/child relationship has been established, the obligation of a parent may be enforced by the other parent, the child, or the public authority that has or may furnish almost any kind of support. In fact, almost anyone who provides assistance to the child may recover support from one or both parents. Support includes reasonable expenses of pregnancy, education, and even funeral expenses. NRS 126.181(1).

Whether Married Or Not, How Much Must A Parent Pay In Child Support? How Is This Amount Determined? The parent must pay a percentage of his or her "gross monthly income." This means the total amount of income from any source before taxes, retirement contributions or other personal

expenses are taken out. The percent taken out is factored as follows: for one child, 18% is taken out; for two children, 25%; for three children, 29%; for four children, 31%; and an additional 2% for each additional child. Whatever the percentage, however, the amount of child support per month per child may not exceed \$800.00. NRS 125B.070. For example, if you have one child and earn \$1000 per month before taxes, you will have to pay \$180 per month at least until the child is 18 years of age.

What If A Man Denies That He Is A Child's Father? A paternity suit may be brought by the child, the child's natural mother, or "an interested third party" (such as a guardian) to declare the existence or nonexistence of the father-child relationship. NRS 126.071(1).

May A Parent's Rights Be Terminated? Yes. A court may terminate parental rights for the following reasons: abandonment of the child; neglect of the child; unfitness of the parent; failure of parental adjustment; or risk of serious physical, mental or emotional injury to the child. A court may also terminate parental rights if the parent exhibits only "token efforts" to support, communicate with, prevent neglect to, or eliminate the risk of physical, mental or emotional injury to the child. The primary consideration in determining whether to terminate parental rights is "whether the best interests of the child will be served by the termination." NRS 128.105.

What Kind Of Protection Can An Abused Spouse Receive From A Court While A Divorce Action Is Pending? A court can place a restraining order or an injunction upon the parties which essentially orders those parties not to interfere with each other, nor to interfere with the custody or visitation rights of either of the parties. NRS 33.017 to 33.100, inclusive. Anyone violating that order while committing a violent physical act against a person may be fined up to \$1,000 or required to perform a minimum of 200 hours of community service.

Alternatively, the court may sentence the violator to a prison term ranging from five days to six months. NRS 125.560(2).