

More SCRA Protections-Early Termination of Automobile Leases

by Jeff Colemere

Under the provisions of the SCRA a service member may be able to find relief if they entered into an automobile lease contract, are deploying, and wish to sever the contract. Automobile leases that were entered into by a service member prior to entering military service or prior to receiving orders for deployment for no less than 180 days or for a change of permanent duty station either out of state

or out of the country may be terminated. The process of termination requires the service member (or a co-signor on the lease agreement) to submit written notice of the termination and a copy of the service member's orders to the leasing company or its designated agent by certified mail. Within 15 days of delivery of the termination notice, the leased vehicle must also be returned to the leasing

company or its designated agent. Termination of the automobile lease is deemed final as of the date that the vehicle is returned. Although the service member is not liable for any early termination fees, the service member is liable for any tax, title and registration fees, and for any reasonable charges for excess wear, use, and mileage that are due and unpaid at the time



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Contact us at DSN 483-8848 or 0631-411-8848 for answers to your legal assistance questions.

Power of Attorney Practical Tips

by Jim Wiley

A Power of Attorney (POA) is a powerful document that legally authorizes someone else to act as your agent. You might, for example, wish to allow your spouse, supervisor, or friend to act as your agent to sell your car or ship your household goods. If your child is spending the summer with her grandmother, you probably want the grandmother to be able to obtain medical care for your child. This can also be accomplished with a POA.

The "grantor" of a POA is the person who gives the POA. The "agent" is the person authorized under the POA to act for the grantor. The agent must be at least 18 years of age, trustworthy, and mature. POAs generally must be notarized and are essential when preparing for deployments, or arranging your personal affairs if you know you cannot be present to authorize

a given action.

There are two main types of POAs: a special and a general. A special (or limited) POA only allows your agent to do specified acts. For example: "I authorize my wife, Teresa Doe, to register my 2005 Chrysler Town and Country van with the State of Oregon when its current registration expires." On the other hand, a general POA allows your agent to do most things that you could legally do yourself. You should be careful before granting anyone a general POA, since you are allowing the agent to do many things in your name and you are legally responsible for his or her acts. You should always exercise great care in selecting your agent and never give a general POA if a special POA will suffice.

There is no legal requirement that anyone recognize a

POA, but most businesses will recognize the document. Many businesses will only accept a power of attorney if it is timely and has language they find acceptable. As such, it is always wise to contact individual agencies such as your bank, creditors, and even military organizations such as DFAS to find out what type of POA they will or will not accept. Some institutions require their own forms to be used. In addition, in many states there are some actions that cannot be accomplished with a POA because these actions are so personal they cannot be delegated to another (*e.g.*, a marriage ceremony or will execution).

A POA helps absolve a person or business, relying on a valid POA, from liability. It also serves to legally obligate you to be responsible for the acts of your agent. If the agent abuses his power, you are generally liable to third parties for

actions were authorized under the plain language of the POA, and the third party reasonably relied on the POA. You may be able to sue your agent for reimbursement of any losses you incur. However, this is a time-consuming and expensive process.

To prevent improper use of your POA, you should never give a POA unless you need to give one. If you feel you might need a POA, have one prepared, but do not sign it or give it to your agent until you need it. Always put an expiration date on your POA; never make one that lasts indefinitely.

A POA always expires on the death of the grantor or of the agent named in it. If you want to terminate a POA before its stated expiration date, the safest way to do this is to retrieve all the copies and originals given to your agent.

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