



LEGAL BRIEF

VEHICLE REGISTRATION AND DRIVER'S LICENSE

June 2021

PREPARED BY

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REGISTRATION AND DRIVER'S LICENSE REQUIREMENTS IN NEVADA

Section I of this handout addresses when and if a non-resident military member and his or her spouse (or other dependents), must register a vehicle in Nevada. Section II addresses when and if a non-resident military member and his or her spouse (or other dependent) must have a Nevada driver's license. Section III addresses some car insurance issues.

Section I – Registration Requirements

1.1 I'm a military member and I want to change my permanent state of residence (domicile) to Nevada. Do I have to register my vehicle in Nevada?

Yes, if you are a military member who claims Nevada as your state of residence for pay purposes, then you must register your vehicle in Nevada within 30 days of becoming a resident, at the time you obtain a Nevada driver's license, or before your out-of-state registration expires.

1.2 I'm a military member and I do not claim Nevada as my permanent state of residence (domicile) for pay or any other purposes. Do I have to register my vehicle in Nevada?

No, if you are a military member who claims a state other than Nevada as your domicile for pay purposes, then you do not have to register your vehicle in Nevada. However, you should be prepared to present identification showing your out-of-state residency along with your military identification, if questioned. You still must have a valid vehicle registration, driver license, and insurance from your home state in order to operate vehicles in Nevada.

1.3 Can I remain a nonresident and still register my vehicle in Nevada?

Yes, you can register your vehicle in Nevada and you will qualify for a tax exception. You can get a tax exemption form from the DMV website. Remember, if you want to claim Nevada as your permanent state of residence, then you do not qualify for the tax exemption. This exemption is for nonresident military members only.

1.4 I'm a military member and neither I nor my spouse claim Nevada as our permanent state of residence and I am here with my spouse and/or other dependents. Do we have to register our vehicle in Nevada?

If the vehicle is held in the name of the nonresident military member and the spouse (or other dependent), but the spouse, (or other dependent) does not have a Nevada driver's license, then under the statute you do not have to register your vehicle in Nevada.

1.5 I am a retiree or have left the service and I now reside in Nevada. Do I have to register my vehicle in Nevada?

All retirees or other dependents must register their vehicles in Nevada within **30 days** of obtaining residency or when obtaining a Nevada driver's license, or before your out of state vehicle expires.

If you are a war veteran, a widow/er of a war vet, or are a blind or disabled vet, you can get an annual tax exemption which you may use towards your vehicle privilege tax or real property tax. To qualify, you must present proof of war service (such as your DD214 or other discharge papers) to the office of the county assessor. Clark County's county assessor's number is (702) 455-3882 for further information.

Section II – Driver's License

2.1 I am a military member and I have a valid out of state driver's license. I do not claim Nevada as my permanent state of residence (domicile). Do I have to get a Nevada driver's license?

No. If you are a military member, who claims another state as your domicile for pay purposes, then you are not required to obtain a Nevada driver's license.

2.2 I am a military member and I claim Nevada as my permanent state of residence (domicile), do I have to get a Nevada driver's license?

Yes. Nevada law allows military members to use their out-of-state driver's license while on active duty and not a resident of the state. However, that only applies if you are considered a nonresident. If you are considered a new resident then you must get a Nevada driver's license within 30 days of becoming one. If you claim a Nevada privilege, such as being a resident for tax purposes, it is arguable that you are obtaining a privilege not available to nonresidents and are, therefore, considered a resident for the purpose of obtaining a driver's license. In any event, if you are claiming Nevada as your permanent state of residence, obtaining a driver's license is one of many factors that will support your assertion of Nevada as your domicile, if you later move out of the state.

2.3 I am the spouse and/or dependent of a military member on active duty. I currently hold an out of state license. Do I have to get a Nevada driver's license?

Maybe. For the spouse or dependent of a military member, who claims another state as his or her domicile, as long as you have a valid license, you are not required to obtain a Nevada driver's

License so long as you are considered a “nonresident” under Nevada law. If you have done any of these things and are considered a resident, then you have 30 days from the day you become a resident to get a Nevada driver’s license.

2.4 I am a retiree or have left the service and I have an out of state driver’s license, but I live in Nevada. Do I have to get a Nevada driver’s license?

Yes. You have 30 days from when you become a Nevada resident to get a Nevada driver’s license.

Section III – Car Insurance

3.1 I am military member and am a new resident of Nevada. Can I use my old out-of-state address for my car insurance?

No. If you are new to Nevada, you must notify your insurance company that you have moved here. Your policy must be written for Nevada. Out-of-state insurance is not accepted. Finally, since minimum coverage requirements vary from state to state, if you claim you live in another state, you may not be carrying the statutory amount required by the state of Nevada.

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LEGAL BRIEF VEHICLE REPOSSESSION

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VEHICLE REPOSSESSION

I. Introduction To Vehicle Repossession

A vehicle purchase contract is among the most basic and common contracts in the United States. When the buyer has to borrow money to pay for the car, certain universal contract terms will govern the transaction. The most basic principal is that the entity which provides the financing, the Creditor, will take what is known as a secured interest in the vehicle that the purchaser, or Debtor. A secured interest is a legal status where the Creditor has the right to repossess the goods (the vehicle) secured under the contract if the Debtor fails to abide by the terms of the contract. In other words, if payments are not made in full and on time, the Creditor has the contractual right to repossess the vehicle from the Debtor. Until the Debtor completely pays off the vehicle, the security interest remains in force.

II. Repossession After Breach Of Contract

A Creditor may repossess a vehicle at any time if the Debtor is in default on payments. There are certain ways, under Nevada law, which this must be done.

The first manner in which a Creditor may repossess a car may be spelled out in the contract itself. A vehicle contract may contain a clause requiring the Debtor to deliver the vehicle back to the Creditor, or provide some other method for the Creditor to retake possession of the vehicle if the contract has been breached.

If there is no contractual method for returning the vehicle to the Creditor, there are two other ways in which a Creditor may retake possession of a vehicle. The first is by what is known as **“self-help” repossession**. This merely means that the Creditor locates the vehicle and retakes possession of it. However, Nevada law requires that if a Creditor elects to exercise his right to self-help repossession, he must do it without causing a “breach of the peace.” A breach of the peace under Nevada law is very general and can range from causing loud noise to fighting amongst the parties. This means, essentially, that if the Debtor personally objects to a repossession, the Creditor likely cannot repossess by self-help. Creditors will generally attempt to avoid causing a breach of the peace by repossessing a vehicle when the Debtor is unlikely to notice the event when it is occurring, such as late at night or while the Debtor is at work.

III. Creditor Action After Repossession

Once a vehicle has been repossessed, the Creditor may take action to dispose of the vehicle by reselling to another party to cover the unpaid portions of the original contract price. However, before a Creditor may do this, **they must inform the Debtor**, in writing by personal delivery or by mail of their intent to do so. The notice must set forth the following:

- The Debtor's right to redeem, and a statement of the payment required to bring the contract back up to date
- Creditor's intent to sell or lease the vehicle to a third party 10 days after notice is given
- Set out the place the vehicle may be returned to the Debtor if redemption is made
- Designate the name and address of the person to whom payment must be made to redeem

The right of the Creditor to redeem the vehicle merely means that the Debtor has the right to make a payment sufficient to bring the contract current and retake possession of the vehicle. If, at the conclusion of the 10 day notice period, the Debtor has not redeemed the vehicle by paying the amount owed under the terms of the contract, the Creditor may resell the vehicle to a third party to recover their losses. Any resale must be done in a commercially reasonable manner. This merely means that the Creditor must sell the vehicle in a manner which is reasonably designed to sell the vehicle for market value. The fact that a sale did not result in a maximum value for a vehicle or that adjustments in the nature of a transaction could have netted a greater sale price do not indicate that a sale was not commercially reasonable. If the vehicle is sold in the usual commercial manner that vehicles are sold, the sale is considered to be commercially reasonable under the law.

Be aware that even after a vehicle is repossessed and sold, a Debtor may still be liable for any amount due on the contract that is not recovered by the resale.

As an example, if a Debtor agrees to borrow \$35,000 for a vehicle, and the vehicle is repossessed when the total amount the Debtor owes is still \$30,000, the Debtor is liable for the complete amount still due. Therefore, if the vehicle only sells for \$22,000 at resale, the Debtor will still owe \$8,000 to his Creditor, even after the car has been resold. In short, do not purchase a vehicle which you cannot realistically afford.

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RENTAL CARS & LIABILITY

March 2018

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RENTAL CARS & LIABILITY

- If you rent a car while not on official orders, you are on your own. Check with your insurance carrier to ensure that your insurance will cover your rental.
- If the rental car is authorized on official orders, it is mandatory policy that a traveler uses an available Commercial Travel Office (CTO) or Travel Management Center (TMC) which includes the Defense Travel System (DTS) or E-Gov Travel System Services (ETS) to obtain a rental vehicle. The lowest cost rental service that meets the mission transportation requirement must be selected for commercially rented vehicles.
- Use of a company and rental car location participating in the Defense Traffic Management Office's (DTMO) rental car agreement is encouraged because its government rate includes full liability and vehicle loss and damage insurance coverage for the traveler and the government. A vehicle offered by a participating vendor, but not listed under the agreement, is not covered under the agreement. The specific vehicle does not have the full liability and vehicle loss and damage insurance coverage and should not be rented for official government travel unless a similar vehicle is not otherwise available. To view DTMO approved rental car companies and rates, visit: <http://www.defensetravel.dod.mil/site/rentalCar.cfm> .
- Avoid these acts—you will lose the insurance and may be liable for damages:
 - Obtaining the vehicle through fraud or misrepresentation
 - Driving the rental vehicle under the influence of alcohol;
 - Off-road driving;
 - Operation of the vehicle in a test, race, or contest
 - Driving the rental vehicle for hire;
 - Gross negligence or willful or wanton misconduct.
- If you are in an accident, you should
 - Call the police—an accident report is an imperative to settle potential claims against the driver or the Air Force.
 - Do not make admissions to the other drivers—tell the police what happened.

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