

Check the bottom line before you sign a contract, SJA advises

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The callous character — U.S. Representative Frank Underwood — from the popular television series, *House of Cards*, is quoted as saying: “Pay attention to the fine print, it’s far more important than the selling price.”

Consumers are seducible by discounts and deals. Recognizing this reality, marketers deploy psychological pricing whereby sellers exploit the emotions of buyers. One such practice is “odd pricing” — setting the price below an even dollar amount (e.g., when an item costs \$49.95 or \$49.99 rather than \$50). Despite the nominal delta, a buyer may perceive a greater savings.

Relatedly, shoppers often focus on the digits from left to right of the price tag and instinctively round the total downward. For instance, \$1,375 subliminally may be processed by scores of customers as closer to \$1,300 than \$1,400 — making the purchase more appealing.

Sellers also engage in “price lining,” which is stratifying merchandise based on quality levels or features and charging accordingly.

So before we have even reached the register to complete our purchases, we have been the target of subtly exhausting psychological warfare. Once at the point of payment, many of us unthinkingly scribble our John Hancock on whatever documents are thrust upon us.

When the merchant “kindly” summarizes the legalese in the fine print, we trustingly accept with our signature. However, these papers often contain key terms of sale, warranty and return or exchange policies.

Archbishop Fulton Sheen once remarked, “The big print giveth and the fine print taketh away.”

In this day and age of technology, some of the contracts we are asked to sign appear on a screen — whether it be at a store, on the computer, or mobile device. Leases are frequently sent by email with an access code, which we review and initial or sign by selecting our name from an assortment of

script fonts.

Though it may not seem especially official, these electronic signatures are just as legally-binding as their pen and paper counterparts.

The same applies to terms and conditions presented with software licenses (a.k.a. shrink-wrap agreements) or applications and online services (a.k.a. click-wrap, web-wrap, or browse-wrap agreements). By selecting “Agree” (whether or not you actually scroll through the boilerplate language) and using the product, you contractually accept the terms and conditions.

Historically, service members have been baited into signing contracts for automobiles whereby they consent to unconscionable interest rates and fees to have the privilege of driving their previously inconceivable dream car off the lot. Although absurd financially, the contract may still stand.

Another legally-binding contract that service members encounter are separation agreements, which are a requirement by most states as well as your local Judge Advocate General’s

(JAG) office when seeking an uncontested divorce. These agreements address essential subjects such as property and debt division, child custody and support, and spousal support/alimony, if applicable.

Once signed and notarized by both parties, separation agreements are legally enforceable, incorporated into the final divorce decree by the court, and will govern your obligations and interactions for months and years to come.

Thus, it is vital that you engage in informed and deliberate negotiations while completing a separation agreement worksheet and be comfortable with the terms to which you finally subscribe.

Read carefully before you sign. As the award-winning American journalist Andy Rooney, once said, “Nothing in fine print is ever good news.”