



# Declaration of Domestic Partnership

We, \_\_\_\_\_ and \_\_\_\_\_  
Employee (Print) Partner (Print)

Declare that we are domestic partners in accordance with the following criteria:

- We are both 18 or older and are competent to enter into a contract.
- We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we reside.
- Neither of us is married, as defined by state law, nor currently has a different domestic partner, nor has had a different domestic partner relationship within the past twelve (12) months. This limitation does not apply if the prior domestic partner relationship ended due to the domestic partner's death.
- We have an ongoing and committed spouse-like relationship, which has existed for at least six (6) months prior to the date of the Declaration. We intend to remain each other's domestic partner indefinitely.
- We reside in the same household. We share basic living expenses, such as food, shelter and medical care, and third parties who are owed these expenses can collect from either one of us for such expenses.

## Change in Domestic Partnership

(This section must be completed or the form will be returned)

I, \_\_\_\_\_, the employee, agree to notify the Employee Success Department in writing within 31 days of any change in my status as domestic partners as attested to in this Declaration. A Statement of Termination will affirm the domestic partner status is terminated as of the date of its execution, and that I will mail a copy of the Statement of Termination to the other party.

After such termination, I understand a subsequent Declaration of Domestic Partnership cannot be filed until twelve months after a Statement of Termination has been filed with the Employee Success Department. This requirement does not apply if I had a partner who died.

## Acknowledgments

1. We have provided the information in this Declaration for use by the Company for the sole purpose of determining eligibility of the domestic partner and dependent children of a domestic partner under the Company's policies, guidelines, practices and benefit plans that provide coverage for domestic partners as from time to time established by the Company. Certain of these benefit plans are subject to the Employee Retirement Income Security Act of 1974 ("ERISA").
2. We understand that in order for dependent children of a domestic partner to be eligible for benefits, the relationship between the domestic partner and the child must be the same as the relationship between



the employee and any of his/her dependent children that could be covered under the benefit plan. In addition, the child of the domestic partner must reside with the employee.

3. We understand that enrollment of a domestic partner and his/her dependent children in certain benefit plans will have tax implications for the employee.
4. We understand that, in addition to this Declaration, certain benefit plans (e.g. health plans) require the completion of forms to enroll or dis-enroll a domestic partner.
5. We certify that the information on this form is complete, true, timely and correct, and we understand that failure to provide complete, true, timely, or correct information may result in loss of benefit plan coverage, personal liability for incurred benefit plan expenses, an obligation to reimburse the Company for any expenses incurred as a result of our false representations, and the employee's termination of employment.
6. We have read and understand the terms and conditions contained in this Declaration of Domestic Partnership.
7. We understand The Company's reserves the right to amend or terminate any of its policies, guidelines, practices or benefit plans at any time.
8. We understand that if we make any changes to this form, the Declaration will be null and void and will not be effective.
9. We have provided the information in this Statement for use by the Employee Success department of the Company for the sole purpose of determining our eligibility for domestic partnership status under policies that provide coverage for domestic partners.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Domestic Partner Signature

\_\_\_\_\_  
Date

**Community Property Implications:** Be advised that some courts have recognized non-marriage relationships as the equivalent of marriage for purposes of establishing and dividing community property. You should consult your own legal counsel if this concerns you.