

**University of Richmond
Affidavit of Same-Sex Domestic Partnership**

PERSONAL AND CONFIDENTIAL

Section I: Status and Declaration

_____ and
Employee Name

Domestic Partner Name

certify that we are domestic partners in accordance with the criteria listed below and are thereby potentially eligible for benefits coverage as same-sex domestic partners under the University of Richmond's current benefit programs pursuant to the University's Same-Sex Domestic Partner Benefits Policy. As same-sex domestic partners, we affirm the following:

- ✓ We consider each other to be life partners;
- ✓ We are of the same sex;
- ✓ We are both at least 18 years of age and mentally competent to enter into a contract in the state in which residency is established;
- ✓ Neither of us is married to another individual;
- ✓ We are each other's sole domestic partner and intend to continue as such indefinitely;
- ✓ We are not blood relatives to a degree that would prohibit marriage under the laws of the state of residency;
- ✓ We have shared a common household for at least 6 months immediately prior to the date of the Affidavit and intend to do so indefinitely;
- ✓ We are financially interdependent, share common necessities of life and are jointly responsible for the common welfare and shared financial obligations of each other.

Joint responsibility for each other's common welfare and shared financial obligations must be demonstrated by the existence of two of the following, with at least one form of documentation for items "c" through "f". We verify that the circumstances or arrangements circled below presently exist. We further agree that we will provide documentation of these circumstances or arrangements to the University of Richmond, upon request.

- a. Official registration of same sex partner relationship.
- b. Joint mortgage or deed.
- c. Designation of partner as primary beneficiary for life insurance benefits or retirement/pension contracts or accounts.
- d. Designation of partner as primary beneficiary in last will and testament.
- e. Designation of partner as holding a durable property or health care power of attorney.
- f. Joint ownership of a motor vehicle, joint checking account, joint credit account, or joint investment account.

Section II: Acknowledgements

By signing this statement, we further acknowledge that we have been informed that:

- ✓ The benefits available to my domestic partner are subject to the policies and guidelines governing employee benefits. The plan documents, University policy and insurance contracts govern all questions of coverage.
- ✓ The University of Richmond reserves the right to request proof that our partnership meets the joint residency and financial interdependency eligibility criteria. The University retains the discretion to determine whether we have satisfied all of the above conditions for determining eligibility for benefits. We agree to provide supporting documentation when requested to do so.
- ✓ IRS regulations require that the “fair market value” of health insurance benefits extended to domestic partners be treated as taxable income to the employee unless the domestic partner qualifies as a tax dependent of the employee in accordance with Internal Revenue Code (the “Code”) Section 152. Additionally, if Code Section 152 dependent status is not claimed, the employee’s portion of premiums for such coverage must be paid for on an after-tax basis. Code Section 152 dependent status can only be claimed during the open enrollment period for tax treatment in the following tax year. The employee and the domestic partner must certify with a notarized affidavit that the domestic partner is a Code Section 152 dependent for tax purposes. This certification must be provided annually to the University.
- ✓ IRS regulations require that the “fair market value” of tuition benefits extended to domestic partners be treated as taxable income to the employee.
- ✓ If there is any change in our status as domestic partners, as certified in this Affidavit, including dissolution thereof, the employee will notify the University within thirty-one (31) days of the effective date of such change. Upon dissolution of the domestic partnership, a Statement of Termination

of Domestic Partnership must be completed and submitted to the Benefits Administrator. Domestic partner benefits will terminate upon receipt by the University of the Statement of Termination of Domestic Partnership (or earlier if the University determines that any of the conditions described above were not satisfied).

- ✓ The information provided in this Statement is for the use by the University for the sole purpose of determining and maintaining eligibility for Domestic Partner Benefits and ensuring proper administration thereof. We understand that this information will be held confidential, to the extent possible, and will not be subject to use or disclosure except as required in benefit administration or pursuant to a court order.
- ✓ This signed affidavit may have potential legal implications, including the imposition of joint responsibility for our respective financial obligations. Any questions regarding the potential legal effects of signing this Affidavit should be discussed with an attorney.
- ✓ We understand that the University reserves the right to unilaterally change the terms, conditions for qualification or discontinue eligibility for its Domestic Partner Benefit at anytime without notice.

Section III: Certification

We certify that the assertions in this Affidavit are true and complete to the best of our knowledge.

(Employee Signature and Date)

(Domestic Partner Signature and Date)

Address:

**Section IV: Annual Certification of Internal Revenue Code Section 152
Dependent Status**

We certify that:

- The domestic partner will receive more than half of his or her support for the 20__ tax year from the employee,
- The domestic partner will be a member of the employee's household during the entire taxable year; and
- The relationship between the employee and the domestic partner does not violate local law.

(Employee Signature and Date)

(Domestic Partner Signature and Date)

Address:

Notary's signature:

_____:

CITY/COUNTY OF _____:

The foregoing instrument was sworn before me this _____ day of

_____, 2004, by

Notary Public

My Commission Expires: _____

Affidavit Received by the Human Resources Office by:

Name and Date