Declaration of Domestic Partnership

A. INTENT

The purpose of this Affidavit is to certify that your partner meets the following Domestic Partnership requirements for the purposes of enrolling your partner and their eligible dependents under your group health plan.

B. DECLARATION

We, _____ and _____, declare that we are domestic partners in accordance with the following criteria:

C. ELIGIBILITY

1. We have a committed relationship of mutual caring which has existed for at least 12 months prior to the date of this Declaration.
2. We are both 18 or older and mentally competent to consent to contract.
3. Neither of us is married, our relationship is mutually exclusive, and this will remain the case indefinitely. We are not merely roommates, and we are not related to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
4. We have maintained the same principal place of residence for at least 6 months immediately prior to the date of this Declaration and intend to do so indefinitely. We have submitted proof of such residency by submitting a copy of two or more of the following: a driver's license, auto registration, lease agreement, mortgage agreement, tax return, bank statement; insurance benefits statement, pay check stub, utility bill, telephone bill, or registration as a domestic partnership in the municipalities that have established such a procedure. We are also responsible to each other for the direction and financial management of our household and intend this to remain the case indefinitely. We are also financially responsible to third parties for each other.
5. At least 12 months have elapsed since coverage was terminated on a previously covered domestic partner, if any.

D. CHANGE IN DOMESTIC PARTNERSHIP

1. We agree to promptly notify the Wiss & Company Human Resources department in writing if there is any change in our status as domestic partners as attested to in this Declaration (for example, a change in joint resident, or if we are no longer each other's sole domestic partner). The Statement of Termination shall affirm that the domestic partnership status is terminated as of its date of execution, and that a copy of the Statement of Termination has been mailed to the other party by the party authorizing such action.
2. After such termination, I, _____, understand that a subsequent Declaration of Domestic Partnership cannot be filed until 12 months after a Statement of Termination has been filed with Wiss & Company.

E. ACKNOWLEDGEMENTS

1. We understand that any person/employer/company who suffers any loss due to any false statement contained in this Declaration may bring a civil action against either or both of us to recover their losses, including reasonable attorney's fees.
2. We have provided the information in this Declaration for us by Wiss & Company Human Resources department for the sole purpose of determining our eligibility for domestic partnership under Wiss & Company's policies and/or plans as described above that provide coverage for domestic partners.

E. ACKNOWLEDGEMENTS (Continued)

3. We have read and understand the terms and conditions contained in this Declaration of Domestic Partnership. We understand that any misrepresentation of fact can result in loss of coverage and personal liability for incurred health care expenses.
4. We understand that if we elect coverage for a domestic partner and/or their eligible dependent children, that the value of the coverage will be taxable and reported as imputed income on the employee's W-2. We further understand that if either a domestic partner or their children qualifies as the employee's legal IRS dependent, that the employee can apply for a federal tax credit on their income tax return.
5. We understand that upon a change in status as domestic partners, the domestic partner and/or their eligible dependent children shall no longer participate in the Wiss & Company's health plans, except as expressly provided otherwise under the plans.
6. We declare, under penalty of perjury under the applicable state laws, that the foregoing Declaration is true and correct. We understand omissions or misrepresentations may be cause for revocation of coverage and, in addition, may be just cause for subsequent dismissal of the employee.

Community Property Implications: Please be advised that some courts have recognized non-marriage relationships as the equivalent of marriage for the purpose of establishing and dividing community property. You may want to consult legal counsel regarding this issue.

_____ _____

Employee Signature Date

_____

Employee Address

_____ _____

Domestic Partner Signature Date

_____

Domestic Partner Address

Upon completion of this form, return it to the Wiss & Company Human Resources department. As is the case of all Wiss & Company's benefit plans, the terms and conditions of this plan are subject to change with or without prior notice.

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