

DRURY UNIVERSITY
AFFIDAVIT OF SAME-SEX DOMESTIC PARTNERSHIP

Section I: Status and Declaration

I, _____ certify that _____
Employee Name Domestic Partner Name

and I are same-sex domestic partners, in that we:

- ◆ are of the same-sex;
- ◆ have lived and resided together at the same permanent residence on a continuous basis in an exclusive, committed relationship for a minimum of six (6) consecutive months prior to the date of this Declaration and have not signed a Declaration of Domestic Partnership of any other person during the six (6) months prior to the date of this Declaration;
- ◆ are at least eighteen (18) years old and mentally competent to contract in the state in which we reside;
- ◆ are the sole domestic partner of each other, are not a domestic partner of anyone else;
- ◆ would marry each other but for the fact we are both of the same-sex;
- ◆ intend to reside together indefinitely as a life partner in a relationship of mutual support, caring and commitment;
- ◆ share basic living expenses and are jointly responsible for each other's common welfare and are financially interdependent, sharing financial responsibilities and expenses;
- ◆ meet the qualifications and requirements for the particular benefit Plan(s) selected; and
- ◆ are not married to anyone or related to the other by adoption or blood to a degree of closeness that would otherwise bar marriage in the state in which they legally reside.

Joint responsibility for each other's common welfare and shared financial obligations must be demonstrated by the existence of two (2) of the following from each list below. I certify that the circumstances or arrangements checked below presently exist.

Proof of Common Residence:

- driver's licenses showing same address;
- passports showing same address;
- designations for receipt of mail;
- evidence of a joint lease or mortgage with address;
- evidence of common household expenses such as utilities or telephone. *

Proof of Financial Interdependence:

- ownership of a joint bank account;
- ownership of a joint credit account;
- evidence of a joint mortgage or lease;
- evidence of a joint obligation on a loan;
- joint ownership of a residence;
- evidence of common household expenses such as utilities or telephone; *
- execution of wills naming each other as executor and/or beneficiary;
- granting each other durable powers of attorney;
- granting each other health care powers of attorney;
- designation of each other as beneficiary under a retirement benefit account;
- evidence of other joint financial responsibility.

* May be used on only one list

I further agree that I will provide documentation of those circumstances or arrangements to the Drury University Benefits Office located in Human Resources and/or any of its insurance carriers or administrators upon request.

"Basic living expenses" is defined as those items of expense essential to the health and comfort of a domestic partner (encompassing, for example, expenses for medical care, food, clothing, and lodging). The individuals need not contribute equally or jointly to the payment of such expenses but both acknowledge their shared responsibility for their costs.

I understand that I must notify the university Benefits Office within thirty-one (31) days of the death of my domestic partner or of a change in any of the above circumstances resulting in termination of this relationship.

I understand that Drury University will treat this document and related enrollment forms as it would treat other similar forms and will share them with the Office of Human Resources, Payroll, Accounting, and Benefit Plan Carriers to implement and administer the benefits and as required or permitted by law.

I understand that enrollment in employee benefits, including medical coverage, will not begin until I (Employee) separately apply for the respective coverage and satisfy any terms and conditions of the Plans themselves. I further understand that some of the University's insurance providers may not allow domestic partner coverage and that I can only receive those benefits that expressly allow for such coverage, whatever those may be from time to time.

AFFIDAVIT OF SAME-SEX DOMESTIC PARTNERSHIP (CONTINUED)

Section II: Changes/Termination

I agree to notify the Drury University Benefits Office of Human Resources if there is any change in our status as domestic partners as referred to in this Affidavit that would make us no longer eligible for benefits under the Drury University benefit Plans including, but not limited to group health and dental insurance.

I further agree that such notice will be given within thirty-one (31) days of the end of our domestic partnership by filing a [Statement of Termination of Same-Sex Domestic Partnership](#) (the "Notice") with the Drury University Benefit Office of Human Resources. The Notice shall affirm that the same-sex domestic partnership status is terminated as of the date of execution and that a copy of the Notice has been mailed to the other party by the individual authorizing such action.

After such termination, I understand that a subsequent [Affidavit of Same-Sex Domestic Partnership](#) cannot be filed until six (6) months after a [Statement of Termination of Same-Sex Domestic Partnership](#) has been filed with the Drury University Office of Human Resources. It is understood that the six (6) month waiting period may be waived if I reconcile with my terminated domestic partner and another qualifying [Affidavit of Same-Sex Domestic Partnership](#) is filed for the same domestic partner within thirty-one (31) days following the filing date of the applicable [Statement of Termination of Same-Sex Domestic Partnership](#).

Section III: Acknowledgments

I certify that I have provided the information in this [Affidavit of Same-Sex Domestic Partnership](#) for use by Drury University Benefits Office of Human Resources for the sole purpose of determining eligibility for domestic partnership benefits. The decision of eligibility is the sole and exclusive decision of the Drury University Plan Administrator and is final and binding on the employee and the domestic partner and any children of the domestic partner.

I understand that this declaration of domestic partnership may have implications under certain state laws with respect to establishing and dividing community property or ordering support, and I agree to hold Drury University harmless for any such claims. This document is an affidavit of existing facts. It does not itself create any new rights or obligations between domestic partners. Those relationships are already in effect. The legal effect of this document runs from domestic partners individually to Drury University, which makes benefits available to the domestic partner based upon these representations.

I understand that a civil action may be brought against either or both of us by Drury University or the applicable insurance carriers and benefit plan administrators for, among other things, any losses (including reasonable attorneys' fees) caused by any false or misleading statement contained in this Affidavit or any attachments to it. I also understand that any omission of fact or false or misleading information provided in this Affidavit or any attachments to it may result in disciplinary action against the individual in our domestic partner relationship who is employed by Drury University, up to and including immediate termination from employment.

I understand that any Federal or State tax impact resulting from the imputed value of the dental and/ or health insurance benefit provided under Drury University's Domestic Partner Benefits Policy is the Employee's sole responsibility. I understand that the cost associated with the provision of dental and/ or health insurance benefits to my domestic partner will be deducted from my Drury University pay. I also understand that employer coverage for individuals other than employees, their spouses, or their dependents as defined by IRS Code and the Defense of Marriage Act are not excluded from (and will be counted as part of) my total gross taxable income. In addition, I further understand that, as a general rule, current IRS regulations also do not permit same-sex domestic partner benefits to be paid for with pre-tax money. Consequently, premium deductions for benefits such as dental and/ or health insurance will occur on an after-tax basis. I understand before signing this affidavit that I should seek competent legal and tax advice concerning such matters. I acknowledge that Drury University has provided us with no advice in this regard.

I certify under penalty of perjury that the assertions in this Affidavit are true and complete to the best of my knowledge.

Employee Signature

I, the undersigned domestic partner of employee, hereby confirm that I have read the foregoing. The information attested to by the employee is true and complete and I join in that attestation and assume the obligations to Drury University required by it in return for my qualification for Domestic Partner benefits.

Domestic Partner Signature

Joint Residence- Address City State Zip Code

Subscribed and sworn to before me this _____ day of _____, _____.

_____. My commission expires: _____.

Notary Public