



## Affidavit of Domestic Partnership

### I. Declaration

We, \_\_\_\_\_ and \_\_\_\_\_, certify  
*Employee - print* *Domestic Partner - print*  
that we are domestic partners (same sex) in accordance with the following criteria and are eligible for benefits coverage as domestic partners under the University of Denver benefits program.

### II. Criteria

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. We are of the same sex and neither one of us is legally married.
3. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we legally reside.
4. We are at least eighteen (18) years of age and mentally competent to consent to contract.
5. We reside together in the same primary residence and intend to reside together indefinitely. Our current shared residence is located at:

\_\_\_\_\_  
*(Street Address, City, State, Zip Code)*

6. We are jointly responsible for each other's common welfare and share financial obligations.
7. We can and will, upon request, demonstrate our joint responsibility for each other's common welfare and financial obligations by providing proof of the existence of at least three (3) of the following:
  - i. Joint mortgage or lease or other written evidence of common residence, such as joint utility bills;
  - ii. Joint checking account;
  - iii. Joint credit account;
  - iv. Joint ownership of motor vehicle;
  - v. Designation of domestic partner as primary beneficiary in will;
  - vi. Designation of domestic partner as primary beneficiary in life insurance policy or retirement plan funds;
  - vii. Durable property or health care power of attorney.

### **III. Termination of Domestic Partnership**

We agree to notify the University of Denver Benefits Office if there is any change of circumstances attested to in this affidavit, within thirty (30) days of that change, by filing a *Statement of Termination of Domestic Partnership*. The signed Termination Statement shall be provided to the University Benefits Office and shall affirm that the partnership is terminated and that a copy of the Termination Statement has been mailed to the other partner.

### **IV. Acknowledgements**

*By signing this affidavit, I declare and acknowledge my understanding that:*

1. The University of Denver reserves the right to request proof that our partnership meets the joint responsibility and shared financial obligation criteria.
2. Domestic partners are subject to the benefit plan guidelines that govern all participants in the University's benefits programs. The availability of benefit coverage depends on legal and contractual requirements of the applicable benefit plan.
3. The University of Denver advises us to consult with an attorney regarding the legal consequences of signing this affidavit.
4. An employee's domestic partner and the dependent children of the employee's domestic partner may not qualify as dependents of the employee under Section 152 of the Internal Revenue Code, and therefore the value of premiums for insurance coverage and the value of tuition waivers may be considered as taxable wages paid to the employee for purposes of income tax withholding and employment taxes.
5. The information provided in this affidavit is for use by the Benefits Office for the sole purpose of determining our eligibility for domestic partnership benefits.
6. In the event that any statement by either of us is false, each of the undersigned (i) acknowledges that the employee may be subject to disciplinary action and (ii) agrees to indemnify and provide restitution to the University for any loss, expenditure or benefit (including without limitation reimbursement of tuition revenue waived by the University) resulting from or attributable to such false statement.

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