

CAPITAL UNIVERSITY AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, the undersigned, attest that we satisfy the definition of Domestic Partnership and agree to the requirements set forth in this Affidavit.

I. "Domestic Partnership" is a relationship between an employee and one other person of the same or opposite sex as the employee who have a single, dedicated relationship, and intend to remain in the relationship indefinitely. In addition, the employee and domestic partner:

- a. Both are at least eighteen (18) years of age and mentally competent to consent to a contract.
- b. Share the same permanent residence and have done so for at least twelve (12) months.
- c. Are not related by blood to a degree of closeness that would prohibit marriage under the laws of the state in which they reside.
- d. Are not married under either statutory or common law.
- e. Are financially interdependent and have provided the Employer with at least two of the following documents evidencing such financial interdependence:
 - i) joint ownership of real property or a common leasehold interest in real property;
 - ii) common ownership of an automobile;
 - iii) joint bank account;
 - iv) a will which designates the other as primary beneficiary;
 - v) a beneficiary designation form for a retirement plan or life insurance signed and completed to the effect that one domestic partner is the beneficiary of the other.

Certification of "dependent" status for tax purposes.

The domestic partner is is not a dependent of the employee for tax purposes.

IRS considers the employer's payments of premiums of an employee's domestic partner and for children of a domestic partner who are not dependents of the employees to be taxable income to the employee, (unless the employee can demonstrate that the domestic partner qualifies as the employee's "dependent" under Internal Revenue Code section 152(a) (receives more than half of his or her support from the employee, has the home of the employee as his or her principal abode, and is a member of the employee's household for the entire taxable year.) The employee's premiums for the employee's domestic partner and non-dependent children will be deducted on a post-tax basis.

II. Termination of Domestic Partnership:

The undersigned employee or partner shall inform Capital University's Office of Human Resources of any termination of the Domestic Partnership within thirty-one (31) days. The undersigned person acknowledges that upon the termination of their domestic partnership, benefits of the domestic partner who is not an employee _____ as well as any dependents as such domestic partner, shall cease.

Date: _____

By: _____

(Signature of employee)

(Please Print Name)

Date: _____

By: _____

(Signature of domestic partner of employee)

(Please Print Name)

SUBSCRIBED and SWORN TO ME

this _____ day of

_____, _____.