



## AFFIDAVIT OF DOMESTIC PARTNERSHIP

1. We are the sole domestic partner of each other and have no other domestic partners.
2. We are of the same sex and neither one of us is married.
3. We reside together and intend to do so indefinitely.
4. We have been domestic partners as evidenced by documentation listed in Item 6 of this Affidavit since \_\_\_\_\_(month) \_\_\_\_\_(day) \_\_\_\_\_(year). **NOTE:** You must have been domestic partners **for at least six months** to be eligible for domestic partner coverage.
5. We have not had a spouse or another domestic partner in the last six months.
6. We have undertaken a relationship of mutual financial support, which relationship shall continue so long as we are domestic partners. This relationship imposes upon us the same financial commitments (including, in some cases, liability for each other's debts) that would exist if we were married as husband and wife in the state and county in which we reside. In proof of this relationship of mutual financial support, we agree that OUR ACT OF SIGNING THIS DOCUMENT CREATES THE SAME RELATIONSHIP OF MUTUAL FINANCIAL SUPPORT BETWEEN US AS IF WE MARRIED AS HUSBAND AND WIFE IN THE STATE AND COUNTY IN WHICH WE RESIDE. The relationship created by our signature to this document shall supersede the terms of any previous financial arrangements between us, to the extent they are inconsistent with the relationship described above.

In addition, we will provide the Motion Picture Industry Health Plan (the "Plan") with evidence of at least **three** of the items listed below (check applicable items):

***\* California residents, the California Registration with the Secretary of State counts as one of these items.***

- Domestic partnership agreement;
- Joint mortgage or lease;
- Designation of domestic partners as each other's life insurance or retirement plan beneficiaries;
- Designation of domestic partners as each other's primary beneficiary in will;
- Joint ownership of motor vehicle or of primary checking account or primary joint credit account;
- Other documentation, satisfactory to the Plan, confirming our mutual financial support.

We further agree to submit immediately to the Plan any modifications to the arrangements described above and understand that the extension of coverage to the domestic partner of the participant will cease if such modification causes the relationship of mutual financial support described above to be altered.

7. We are aware that we are subject to the eligibility rules governing all other persons covered by, or applying for, benefit plan coverage, in addition to certain special rules relating to domestic partners.
8. We are aware that it is the Plan's interpretation of current tax law that by enrolling for domestic partner coverage, we are incurring various tax liabilities unless the domestic partner is a "dependent" under applicable laws. We agree to prepay to the Plan the taxes the Plan determines are due.
9. We further acknowledge that such prepayments are computed to include the employer's portion of such taxes, which, if overpaid, we may not be able to completely recover. In any case, we shall indemnify and hold the Plan harmless for any taxes, tax-related penalties, or interest imposed upon the Plan as a result of providing domestic partner coverage to us.
10. We acknowledge that if we are prepaying taxes, the Plan is collecting the taxes as a convenience to us and it is submitting the taxes on our behalf to the appropriate taxing authorities; but we agree that except for the purpose of collecting and remitting taxes the Plan is not our employer for any purpose.

AFFIDAVIT OF DOMESTIC PARTNERSHIP, *cont'd.*

11. We will provide the Plan notice within 10 days if there is any change in our domestic partner status, and agree that we shall be jointly and individually liable for any benefits or expenses including attorneys fees and costs incurred by the Plan in providing or collecting the cost of benefits to the non-participant domestic partner following the dissolution of the domestic partnership.
12. We are at least 18 years old and of sufficient mental capacity to enter into contract.
13. We are not related by blood to a degree that would prohibit marriage in the state of our residence.
14. Each of us is jointly and individually responsible for reimbursement of any benefits or expenses, including attorneys fees and costs, incurred by the Plan as the result of any false or misleading statement contained in this Affidavit.
15. If we reside in a jurisdiction which issues a certificate of domestic partnership, we have obtained such a certificate and shall furnish a copy to the Plan.
16. The state we list in the address below is our state of residence. We agree to notify the Plan within 10 days of any change in our state of residence.
17. If we are not California residents, we declare that domestic partner coverage does not represent California source income because we do not work in California.

Each of us affirms under penalty of perjury that the statements in this Affidavit are true to the best of his or her knowledge.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Domestic Partner's Signature

\_\_\_\_\_  
Participant's Name (please print)

\_\_\_\_\_  
Domestic Partner's Name (please print)

\_\_\_\_\_  
Participant's SSN

\_\_\_\_\_  
Domestic Partner's SSN

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN to before  
me on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public