

# Affidavit of Domestic Partnership

## Declaration

We, \_\_\_\_\_ and \_\_\_\_\_  
(Faculty, Admin Pro and eligible Non-Classified Staff Name) (Domestic Partner Name)

certify that we are domestic partners in accordance with the following criteria.

## Criteria

1. We have an exclusive mutual commitment.
2. We are each other's sole domestic partner and intend to remain so indefinitely.
3. We are of the same or opposite gender and neither one of us is legally married.
4. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we legally reside.
5. We are at least eighteen (18) years of age and are legally competent to enter into a contract.
6. We have been living together as domestic partners in a shared residence for at least twelve (12) consecutive months and intend to reside together indefinitely. We have been sole domestic partners living together continuously since \_\_\_\_\_.  
(month/day/year)
7. It has been at least 12 months since Human Resources has received an Affidavit of Termination of a Domestic Partnership from either of us (if applicable).
8. We share joint responsibility for our common welfare, living expenses, and financial obligations. Joint responsibility for each other's common welfare and financial obligations as evidenced by the existence of at least two of the following (check the types of documentation that you will provide, if requested).
  - Joint deed, mortgage agreement, or lease
  - Joint bank account
  - Joint credit account or other liability
  - Designation of domestic partner as primary beneficiary for life insurance
  - Designation of domestic partner as primary beneficiary of retirement contract (i.e., IRA, 401(a), 401(k), 403(b), 457 plan, pension plan)
  - Designation of domestic partner as primary beneficiary in will
  - Joint designation of durable power of attorney for financial management or health care
  - Joint names on automobile, renters or homeowners insurance policies

*(May not provide two of the same type of document)*

## Change in Domestic Partnership

We agree to notify Human Resources if there is any change in our status as domestic partners as certified and acknowledged in this statement. We will notify the University within thirty (30) days of such change by filing an "Affidavit of Termination of Domestic Partnership". Coverage in benefit programs will end on the last day of the month in which the partnership ends.

After submitting an Affidavit of Termination of Domestic Partnership, I, \_\_\_\_\_,  
(Faculty, Admin Pro and eligible Non-Classified Staff Name)

understand that a subsequent Affidavit of Domestic Partnership cannot be filed until at least 12 months after an Affidavit of Termination has been received by Human Resources.

**Acknowledgements**

1. The CSU Faculty and Admin Pro Privileges and Benefits Summary documents, the insurance contracts, and University policy govern all questions of eligibility and coverage of domestic partners.
2. CSU reserves the right to request proof that my partnership meets the joint residency and financial interdependence eligibility criteria, and I agree to provide CSU with supporting documents.
3. We understand that any child(ren) that is not the employee's "qualifying" federal tax dependent must be the "qualifying" federal tax dependent of the domestic partner to be covered under the medical, dental, vision and voluntary life insurance plans (refer to the Faculty and Admin Pro Privileges and Benefits Summary for more information on the eligibility criteria for a dependent child).
4. It is our understanding that the value of the contributions made by CSU toward the cost of applicable plan coverage for the domestic partner and/or the domestic partner's child(ren) is treated as taxable income unless the domestic partner and/or domestic partner's child(ren) are the employee's "qualifying" tax dependents under Internal Revenue Code 152. We understand that CSU assumes no responsibility for any resulting tax obligation.
5. We understand that CSU will be relying on our declarations and will be granting certain University privileges and benefits to us based on such reliance.
6. We understand that making any false or misleading declarations and acknowledgements in this Affidavit or failure to notify the University of any change in status as domestic partners could result in the University taking disciplinary action against the employee.
7. We understand that the Board of Governors of the Colorado State University System reserves the right to modify its policy on domestic partner benefits at any time.
8. Each of us affirms and declares under penalty of perjury that the information in this Affidavit is true and complete to the best of our knowledge. Each of us understands that it is possible that this statement may create certain legal and tax obligations, rights, duties and/or liabilities and we have been advised to seek individual legal and tax advice.

**Notary**

IN WITNESS WHEREOF, I have executed the Affidavit on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Please Print Faculty, Admin Pro and eligible Non-Classified Staff Name)

\_\_\_\_\_  
(Signature of Faculty, Admin Pro and eligible Non-Classified Staff)

IN WITNESS WHEREOF, I have executed the Affidavit on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Print Domestic Partner Name)

\_\_\_\_\_  
(Signature of Domestic Partner)

The foregoing Affidavit was subscribed and sworn to before me in the County of \_\_\_\_\_,

State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[Seal]

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)