



Department of Human Resources  
 115 Medical Sciences Building  
 3640 Colonel Glenn Hwy.  
 Dayton, OH 45435-0001  
 (937) 775-2120  
 FAX (937) 775-3040

## Affidavit of Domestic Partnership

### Employee Information

Employee Name (Last, First, Middle Initial)			
Date of Birth	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	University ID (UID)	
Home Address	City	State	Zipcode

### Domestic Partner Information

Domestic Partner Name (Last, First, Middle Initial)			
Date of Birth	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security Number	
Home Address	City	State	Zipcode

**Domestic Partner Dependent Child Information** (List only the domestic partner's unmarried biological or adopted child(ren) who are in the custody and care of the domestic partner and a member of the employee's household)

Dependent Child Name (Last, First, Middle)	Social Security Number	Date of Birth	RC*

\* Relationship Code:      DS – Biological or adopted son of domestic partner  
                                     DD – Biological or adopted daughter of domestic partner

### Declaration

We, the undersigned, declare that **all** of the following are true:

1. We are at least 18 years of age and competent to enter into a contract.
2. We are not married or legally separated from another person or persons under either statutory or common law and are not the domestic partner(s) of any other person(s).
3. We have been living together as a couple for more than six (6) consecutive months prior to this declaration (unless residing in different cities on a temporary basis).

4. We are not related to each other by blood in a manner that would bar marriage in the State of Ohio.
5. We attest that our relationship is an exclusive mutual commitment; that is:
  - We are jointly responsible for each other for the necessities of life including each other's common welfare; and
  - We intend to remain in this relationship indefinitely.
6. We are submitting supporting documentation of three (3) of the following to verify our interdependent financial relationship:
  - Joint ownership of real estate property or joint tenancy on a residential lease
  - Joint ownership of a motor vehicle
  - Joint ownership of a bank or credit union account
  - Joint liability (e.g. a credit card account or loan)
  - A will for the employee designating the employee's domestic partner as a primary beneficiary under the will
  - A retirement plan or life insurance policy designation of beneficiary for the employee naming the employee's domestic partner as a primary beneficiary
  - A durable power of attorney for the employee granting powers to the employee's domestic partner.

## **Acknowledgements**

1. We have read and understand the eligibility requirements and tax information of domestic partnership.
2. Wright State University has advised us to consult an attorney regarding the legal consequences of signing this declaration; for example, whether this document can be used by creditors to hold one partner responsible for the debts of the other or whether a partner may use this document as entitlement to division of property acquired during the partnership.
3. We waive, release, and indemnify Wright State University from all claims and causes of action that may arise as a result of the University providing domestic partnership benefits or certifying domestic partnerships.
4. Wright State University's costs for providing domestic partner benefits and the employee's payroll contribution are generally taxable income to the employee unless the domestic partner and partner's dependent children are qualified tax dependents of the employee.
5. We acknowledge that we have been advised to consult with a tax advisor regarding tax issues.
6. We are each responsible for notifying Wright State University and the other named domestic partner by submitting a *Termination of a Domestic Partnership* notice form within 30 days of the date that we terminate our domestic partnership and/or we no longer meet the eligibility requirements for domestic partner benefits. We understand that eligibility for domestic partner benefits ends on the last day of the month of the termination of the domestic partnership.

7. We understand that another Affidavit of Domestic Partnership involving either of us cannot be filed with Wright State University until at least six (6) months have elapsed since the submission of a Termination of a Domestic Partnership notice to the University.
8. This Affidavit is being supplied so that Wright State University can determine our eligibility for domestic partner benefits provided by the University. To the extent possible, this information will be held confidential. However, this information will be disclosed as needed to arrange benefits with applicable third party administrators, to verify eligibility for University programs/benefits as may be required by a court or applicable law, or to comply with public records laws.
9. We understand that the University may require periodic re-certification of eligibility for benefits.

**Certification**

We certify that the foregoing information is true and correct and understand that a false declaration of a domestic partnership, a material omission of information on this Affidavit or failure to file a timely notice of a Wright State University *Termination of a Domestic Partnership* form with the University constitutes fraud and may result in Wright State University recovering damages from either or both of us for all costs and expenses incurred by the University as a result of that false declaration, including, but without being limited to, benefits paid on behalf of the employee and/or domestic partner and/or dependents, as well as, attorney’s fees incurred by the University to recover such damages and discipline up to and including termination under applicable University policy or collective bargaining agreement.

Employee Signature	Date	Domestic Partner Signature	Date

**Notarization:** State of Ohio, County of \_\_\_\_\_

The foregoing affidavit was signed in my presence by \_\_\_\_\_ this  
 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_, Notary Public

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

For University Use Only

Affidavit and supporting documentation received and approved by \_\_\_\_\_ on \_\_\_\_\_.