



WELLFLEET

Affidavit of Domestic Partnership for Use in New York State

I. PARTIES

We, _____ and _____ each certify and
Student (print) Domestic Partner (print)
declare that we are domestic partners as recognized in our state and in accordance with the following criteria:

II. STATUS

- A. We have filed a domestic partner declaration (or registered as a civil union where recognized) with the (City/Council/Borough) of _____ and that the domestic partner declaration remains in effect or;
- B. We do not reside in a jurisdiction which provides for the registration of domestic partner declarations (or civil unions where recognized) but meet all of the following criteria.
- We affirm that this domestic partnership began on or about _____.
 - We are each other's sole domestic partner, and we intend to remain so indefinitely.
 - Neither of us is married to or legally separated from anyone else nor have we had another domestic partner within the prior six months.
 - We are both at least eighteen (18) years of age and mentally competent to consent to contract.
 - We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
 - We cohabit and reside together in the same residence and intend to do so indefinitely. We have resided in the same household for at least six months.
 - We are not in this relationship solely for the purpose of obtaining benefits coverage.
 - We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. Our interdependence is demonstrated by at least three of the following. **Please check appropriate items and submit copies of appropriate documentation with this affidavit:**
 - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property)
 - Common ownership of a motor vehicle
 - Drivers License listing a common residence
 - Proof of joint bank accounts or credit accounts
 - Proof of designation as the primary beneficiary for life insurance or retirement benefits or primary beneficiary designation under a partner's will
 - Assignment of a durable property power of attorney or health care power or attorney.

III. CHANGE IN DOMESTIC PARTNERSHIP:

1. We have an obligation to notify Wellfleet Insurance, if there is any change in our domestic partnership status as attested to in this Declaration that would terminate this Declaration (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.) We will notify Wellfleet Insurance within thirty-one (31) days of such change.
2. We understand that termination of this coverage (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends as indicated on the Declaration of Termination of Domestic Partnership, providing coverage has not otherwise terminated due to standard policy provisions.

IV. ACKNOWLEDGEMENTS:

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorney’s fees costs) due to any false statement contained in this Declaration or for failure to notify Wellfleet Insurance of changed circumstances as required in Section IV above. I, the undersigned student, further understand that falsification of information in this Declaration, or failure to notify Wellfleet Insurance of changed circumstances pursuant to Section IV above.
2. We have provided the information in this Declaration for use by Wellfleet Insurance for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that Wellfleet Insurance is not legally required to extend any such benefits. We understand that his information provided in this Declaration will be treated as confidential by Wellfleet Insurance but will be subject to disclosure; a) upon the express written authorization of the undersigned student, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.
3. We understand that this Declaration may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration we should seek competent legal advice concerning such matters.
4. We understand that we are solely responsible for knowing and understanding any laws governing domestic partnerships (or civil unions where recognized) in our state.

V. DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that dependent children of (domestic partner name repeats here) are eligible for coverage when they are:

- Unmarried
- Primarily dependent on the student for support, and
- Meet the age/school and all eligibility requirements of the plan of benefits.

You are required to enter an electronic signature which will be binding as your actual signature. Your electronic signature below indicates your agreement with the following statement:

By typing my name in the following box, I affirm, under penalty of perjury that the above statements are true and correct, to the best of my knowledge.

Student Signature

Date

Domestic Partner Signature

Date