Affidavit of Domestic Partnership

Note: In lieu of this Affidavit you may submit a copy of your registration of domestic partnership with the state or the municipality in which you live.

1. DECLARATION

We _______________________________ and _______________________________

Employee (print)  Domestic Partner (print)

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

II. STATUS

The employee and spousal equivalent partners must attest to the following eligibility requirements:

1. We are 18 years of age or older and of legal age of consent;
2. We are competent to enter into a legal contract;
3. We share the same residence and intend to continue to do so;
4. We are jointly responsible for each other’s basic living costs;
5. We are in a relationship of mutual support, caring and commitment in which we intend to remain;
6. We are not married to anyone else; and
7. We are not related to each other by adoption or blood to a degree of closeness that would otherwise bar marriage in the state in which we legally reside.

III. CHANGE IN SPOUSAL EQUIVALENT PARTNERSHIP

1. We agree to notify Human Resources if there is any change in our status as domestic partners as attested in this Affidavit, which would make us no longer eligible for Broad benefits (for example, a change in joint-residence status or if we are no longer each other’s sole domestic partner). We shall notify the Broad Benefit Office in writing within 30 days of such change. In such notice, we will provide (i) the date on which such change occurred and (ii) confirmation that the employee and former domestic partner have both received copies of such notice.

2. After such termination, I _______________________________

Employee (print)

understand that a subsequent Affidavit of Domestic Partnership cannot be filed until 12 months after notification in writing of the termination has been filed with Human Resources.
IV. ACKNOWLEDGEMENTS

1. We understand that any companies or persons including but not limited to Broad who suffers loss due to any false statement contained in this signed Affidavit may bring a civil action against either or both of the parties who have signed this Affidavit to recover their losses, including reasonable attorney fees.

2. We understand that any false statement contained in this Affidavit, including failure to provide updated information as required herein, may be grounds for termination of benefits for either or both of us.

3. We have provided the information in this Affidavit for use by Human Resources for the sole purpose of determining our eligibility for domestic partner coverage and that the information will be held strictly confidential.

4. We understand that contributions or parts of contributions for domestic partner coverage may be included in the employee’s reported gross income for tax purposes.

5. We affirm, under the penalty of perjury, that the assertions in this signed Affidavit are true to the best of our knowledge.

6. We understand that we may be upon request, required to submit such further documentation as Broad may from time to time request (examples may be, but not limited to, proof of common residence, drivers license, and joint bank statements). Broad may audit affidavits such as this from time to time.

7. We understand that this Affidavit is a legal document. We are aware that some court may recognize non-marriage relationship as the equivalency of marriage for the purpose of establishing and dividing community property and finances.

8. We agree that Broad will not be liable for any financial, legal, tax, or other consequences as a result of our execution of this Affidavit or the provision of any benefits to, or for, a domestic partner. We understand that the provision of benefits to a domestic partner may result in taxable income to the employee and that the employee will be responsible for all such taxes.

9. We agree that any benefits provided by Broad to a domestic partner will be subject to the terms of the applicable plan, as modified by Broad from time to time.

10. We agree that Broad may provide a copy of this Affidavit to third parties (e.g., medical plan provider) in connection with the administration of its benefits plans and may use this Affidavit in such a manner, as it deems appropriate in connection with such administration and in accordance with applicable law.

V. BROAD’S RIGHTS

Broad reserves the rights to terminate, modify, or adjust this policy and any benefits provided to or for domestic partners at any time and its sole discretion.
Sign form below, certifying that the above information is true and accurate. Return form to address noted below.

**Employee Signature** ________________________________  Date ________________

Employee Address  ______________________________________

_______________________________________________________

**Domestic Partner Signature** ________________________________  Date ________________

Domestic Partner Address  ______________________________________

_______________________________________________________

**STATE OF _____________________________________**

**COUNTY OF ______________________________________**

Subscribed and sworn to before me this _____day of ______________________, 20___

_______________________________________________________

Notary Public

My Commission Expires:  (SEAL)

____________________________________________

**Attach your completed form in Workday as your supporting document for your benefits change**

**For HR use only:** I acknowledge receipt of this affidavit.

____________________________________________  _______________________

Benefits Representative  Date