

AFTRA Health Fund
261 Madison Avenue
New York, NY 10016
Tel (800) 562-4690 Fax (212) 499-4925

**DECLARATION OF SAME-SEX DOMESTIC PARTNERSHIP FOR
ENROLLMENT AND ELIGIBILITY**

Coverage for the Domestic Partner will begin on the first day of the month following receipt by the Fund office of (1) the fully executed and notarized original of this form (please keep a copy for your records) and (2) either payment of the federal and state taxes attributable to coverage of your Domestic Partner or the AFTRA Health Fund's Affidavit of "Dependency" for Tax Purposes.

We, _____ and _____,
declare under penalty of perjury:

1. We have an intimate, committed relationship of mutual caring.
2. We have shared the same principal place of residence for at least six (6) months prior to the date of execution of this document and we intend to do so indefinitely. Currently this residence is at _____
_____ which is also our mailing address unless another address is set forth below.
3. We agree to be responsible for each other's basic living expenses (see definition on page 2) during our Domestic Partnership; [we also agree that anyone who is owed these expenses can collect from either of us].
4. We are both either 18 or older.
5. We are the same sex and neither of us is married to anyone else.
6. Neither of us is related to the other as a parent, stepparent, child or stepchild, brother or sister, half brother or half sister, in-law, niece, nephew, aunt, uncle, grandparent or grandchild.
7. Each of us is the sole Domestic Partner of the other and neither of us has any other Domestic Partner.
8. Neither of us had a spouse or other Domestic Partner in the last six (6) months.
9. Each of us attests to the fact that the non-participant Domestic Partner (see definition on page 3) is not entitled to health insurance coverage by virtue of employment and has not declined health insurance offered to him/her through his/her employer.
10. Each of us understands that the non-participant Domestic Partner does not have rights to continue coverage by self-payment under the terms of the AFTRA Health Fund or

federal or state law (e.g., COBRA).

11. Each of us understands that under applicable federal and state income tax law coverage of the non-participant Domestic Partner could result in additional imputed taxable income to the participant with possible withholding for payroll taxes (including income and social security taxes) on such amounts. We agree to submit the Fund's Affidavit of Dependency for Tax Purposes at the time of the filing of this Declaration, or to pre-pay to the AFTRA Health Fund the taxes the Fund determines are due, including the employer's portions of such taxes, which, if overpaid, we may not be able to recover completely. In any case, we shall indemnify and hold harmless the Fund for any taxes, tax-related penalties or interest imposed upon the Fund as a result of providing Domestic Partner coverage to the non-participant.
12. Each of us agrees to notify the AFTRA Health Fund upon termination of our Domestic Partnership by filing the AFTRA Health Fund's Declaration of Termination of Domestic Partnership and each of us acknowledges that if we should fail to do so, we will be jointly and severally liable for all claims paid on behalf of Domestic Partner after the date of such termination.
13. Each of us agrees if we are residents of any city, county or state that permits registration as domestic partners, to register as Domestic Partners and to provide proof of registration to the AFTRA Health Fund; if we are not residents of any such City, County or State, to provide such other proof that we live together and are responsible for each other's basic living expenses as the AFTRA Health Fund deems at its sole discretion to be necessary and desirable to satisfy the Fund that we are Domestic Partners.
14. Each of us understands that if either of us has made a false statement regarding his or her qualification as a Domestic Partner or has failed to comply with the terms of this Declaration, the AFTRA Health Fund may bring a civil action against either or both of us to recover its losses, including reasonable attorney's fees and court costs.

Definitions:

"Basic living expenses" means the cost of basic food, medical expenses, and shelter. It also includes any other expense that is paid by a benefit the participant or his/her partner gets because of partnership. For example, if the participant gets health insurance from the AFTRA Health Fund, the participant and his/her partner will both be responsible for medical bills that the insurance does not pay. They do not have to split basic living expenses to be Domestic Partners. They just have to agree to provide these things for their partner if he or she cannot provide for himself or herself.

"Participant" means an individual who is eligible for benefits under the AFTRA Health Plan, which provides for family coverage.

We declare under penalty or perjury under the laws of the state in which we reside that the statements above are true and correct.

PARTICIPANT:

Signed on _____, 20 ____ in _____

Signature _____

Print Name _____

Mailing Address _____

Date of Birth _____

DOMESTIC PARTNER:

Signed on _____, 20 ____ in _____

Signature _____

Print Name _____

Mailing Address _____

Date of Birth _____

NOTARIZATION:

State of _____ County of _____

On this _____ day of _____ in the year 20 ____

before me, _____, personally

_____ and _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this Instrument and acknowledge that they execute it.

Public Notary