



Heat & Frost Insulators of Northern California Local 16 Trust Funds

AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, _____ and _____ declare that:
(Print name of employee) (Print name of domestic partner)

1. We have read the Domestic Partners Summary and understand its terms.
2. We are both 18 years of age or older.
3. We reside together, intend to do so indefinitely, and share the common necessities of life in a relationship of mutual trust and caring.
4. The effective date of this domestic partnership was _____.
5. We are each single or legally divorced and neither of us have had a different Domestic Partner less than six months before we have signed this Declaration (unless the Partner had died).
6. We are each at least eighteen years of age.
7. We are not related by blood closer than would bar marriage in the State of California and are mentally competent to consent to contract.
8. We are each other's sole domestic partner and intend to remain so indefinitely and are responsible for our common welfare.
9. We agree that both partners are economically responsible to third parties (such as landlords, mortgage companies and insurance companies) for each other's expenses for shelter, medical care, and food, which will remain the case for at least as long as the non-employee domestic partner is covered by the Heat & Frost Insulators of Northern California Local 16 Health & Welfare Plan.
10. We agree that if the Domestic Partnership should end, the Employee must sign and file with the Trust Fund Office a "Dissolution of Domestic Partnership" declaring that the Domestic Partnership has ended and the effective date of the dissolution. The end of the Domestic Partnership may be signified by triggering events such as the termination of the mutual trust and caring aspects of the relationship, one of the partners moving out of the principal residence or by separation of mutual responsibility for basic living expenses even if both partners stay in the same residence.

In the event of a dispute as to whether the Domestic Partnership has ended, the Employee's decision whether to sign and file a Dissolution of Domestic Partnership is controlling. In addition, the Plan has the right to determine on its own that the Domestic Partnership has terminated (such as if the Plan learns that the parties no longer reside together or otherwise do not meet the Plan's requirements for a Domestic Partnership).

We acknowledge that a domestic partner does not qualify as a dependent of the Employee as defined by Section 152(A) of the Internal Revenue Code. By requesting enrollment of a partner under this Domestic Partner Affidavit, each of us understands that the Heat & Frost Insulators of Northern California Local 16 Health and Welfare Plan must report imputed taxable income to the Internal Revenue Service for the above named employee who has enrolled a domestic partner for coverage under the plan.

We declare under penalty of perjury under the laws of the State of California that the statements are true and correct.

Employee

Domestic Partner

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

Notary Section (This form MUST be notarized):

STATE OF _____

COUNTY OF _____

On _____ before me _____
(Date) (Name, title of officer - e.g. Jane Doe, Notary Public)

personally appeared _____ and _____
(Participant) (Domestic Partner)

- ☐ personally known to me **-OR-**
☐ proved to me on the basis of satisfactory evidence

to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities.

WITNESS my hand and official seal. Signature of Notary

Signature of Notary _____