

BUNCOMBE COUNTY
AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, _____ and
(Full name of Employee)

_____ certify that:
(Full name of Domestic Partner)

We are domestic partners in accordance with the following criteria and are eligible for benefits coverage. Pursuant to eligibility provisions of the specific benefit plan and in the absence of any disqualifying state or federal law, we understand that Domestic Partner benefits include all health and leave benefits that are the same as those offered to the families of other County employees who are married.

1. We share the common necessities of life.
2. We are not legally married to each other or to anyone else, or in the case of same sex couples, we are legally prohibited from marrying each other in the State of North Carolina or have an out of state marriage not recognized by the State of North Carolina.
3. We are not related by blood to a degree of closeness that would prohibit marriage in the State of North Carolina.
4. We are at least eighteen (18) years of age or older.
5. We are mentally competent to consent to contract.
6. This relationship has been in existence for a period of at least twelve (12) consecutive months.
7. We are each other's sole domestic partner and intend to remain so indefinitely, and we are responsible for our common welfare.
8. We share financial obligations and have shared our primary residence for at least twelve (12) consecutive months and intend to do so indefinitely.
9. We have executed a "Domestic Partnership Agreement" and provided a copy to the Human Resources Department, which meets the following requirements:
 - (a) The Agreement must be signed by each partner and executed before a notary public;
 - (b) The Agreement must contain language showing that all individual income earned by each partner upon the signing of the domestic partnership agreement shall belong in equal shares to both partners;
 - (c) The Agreement must contain language showing that all property accumulated from that income shall belong to both partners in equal shares; and
 - (d) The Agreement contains language that in the event that the partners separate and/or terminate the domestic partnership, the partners agree to divide all such accumulated property, in whatever form, equally.
 - (e) The Agreement contains language that each partner certifies that they have made the appropriate disclosures to the other partner regarding one's assets and liabilities prior to executing the Domestic Partnership Agreement.
10. We acknowledge the following:
 - (a) We understand that the Internal Revenue Service (IRS) does not consider domestic partners as "dependents" for income tax purposes and under the IRS code the value of benefits coverage for domestic partners and their dependents is taxable as "imputed income" to the employee. This taxable income will appear on the employee pay stub and appropriate taxes will be deducted and it is recommended that we consult our own tax advisor to determine how tax rules may affect us.
 - (b) We understand that only one domestic partner may be permitted at any time.
 - (c) We agree to notify the Human Resources Department within 30 days of the termination of our domestic partnership. A written statement shall be provided to the Human Resources Department on the Termination of Domestic Partnership Form and shall affirm that the partnership has been terminated and that a copy of the termination

statement has been mailed to the other partner.

- (d) We provide the information in this affidavit to be used by Buncombe County for the sole purpose of determining our eligibility for domestic partnership benefits. We understand that this information will be held confidential and will be subject to disclosure, other than stated above, in accordance with N.C. Gen. Stat. § 153A-98 or as amended.
- (e) After termination with one's domestic partner, another "Affidavit of Domestic Partnership" cannot be filed until the conditions of an "Affidavit of Domestic Partnership" are satisfied with a subsequent domestic partner and twelve (12) months have passed between domestic partners.
- (f) We understand that falsification of information contained in the affidavit may lead to disciplinary action, up to and including termination of employment, in addition to an obligation to repay benefits received and possible charge of fraud.

We affirm, under penalty of perjury, that the ascertainment in this affidavit are true and correct.

Signature of Employee

Signature of Domestic Partner

Employee's Social Security Number

Domestic Partner's Social Security Number

Date

Date

Employee's Date of Birth

Domestic Partner's Date of Birth

I, a Notary Public of the aforesaid State and County, certify that _____ appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or entity upon behalf which the person(s) acted, executed the instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2013.

_____, Notary Public

My Commission Expires _____

I, a Notary Public of the aforesaid State and County, certify that _____ appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or entity upon behalf which the person(s) acted, executed the instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2013.

_____, Notary Public

My Commission Expires _____

Received by Buncombe County Human Resources:

(Signature)

(Title)

(Date)