



Declaration of Domestic Partnership

Team Member Information	Please print:
Team Member Name	
Team Member ID #	
Domestic Partner Name	
Domestic Partner Dependent Children's Names (if covered)	
Start Date of Domestic Partnership	

I. DECLARATION

We, _____ (employee-print name) and _____ (domestic partner-print name), each certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this domestic partnership began on or about ____/____/____.
2. We are each other's sole domestic partner, and we intend to remain so indefinitely.
3. Neither of us is married to or legally separated from anyone else nor had another domestic partner within the prior six months.
4. We are both at least eighteen (18) years of age and mentally competent to consent to contract.
5. We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
6. We cohabitate 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.
7. We are not in this relationship solely for the purpose of obtaining benefits coverage.
8. 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):

- Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property
- Common ownership of a motor vehicle
- Driver's license listing a common address for both parties
- 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 of attorney

III. DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that dependent children of the employees' domestic partner are eligible for coverage when they are:

- unmarried,
- primarily dependent on the employee for support, and
- meet the age/school and all eligibility requirements of the plan of benefits.



IV. CHANGE IN DOMESTIC PARTNERSHIP:

1. We have an obligation to notify Niagara Bottling LLC by filing a *Declaration of Termination of Domestic Partnership* 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 Niagara Bottling LLC 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. ACKNOWLEDGMENTS

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorneys' fees and costs) due to any false statement contained in this Declaration or for failure to notify Niagara Bottling LLC of changed circumstances as required in Section IV above. I, the undersigned employee, further understand that falsification of information in this Declaration, or failure to notify Niagara Bottling LLC of changed circumstances pursuant to Section IV above, may lead to disciplinary action against me, including discharge from employment.
2. We have provided the information in this Declaration for use by Niagara Bottling LLC for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that Niagara Bottling LLC is not legally required to extend any such benefits. We understand that this information provided in this Declaration will be treated as confidential by Niagara Bottling LLC but will be subject to disclosure; a) upon the express written authorization of the undersigned employee, 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. We affirm, under penalty of perjury, that the statements in this Declaration are true and correct.

Employee Signature	Date of Birth	Date
Domestic Partner Signature	Date of Birth	Date
Employee and Domestic Partner Address	City	State
Notary Public Signature	Date	Commission Expires