

BENNINGTON COLLEGE

STATEMENT OF DOMESTIC PARTNERSHIP

Along with the additional premium associated with adding an individual to your benefit plan, adding a domestic partner also has Federal and State tax implications. The domestic partner tax is known as imputed income tax. The College is required to calculate imputed income on the portion of the premium attributable to anyone who does not qualify as a tax dependent under Internal Revenue Code. The fair market value of the College's contribution toward that coverage is considered taxable income (imputed income) which is subject to tax withholding. There may be tax consequences as a result of this income; please speak with your tax advisor if you have questions. The imputed income amount will be included as part of an employee's regular pay.

Employee

Name _____

Birth Date _____

Home Address _____

Domestic Partner

Name _____

Social Security # _____

Home Address _____

Birth Date _____

Type of Coverage Electing (check all that apply):

- Medical
- Dental
- Vision

We the undersigned attest to the following:

- each party is the sole domestic partner of the other;
- each party is at least eighteen (18) years of age or older and competent to enter into a contract in the state in which he or she resides;
- both parties currently share a common legal residence and have shared said residence for at least six (6) months prior to application for domestic partner coverage;
- neither party is married, a party to a Civil Union, or related to the other by adoption or blood to a degree of closeness that would bar marriage/Civil Union in the state in which they legally reside;
- both parties are in a relationship of mutual support, caring, and commitment and intend to remain in such a relationship in the indefinite future;
- the parties are jointly responsible for basic living expenses (basic living expenses are defined as the cost of basic food, shelter, and any other expenses of the common household; the partners need not contribute equally or jointly to the payment of these expenses as long as they agree that both are responsible for them); and
- neither party filed a Termination of Domestic Partnership within the preceding nine months.

SWORN STATEMENT

We declare that all the foregoing information provided by us is true and correct and that all provisions of this Statement have been met.

We understand that:

- any entities or persons who suffer any loss because of any false statements contained in this Statement may bring a civil action suit against us to recover their respective losses, including reasonable attorney’s fees;
- if there is any change in the information certified in the Statement of Domestic Partnership that would make the domestic partner ineligible, the employee must notify Human Resources form in writing within 30 days of the changes; and
- the effective date of coverage for the domestic partner and any initially eligible dependents of the domestic partner is:
 - on the open enrollment date if Bennington College receives the Statement of Domestic Partnership and online enrollment before the open enrollment date.

We agree to notify the employer if our domestic partnership no longer meets the criteria established herein.

Employee Signature

Domestic Partner Signature

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____ before me personally appeared

_____ and _____, to me

known to be the persons described herein, and who executed the foregoing, and swore to its truth.

Before me, _____
Notary Public Signature and Commission Exp. Date

ATTACHMENTS

If required, attached to this document is the following documentation in support of this Statement of Domestic Partnership:

- proof of common residence—e.g., driver’s licenses showing same address, passports or designations for receipt of mail; and
- proof of financial interdependence—e.g., joint checking, savings or credit card statements, executed powers of attorney, insurance policies, and/or copies of designated signatures on safety deposit boxes.