

Aspen Skiing Company

Request for Domestic Partner / Spousal Equivalency

A request for Domestic Partner or Spousal Equivalency should be taken very seriously. It is important to know your rights and any consequences of filing this relationship with the Aspen Skiing Company.

Please read the attached information very carefully and consider how this could affect you and your partner in the future.

Requirements:

- Employee and Partner should read and acknowledge the form.
- Two out of five items must be provided. No exceptions.
- Form must be notarized by a current Notary Public
- A termination of Domestic Partner or Spousal Equivalent is required and a mandatory 12 month waiting period prior to adding a new partner is now required.
- Employees wishing to add partner to health insurance must also complete a Health Insurance Enrollment form. Submitting this form is considered a life changing event for this purpose. A status change to married should be reported to your Human Resources office but will not create a new life changing event.

Enclosed in this packet:

- Legal Rights and Responsibilities
- Information on Terminating a Domestic Partnership / Spousal Equivalent Relationship
- Affidavit of Domestic Partnership / Spousal Equivalent
- Affidavit of Termination of Domestic Partnership / Spousal Equivalent

Once completed, please submit the notarized Affidavit plus two of the required documents to the Human Resource offices.

Spousal Equivalent or Domestic Partnership Rights and Responsibilities

What about Legal Rights and Responsibilities?

While domestic partnerships allow couples to receive important benefits, there are lots of rights these relationships lack, no matter how happy the couple may personally be. Partnerships are not universally recognized by other states or countries as marriages are, nor are they recognized by the federal government and as such,

- health insurance benefits provided to a **domestic partner** are considered taxable income for federal purposes.
- Transfers of assets or funds or inheritances between partners are also taxable.
- Couples must file separate federal tax returns.
- Partners are not entitled to receive Social Security benefits from each other,
- And may or may not be beneficiaries for pensions.

Domestic partnership registration is voluntary, and does not create any new or different legal rights or responsibilities. The Aspen Skiing Company is not able to provide you with any legal advice concerning your partnership, and you may wish to consult an attorney for such advice. A domestic partnership does not create a "common law marriage" and may be evidence that no common law marriage has occurred. It does not create a joint venture or partnership or create any other legal rights between the partners or relating to any third partner. However, it may be used as evidence that an intimate relationship existed between the parties.

Because domestic partnership does not provide for many things covered by legal marriage, you should consult an attorney and make arrangements for a number of matters, including, but not limited to, the following:

- **Wills:** A document which comes into effect upon your death which allows you to designate who will take your remaining assets, who will make sure that your wishes are complied with and what happens to your body. If there are minor children involved it is also an opportunity to designate a Conservator and Guardian. (Please be aware that wills can be overridden by joint tenancy ownerships in personal and real property and designated beneficiaries in documents outside of the will such as life insurance policies.)
- **Power of Attorney:** A document that comes into effect upon your mental and/or physical incapacity. It gives the authority to another individual to make any and all decisions concerning your finances and health care. It also requires the Court to consider that individual an interested party for the appointment of your Conservator and/or Guardian upon your long-term disability.
- **Medical Matters:** The only way to be certain that your partner can make decisions about your care if you become too incapacitated to make decisions for yourself is to make advance directives. The Colorado Medical Association has developed a pamphlet that describes (and provides sample forms) for living wills, medical durable powers of attorney, substitute decision makers (medical proxies), and guardians.
- **A Living Together Agreement** (also known as a Relationship Agreement or Co-Habitation Agreement): A document that comes into effect upon the termination of your relationship. It sets forth the understanding between the partners as to how the personal and real property should be divided and how the joint liability should be allocated. This document is typically tailored to the needs of the couple and financial formulas are used. The existence of this document may avoid costly civil actions against each other under contract, partnership, joint venture, tort, and common law marriage.

- **Dependents:** Again, a domestic partnership has no effect on matters related to children or dependents of either or both partners. You should consult with an attorney regarding these matters.

What If We Wish to Terminate Our Domestic Partnership?

A domestic partnership may be ended when:

- One of the partners dies.
- No longer are in a committed relationship or share a common household.
- The partners no longer meet one or more of the requirements included in the affidavit for domestic partnership.

When a domestic partnership ends, the partners mail in the notice of termination form (including certificate number if possible), naming the partners and stating that the partnership has ended. The notice must be signed and dated by at least one partner. If only one partner signs, that partner must provide evidence (certified mail receipt) that they have attempted to notify the other partner of the termination of the partnership.

How do I Notarize this Document?

The state of Colorado requires the signer to personally appear before the notary during the notarization.

The process is typically very simple. Present the document to a notary public and sign it in his or her presence. After that, she officially notarizes the document using an official stamp, writes in the date, and adds her own signature.

If the Domestic Partners are not able to be present at the same time, it is required that two of the notary forms be filled for each partner.

Affidavit of Domestic Partnership or Spousal Equivalency

Note: The definition of “Domestic Partner” for purposes of this Affidavit with the **Aspen Skiing Company**, shall be two individuals, of the same or opposite sex, who live together with an exclusive mutual personal commitment in which the Domestic Partner agrees to be jointly responsible for each other’s common welfare and to share financial obligations.

SECTION ONE

I, _____, and _____ are
(Employee - please print name) (Domestic partner - please print name)

Domestic Partners, and we

1. are each eighteen (18) years of age or older;
2. share a close personal relationship and are responsible for each other's common welfare;
3. are each other's sole Domestic Partner;
4. are not married to another person;
5. are not related by blood closer than would bar marriage in the State of Colorado;
6. share the same regular and permanent residence, with the current intent to continue doing so indefinitely;
7. are jointly financially responsible for "basic living expenses" defined as the cost of basic food, shelter and any other expenses of a Domestic Partner which are paid at least in part by a program or benefit for which the partner qualified because of the domestic partnership.
8. are mentally competent to consent to contract when our domestic partnership began.

(Employee signature)

(Domestic Partner signature)

SECTION TWO

1. I (Employee) understand that my Domestic Partner is eligible for enrollment during open enrollment periods, at the time of my hire or within 30 days of becoming a newly eligible dependent.
2. I (Employee) understand that this Affidavit shall be terminated upon the death of my Domestic Partner or by a change in circumstance attested to in this Affidavit and
3. We agree to provide written notice to the Human Resources if there is any change of circumstances attested to in this Affidavit within 30 days of the change by filing a Statement of Termination of Domestic Partnership what was given to us in the original packet.
4. We understand that neither of us will be eligible for another Domestic Partnership agreement for Benefits with the Aspen Skiing Company for a period of one (1) year from the filing a Statement of Termination of Domestic Partnership and Aspen Skiing Company criteria for a Domestic Partnership has been met.

(Employee signature)

(Domestic Partner signature)

SECTION THREE

1. We understand that the information contained in the Affidavit will be held confidential and will be subject to disclosure only upon express written authorization or as required by law.
2. We understand that a civil action may be brought against us for any losses, including reasonable attorney fees and court costs, because of a willful falsification of information contained in this Affidavit of Domestic Partnership.
3. We understand that a domestic partnership may or may not create certain legal and tax rights, duties, and/or liabilities, and we are advised to seek individual legal and tax advice.
4. We understand that Aspen Skiing Company provided benefits for the Domestic Partner and Domestic Partner's eligible dependents shall be considered taxable imputed income to the Aspen Skiing Company employee unless such Domestic Partner qualifies as a dependent under § 152 of the Internal Revenue Code.
5. We understand that any portion of the employee-paid premium for medical, dental and vision that pays for coverage of the Domestic Partner and Domestic Partner's eligible dependents are not eligible pre-tax contributions unless such Domestic Partner qualifies as a dependent under § 152 of the Internal Revenue Code.
6. We understand that non-reimbursable health care expenses of a Domestic Partner and Domestic Partner's eligible dependents are not eligible pre-tax expenses and cannot be reimbursed out of the employee's § 125 flexible spending account. This does not apply to a Domestic Partner or Domestic Partner's eligible dependents if the Domestic Partner qualifies as a dependent under § 152 of the Internal Revenue Code.
7. We understand that, in addition to the eligibility requirements of Aspen Skiing Company for Domestic Partner coverage, there are terms and conditions of coverage set forth in the Evidence of Coverage of each medical care plan offered through Aspen Skiing Company to which we agree to be bound.
8. We understand that willful falsification of information contained in this Affidavit may result in our termination of enrollment by the health, dental and/or vision care plan that we select for coverage, and may lead to employee discipline, including termination.
9. We also certify under penalty of perjury under the laws of the State of Colorado that the foregoing is true and accurate to the best of our knowledge.
10. We acknowledge that we have received a photo copy of this Affidavit and have provided at least two of the following documents:
 - common ownership of real property or a common leasehold interest in such property;
 - community ownership of a motor vehicle;
 - a joint bank account or a joint credit account;
 - reciprocal designation as a beneficiary for life insurance or retirement benefits or under your partner's will;
 - assignment of a durable power of attorney or health care power of attorney

Signature of Employee

Date

Employee Number

Signature of Domestic Partner

Date

Date of Birth

Mailing Address

City, State, Zip Code

State of Colorado	
County of _____	
The foregoing instrument was acknowledged before me this (date) by _____ and _____.	
_____ (Notary's official signature)	
_____ (Commission Expiration)	Notary Seal

HR PROCESSING ONLY

Employee ID _____

Date Received: _____

Date available to employee: _____

HR Initials: _____

Contact information (cell or email): _____

AFFIDAVIT OF TERMINATION OF DOMESTIC PARTNERSHIP

DECLARATION

I _____, file this Termination of Domestic Partnership to revoke
Employee's Name (please print)
the Affidavit of Domestic Partnership previously filed by me. This relationship ended on
_____. **I understand that I am not eligible to file another Affidavit of Domestic Partnership until twelve (12) months have passed from the date of this Termination of Domestic Partnership, and the Aspen Skiing Company criteria for a new Domestic Partnership has been met.**

I understand that by filing this Termination of Domestic Partnership my former domestic partner may no longer be eligible for benefits in which he/she were formerly enrolled or eligible for. This ineligibility also extends to the legal dependents of my former domestic partner.

My former domestic partner's name, current address and date of birth is:

_____ Date of Birth: _____
First, MI, Last Name

Current Address: _____

ACKNOWLEDGEMENTS

1. I have provided this information in this Affidavit of Termination for the sole purpose of ending the Domestic Partnership benefits.
2. I further understand that any false or misleading statements made in order to receive benefits for which I do not qualify may subject the Employee/Insured to disciplinary action.
3. I understand that my former domestic partner with whom I filed the aforementioned Affidavit of Domestic Partnership will not be eligible for continuation of medical insurance benefits with Aspen Skiing Company.
4. I have communicated this information to my former Domestic Partner.

Employee Signature: _____

Date: _____

Employee Number: _____

Date received in HR: _____

HR Initials: _____