

AFFIDAVIT AND DECLARATION OF DOMESTIC PARTNERSHIP FOR ENROLLMENT IN PLAN

We, the undersigned, acknowledge receipt of the Rules of Eligibility for domestic partners as established by the Board of Trustees of the Teamsters Local Union No. 856 Health and Welfare Fund (hereinafter "Fund"), we have reviewed those Rules and understand the limitations on initial eligibility and continuing eligibility contained therein and acknowledge that the Board of Trustees of the Fund has the authority to amend those rules.

We declare under penalty of perjury:

1. We are both eighteen (18) years of age or older.
2. We share a close personal relationship and are responsible for each other's common welfare.
3. We are each other's sole domestic partner.
4. Neither of us is married nor have we had another domestic partner within the prior twelve (12) calendar months.
5. We are not related by blood to an extent that would bar our marriage on the State of California,
6. We share the same regular permanent residence with the intent to do so indefinitely.
7. We have agreed to be responsible for each other's basic living expenses which are the cost of basic food, shelter and any other expense of a domestic partner.
8. We are at this time competent to consent to a contract of domestic partnership and were so mentally competent. When our domestic partnership commenced.
9. We understand and acknowledge that the domestic partner does not have rights to continuing coverage under the COBRA program established by the Fund.
10. We understand that under applicable federal and state income tax law, coverage afforded the non-employee domestic partner may result in additional imputed taxable income to the employee and may result in possible withholding of payroll taxes (including income and Social Security taxes) on such additional imputed taxable income

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11. We acknowledge that in no event shall the dependents of an eligible dependent domestic partner, other than the employee, be deemed eligible dependents under the Plan.
12. Each of us understands that if either of us has made a false statement regarding either of our qualification as a domestic partner or has failed to comply with the Rules of the Fund and the Fund suffers any loss thereby, the Fund may bring civil action against either or both of us to recover its losses, including reasonable attorneys' fees and court costs or at its sole option, may offset prospective benefits properly payable to either of us in order to recover such loss.
13. Each of us understands that in addition to the eligibility requirements of the Fund related to domestic partner coverage, there are other Rules applicable to eligibility which shall govern our initial and continuing eligibility for benefits and that there are provisions within the provider agreements that the Fund has entered into in order to supply benefits which may limit various rights; for example and without limitation, (1) a requirement that each of us arbitrate any and all claims, including malpractice claims against the health plan we choose and its related organizations and providers; and (2) the right of the health care plan selected to terminate coverage on the grounds set forth in the service agreements, including, without limitation, termination due to fraud or misrepresentation of eligibility. By executing this Declaration, each of us agrees to be bound by the terms and conditions of coverage of the health care plan selected, as set forth in the applicable service agreement.
14. Each of us agrees to immediately notify the Fund in writing if we terminate our domestic partnership and acknowledge that we shall both be responsible for all losses to the Fund, including reasonable attorneys' fees and court costs, should either of us fail to so notify the Fund.
15. We understand that it is a federal crime to make a material misrepresentation to the Fund in order to secure coverage.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Affidavit and Declaration of Domestic Partnership was executed on _____, 20__, at _____, California.

Signature

Signature

Print Name

Print Name

(Notarization Seal)

Notary Public