

# APPLICATION TO DISBURSE BENEFIT

## MARRIED AND DOMESTIC PARTNER TUITION BENEFIT



I, (Print Name) \_\_\_\_\_ have previously applied and been accepted for the Married and Domestic Partner Tuition Benefit under the status of:  Married  Qualified Domestic Partnership

I am enrolled in my 12th class-level quarter at Life University, and hereby submit this application for disbursement of the accumulated benefit of the Married and Domestic Partner Tuition Benefit.

I understand that this benefit is not retroactive, and that upon dissolution of a benefit-approved marriage or domestic partnership, a Termination of Qualified Relationship form must be filed with the Office of Financial Aid within 30 days, and at that time I will cease to qualify for this benefit, but will retain any accumulated benefit.

**I also understand that any fraudulent action, statement or document provided to qualify for or receive this benefit may be cause for Life University to pursue legal action, against both named individuals, to recover any loss including reasonable attorney's fees.**

**My qualified relationship is in good standing and I am applying for benefit disbursement. Included with this application is all required documentation.**

My co-accepted partner is:

Print Name \_\_\_\_\_ LIFE Student ID # \_\_\_\_\_

My qualified relationship status is:

**Domestic Partnership**

A qualified domestic partnership is one where the individuals involved are the same sex, in a committed relationship with each other, reside together, are financially interdependent upon each other, share the common necessities of life.

The partners must complete and both sign a "Life University Agreement and Affidavit of Domestic Partnership" form, which must be notarized, in order to qualify for the benefit.

In addition, the partners must provide the documentation noted in one of the following two options:

**OPTION 1: Provide both of the following documents.**

A copy of a state or locally issued registration of domestic partnership.

A copy of a joint lease or mortgage (proof of shared residence).

Alternative: a copy of a bill registered to either or both individual (for the same address) AND a statement from a joint banking account.

**OPTION 2: Provide three (3) of the following documents.**

A copy of a joint bank account or credit card statement.

A copy of a joint utility statement (gas, electric, cell phone, cable).

A copy of a designation of partner as insurance beneficiary.

A copy of a durable power of attorney with partner designated.

A copy of a last will and testament, designating partner as beneficiary.

**Married Couple**

A married couple is one where the individuals are the opposite sex, legally married, in a committed relationship with each other, reside together, are financially interdependent upon each other, share the common necessities of life.

# APPLICATION TO DISBURSE BENEFIT MARRIED AND DOMESTIC PARTNER TUITION BENEFIT



- The couple must provide a copy of their state marriage certificate.
- In addition, the couple must provide two of the following documents:
  - A copy of a joint lease or mortgage (proof of shared residence).
  - A copy of a joint bank account or credit card statement.
  - A copy of a joint utility bill.
  - Copies of Driver's License with the same address.

**I am applying for benefit disbursement based on benefit accumulated prior to the termination of my qualified relationship. I have filed a Notice of Termination of Qualified Relationship with the Office of Financial Aid.**

I understand the benefit disbursement is not automatic, and the DC enrolled individual must submit a separate Application to Disburse Benefit.

I confirm that during the time I have been qualified for this benefit, both my partner and I were continuously enrolled full-time in the DC program, an Undergraduate Bachelor's program or a Master's program and my marriage/qualified domestic partnership has been in good standing.

I understand that 50% of the accumulated benefit will be disbursed as a tuition remission in the 13th class-level quarter and the remaining benefit balance will be disbursed as a tuition remission in 14th class-level quarter I am enrolled at Life University.

Signature 1 \_\_\_\_\_ LIFE Student ID # \_\_\_\_\_

Signature 2 \_\_\_\_\_ LIFE Student ID # \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appear before me the above named \_\_\_\_\_

and \_\_\_\_\_,

personally known to me, who, being duly sworn, depose and say that they executed the above instrument and that the statements contained therein are true and correct to the best of their knowledge and belief.

Subscribed and sworn to me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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**For use by Office of Financial Aid only:**

Date/quarter application received \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

# LIFE UNIVERSITY AFFIDAVIT OF DOMESTIC PARTNERSHIP



We, Name (please print) \_\_\_\_\_ ,

and Domestic Partner Name (please print) \_\_\_\_\_ certify:

1. Each of us is at least eighteen (18) years of age or older and is mentally competent to consent to this Affidavit of Domestic Partnership.
2. Neither of us is legally married to, legally separated from, or a Domestic Partner of another person under either statutory or common law.
3. Neither of us has had a different Domestic Partner within the past six (6) months, unless the previous domestic partnership terminated as the result of death.
4. We are not related by blood or a degree of closeness that would bar marriage under the laws of our state of residence.
5. We share the same principal residence, have been residing together for at least six (6) continuous months immediately prior to filing this affidavit, and intend to do so indefinitely.
6. We are not engaged in this relationship solely for the purpose of obtaining benefit coverage.
7. We are a close, committed, and exclusive personal relationship with each other, are jointly responsible for each other's common welfare and financial obligations, and we intend to continue this relationship for the indefinite future.
8. We understand that Domestic Partners are subject to the same rules governing all other employees' dependents that are covered by, or are applying for the benefit.
9. We meet the eligibility requirements set forth under the definition of Domestic Partner. We understand that we must notify the employer of any change in our meeting the eligibility requirements and that failure to continue to meet the conditions of eligibility will result in termination of coverage for the Domestic Partner.
10. We understand that any person, employer or company who suffers any loss because of false statements contained in this Affidavit of Domestic Partnership may bring a civil action against us to recover their losses, including reasonable attorney fees.
11. We agree to notify the employer of the termination of our Domestic Partnership within thirty (30) days. We understand that a copy of the termination will be mailed to the other partner unless both signatures are on the written notification.
12. We understand that coverage of the Domestic Partner will terminate on the date the relationship ends.
13. We understand that after a signed Statement of Termination of Domestic Partnership has been filed with the employer and another Affidavit of Domestic Partnership cannot be filed for at least six (6) months, unless the termination was the result of the death of the Domestic Partner.
14. We understand that the I.R.S. recognizes Domestic Partners as dependents only when: (1) the Domestic Partner is not related to the employee; (b) the Domestic Partner receives more than half of his or her financial support in a calendar year from the employee; (c) the Domestic Partner's principal abode is the employee's home and the Domestic Partner is a member of the employee's household; and (d) the relationship between the employee and the Domestic Partner does not violate state law.

# LIFE UNIVERSITY AFFIDAVIT OF DOMESTIC PARTNERSHIP



15. We provide the information in this affidavit to be used for the sole purpose of determining our eligibility for Domestic Partnership benefits. We also understand that this information will be held confidential and will be subject to disclosure only upon our express written authorization or pursuant to a court order.

16. We affirm, under penalty of perjury, that the statements in this affidavit are true to the best of our knowledge.

**There are tax consequences for Domestic Partner benefits that may differ from the taxation of benefits for legally married individuals or legal dependents. If the Domestic Partner does not qualify as a dependent under Section 152 of the Internal Revenue Code, the benefit derived by the non-employee Domestic Partner will be included in the gross income of the employee. Please seek the advice and consultation of your tax advisor for more detailed information.**

Employee Name (Print) \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's Date of Birth \_\_\_\_\_

Employee's Social Security No. \_\_\_\_\_

Domestic Partner Name (Print) \_\_\_\_\_

Domestic Partner Signature \_\_\_\_\_ Date \_\_\_\_\_

Domestic Partner's Date of Birth \_\_\_\_\_

Domestic Partner's Social Security No. \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appear before me the above named \_\_\_\_\_

and \_\_\_\_\_,

personally known to me, who, being duly sworn, depose and say that they executed the above instrument and that the statements contained therein are true and correct to the best of their knowledge and belief.

Subscribed and sworn to me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Stamp Seal Here