



## AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, \_\_\_\_\_ (“Team Member”) and \_\_\_\_\_ (“Domestic Partner”) each declare that we are Domestic Partners and certify that our Domestic Partnership meets each and every one of the following criteria:

- a. The Team Member and the Domestic Partner intend to remain in a Domestic Partnership with each other indefinitely.
- b. The Team Member and the Domestic Partner have resided together for at least six (6) continuous months prior to the date of this affidavit and intend to reside together indefinitely.
- c. The Team Member and the Domestic Partner are and agree to be jointly and severally responsible for each other’s basic living expenses incurred in the Domestic Partnership.
- d. Neither the Team Member nor the Domestic Partner is married or a member of another Domestic Partnership.
- e. The Team Member and the Domestic Partner are not related by blood in a way that would prevent them from being married to each other.
- f. The Team Member and the Domestic Partner are both at least 18 years of age and mentally competent to contract.
- g. The consent to the Domestic Partnership by the Team Member or the Domestic Partner has not been obtained by force, duress or fraud.
- h. The Team Member and the Domestic Partner hereby agree to sign and file with Diamond Resorts International® any and all declarations of Domestic Partnership and/or verifications of eligibility as the Company may from time to time prescribe.
- i. The Team Member and the Domestic Partner are jointly responsible for each other’s common welfare and share financial obligations and agree to provide evidence of joint responsibility. Joint responsibility may be demonstrated by the existence of either (check I or II):
  - \_\_\_\_\_ I. A civil union licensed under state law (civil union is defined as a legally recognized union between same sex partners), OR a State filed Declaration of Domestic Partnership, OR
  - \_\_\_\_\_ II. All three of the following documents:
    - \_\_\_\_\_ A. Domestic Partnership Affidavit or Relationship Contract.
    - \_\_\_\_\_ B. Joint mortgage joint lease or joint ownership of primary residence.
    - \_\_\_\_\_ C. And one of the following:
      - \_\_\_\_\_ 1. Joint ownership of motor vehicle.
      - \_\_\_\_\_ 2. Joint checking account.
      - \_\_\_\_\_ 3. Joint credit account.

We understand that Domestic Partners are subject to other eligibility provisions of the Diamond Resorts International® benefit plans. For example, new Team Members, birth or adoption of children, marriages, and Domestic Partnership are all subject to a thirty-one (31) day enrollment period limit from the date of eligibility. No individual may have coverage as both a Team Member and a dependent or as a dependent of two individuals covered under the health plan.

To the extent that coverage for a Domestic Partner is financed by Diamond Resorts International®, the Team Member is taxed on the fair market value of the coverage. Fair market value is based on what the Team Member’s cost would have been at group rates. The value of the coverage must be reported as income on the Team Member’s W-2 Form and Diamond Resorts International® must withhold FICA on that imputed income. Nontaxable health coverage can only be provided to a Team Member’s legal spouse or dependent as defined under Sec. 152 of the Internal Revenue Code.

The Team Member agrees to notify Diamond Resorts International® in writing within thirty-one (31) days of any termination of our Domestic Partnership. A written termination statement shall affirm that the partnership is terminated and that a copy of the termination statement has been mailed to the other partner.

We certify that the foregoing is true and correct. We, the undersigned Team Member of Diamond Resorts International® (and its affiliates) and the Domestic Partner, understand that falsification of information contained in this Affidavit may lead to disciplinary action, up to and including immediate termination of employment, and may subject us to civil action to recover any losses, including reasonable attorney's fees, in addition to an obligation to repay benefits received.

**Note: Signing of this Affidavit may affect important legal rights. Please consult your attorney.**

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**Attn: Team Member**

\_\_\_\_\_  
**Signature of Team Member**

\_\_\_\_\_  
Date

Certified, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

STATE OF: \_\_\_\_\_

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

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

[SEAL]

My commission expires: \_\_\_\_\_

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**Attn: Domestic Partner**

\_\_\_\_\_  
**Signature of Domestic Partner**

\_\_\_\_\_  
Date

Certified, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

STATE OF: \_\_\_\_\_

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

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

[SEAL]

My commission expires: \_\_\_\_\_

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The Affidavit and accompanying documentation have been reviewed.

Eligibility: \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved

\_\_\_\_\_  
Signature of Benefits Administrator

\_\_\_\_\_  
Date