



## Affidavit of Domestic Partnership

**Important Notice:** You should seek legal advice before signing this affidavit to ensure that you understand the possible legal implications of this acknowledgment of a domestic partner relationship.

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### SECTION 1: DOMESTIC PARTNERSHIP REQUIREMENTS

We hereby affirm, under penalty of perjury, that we satisfy **all** the following requirements as domestic partners:

1. We are at least 18 years old;
2. We share a close personal relationship and are responsible for each other's welfare;
3. We are each other's sole domestic partner, and intend to remain so indefinitely;
4. We have shared the same legal residence in an exclusive relationship for at least 12 months;
5. We are not related by blood or affinity in a way that would disqualify us from marriage under the laws of the state of \_\_\_\_\_ if we were opposite sexes;
6. We are not married to, or in a domestic partnership with, any other person;
7. We are legally competent to contract; and
8. We share sufficient financial and legal obligations.

We also certify that two or more of the following exist as evidence of joint responsibility for basic financial obligations:  
(Check items that apply)

- Joint housing lease, mortgage, or deed at least 12 months prior to the date of this affidavit;
- Joint ownership of a motor vehicle;
- Joint checking or savings account;
- Designation of the partner as a primary beneficiary of the Team Member's life insurance, retirement benefits, or residuary estate under a will; or
- Designation of the partner as holding a durable power of attorney for health care decisions regarding the employee.

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### SECTION 2: OTHER REQUIRED INFORMATION

1. Address where you and your domestic partner reside:

\_\_\_\_\_

2. Date your domestic partnership began: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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### SECTION 3: CHANGE IN DOMESTIC PARTNERSHIP

1. We have an obligation to notify Michaels Stores Inc. by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Declaration that would terminate this Declaration (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify Michaels Stores Inc. within thirty-one (31) days of such change.
2. We understand that termination of this coverage (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends as indicated on the Declaration of Termination of Domestic Partnership, providing coverage has not otherwise terminated due to standard policy provisions.

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**SECTION 4: DECLARATION OF DOMESTIC PARTNERSHIP**

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorneys' fees and costs) due to any false statement contained in this Declaration or for failure to notify Michaels Stores Inc. of changed circumstances as required in Section 3 above. I, the undersigned employee, further understand that falsification of information in this Declaration, or failure to notify Michaels Stores Inc. of changed circumstances pursuant to Section 3 above, may lead to disciplinary action against me, including discharge from employment.
2. We have provided the information in this Declaration for use by Michaels Stores Inc. for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that Michaels Stores Inc. is not legally required to extend any such benefits. We understand that this information provided in this Declaration will be treated as confidential by Michaels Stores Inc. but will be subject to disclosure; a) upon the express written authorization of the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.
3. We understand that this Declaration may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration we should seek competent legal advice concerning such matters.
4. We declare that the statements in this document are true and correct. We have read and understand the terms and conditions contained in this affidavit. We understand that any misrepresentation of fact can result in loss of coverage and liability for incorrect insurance benefit payments.

Name of Team Member (please print) \_\_\_\_\_

Team Member ID Number: \_\_\_\_\_

Team Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of domestic partner: (please print) \_\_\_\_\_

Domestic Partner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**SECTION 5: NOTARIZATION**

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

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, before me \_\_\_\_\_. Personally appeared \_\_\_\_\_ &

\_\_\_\_\_, personally known to be (or proved to me on the basis of satisfactory evidence) the

persons whose names are subscribed to this instrument and acknowledge that they executed this Affidavit.

[SEAL]

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

\_\_\_\_\_  
Commission Expiration Date