

## Affidavit – The Hertz Custom Benefit Program

A signed, notarized affidavit is required to obtain domestic partner benefits. Please read this form in its entirety before signing. It is advisable to consult with a personal attorney and tax consultant prior to enrolling.

### AFFIDAVIT FOR DOMESTIC PARTNERSHIP BENEFITS

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

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

Each of the undersigned persons, namely, \_\_\_\_\_ (print name), and \_\_\_\_\_ (print name), having been duly sworn, does for himself or herself solemnly declare the following under oath:

- 1 I am over the age of 18, of legal age, and mentally competent to enter into contracts.
- 2 I have joint responsibility, with the other person named above for his or her welfare and financial obligations.
- 3 I reside in the same household as the other person named above.
- 4 I have had a committed relationship with the other person named above for no less than 6 (six) months; I intend to continue such relationship indefinitely; and I have no such relationship with anyone other than that person.
- 5 I am not related by blood to the other person named above to a degree of kinship that would prevent a marriage between us from being recognized under the law of \_\_\_\_\_ (the state in which we reside).
- 6 I am not married to any other third party.

\_\_\_\_\_  
Signature of the first person named above

\_\_\_\_\_  
Signature of the second person named above

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

Note: TWO IDENTICAL ORIGINALS OF THIS AFFIDAVIT SHOULD BE EXECUTED, AND EACH OF THE ABOVE-NAMED INDIVIDUALS SHOULD RECEIVE AND RETAIN ONE OF THEM.

This document, in duplicate originals, has been signed and sworn to me by \_\_\_\_\_ and \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Notary Public in and for the

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

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

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

NOTICE:

Some courts may interpret the AFFIDAVIT FOR DOMESTIC PARTNERSHIP BENEFITS as creating (or evidencing the creation of) legally enforceable rights and obligations between two attesting parties. These may include, for example, community property rights, and/or obligations to make support payments. They may include rights and obligations that apply during the period of domestic partnership, and/or rights and obligations that apply after a termination of domestic partnership.

- 1 Enrollment of a domestic partner as one's beneficiary under a benefit plan, and/or payments of benefits by the plan with respect to such beneficiary, may give rise to tax liabilities on the part of the plan participant and/or a surviving domestic partner. It may also result in tax withholding and/or income reporting by the Company or its delegate. Consequences may vary from case to case, depending, for example, on which laws apply and/or on whether the domestic partner is a "dependent" of the plan member under applicable law.
- 2 The Company benefit plans may utilize this AFFIDAVIT FOR DOMESTIC PARTNERSHIP BENEFITS signed by two parties, and/or an AFFIDAVIT FOR TERMINATION OF DOMESTIC PARTNERSHIP BENEFITS signed by either party, in determining eligibility for plan coverage and in deciding whether or not to pay/provide benefits. If it is determined by the plan, that the plan's criteria defining eligible domestic partners are no longer met, eligibility for coverage under the plan will end as specified in the applicable provisions of the plan.
- 3 By enrolling in or accepting payment of domestic partner benefits under such a plan (either as plan member or as a domestic partner of a plan member), you represent to the plan that the assertions made by you in the AFFIDAVIT FOR DOMESTIC PARTNERSHIP BENEFITS, are true, and you obligate yourself to:
  - a) Provide a copy of the signed and notarized AFFIDAVIT FOR DOMESTIC PARTNERSHIP BENEFITS to the Corporate Employee Benefits Department;
  - b) Promptly inform The Corporate Employee Benefits Department if you become aware that any part of the AFFIDAVIT FOR DOMESTIC PARTNERSHIP BENEFITS is not true; and
  - c) Within thirty-one (31) days after any change in circumstance which makes any part of the AFFIDAVIT FOR DOMESTIC PARTNERSHIP BENEFITS not accurate, execute and send to the Corporate Employee Benefits Department an AFFIDAVIT FOR TERMINATION OF DOMESTIC PARTNERSHIP BENEFITS, attesting to the change in circumstances and the date the change occurred, and affirming your mailing of a copy to the other person if still living.
- 4 Knowingly providing false, deceptive, or misleading information to the benefit plan or deceptive or misleading omission of information may result in termination of employment, loss of plan coverage, civil litigation, and/or criminal prosecution.
- 5 The Company reserves the right, at its discretion, to amend, change, or terminate any of its benefit plans, programs, practices or policies, at any time, as the Company requires.