



## ***City of Petaluma, California*** **Establishing Domestic Partnership Registration**

### **I. DESCRIPTION**

The City of Petaluma has administrative procedures, adopted June 17, 1999, for a Domestic Partners Registry. This registration provides unmarried couples with a vehicle to formally declare and record their self-described status as domestic partners and to obtain written certification.

The Affidavit of Domestic Partnership form must be signed by both parties and each, in signing, attests to certain facts including a declaration of responsibility by the signing parties for their common welfare. The Affidavit form must be filed in person by one of the parties with the City Clerk's Office. The fee to establish a Domestic Partnership Registration is \$65.00, payable at the time of registration.

It should be noted that this Affidavit of Domestic Partnership may have potential legal implications under California law, which has recognized that unmarried cohabitating couples may privately contract with respect to the financial obligations of their relationship. Questions, if any, regarding the potential legal effects of signing the Affidavit of Domestic Partnership should be referred to an attorney.

### **II. DOMESTIC PARTNERSHIP DEFINED**

Two persons may declare that a "domestic partnership" exists between them, regardless of their gender, and each of them shall be the "domestic partner" of the other if they both complete, sign and cause to be filed with the City Clerk and "Affidavit of Domestic Partnership" attesting to the following:

1. The two parties must live together.
2. The two parties must either live within the city limits of Petaluma, or at least one of them must work substantially full time within the city limits.
3. If the domestic partnership registration is made on the basis of employment within the city limits, it is the two parties' responsibility to notify their employer(s) of the registration. If the partnership is terminated, it is the parties' responsibility to inform their employer(s) of same.
4. The two parties must agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
5. The two parties must be eighteen years of age or older.
6. Neither party may be married or a member of another domestic relationship.
7. The two parties are not related by blood so closely as to bar marriage in the State of California and are mentally competent to consent to contract.

8. The two parties are each other's sole domestic partner and intend to remain so indefinitely and are responsible for their common welfare.
9. The two parties agree to file a Statement of Termination of Domestic Partnership with the City Clerk if any of the declarations of the Affidavit of Domestic Partnership cease to be true.
10. The two parties understand that the registration of the Affidavit of Domestic Partnership with the City Clerk constitutes a filing of a domestic partnership of continuous duration until either of the parties files a Statement of Termination or upon the death of either of the parties. In case of the death of either party, a Statement of Termination is not required.
11. Neither of the parties has filed a Statement of Termination within the last six (6) months.
12. The two parties understand that they are solely responsible for any and all statements made in an Affidavit of Domestic Partnership, and for any losses or damages caused thereby, and that they will hold the City of Petaluma harmless from any liability arising out of or relating to any Affidavit of Domestic Partnership that is filed with the City of Petaluma.

### **III. TERMINATION OF DOMESTIC PARTNERSHIPS**

A member of a domestic partnership may end said relationship by filing a Statement of Termination of Domestic Partnership with the City Clerk.

In the Statement of Termination, the individual will be required to affirm under penalty of perjury that the partnership is terminated.

### **IV. FILING NEW AFFIDAVITS AFTER TERMINATION**

No individual who has filed an Affidavit of Domestic Partnership may file another such affidavit until six (6) months after a Statement of Termination of Domestic Partnership terminating the previous partnership has been filed with the City Clerk.

### **V. "LIVE TOGETHER" DEFINED**

*"Live together"* means that two people share the same living quarters. It is not necessary that the legal right to possess the quarters be in both of their names. Two people may live together even if one or both have additional living quarters. Domestic partners do not cease to live together if one leaves the shared quarters temporarily. Each person can only have one legal residence, and the Affidavit of Domestic Partnership declares that the two parties have the same legal residence. For further clarification, please seek the advice of an attorney.

Updated 8/2/01



**City of Petaluma, California**  
**Affidavit of Domestic Partnership Registration**

We declare under penalty of perjury:

Fee: \$65.00

1. We live together and share the common necessities of life.
2. We either live in Petaluma, or at least one of us works substantially full time in Petaluma.
3. We are jointly responsible for basic living expenses of each other.
4. We are not married to anyone.
5. We are at least eighteen (18) years of age or older.
6. We are not related by blood so closely as to bar marriage in the State of California and are mentally competent to consent to contract.
7. We are each other's sole domestic partner, intend to remain so indefinitely, and are responsible for our common welfare.
8. We agree to file a State of Termination of Domestic Partnership if any of the declarations of the Affidavit of Domestic Partnership cease to be true, within thirty (30) days of the end of the partnership.
9. We understand that if this registration is made on the basis of employment in Petaluma, it is our responsibility to notify our employer(s) of the registration, and if the partnership is terminated, we must also notify our employer(s) of that fact, within sixty (60) days of the termination.
10. We understand that the registration of the Affidavit of Domestic Partnership with the City Clerk creates a domestic partnership of continuous duration until either of us files a Statement of Termination or upon death of either of us. (In case of the death of either party, a Statement of Termination is not required).
11. Neither of us has filed a Statement of Termination within the last six (6) months.
12. We understand that we are solely responsible for any and all statements made in this Affidavit of Domestic Partnership, and for any losses and/or damages caused thereby, and that we will hold the City of Petaluma harmless from any liability arising out of or relating to any statement made into his Affidavit of Domestic Partnership.

WE DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT.

<b>Signature</b>			
<b>Print Name</b>		<b>Date</b>	
<b>Signature</b>			
<b>Print Name</b>		<b>Date</b>	
<b>Address</b>			

Updated 8/2/01



**City of Petaluma, California**  
**Termination of Domestic Partnership Registration**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE STATEMENTS BELOW ARE TRUE AND CORRECT.

That the partnership between:

and

terminated on \_\_\_\_\_, 20 \_\_\_\_\_

This notice must be filed with the City Clerk's Office within thirty (30) days of the end of the Domestic Partnership. At least one of the partners in the Domestic Partnership must sign this notice. The person who signs this notice must send a copy to the other partner by mail, or deliver it in person. If your Domestic Partnership Registration was made on the basis of employment in Petaluma, it is your responsibility to notify your employer(s) within sixty (60) days of the Termination of Partnership.

<b>Signature</b>	
<b>Print Name</b>	
<b>Address</b>	

<b>Signature</b>	
<b>Print Name</b>	
<b>Address</b>	

Updated 8/2/01