

# Domestic Partner Policy & Agreement

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**Policy** To be eligible for coverage as a domestic partner in a Chipotle Mexican Grill, Inc. (“Chipotle”) employee benefit program, you and your same-sex domestic partner must satisfy the rules and requirements of this Domestic Partner Policy & Agreement (unless a state insurance law that applies to your coverage requires that other rules apply and you satisfy those rules). All Chipotle employee benefit coverage, including coverage for a domestic partner, is subject to the rules, conditions and restrictions that apply pursuant to the governing plan document(s), including the summary plan description (“SPD”) and any applicable insurance policy or certificate. Contact Chipotle to request copies of the plan documents that apply to your coverage.

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**Enrollment & Effective Date** Follow the normal Chipotle enrollment procedure for enrolling your domestic partner in coverage. Before your domestic partner’s coverage can become effective, this completed Agreement must be returned to the Wazee Benefits Team by faxing to 303-222-2515 or mailing to Chipotle Mexican Grill, Inc., Wazee Benefits Team, 1543 Wazee St., Ste. 200, Denver, CO 80202. If you are a new hire, coverage for your domestic partner can usually become effective on the same date as your coverage. If you enroll your domestic partner mid-year, coverage can usually become effective on the first day of the month following the date of the mid-year enrollment.

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**Agreement** We, \_\_\_\_\_ and \_\_\_\_\_,  
(Employee Name—Print) (Domestic Partner Name—Print)

(collectively, “We”) individually and collectively, hereby certify to Chipotle that:

1. We affirm that our domestic partnership began on or about \_\_\_\_\_.
2. We have cohabitated and resided together as domestic partners in the same household for the previous six (6) months and intend to do so indefinitely.
3. We are not related by blood to a degree that would prohibit a legal marriage in the state in which we reside.
4. We are each at least eighteen (18) years of age and mentally competent to consent to contract.
5. Neither of us is married to or legally separated from anyone else nor had another domestic partner within the prior six (6) months. We are each other’s sole domestic partner and we intend to remain so indefinitely.
6. We are not in this relationship solely for the purpose of obtaining benefits coverage.
7. We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. Our interdependence can be demonstrated by at least three of the following sources. Supporting documentation must be made available upon request. (Please check at least three of the appropriate items):
  - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
  - Common ownership of a motor vehicle.
  - Driver’s licenses listing a common address.
  - Proof of joint bank accounts or credit accounts.
  - Proof of designation as the primary beneficiary for life insurance or retirement benefits, or primary beneficiary designation under a partner’s will.
  - Assignment of a durable property power of attorney or health care power of attorney.
  - Registration of domestic partnership with local government of residence.

Chipotle may request proof of these documents at any time. At least one of the documents must establish that this relationship has been in effect for a minimum of six (6) months. No more than one document from each of the categories may be allowed. The documents must clearly refer to you and your named domestic partner.



**Dependent Children of Domestic Partner**

We understand that dependent children of a domestic partner may be eligible for certain coverage, including group health coverage, when they are:

- Unmarried,
- Primarily dependent on the employee and domestic partner for financial support, and
- Meet all other eligibility requirements for the coverage (for example, age and/or student status), as described in the plan documents governing such coverage.

**Termination of Domestic Partnership**

We each agree that the employee or the domestic partner will notify Chipotle if our domestic partnership terminates (or we otherwise fail to meet the requirement for domestic partnership status as attested to in this Agreement) by submitting to Chipotle a completed Termination of Domestic Partnership form within thirty one (31) days of such change. We understand that coverage for a domestic partner will end as described in the governing plan document(s), including the summary plan description (SPD) and any insurance policy or certificate that applies to our coverage. We each agree to timely mail the other partner a copy of any Termination of Domestic Partnership form submitted to Chipotle. COBRA continuation benefits may be available to a former domestic partner, provided that a forwarding address is provided to Chipotle for the former domestic partner. A new domestic partnership cannot be created until six months after the previous domestic partnership ends.

**Acknowledgment**

We each understand that these statements are given for the sole purpose of establishing eligibility for benefits. We further understand that any false statement made in this Agreement or failure to notify Chipotle of a termination of the domestic partnership, whether or not made with the intent to deceive, may result in the loss of eligibility for the employee and/or the domestic partner, the voiding of coverage, a civil action against the employee and/or the domestic partner to recover any resulting loss, and/or disciplinary action against the employee, including termination of employment.

1. We each understand and agree that coverage under any Chipotle employee benefit plan is subject to the rules, conditions and restrictions that apply pursuant to the governing plan document(s), including the SPD and any insurance policy or certificate that applies to such coverage.
2. We understand that information provided in this Agreement will be treated as confidential by Chipotle but is subject to disclosure as permitted by law, including for purposes of benefits administration and upon the undersigned employee's written authorization.
3. We each understand that there may be legal and tax consequences associated with our execution of this document and our participation in or coverage under certain benefit programs and that we should seek appropriate legal and tax advice. Certain tax consequences are highlighted in Chipotle's Domestic Partner Tax Implications document, available at *Public Folders/All Public Folders/Store-Staff Stuff/Benefits*.
4. We each affirm, under penalty of perjury, that the statements made in this Agreement are true and correct to the best of our knowledge, information and belief, and that consent of each party to the domestic partner relationship was not obtained by force, duress or fraud.

**Employee Information**

Name (print)	Birth Date	Social Security Number
Signature		Date of Signature

**Domestic Partner Information**

Name (print)	Birth Date	Social Security Number
Signature		Date of Signature

**Joint Information**

Mailing Address	City, State	Zip Code
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Revised 10/06

**Dependent  
Children  
Information**

Child's Name (First, Last, MI)	Social Security Number	Gender	Date of Birth

**Notary Witness** STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, a Notary Public in and for the said County and State, the within named \_\_\_\_\_ and \_\_\_\_\_, the affiants, who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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