

108 (5) Nothing in this article shall be construed to create evidence of a party's intent to form a common law marriage
109 or other union.

110 (6) Execution of a designated beneficiary agreement shall in no way impede the ability of individuals to make
111 specific determinations as to any or all of the matters specified in this article by acting through superseding legal documents
112 or other contracts or instruments.

113 (7) In the event that a superseding legal document is found to be invalid or unenforceable, the designated
114 beneficiary agreement shall control despite the attempt to supersede its provisions.

115 Section 6. Statutory form of a designated beneficiary agreement.

116 (1) The following statutory form shall be the standard form for a designated beneficiary agreement:

Disclaimer

Warning: while this document may indicate your wishes, certain additional documents may be needed to protect these rights.

This designated beneficiary agreement is operative in the absence of other estate planning documents and will be superseded and set aside to the extent it conflicts with valid instruments such as a will, power of attorney, or beneficiary designation on an insurance policy or pension plan. This designated beneficiary agreement is superseded by such other documents and does not cause any changes to be made to those documents or designations.

The parties understand that executing and signing this agreement is not sufficient to designate the other party for purposes of any insurance policy, pension plan, payable upon death designation or manner in which title to property is held and that additional action will be required to make or change such designations.

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DESIGNATED BENEFICIARY AGREEMENT

119 We, _____, who resides at _____, referred to as Party A,

120 (Full Name) (Street Address, City, State, Zip)

121 and _____, who resides at _____, referred to as Party B

122 (Full Name) (Street Address, City, State, Zip)

123 herherby designate each other as the other's Designated Beneficiary with the following rights and protections, granted or
124 witwithheld as indicated by our initials:

125 To To **grant** one or more of the rights or protections specified in this form, initial the line to the left of each right or
126 protection you are granting.

127 To **withhold** a right or protection, initial the line to the right of each right or protection you are withholding.

To grant a right or protection, initial:	To withhold a right or protection, initial:
Party A Party B	Party A Party B
<p>_____ The right to acquire, hold title to, own jointly, or transfer inter vivos or at death real</p> <p>_____ or personal property as a joint tenant with me with right of survivorship or as a</p> <p>_____ tenant in common with me;</p>	<p>_____</p> <p>_____</p>
<p>_____ The right to be designated by me as a beneficiary, payee, or owner as a trustee</p> <p>_____ named in an inter vivos or testamentary trust for the purposes of a nonprobate</p> <p>_____ transfer on death;</p>	<p>_____</p> <p>_____</p>
<p>_____ The right to be designated by me as a beneficiary and recognized as a dependent in</p> <p>_____ an insurance policy for life insurance;</p>	<p>_____</p> <p>_____</p>
<p>_____ The right to be designated by me as a beneficiary and recognized as a dependent in a</p> <p>_____ health insurance policy if my employer elects to provide health insurance coverage</p> <p>_____ for designated beneficiaries;</p>	<p>_____</p> <p>_____</p>
<p>_____ The right to be designated by me as a beneficiary in a retirement or pension plan;</p>	<p>_____</p> <p>_____</p>
<p>_____ The right to petition for and have priority for appointment as a conservator,</p> <p>_____ guardian, or personal representative for me;</p>	<p>_____</p> <p>_____</p>
<p>_____ The right to visit me in a hospital, nursing home, hospice, or similar health care</p> <p>_____ facility in which a party to a designated beneficiary agreement resides or is receiving</p> <p>_____ care;</p>	<p>_____</p> <p>_____</p>
<p>_____ The right to initiate a formal complaint regarding alleged violations of my rights as a</p> <p>_____ nursing home patient;</p>	<p>_____</p> <p>_____</p>
<p>_____ The right to act as a proxy decision-maker or surrogate decision-maker to make</p> <p>_____ medical care decisions for me;</p>	<p>_____</p> <p>_____</p>

To grant a
right or
protection,
initial:

Party A Party
B

To withhold a
right or
protection, initial:

Party A Party B

_____ The right to notice of the withholding or withdrawal of life-sustaining procedures for
_____ me;

_____ The right to challenge the validity of a declaration as to medical or surgical
_____ treatment of me;

_____ The right to act as my agent to make, revoke, or object to anatomical gifts involving
_____ my person;

_____ The right to inherit real or personal property from me through intestate succession;
_____ The right to have standing to receive benefits pursuant to the "Workers'
_____ Compensation Act of Delaware";

_____ The right to have standing to sue for wrongful death in the event of my death; and

_____ The right to direct the disposition of my last remains.

128 **ThThis Designated Beneficiary Agreement is effective when received for recording by the recorder of deedsof the**
129 **county in in which one of the designated beneficiaries resides. This Designated Beneficiary Agreement will continue**
130 **in effect until one one of the designated beneficiaries revokes this agreement by recording a Revocation of**
131 **Designated Beneficiary form witwith the recorder of deedsof the county in which this agreement was recorded or**
132 **until this agreement is superseded in parpart or in whole by a superseding legal document.**

133 _____ + _____

134 *Signature of Designated Beneficiary, Party A*

Signature of Designated Beneficiary, PartyB

135 _____

136

Date

Date

137

StaState of Delaware

138

Cocounty of _____

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ThThis document was subscribed, sworn to, and acknowledged

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bebefore me on _____.

[SEAL]

141

My my commission expires: _____.

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SigSignature of Notary Public

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APPLICANT: COMPLETE THIS BOX AT TIME OF ACTUAL submittal to county clerk. *(Leave box blank if submitting form by mail.)*
This Designated Beneficiary form is effective on the date it is received by the County Clerk and Recorder for recording.
This form was received by the County Clerk and Recorder on _____, at _____ o'clock.

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(2) The instructions to each party regarding how to grant or withhold a right or protection by initialing and the

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words "Party A" and "Party B" shall appear at the top of each page of the statutory form above the columns for the initials

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of the designated beneficiaries.

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(3) A designated beneficiary agreement shall be presumed to extend all of the rights and protections listed in the

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statutory form unless the parties to the agreement explicitly exclude a right or protection.

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(4) A party to a designated beneficiary agreement may limit the scope of a designated beneficiary agreement by

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the terms of the agreement or by executing a superseding legal document that controls and supersedes part or all of the

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designated beneficiary agreement.

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Section 7. Recording - duties of the Recorder of Deeds - fee.

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(1) A signed and acknowledged designated beneficiary agreement shall be recorded with the recorder of deeds in

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the county in which one of the parties resides. The designated beneficiary agreement shall be effective as of the date and

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time as received for recording by the recorder. The recorder of deeds may assess a recording fee for recording the

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designated beneficiary agreement in that county, a fee for issuing two certified copies of the designated beneficiary

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agreement that indicate the date and time of recording with the county, and a fee for taking acknowledgments, if applicable.

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The recorder of deeds may require the person recording the designated beneficiary agreement to indicate the mailing

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address to which the original document should be returned after recording.

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(2) The recorder of deeds of the county is encouraged to make available copies of the statutory forms.

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(3) The recorder of deeds of the county shall have the following duties:

- 165 (a) To indicate on the designated beneficiary agreement or a revocation of a designated beneficiary
166 agreement the date and time that it is recorded with the clerk and recorder;
- 167 (b) To issue two certified copies of the recorded designated beneficiary agreement that indicate the date
168 and time of the recording;
- 169 (c) To issue replacement certified copies of a designated beneficiary agreement or a revocation of a
170 designated beneficiary agreement upon payment of a replacement fee.

171 (4) Designated beneficiary agreements and revocations of designated beneficiary agreements shall be considered
172 open records.

173 Section 8. Designated beneficiary agreement - effect on other legal documents.

174 Execution of a designated beneficiary agreement shall not constitute evidence of an intent to revoke a prior will or codicil
175 nor shall it affect any beneficiary designation, transfer, or bequest contained in any other legal documents.

176 Section 9. Affirmation of validity of designated beneficiary agreement.

177 A person exercising rights or protections pursuant to a designated beneficiary agreement shall affirm the validity of a
178 designated beneficiary agreement and disclose any knowledge of any superseding legal documents.

179 Section 10. Reliance - immunity.

180 A third party who acts in good faith reliance on the affirmation of the existence of a valid designated beneficiary agreement
181 shall not be subject to civil liability or administrative discipline for such reliance.

182 Section 11. Revocation of a designated beneficiary agreement.

183 (1) A designated beneficiary agreement that has been recorded with a recorder of deeds may be unilaterally
184 revoked by either party to the agreement by recording a revocation with the recorder of the county in which the agreement
185 was recorded. A revocation shall be dated, signed, and acknowledged. The revocation shall be effective on the date and
186 time the revocation is received for recording by the recorder. The recorder shall issue a certified copy to the party recording
187 the revocation and shall mail a certified copy of the revocation to the last-known address of the other party to the designated
188 beneficiary agreement.

189 (2) The recorder of deeds may assess fees for recording a revocation agreement and issuing two certified copies of
190 the revocation agreement, plus an additional amount to cover the cost of first class postage for mailing a certified copy of
191 the revoked designated beneficiary agreement to the other party.

192 (3) A designated beneficiary agreement shall be deemed revoked upon the marriage of either party. In the case of a
193 common law marriage, a designated beneficiary agreement shall be deemed revoked as of the date the court determines that
194 a valid common law marriage exists.

195 (4) The following statutory form shall be the standard form for a revocation of a designated beneficiary
196 agreement:

197 REVOCATION
198 OF DESIGNATED BENEFICIARY AGREEMENT

199 I (insert your full name), reside at (insert your current address) and I entered into a designated beneficiary agreement on
200 (insert the date) with the following person (insert the other person's name) whose last-known address is in which I
201 designated such person as a designated beneficiary. This designated beneficiary agreement was recorded on (insert the date)
202 in the county of . The indexing file number of the designated beneficiary agreement is . I hereby revoke that designated
203 beneficiary agreement, effective on the date and time that this revocation is received for recording by the clerk and recorder
204 of county.

205 Name _____ Date _____

206 STATE OF DELAWARE

207 County of

208 This document was subscribed, sworn to, and acknowledged before me on date

209 By _____

210 My commission expires

211 [Seal]

212 Notary Public

213 This revocation of beneficiary agreement was recorded in my office on _____, 20__, at _____ o'clock, and,
214 pursuant to section 11, Delaware Revised Statutes, I mailed a copy of this revocation of beneficiary agreement to at the
215 address contained in this revocation of beneficiary agreement.

216 Clerk and Recorder of

217 _____ County

218 By: _____

219 Section 12. Death of a designated beneficiary – effect on designated beneficiary agreement.

220 (1) A designated beneficiary agreement is terminated upon the death of either of the parties to the designated
221 beneficiary agreement; however, a right or power which a designated beneficiary agreement conferred upon a designated
222 beneficiary survives the death of the other designated beneficiary.

223 (2) A party to a designated beneficiary agreement who survives a designated beneficiary may enter into a
224 designated beneficiary agreement with a different person so long as it meets the requirements of this article.

SYNOPSIS

This amendment provides a means for two people to designate each person as the beneficiary of the other person, ensuring that each has certain rights and financial protections, including but not limited to the ability to make health care decisions for each other, right to inherit property from one another even in the absence of a will, and right of visitation in a health care facility based upon a legally recorded Designated Beneficiary Agreement.



DEFEATED

SPONSOR: Rep. Carson

HOUSE OF REPRESENTATIVES
146th GENERAL ASSEMBLY

HOUSE AMENDMENT NO. 9

TO

SENATE BILL NO. 30

1 AMEND Senate Bill 30 at line 289 by inserting after "general provisions." and before the closing quotation mark
2 the following:

3 "§ 218. First Amendment Protections.

4 In accordance with both the Delaware and United States Constitutions, every citizen enjoys freedom of religion,
5 speech, and association; therefore, any member of the clergy, religious organization or society, business, individual, or
6 other entity with a sincerely held religious belief regarding the definition of gender or marriage, shall be immune from civil
7 or criminal liability, regarding their refusal to participate in, endorse, facilitate, or otherwise assist any marriage, marriage
8 ceremony, civil union, civil union ceremony, or other event, reception, or circumstance that conflicts with those sincerely
9 held religious beliefs."

SYNOPSIS

This amendment is necessary to clarify that the bill is not intended to diminish or infringe any constitutional protections that all citizens enjoy and are entitled to under State and Federal law, including the fundamental freedoms of religion, speech, and association.



SPONSOR: Rep. M. Smith & Rep. Schwartzkopf & Rep. Longhurst &
Sen. Sokola & Sen. Blevins
Reps. Barbieri, Baumbach, Bolden, Brady, Heffernan,
Keeley, Kowalko, Mulrooney, Osienski, Ramone, B.
Short, Viola, D.E. Williams, K. Williams; Sens.
McDowell, Peterson, Poore, Townsend

HOUSE OF REPRESENTATIVES
147th GENERAL ASSEMBLY

HOUSE BILL NO. 75

AN ACT TO AMEND TITLE 13 OF THE DELAWARE CODE RELATING TO DOMESTIC RELATIONS TO
PROVIDE FOR SAME-GENDER CIVIL MARRIAGE AND TO CONVERT EXISTING CIVIL UNIONS TO CIVIL
MARRIAGES.

WHEREAS, it is the intent of the Delaware General Assembly to establish civil marriage equality for all families
by allowing two persons to marry regardless of their genders, to recognize same-gender marriages and substantially similar
legal unions solemnized outside of Delaware as marriages, to convert existing civil unions previously solemnized in
Delaware to civil marriages, and to clarify that persons in a same-gender marriage shall enjoy all the rights, benefits and
protections, and shall be subject to all the same responsibilities, obligations and duties as different-gender married persons
under Delaware law.

NOW, THEREFORE:

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE:

Section 1. Amend §101, Title 13 of the Delaware Code by making insertions as shown by underlining and
deletions as shown by strike through as follows:

§ 101. Void and voidable marriages.

(a) A marriage is prohibited and void between a person and his or her ancestor, descendant, brother, sister,
half brother, half sister, uncle, aunt, niece, nephew, or first cousin ~~or between persons of the same gender~~.

(b) A marriage is prohibited, and is void from the time its nullity is declared by a court of competent
jurisdiction at the instance of the innocent party, if either party thereto is:

(1)-(5) [Repealed.]

(6) Divorced, unless a certified copy of the divorce decree (last decree if such person has been
divorced more than once) or a certificate of such divorce from the clerk of the court granting the divorce is
inspected by the clerk of the peace to whom such person makes application for a marriage license, and
unless such person may in other respects lawfully marry; and, if such decree or certificate cannot be