

1. RULES AND PROCEDURES OF THE BETH DIN OF AMERICA

Preamble

(a) One of the purposes of the Beth Din of America is to provide a forum where adherents of Jewish law can seek to have their disputes resolved in a manner consistent with the rules of Jewish law (halacha) and with the recognition that many individuals conduct commercial transactions in accordance with the commercial standards of the secular society.

(b) These Rules of Procedure are designed to provide for a process of dispute resolution in a Beth Din which are in consonance with the demands of Jewish law that one diligently pursue justice, while also recognizing the values of peace and compromise. This will be done in a manner consistent with the requirements for binding arbitration so that the resolution will be enforceable in the civil courts of the United States of America, and the various states therein.

Section 3 – Choice of Law

(a) In the absence of an agreement by the parties, arbitration by the Beth Din shall take the form of compromise or settlement related to Jewish law (p'shara krova l'din), in each case as determined by a majority of the panel designated by the Beth Din, unless the parties in writing select an alternative Jewish law process of resolution.

(b) The Beth Din will strive to encourage the parties to resolve disputes according to the compromise or settlement related to Jewish law principles (p'shara krova l'din); however, the Beth Din will hear cases either according to Jewish law as it is understood by the arbitrators or compromise (p'shara) alone, if that is the mandate of the parties

(c) The Beth Din of America accepts that Jewish law as understood Beth Din will provide the rules of decision and rules of procedure that govern the functioning of the Beth Din or any of its panels.

(d) In situations where the parties to a dispute explicitly adopt a "choice of law" clause, either in the initial contract or in the arbitration agreement, the Beth Din will accept such a choice of law clause as providing the rules of decision governing the decision of the panel to the fullest extent permitted by Jewish Law.

(e) In situations where the parties to a dispute explicitly or implicitly accept the common commercial practices of any particular trade, profession, or community -- whether it be by explicit incorporation of such standards into the initial contract or arbitration agreement or through the implicit adoption of such common commercial practices in this transaction -- the Beth Din will accept such common commercial practices as providing the rules of decision governing the decision of the panel to the fullest extent permitted by Jewish Law.

(f) Unless otherwise indicated, all references in these Rules to "arbitration" shall refer to dispute resolution utilizing any of these principles and the Rules set forth herein shall be applicable equally to any of these modes of resolution.

2. Copy of First Page of Beth Din Arbitration Agreement (other side)

THE BETH DIN OF AMERICA

BINDING ARBITRATION AGREEMENT

*Instructions for filling out this document may be found on page 4.
It is important that the instructions be carefully read and followed in completing the form.*

THIS AGREEMENT MADE ON THE _____ DAY OF THE MONTH OF _____ IN THE
YEAR 20 __, IN THE CITY/TOWN/VILLAGE OF _____ STATE OF _____

between:

HUSBAND-TO-BE: _____

RESIDING AT: _____

and:

WIFE-TO-BE: _____

RESIDING AT: _____

The parties, who intend to be married in the near future, hereby agree as follows:

- I. Should a dispute arise between the parties after they are married, so that they do not live together as husband and wife, they agree to refer their marital dispute to The Beth Din of the United States of America, Inc. (currently located at 305 Seventh Ave., New York, NY 10001, tel. 212 807-9042, www.bethdin.org), acting as an arbitration panel, for a binding decision.
- II. The decision of the Beth Din of America shall be fully enforceable in any court of competent jurisdiction.
- III. The parties agree that the Beth Din of America has exclusive jurisdiction to decide all issues relating to a *get* (Jewish divorce) as well as any issues arising from this Agreement or the *ketubah* and *tena'im* (Jewish premarital agreements) entered into by the Husband-to-Be and the Wife-to-Be. Each of the parties agrees to appear in person before the Beth Din of America at the demand of the other party.

SECTIONS IV:A & IV:B ARE OPTIONAL

(Parties have the option to select paragraph IV:A(1), IV:A(2) or IV:A(3) (but not more than one of these three paragraphs) regarding adjudication of additional financial issues. In addition, parties have the option to select paragraph IV:B with respect to the adjudication of child related issues. Unless one of these options is chosen, the Beth Din of America will be without jurisdiction to address matters of general financial and parenting disputes between the parties. For more information, see the instructions.)

IV:A(1). The parties agree that the Beth Din of America is authorized to decide all monetary disputes (including division of property and maintenance) that may arise between them. **We choose to have Paragraph IV:A(1) apply to our arbitration agreement.**

Signature of Husband-to-Be _____ Signature of Wife-to-Be _____

IV:A(2). The parties agree that the Beth Din of America is authorized to decide any monetary disputes (including division of property and maintenance) that may arise between them based on principles of equitable distribution law customarily employed in the United States as found in the Uniform Marriage and Divorce Act. **We choose to have Paragraph IV:A(2) apply to our arbitration agreement.**

Signature of Husband-to-Be _____ Signature of Wife-to-Be _____

IV:A(3). The parties agree that the Beth Din of America is authorized to decide any monetary disputes (including division of property and maintenance) that may arise between them based on the principles of community property law customarily employed in the United States as found in the Uniform Marriage and Divorce Act. **We choose to have Paragraph IV:A(3) apply to our arbitration agreement.**

Signature of Husband-to-Be _____ Signature of Wife-to-Be _____

IV:B. The parties agree that the Beth Din of America is authorized to decide all disputes, including child custody, child support, and visitation matters, as well as any other disputes that may arise between them. **We choose to have Section IV:B apply to our arbitration agreement.**

Signature of Husband-to-Be _____ Signature of Wife-to-Be _____

Initials