



BETH DIN OF AMERICA BINDING AGREEMENT

STANDARD
VERSION

This agreement consists of two pages and a notarization page. 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 _____,
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. **Arbitration.** Should a dispute arise between the parties, so that they do not live together as husband and wife, they agree to submit to binding arbitration before the Beth Din of America (currently located at 305 Seventh Avenue, Suite 1201, New York, New York 10001; www.bethdin.org), which shall have exclusive jurisdiction to decide all issues relating to a *get* (Jewish divorce), the *ketubah* and *tena'im* (Jewish premarital agreements) entered into by the Husband-to-Be and the Wife-to-Be, any issues and obligations arising from or in connection with this Agreement (including under paragraphs II, III and VI hereof) and any disputes relating to the enforceability, formation, conscionability, and validity of this Agreement (including any claims that all or any part of this Agreement is void or voidable) and the arbitrability of any disputes arising hereunder.

SECTION II: Financial and Custody Issues. Paragraphs II:A and II:B, regarding additional financial issues and child custody issues, are optional.

II:A. 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, and to utilize principles of equitable distribution in accordance with customary practice, as the Beth Din deems appropriate according to principles of Jewish law, equity and local custom. We choose to have paragraph II:A apply to our arbitration agreement.

Signature of Husband-to-Be _____

Signature of Wife-to-Be _____

II: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 II:B apply to our arbitration agreement.

Signature of Husband-to-Be _____

Signature of Wife-to-Be _____

II:C. The Beth Din of America may consider the respective responsibilities of either or both of the parties for the end of the marriage, as an additional, but not exclusive, factor in determining the distribution of marital property and maintenance, should such a determination be authorized by paragraph II:A or paragraph II:B.

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- III. **Support Obligation.** Husband-to-Be acknowledges that he recites and accepts the following:

I obligate myself to support my Wife-to-Be according to the requirements of Jewish law governing Jewish husbands. Furthermore, I hereby now (me'achshav) obligate myself, in a manner that I cannot exempt myself with any claim of asmachta (unenforceable conditional obligation) or any other claim, to support my Wife-to-Be from the date that our domestic residence together shall cease for whatever reasons at the rate of \$150 per day (calculated as of the date of our marriage, adjusted annually by the Consumer Price Index-All Urban Consumers, as published by the US Department of Labor, Bureau of Labor Statistics) in lieu of my Jewish law obligation of support, as hereinabove cited and circumscribed, so long as the two of us remain married according to Jewish law, even if she has another source of income or earnings. Furthermore, I waive my halakhic rights to my wife's earnings for the period that she is entitled to the above-stipulated sum, and I recite that I shall be deemed to have repeated this waiver at the time of our wedding. I acknowledge that I have now (me'achshav) effected the above obligation by means of a Kinyan (formal Jewish transaction) in an esteemed (chashuv) Beth Din as prescribed by Jewish law.

INITIALS



BETH DIN OF AMERICA BINDING AGREEMENT

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However, this support obligation shall terminate if, despite Husband-to-Be's compliance with the terms of this agreement and the decision or recommendation of the Beth Din of America, Wife-to-Be refuses to appear upon due notice before the Beth Din of America or in the event that Wife-to-Be fails to abide by the decision or recommendation of the Beth Din of America. Furthermore, Wife-to-Be waives her right to collect any portion of this support obligation attributable to the period preceding the date of her reasonable attempt to provide written notification to Husband-to-Be that she intends to collect the above sum. Said written notification must include Wife-to-Be's notarized signature. This support obligation under Jewish law is independent of any civil or state law obligation for spousal support, or any civil or state law imposed order for spousal support, and shall be determined only by the Beth Din of America.

- IV. Opportunity for Consultation. Each of the parties acknowledges that he or she has been given the opportunity prior to signing this Agreement to consult with his or her own rabbinic advisor and legal advisor. Each of the parties further acknowledges that he or she has been fully informed of the terms and basic effect of this Agreement as well as the rights and obligations he or she may be giving up by signing this Agreement. Each of the parties expressly waives, in connection with this Agreement, (i) any right to consult with his or her legal counsel to the extent they have not done so and (ii) any right to disclosure of the property or financial obligations of the other party beyond any disclosures that have been provided. The obligations and conditions contained herein are executed according to all legal and halakhic requirements.
- V. Governing Law. The decision of the Beth Din of America shall be made in accordance with Jewish law (*halakha*) or Beth Din ordered settlement in which the relative equities of the parties' claims are considered in accordance with principles of Jewish law (*peshara krova la-din*), except as specifically provided otherwise in this Agreement.
- VI. Rules, Default Judgment and Costs. The parties agree to appear in person before the Beth Din of America, at a location mutually convenient to the arbitrators and the parties, at the demand of the other party, to cooperate with the adjudication of the Beth Din of America in every way and manner, and to abide by the published Rules and Procedures of the Beth Din of America (available at www.bethdin.org), which are in effect at the time of the arbitration. If either party fails to appear before the Beth Din of America upon reasonable notice, the Beth Din of America may issue its decision despite the defaulting party's failure to appear, and may impose costs and other penalties as legally permitted. Both parties obligate themselves to pay for the services of the Beth Din of America. Failure of either party to perform his or her obligations under this Agreement shall make that party liable for all costs, including reasonable attorney's fees, incurred by one side in order to obtain the other party's performance of the terms of this Agreement.
- VII. Jurisdiction; Enforceability. By execution and delivery of this Agreement, each party consents, for itself and in respect of its property, to the exclusive jurisdiction of the Beth Din of America with respect to the issues set forth in paragraph I. Each of the parties agrees that he or she will not commence any action or proceeding relating to such issues in any court, rabbinical court or arbitration forum other than the Beth Din of America. This Agreement constitutes a fully enforceable arbitration agreement, and any decision issued pursuant to this Agreement shall be fully enforceable in secular court. Should any provision of this Agreement be deemed unenforceable, all other provisions shall continue to be enforceable to the maximum extent permitted by applicable law. As a matter of Jewish law, the parties agree that to effectuate this Agreement they accept now (through the Jewish law mechanism of *kim li*) whatever minority views determined by the Beth Din of America are needed to effectuate the obligations, procedures and jurisdictional mandates contained in this Agreement.
- VIII. Counterparts. This Agreement may be signed in one or more duplicates, each one of which shall be considered an original.

In witness of all the above, the Husband-to-Be and Wife-to-Be have entered into this Agreement.

Signature of
Husband-to-Be

Signature of
Wife-to-Be

Signature of
Witness

Signature of
Witness

Signature of
Witness

Signature of
Witness



Notarization Forms

Acknowledgment for Husband-to-Be

State of _____ County of _____
On the ____ day of _____ in the year of ____ before me,
the undersigned personally appeared _____,
personally known to me or proved to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to within this
agreement and acknowledged to me that he executed the agreement.

Notary Public

Acknowledgment for Wife-to-Be

State of _____ County of _____
On the ____ day of _____ in the year of ____ before me,
the undersigned personally appeared _____,
personally known to me or proved to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to within this
agreement and acknowledged to me that she executed the agreement.

Notary Public

In New York State, the officiating rabbi is qualified to notarize a prenuptial agreement, and he may use the following form. For other states, please check local rules and regulations.

State of _____ County of _____
On the ____ day of _____ in the year of ____ before me,
the undersigned, a person authorized to solemnize a marriage
pursuant to Domestic Relations Law § 11(1), personally appeared
_____, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to within this agreement and acknowledged to
me that he executed the same in his capacity, and that by his signature
on the arbitration agreement, the individual executed the agreement.

Officiating Clergy/Rabbi (print and sign name)

Address

State of _____ County of _____
On the ____ day of _____ in the year of ____ before me,
the undersigned, a person authorized to solemnize a marriage
pursuant to Domestic Relations Law § 11(1), personally appeared
_____, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to within this agreement and acknowledged to
me that she executed the same in her capacity, and that by her signature
on the arbitration agreement, the individual executed the agreement.

Officiating Clergy/Rabbi (print and sign name)

Address



INSTRUCTIONS

INTRODUCTION. Mazal tov on your upcoming marriage! This Agreement is intended to facilitate the timely and proper resolution of certain marital disputes. When a couple about to be married signs this Agreement they thereby express their concern for each other's happiness, as well as their concern for all couples marrying in accordance with Jewish law. To enter into the agreement, follow these five steps:

- 1 Read the agreement. A detailed guide explaining the provisions of the agreement is also available at www.theprenup.org, and you can also discuss the agreement with an attorney. You can also call or e-mail the Beth Din of America (212-807-9042; info@bethdin.org) with any questions.
- 2 Sign the agreement in front of witnesses and a notary. Put your initials on the bottom of page 1, and sign the agreement on the bottom of page 2. (Section II contains some optional provisions that you do not have to sign, but if you want these provisions to be effective you should sign the appropriate provisions.)
- 3 Have the witnesses sign in the spaces provided beneath your signatures. The same people can witness each signature and sign twice, once under the signature of the Husband-to-Be, and once under the signature of the Wife-to-Be, or four witnesses can be used, each signing once.
- 4 Have the notary complete the notary block on page 3, sign it at the bottom, and affix his or her notary stamp. Notaries can usually be found in banks, law offices, etc. In New York State, the officiating rabbi can notarize the agreement, even if he is not a notary. In New Jersey, any attorney who is licensed to practice law in New Jersey can serve as the notary.
- 5 Husband-to-Be and Wife-to-Be should keep his or her own copy of this Agreement in a safe place. In addition, scan the signed agreement, or take a picture of it, and e-mail it to preup@bethdin.org or fax it to (212) 807-9183. The Beth Din of America will retain a copy of your signed agreement in its confidential files in case it is ever needed.

These *Tenaim Achronim* (premarital agreement) should be discussed, and then signed, as far ahead of the wedding day itself as is practically feasible. While it is preferable that the *mesader kiddushin* (i.e., supervising rabbi at the wedding) take responsibility for explaining the background for, and then implementing the agreement itself, any other knowledgeable rabbi or individual, or the couple themselves, may coordinate the process. Advice of proper legal counsel on both sides is certainly encouraged.

BINDING CIVIL COURT EFFECT. When properly executed, this Agreement is enforceable as a binding arbitration agreement in the courts of the United States of America, as well as pursuant to Jewish law (*halakha*). The supervising rabbi should explain this to the parties. This Agreement should only be used when the parties expect to reside in the United States upon marriage. Parties should contact the Beth Din of America to inquire about appropriate forms when they will be residing outside the United States. For those who will reside in the United States, the Beth Din will appoint the proper *dayanim* (arbitrators) to hear and resolve matters throughout the country.

CHOICE OF OPTIONS. The document has been designed to cover a range of decisions which the Husband-to-Be and Wife-to-Be may make regarding the scope of matters to be submitted for determination to the Beth Din. These alternatives are set forth in Section II. The *Tenaim Achronim* will be valid whether or not any of the alternatives are chosen. If none of such alternatives are chosen, the Beth Din will decide matters relating to the *get*, as well as any issues arising from this Agreement or the *ketubah* or the *tenaim*. Parties who wish greater certainty as to possible future divisions of property (for example, persons with substantial assets at the time of marriage or persons interested in taking advantage of the particular decisions of a state where they will be married) should sign a standard prenuptial agreement with the advice of counsel and incorporate this arbitration agreement by reference.

Section II:A deals with financial matters related to division of marital property. If Section II:A is chosen, the Beth Din will be authorized to decide financial matters related to division of financial property.

Section II:B deals with matters related to child custody and visitation. If the parties choose to refer matters of child custody and visitation to the Beth Din for resolution, they may do so by signing this Section II:B. They must, however, understand that in many states secular courts retain final jurisdiction over all matters relating to child custody and visitation. Section II:C deals with the question of whether the Beth Din may take into consideration the respective parties' responsibility for the ending of the marriage when Sections II:A or II:B are chosen. Section II:C only applies if the parties have authorized the Beth Din under Section II:A or Section II:B, but then it applies as a matter of course, reflecting normal Beth Din procedure. Thus Section II:C will apply to all decisions authorized under Section II, unless the parties strike it out. Striking out Section II:C, while discouraged by Jewish law, will not render the entire Agreement invalid or ineffective.

ADDITIONAL FORMS. Some couples, for financial or other reasons, sign other prenuptial agreements. In such cases they may find it useful or practical to sign this document and incorporate this arbitration agreement by reference into any additional agreement. Additional copies of this document and other materials can be obtained from the offices of the Beth Din of America, or by visiting www.theprenup.org.

FURTHER INFORMATION. Further information regarding this Agreement, or further information concerning the procedures to be followed for resolution of any matters or disputes covered by this Agreement, may be obtained from the Beth Din of America, which has disseminated this form Agreement. Background information is available at www.theprenup.org.



BETH DIN OF AMERICA
בית דין דאמריקא

Beth Din of America

305 Seventh Ave., Suite 1201, New York, NY 10001

Tel: (212) 807-9042 Fax: (212) 807-9183

Email: info@bethdin.org

Web: www.bethdin.org

www.theprenup.org

In an Emergency: Outside of normal business hours, questions may be addressed to Rabbi Shlomo Weissmann, Director of the Beth Din of America, at (646) 483-1188.



BETH DIN of AMERICA

בית דין דאמריקא

This agreement was developed and is administered by the Beth Din of America, which is supported in part through the generosity of the following synagogues:

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Congregation Beth Abraham (Bergenfield, NJ) ♦ **Congregation Shaaray Tefila** (Lawrence, NY) ♦ **Lincoln Square Synagogue** (New York, NY)

Signatories to this document benefit from the Beth Din of America, which is the forum named to adjudicate claims arising under the agreement. Please urge your synagogue to contribute generously to the Communal Fund of the Beth Din of America if it is not already listed above.

To arrange a contribution, please contact the Beth Din of America at info@bethdin.org

Prenuptial Agreement between Choson and Kallah (the "Agreement")

This Agreement is made on the ____ day of _____, 20____, corresponding to the Hebrew calendar date of _____ (day) _____ (month) of _____ (year) in the city of _____, county of _____, country of _____, between the prospective Groom/Choson _____ son of _____, who resides at _____, _____ (referred to herein as "Groom" and/or "Choson"), and the prospective Bride/Kallah _____, daughter of _____, who resides at _____, _____ (referred to herein as "Bride" and/or "Kallah".) The two parties are referred to herein individually as a "Party" and collectively as the "Parties".

The Parties hereby agree that this Agreement shall be a legally binding and irrevocable agreement and that it is being entered into voluntarily by each of the Parties. In addition, a *tenaim* and a *kesuba* document (which provide obligations between the parties) will be executed under the tenants of Jewish law, and to which the Parties agree to abide.

Furthermore, the Parties agree that in the event their marital relationship should break down, the following shall transpire:

1. The Beth Din selected by the Parties is _____ located at _____ (referred to herein as "Beth Din", the "Arbitrator", the "Arbitrators" or the "Rabbinical Court") shall serve as the Arbitrator between the Parties and shall ensure that their *p'sak* (ruling) shall be enforceable under the applicable laws of the State of _____ as binding arbitration.
2. All attorneys and *toanim* (rabbinical attorneys if permitted by Beth Din) who appear in matters pursuant to this Agreement, shall abide by the rules as outlined in the attached Addendum 1: *Protocols for Professional Conduct Before Beth Din*, and shall execute a document indicating their agreement to abide by such rules. The attorneys, *toanim* (if permitted by Beth Din), or any other consultant shall execute their acknowledgement to comply with the protocols of this agreement prior to their appearance before the Beth Din.
3. The Beth Din shall arbitrate child custody matters in States that authorize same and the Parties will execute any document necessary to effectuate this for the Beth Din. Otherwise the Beth Din shall mediate the issue of custody.
4. Beth Din shall follow the rules of Halacha (Jewish laws) in arriving at their decision.
5. The Beth Din shall assist the Parties in arriving at a compromise.
6. Beth Din shall consider the issue of Shalom Bayis (an inquiry into whether the marital strife might be resolved).
7. Beth Din shall issue a decision which is just and proper and guided by the principles of fairness or based on any other way it wishes to reach a decision.
8. The Parties agree that in the event they have children and a custody dispute is before Beth Din, they will abide by the protocols listed on Addendum 2: *Protocols of Kosher Home and Sabbath Observance in Custody Matters* attached herein.
9. The Parties further agree that they shall empower the Beth Din as the Beth Din designated to hear and determine matters under this Agreement.
10. The Beth Din is empowered by this Agreement to render a determination on all issues permissible under law.
11. All decisions shall be based on a majority opinion of Beth Din.
12. Upon written instruction by Beth Din, the Parties agree to execute any form requested by Beth Din including but not limited to a HIPAA form, and all such documents shall be made returnable to Beth Din exclusively. The Beth Din shall permit the parties and their representative to view, but not copy, the file in the presence of Beth Din. These documents shall be held by Beth Din and shall not be released to anyone outside of Beth Din except as authorized by the Parties or their counsel/ Toyan.
13. The Parties agree that Beth Din may have contact with outside parties that it deems necessary. Such contact may take place outside the presence of the Parties. Beth Din shall assess the credibility of all collateral sources to which Beth Din speaks. Any communication shall be among all members of Beth Din and the Parties shall be apprised of who had been contacted.
14. In the event that any member of Beth Din cannot perform their duties for thirty (30) days or longer, or is in any way incapacitated, the remaining members shall replace that member within thirty (30) days, following the initial thirty (30) days during which the member was not able to perform his duties. There shall be a panel of three (3) to proceed in the matter before Beth Din.
15. Beth Din shall hear any and all issues raised by the Parties. Beth Din shall use its best efforts to schedule the initial session within two (2) weeks of request by either

Party or within a reasonable amount of time taking into account legal or Jewish holidays. Subsequent sessions shall be scheduled taking into account each Party's request for a session.

16. At the initial session, Beth Din shall outline the issues between the Parties and make a determination of the interim payments necessary to ensure that the lifestyle of the un-emancipated children of the household (if any) can be maintained, and that they can continue to attend yeshiva.
17. The Parties agree to submit themselves to the personal Jurisdiction of the relevant Court of the State listed in paragraph 1 of this Agreement (unless the State of Jurisdiction is modified as per the following paragraph 18 in which case the Parties agree to submit themselves to the personal Jurisdiction of the relevant Court of the State mentioned in the following paragraph 18) for any action or proceeding necessary to enforce any and all aspects of the decision of Beth Din empowered by this Agreement.
18. The Parties agree that in the event that their marital relationship breaks down while they both reside in a State other than the State listed in paragraph 1 of this Agreement, and have resided in such state—during the past six (6) consecutive months if there is a custody issue, otherwise for the past twelve (12) consecutive months—then the State of Jurisdiction as referenced in this Agreement is hereby amended to refer to the State in which they then currently reside. In the event the State of Jurisdiction is modified as per this paragraph, and the location at which both Parties then currently reside is more than one-hundred and fifty (150) miles from the Beth Din designated in paragraph 1 of this Agreement, said Beth Din shall designate a replacement Beth Din that is closer to where the Parties then currently reside. In the event there is any other conflict determining which State has jurisdiction, then the Beth Din designated in paragraph 1 of this Agreement shall assist the Parties in determining the proper State of Jurisdiction
19. The Parties have the right to be represented by attorneys, consultants, and *toanim* (if permitted by Beth Din) who abide by the rules of professional conduct as listed in Addendum 1: *Protocols for Professional Conduct Before Arbitration Panel*. The Parties waive formal notice of time and place of the arbitration. Email notice from Beth Din specifying the time and date of the scheduled appearance shall constitute sufficient notice. The arbitrators may proceed, in the absence of the defaulting Party, to hear testimony, consider evidence and arguments, and arrive at temporary decisions. If the defaulting party continues to not participate in the arbitration process, the arbitrators shall authorize the non-defaulting party to proceed to court in order to compel the defaulting party to abide by this arbitration agreement. All costs shall be apportioned as specified in paragraph 31 of this Agreement.
20. In the event that any term or provision of this Agreement is declared illegal, unenforceable or void, such term or provision shall be severable from the other terms or provisions of this Agreement and shall not affect the validity of this Agreement. The issue that had been deemed illegal, unenforceable or void, shall be submitted to the Beth Din for reconsideration.
21. Beth Din may hear issues between the Parties in any succession it deems best, provided, however, that the issue of interim support, as previously stated, shall be first on the agenda and be determined at the initial appearance, pursuant to the terms and conditions of this Agreement.
22. Beth Din may issue interim awards, determinations, or orders. Beth Din may modify interim awards, determinations, or orders. Beth Din may clarify interim awards, determinations, or orders.
23. Beth Din shall categorize each award, determination, or order it issues, in writing as one of the following:
 - a. an interim award, determination, or order;
 - b. a modification of an interim order, award, or determination;
 - c. a clarification of an interim award;
 - d. or a determination of order.
24. Each award, determination or order issued by Beth Din shall be signed and acknowledged by Beth Din.
25. All proceedings of Beth Din shall be audio-recorded, or a stenographer shall be hired to type a transcript of the proceeding.
26. The Beth Din retains exclusive jurisdiction over this Arbitration and its award. This jurisdiction shall continue until after the final decision or award is issued on all issues related to the divorce proceeding.
27. The arbitration award may not be appealed or otherwise submitted for review, other than for the purpose of enforcement in any Court or any forum, whether religious or civil.
28. The foregoing constitutes the Parties' complete waiver of any legal or halachic rights that they may otherwise have, to proceed in any other forum regarding the disputes submitted under this Agreement, except as provided by applicable law and public policy.
29. The Parties agree that the decisions of Beth Din are final and binding.

30. Beth Din shall have full and final jurisdiction with respect to any question regarding the interpretation of this Agreement, and the Beth Din rulings.
 31. Except for the Beth Din fees, failure of either Party to perform his or her obligations under this Agreement or the Beth Din decision, shall render that Party liable for all fees and costs before the Beth Din or before any Court that are necessary to enforce the Beth Din decision, including all *toanim* (if permitted by Beth Din) and counsel fees incurred by one Party to obtain the other Party's performance of the terms of this Agreement or the decision of the Beth Din, except as provided by applicable law or public policy.
 32. If, for any reason, any portion of Beth Din's arbitration award is invalidated, it will not serve to invalidate the entire award.
 33. To the fullest extent permitted under applicable law, the Parties agree not to subpoena any member of Beth Din as a witness in any hearing held in a secular or religious court concerning the proceeding.
 34. To the fullest extent permitted under applicable law, the Parties agree not to bring suit against Beth Din or any member of Beth Din, in a secular or religious court and waive any claims against all arbitrators arising from their conduct during this arbitration. The Party who institutes the suit shall indemnify and hold harmless the arbitrators individually for any expenses, fees, loss or damage including without limitation, all attorney fees and court cost which the arbitrator may at any time sustain, incur or be exposed to in relation to any subpoena or suit instituted or threatened against the arbitrators individually in connection to this controversy. All of the above mentioned in this paragraph is applicable to the Parties, *toanim* (if permitted by Beth Din) and counsel, except as provided by applicable laws or public policies.
 35. In the event that the Beth Din listed in paragraph 1 of this Agreement is no longer available or in existence at the time an Arbitration is necessary, the Parties agree that the Rabbi of the synagogue the Parties attended on Shabbos morning during the last twelve (12) months shall designate a replacement Beth Din. In the event the Parties attended more than one synagogue on Shabbos morning during the last twelve (12) months, the rabbi of the synagogue that the Parties attended most often on Shabbos morning during the last twelve (12) months shall be the rabbi to designate the replacement Beth Din.
36. The Parties agree that they will not go to any Beth Din to receive a *Heter Meah Rabonim*, *Heter Nisuin* or a *Bitul Kedushin* (annulment of the marriage) if the wife is willing and able to accept a Get (a Jewish divorce).
 37. The Parties represent that they have each had the opportunity to seek the advice of counsel and *toanim* of their own choosing prior to executing this Agreement.
 38. The Parties bind themselves fully, with total awareness, from this very moment and onwards to all terms and provisions set forth in this Agreement, and as set forth by any and all applicable religious doctrine.
 39. The Parties accept the terms and conditions of this Agreement as an obligation according to Jewish Law and is in full force. The Parties agree that they performed all required *Kinyonim* (proceedings required under Jewish law) to effectuate this Agreement. The parties agree that this document was executed with all necessary procedures legally and halachically with all required *Kinyonim* (proceeding required under Jewish law) to validate this Agreement and all its provisions.
 40. The Parties rescind all prior settlements that contradict this Agreement.
 41. All awards or decisions of Beth Din shall be in writing and shall be signed by the Beth Din arbitrators and shall be acknowledged by a registered notary.
 42. It is the intention of the Parties that should a matter be initiated at Beth Din, it is recommended that the proceeding should be finalized as quickly as possible: non-custody cases within six (6) to eight (8) months; and cases involving custody matters within a year to eighteen (18) months.
 43. All annexures and schedules shall form part of this Agreement.

On this date _____ we bind ourselves with a binding commitment to all the above stipulations with a full understanding of their meanings.

Groom/Choson

Bride/Kallah

Witness for Groom/Choson

Witness for Bride/Kallah

Accepted to:

On Behalf of the arbitrating Beth Din, Rabbinical Court

In the event that the Beth Din listed in paragraph 1 of this Agreement is no longer available or in existence at the time Arbitration is necessary, and the husband and wife attend two different synagogues then the two rabbis of the two synagogues should decide together and designate the replacement Beth Din.

ACKNOWLEDGMENTS

STATE OF _____)

) ss.:

COUNTY OF _____)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, (Groom/Choson) to me personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

STATE OF _____)

) ss.:

COUNTY OF _____)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (Bride/Kallah) to me personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

ADDENDUM 1

Protocols for Professional Conduct Before Arbitration Panel

1. The parties below including all attorneys, *toanim* (if allowed by the selected Beth Din) and representatives, who appear before the Arbitration Panel pursuant to the Prenuptial Agreement shall abide by rules of professional conduct before the Arbitration Panel. It shall include that all parties appearing before the Beth Din shall comport themselves with respect to the panel and their adversaries.
2. There shall be no raising of voices or usage of foul language in this matter.
3. The Arbitration Panel, which is a signatory to these protocols, the attorneys, *toanim* and representatives, agree that should any of the parties' representatives behave in conduct that the Arbitration Panel believes unbecoming for a professional, they shall be notified in writing and disqualified from further appearances in this matter before the panel.
4. In the event the above occurs, the parties shall have a reasonable amount of time, not to exceed thirty (30) days, to obtain replacement counsel or *toanim*.

Groom/Choson (Initials)

Bride/Kallah (Initials)

ADDENDUM 2

Protocols of Kosher Home and Sabbath Observance in Custody Matters

Both parties agree that the child(ren) will be raised in homes that adhere to Orthodox Jewish tradition defined pursuant to what is expected in practice and spirit by the schools the child(ren) will/are currently attend(ing).

The parties represent that when they are with the child(ren), they will observe Orthodox Jewish tradition as regards to the observance of Sabbath (for purposes of this ADDENDUM 2, the word "Sabbath" is redefined to include not only Sabbath but all Jewish religious holidays), Kashrus and other laws as set forth by Orthodox Jewish Halacha.

Kashrus, as defined by Orthodox Jewish tradition, includes separate dishes and utensils for both milk and meat, as well as not cooking milk and meat together, and all products which shall be given to the child(ren) to eat and/or which are found in the parties' residences (while child(ren) is there) must bear an approval of a recognized Orthodox kosher supervision agency, such as OU, OK, COR and KOF-K. The parties' respective kitchens shall always be maintained (while the child(ren) are unemancipated) under the tenets of Orthodox Jewish tradition as prescribed by the Orthodox Union.

The Parties will observe the Sabbath at all times when that party is with the child(ren), and will ensure that the Sabbath is observed in their respective residences by all residents and guests when the child(ren) are there. Furthermore, neither party will send the child(ren) to homes that do not observe the Sabbath, under Jewish Orthodox tradition, for any portion of the Sabbath or religious holidays, nor shall either party permit the child(ren) to eat at anyone's home that does not observe Jewish Orthodox kashrus laws as defined by the Orthodox Union (known as the OU). Each parent shall ensure compliance with this provision of the agreement prior to sending the child(ren) to a friend on the Sabbath or religious holiday.

This shall apply to religious holiday observance as well. Sabbath observance shall be in compliance with Orthodox Jewish tradition including but not limited to the prohibition of turning on or off mechanical and electrical appliances, lights, cooking, baking, using a computer, watching television, using the internet, driving or traveling in a car, train or other vehicle; using a telephone, carrying in an area not covered by an Eruv approved by Orthodox Jewish law, purchases at a store, as well as the overall observance of the spirit of the day.

In the event the child(ren) attends religious services, said Synagogue shall be an Orthodox Synagogue as defined by the regulations of the Agudath Israel of America, such as having a mechitzah valid by its standards.

Groom/Choson (Initials)

Bride/Kallah (Initials)

State of New Jersey – Rider

In the Event of Arbitration in the State of New Jersey:

1. The parties acknowledge and agree to the following:
 - a. The parties understand their legal entitlement to a judicial adjudication of their dispute and are willing to waive that right;
 - b. The parties are aware of the limited circumstances under which a challenge to the award may be advanced and agree to those limitations;
 - c. The parties have had sufficient time to consider the implications of their decision to arbitrate;
 - d. The parties have entered into this arbitration agreement freely and voluntarily, after due consideration of the consequences of doing so; and
 - e. The parties acknowledge that they have had the opportunity to consult with an attorney and/or rabbinic advisor prior to signing this Agreement.

2. The parties agree to arbitrate certain disputes as provided in this Agreement as follows: All issues that could be raised and adjudicated in the Superior Court of New Jersey, Family Part, including pendent lite issues, except those excluded from arbitration by R.5:1-5(a), including but not limited to Get, custody (legal and physical), visitation, child support, spousal support, division of assets, payment of the ketubah, shall be subject to the jurisdiction of and determination by the Arbitrator(s) pursuant to the terms and procedures of this Agreement. The Arbitrator shall determine whether an issue or dispute is within the scope of the Arbitrator's jurisdiction.

Required Record Keeping

3. In any arbitration proceeding involving custody or parenting time issues, the parties shall have a record made of the arbitration proceeding as to those issues. Such record shall include: (i) a record of all documentary evidence; and (ii) all testimony shall be recorded verbatim. A record of testimony may be made by one of the following: (i) certified shorthand reporter; (ii) electronic recording; or (iii) audio or video recording. The recording of the proceeding by any of the means listed above shall be at the cost of the parties and absent agreement of the parties, the Arbitrator shall decide the proper allocation of the costs of the record.

4. Notwithstanding the requirement that the parties pay for the record, the record shall be maintained in the possession of the Arbitrator(s) and shall be made available to the parties upon request in writing, subject to a confidentiality agreement as drafted by the Arbitrators limiting the disclosure of the contents of the record.

5. In any arbitration proceeding that does not involve custody or parenting time issues, the parties shall not require a record to be kept of the arbitration proceeding.

6. All documentary evidence introduced at the hearing shall be maintained by the Arbitrator until the issuance of the award and the parties shall either keep a copy of all such evidence or obtain the evidence from the Arbitrator after issuance of the award and retain it until the expiration of the time for the filing of any appeal from an order or judgment confirming, vacating or modifying the award, or from the expiration of the time to apply for an order judgment to vacate or modify the award.

Groom/Choson

Bride/Kallah

Date: _____

Date: _____

Vaad Hadin V'Horaah
61 S. Main St, Suite 3
New City, NY 10956
Tel 845-579-2270
www.vaadhadinvhoraah.org



ARBITRATION AGREEMENT (Pre-Nuptial)

THIS AGREEMENT, made this _____ day of _____, 20____,

Between _____ (the “Husband” to be),
residing at: _____

and _____ (the “Wife” to be)
residing at: _____

(Husband and Wife collectively, the “Parties” or the “Couple”)

The parties who intend to be married, hereby agree as follows:

Article I. Agreement to Arbitrate

Section 1.01 The Parties hereby agree to submit to binding arbitration before the Vaad, which shall have exclusive jurisdiction to decide all issues relating to a get (Jewish divorce), the ketubah and tena'im (Jewish premarital agreements) entered into by the Husband and the Wife, as well as issues relating to division of assets, child support, alimony, child custody and child visitation, and other issues relating to family law, as well as any issues and obligations arising from or in connection with this Agreement and any disputes relating to the enforceability, formation, conscionability, and validity of this Agreement (including any claims that all or any part of this Agreement is void or voidable) and the arbitrability of any disputes arising hereunder.

Section 1.02 The Parties agree that they have read and hereby accept the Rules and Procedures of the Vaad, as available on the Vaad's website, www.Hadin.org under the Forms tab (the “Rules”).

Section 1.03 The Parties agree that judgment may be entered on the award in any court of competent jurisdiction in the State of New York, in accordance with the terms specified in the Rules. The Parties further agree that, to the extent permitted by the relevant jurisdiction, the award and judgment and/or order to be entered thereon shall be final, conclusive, non-appealable and binding on the Parties, and shall be a complete bar to any further claims or demands relating to arbitration issues through the date of the award.

Section 1.04 The Parties understand that the Vaad has the ability to issue awards to either Party for damages caused to the other Party due to non-compliance with the terms and conditions of this Agreement, as provided in the Rules article 26.

Section 1.05 If a Party is summoned to a hearing at the Vaad and does not respond within 72 hours of receipt of such summons or does not attend such hearing, the Vaad reserves the right to issue an award in spite of the absence of such Party. Such ruling shall not be made solely on the basis of such default. The absent Party shall be deemed to be in non-compliance with this

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Agreement and thus subject to the Rules in articles 17 and 26.

Article II. Severability

Section 2.01 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Article III. Opportunity for Consultation.

Section 3.01 Each of the Parties acknowledges that he or she has been given the opportunity prior to signing this Agreement to consult with his or her own rabbinic advisor and legal advisor. Each of the Parties further acknowledges that he or she has been fully informed of the terms and basic effect of this Agreement as well as the rights and obligations he or she may be giving up by signing this Agreement. Each of the Parties expressly waives, in connection with this Agreement, (i) any right to consult with his or her legal counsel to the extent they have not done so and (ii) any right to disclosure of the property or financial obligations of the other Party beyond any disclosures that have been provided. The obligations and conditions contained herein are executed according to all legal and halachic requirements.

Article IV. Jurisdiction; Enforceability.

Section 4.01 By execution and delivery of this Agreement, each Party consents, for itself and in respect of its property, to the exclusive jurisdiction of the Vaad with respect to the issues set forth in Section 1.02. Each of the Parties agrees that he or she will not commence any action or proceeding relating to such issues in any court, rabbinical court or arbitration forum other than the Vaad. This Agreement constitutes a fully enforceable arbitration agreement, and any decision issued pursuant to this Agreement shall be fully enforceable in secular court. Should any provision of this Agreement be deemed unenforceable, all other provisions shall continue to be enforceable to the maximum extent permitted by applicable law. As a matter of Jewish law, the Parties agree that to effectuate this Agreement they accept now (through the Jewish law mechanism of Kim li) whatever minority views determined by the Vaad are needed to effectuate the obligations, procedures and jurisdictional mandates contained in this Agreement.

Article V. Counterparts.

Section 5.01 This Agreement may be signed in one or more duplicates, each one of which shall be considered an original.

[SIGNATURE PAGE FOLLOWS]

Vaad Hadin V'Horaah
61 S. Main St, Suite 3
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Signed:

Husband

Date

Wife

Date

Vaad Hadin V'Horaah
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 www.vaadhadinvhoraah.org



ACKNOWLEDGEMENTS

STATE OF _____)
) ss.:

COUNTY OF _____)

On the _____th day of _____, _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that she executed the same in her individual capacity, and that by her signature on the instruments, the individual, or the person upon behalf of whom the individual acted, executed the instruments.

 Notary Public

STATE OF _____)
) ss.:

COUNTY OF _____)

On the _____th day of _____, _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that she executed the same in her individual capacity, and that by her signature on the instruments, the individual, or the person upon behalf of whom the individual acted, executed the instruments.

 Notary Public



Vaad Hadin V’Horaah – Rules and Procedures

The Vaad Hadin V’Horaah (the “Vaad”) is a forum where adherents of Jewish law and jurisprudence (Halacha) can submit their disputes and altercations for resolution in accordance with Halacha, while recognizing as well that many individuals conduct their business affairs in accordance with prevailing commercial standards, mores and customs.

These Rules and Procedures facilitate dispute resolution (i) in a manner consistent with Halacha and such Jewish core values as the diligent pursuit of justice and moral probity, and (ii) consistent as well with secular law requirements for binding arbitration (including, but not limited to the United States Arbitration Act, the Revised Uniform Arbitration Act and Article 75 of the New York Civil Practice Law & Rules), with the intent that the resolution of the dispute be enforceable in the civil courts of the United States of America, and the various states therein.

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fax, or (v) electronic delivery (including, but not limited to, the party's last known email address), in each case, within or without the state wherein the Bais Din hearing is to be held.

24. Decision and Time of Psak Din

- a. Bais Din shall issue its final Psak Din promptly following the closing of proceedings (as described in Section 21, above), and in any event no later than 10 business days (not including legal or Jewish holidays) after such closing of proceedings, unless a longer period is required by law, or is otherwise agreed to by the parties. Additionally, extensions of the deadline may be made at the discretion of the Menahel, contingent on prior approval of the Board of Directors and/or Rabbinic Board (see Section 37, below), as applicable. Should the Bais Din fail to provide the Psak Din within the allotted timeframe, the parties shall be entitled to a refund of all Bais Din fees related to that Din Torah hearing, such refund subject to the approval of the Board of Directors or Rabbinic Board. The Menahel of the Review Board in his sole discretion shall determine which entity shall determine whether a refund is justified.
- b. Bais Din shall issue a Psak Din based on majority rule. If Bais Din is unable to arrive at a majority rule, the Menahel shall add two (or more, if necessary) Dayanim, in order to enable the Bais Din to arrive at a majority rule. Bais Din need not hold any further hearings to enable the new Dayanim to hear the case firsthand; rather, the new Dayanim may base their decision(s) on existing recordings or transcripts of the Din Torah proceedings and the evidence to date, as well as oral report(s) of the original panel of Dayanim.
- c. If the Dayanim do not arrive at an outright majority ruling, but one Dayan's position is shared in part by each of the other Dayanim, such shared position shall be deemed a majority rule and Bais Din shall rule in accordance with such majority. For example, if one Dayan rules that a party owes the other \$200, a second, that he owes the other \$400, and the third, \$600, inasmuch as two of the three Dayanim concur that at least \$400 is due, and two concur that no more than that is due, this is deemed majority rule of \$400, and Bais Din shall rule that the one party owes the other \$400.

25. Form of Award

- a. The Psak Din shall be in writing, signed and affirmed in English by the Dayanim; however, Hebrew terminology may be included. At the discretion of the Bais Din, a simultaneous translation/rendition into other languages may also be issued, with the caveat that in the event of contradiction between the two Piskei Din, the English language Psak Din shall prevail. The Psak Din need not include the reasoning behind the ruling, but such reasoning can be provided via request to the Menahel of the Review Board. The Psak Din (including reasoning) would then be released to the parties at some later date, subject to approval of the Menahel of the Review Board (see Section 37, below).

26. Scope of Award and Sanctions

- a. The Vaad/Bais Din (as applicable, see above Sections 3-4; in short, for the duration of this Section, "Vaad"), may grant any remedy or relief that it deems just and equitable and within the scope of the facts of the case or the agreement of the parties, including, but not limited to, specific performance of a contract and injunctive relief. In addition, the Vaad may make other decisions, including interim, interlocutory or partial rulings, orders, and awards; in each such case, the Vaad may assess and apportion the fees, expenses and compensation related to such award as the Vaad deems appropriate. The Vaad, in its award, may assess arbitration fees and expenses in favor of any party and, in the event of any administrative fees or expenses that are due to the Vaad, in favor of the Vaad.

- b. In addition, and in its sole discretion, the Vaad may level sanctions, including but not limited to, Ksav Siruv and/or monetary charges, as follows:
- i. For willful and deliberate non-compliance, breach of any provision of the arbitration agreement and the attendant Rules, or any agreement containing an arbitration clause granting the Vaad jurisdiction over disputes relating to the terms of such agreement, in each case prior to final Psak Din – a mandatory charge of up to \$500 per day and/or per instance of non-compliance and/or infraction. (Failure to respond to notification of a Din Torah session within the stipulated time frame or to attend such Din Torah session is also deemed non-compliance/infraction).
 - ii. For a frivolous claim brought before the Vaad or any other court of legal jurisdiction, the Bais Din may award one or both of the following in its sole discretion: (A) a mandatory charge of up to \$500, or (B), all fees and expenses incurred by the other party (including, but not limited to, Bais Din fees) in challenging/defending himself against such claim plus 15%. Whether or not a claim is "frivolous" shall be determined by the Vaad. The amount of said legal fees and expenses shall be determined by the Vaad.
 - iii. For willful and deliberate non-compliance with or infraction of any provision of the Psak Din (including, but not limited to, a Psak Din relating to giving or receiving a Get, contingent upon said charge being Halachically viable) – the amount shall be determined at the Psak Din or at some later date, as applicable. The Vaad in its sole discretion shall determine whether non-compliance was willful and deliberate. In establishing the amount of the charge, the Vaad shall factor in the parties' social-economic status, as well as the gravity and cumulative effects of the act of non-compliance or infraction.
 - iv. Unilateral actions and omissions are deemed non-compliance or infractions, unless the Vaad rules that such unilateral actions or omissions were both justified and unavoidable.
 - v. If a party contests a Psak Din in any outside forum, or, if due to lack of cooperation on the part of the relevant party, the beneficiary of such Psak Din has no recourse but to apply to such outside forum to enforce the Psak Din, the Vaad in its sole discretion may level an additional 15% surcharge against the offending party, as well as all fees and expenses incurred by the other party in connection with enforcing such Psak Din (only to the extent that the offending party caused another party to have to apply to the outside forum in order to enforce the Psak Din), or however much the Vaad deems appropriate, in the case of a non-financial Psak Din (e.g. child custody, visitation, et. al.).
 - vi. In instances where there is a question of the validity of a Get, such questions must be forwarded to the Menahel of the Review Board. If a Get is contested in an outside forum and the Vaad believes the contesting party is violating the Cherem of Rabbeinu Tam that prohibits contesting the validity of a Get, the Bais Din may summon the contesting party to a hearing or may alternatively rule in their absence regrading such violation. If Bais Din rules that the party has in fact violated the Cherem, Bais Din may issue sanctions according to the severity of the transgression and/or noncompliance with the Cherem and/or harassment.
- c. Any and all such charges as enumerated in this Section shall be paid to the injured party as liquidated damages for the offending party's non-compliance and/or infraction.
- d. The Vaad will issue a monthly judgment on accrued charges for the previous month.
- e. At its discretion, the Vaad may refrain from issuing such monthly judgment (described in subsection (d)), to the extent that the Vaad determines that issuing such monthly judgment may hinder or complicate dispute resolution efforts.