



BINDING ARBITRATION AGREEMENT

POSTNUPTIAL
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_____, in the City/Town/Village of _____, State of _____
between Husband: _____
residing at: _____
and Wife: _____
residing at: _____

The parties hereby agree as follows:

- I. Should a dispute arise between the parties in the course of their marriage, 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 and the Wife. Each of the parties agrees to appear in person before the Beth Din of America at the demand of the other party.

SECTION IV:A regarding additional financial issues is optional. Parties may select IV:A(1), IV:A(2) or IV:A(3) (but not more than one of these paragraphs). Unless one of these options is chosen, the Beth Din of America will be without jurisdiction to address matters of general financial 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 _____
Signature of Wife _____

IV:A(2). 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 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 _____
Signature of Wife _____

IV:A(3). 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 based on 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 _____
Signature of Wife _____

SECTION IV:B regarding parenting disputes is optional. Unless this option is chosen, the Beth Din of America will be without jurisdiction to address matters of parenting disputes between the parties. For more information, see the instructions.

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 _____
Signature of Wife _____

IV: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 Section IV:A or Section IV:B.

INITIALS



BINDING ARBITRATION AGREEMENT

POSTNUPTIAL
VERSION

- V. Failure of either party to perform his or her obligations under this Agreement shall make that party liable for all costs awarded by either the Beth Din of America or a court of competent jurisdiction, including reasonable attorney's fees, incurred by one side in order to obtain the other party's performance of the terms of this Agreement.
- VI. The decision of the Beth Din of America shall be made in accordance with Jewish law (*halakha*) or Beth Din ordered settlement in accordance with the principles of Jewish law (*peshara krova la-din*), except as specifically provided otherwise in this Agreement. The parties waive their right to contest the jurisdiction or procedures of the Beth Din of America or the validity of this Agreement in any other rabbinical court or arbitration forum other than the Beth Din of America. The parties agree to abide by the published Rules and Procedures of the Beth Din of America (which are available at www.bethdin.org, or by calling the Beth Din of America) which are in effect at the time of the arbitration. The Beth Din of America shall follow its rules and procedures, which shall govern this arbitration to the fullest extent permitted by law. Both parties obligate themselves to pay for the services of the Beth Din of America as directed by the Beth Din of America.
- VII. The parties agree to appear in person before the Beth Din of America at the demand of the other party, and to cooperate with the adjudication of the Beth Din of America in every way and manner. In the event of the failure of either party 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. Furthermore, Husband acknowledges that he recites and accepts the following:

I hereby now (me'achshav), obligate myself to support my Wife 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 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. 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.

However, this support obligation shall terminate if Wife refuses to appear upon due notice before the Beth Din of America or in the event that Wife fails to abide by the decision or recommendation of the Beth Din of America. Furthermore, Wife 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 that she intends to collect the above sum. Said written notification must include Wife's notarized signature.

- VIII. Husband and Wife execute this document to further enhance the continued harmonious marital relationship between themselves as husband and wife. Furthermore, the mutual promises of the parties are consideration each for the other, and this agreement shall be fully enforceable in a court of competent jurisdiction.
- IX. This Agreement may be signed in one or more duplicates, each one of which shall be considered an original.
- X. This Agreement constitutes a fully enforceable arbitration agreement. Should any provision of this Agreement be deemed unenforceable, all other surviving provisions shall still be deemed fully enforceable; each and every provision of this Agreement shall be severable from the other. As a matter of Jewish law, the parties agree that to effectuate this agreement in full form and purpose, 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 contained in Section VII and the procedures and jurisdictional mandates found in Sections I, II, III and VI of this Agreement.
- X. 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. The obligations and conditions contained herein are executed according to all legal and *halakhic* requirements.

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

Signature of
Husband

Signature of
Wife

Signature of
Witness

Signature of
Witness

Signature of
Witness

Signature of
Witness

End of Document. Notarization forms appear on the next page. For further information about notarization, see the instructions.



BINDING ARBITRATION AGREEMENT

POSTNUPTIAL
VERSION

Notarization Forms

Acknowledgement for Husband

State of County of
On the day of in the year 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

Acknowledgement for Wife

State of County of
On the day of in the year 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