II. Obligations of the Parties.
   A. 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 asmacha (unenforceable conditional obligation) or any other claim, to pay 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.

   However, this 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.

   B. Wife-to-Be acknowledges that she recites and accepts the following:

   I hereby obligate myself to my Husband-to-Be to discharge all duties incumbent upon me in the manner of Jewish wives who care for their husbands loyally. If we do not continue domestic residence together for whatever reasons, then I now (me’achshav) obligate myself to pay my Husband-to-Be $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) for all his domestic needs from the day we no longer continue domestic residence together, so long as the two of us remain married according to Jewish law, even if he has another source of income or earnings. Furthermore, I waive my halakhic rights to food and support for the period that he is entitled to the above-stipulated sum and I acknowledge 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.

   However, this obligation shall terminate if, despite Wife-to-Be’s compliance with the terms of this agreement and the decision or recommendation of the Beth Din of America, Husband-to-Be refuses to appear upon due notice before the Beth Din of America or in the event that Husband-to-Be fails to abide by the decision or recommendation of the Beth Din of America.

   C. The payment obligations set forth in paragraphs II:A and II:B above shall be subject to offset by each other so long as both shall be payable and shall not otherwise be subject to offset. These support obligations under Jewish law are 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.
In witness of all the above, the Husband-to-Be and Wife-to-Be have entered into this Agreement.

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

**Acknowledgement of Husband-to-Be**

STATE OF CALIFORNIA )
COUNTY OF __________ ) SS.

On __________________, 20___ before me, __________________(Name of Notary), personally appeared __________________(name of Husband-to-Be), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature __________________________ (Seal)

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**Acknowledgement of Wife-to-Be**

STATE OF CALIFORNIA )
COUNTY OF __________ ) SS.

On __________________, 20___ before me, __________________(Name of Notary), personally appeared __________________(name of Wife-to-Be), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his authorized capacity, and that by her signature on the instrument the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature __________________________ (Seal)
INSTRUCTIONS

INTRODUCTION. Mazal tov on your upcoming marriage! This Agreement (Te’nim Achronim) 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.

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.

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 prenup@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.

This 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. Please note that this version of the agreement does not authorize the Beth Din to decide financial matters related to division of marital property, spousal support under civil law, or child custody and visitation issues. 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.

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.

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
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
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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:

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.