



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



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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 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.

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

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