BETH DIN OF AMERICA
BINDING 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. Arbitration. 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 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 and the Wife, 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. Paragraph II:A regarding additional financial issues is optional. Parties may select II:A(1), II:A(2) or II: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.

II: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 II:A(1) apply to our arbitration agreement.

Signature of Husband _____

Signature of Wife _____

II: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 II:A(2) apply to our arbitration agreement.

Signature of Husband _____

Signature of Wife _____

II: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 II:A(3) apply to our arbitration agreement.

Signature of Husband _____

Signature of Wife _____

SECTION II: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.

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 _____

Signature of Wife _____

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.

INITIALS _____ _____

III. Support Obligation. 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 hereof, 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. 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 that 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 accordance with the 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 attorneys' 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. Consideration. 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. 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 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*	

Notarization Forms

Acknowledgment 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

Acknowledgment 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

INSTRUCTIONS

INTRODUCTION. This Agreement is intended to facilitate the timely and proper resolution of certain marital disputes. When a married couple 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:

❶ 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.

❷ 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.)

❸ 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, and once under the signature of the Wife, or four witnesses can be used, each signing once.

❹ 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 Jersey, any attorney who is licensed to practice law in New Jersey can serve as the notary.

❺ Husband and Wife 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.

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 that the Husband and Wife may make regarding the scope of matters to be submitted for determination to the Beth Din. These alternatives are set forth in Section II. This Agreement 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*. The Uniform Marriage and Divorce Act Section 307 is a general statement of the principles of equitable distribution or community property proposed as a model law. It is not the law of any particular state. 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. The Beth Din can decide these financial matters in one of three ways. The couple may choose one, but not more, of those ways. If more than one is chosen, all choices are void. If none of such paragraphs are selected, the Beth Din of America will not be authorized to resolve any additional monetary disputes between the parties.

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 Section II:A or II:B is 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. 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 or www.bethdin.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 or www.bethdin.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.

This agreement was developed and is administered by the Beth Din of America. The Beth Din's work is supported in part by the Communal Fund of the Beth Din of America, which is funded through the generosity of the following synagogues.

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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