BINDING ARBITRATION AGREEMENT

Recommended Language For Inclusion in a General Prenuptial Agreement

The following language contains provisions intended to facilitate the timely and proper resolution of certain marital disputes. The language may be incorporated into a general prenuptial agreement. For more information about the terms of these provisions, please visit www.theprenup.org or www.bethdin.org.

1. At the request of either party, the other shall grant, or, as the case may be, accept a Get if the giving of the Get is deemed appropriate by the Beth Din of America (or by any other Beth din which is mutually agreeable to the parties) so that there shall be no impediment to the remarriage of either party under Orthodox Jewish law.

2. In accordance with the recommended guidelines of the Rabbinical Council of America and its affiliate Beth Din, the Beth Din of America, regarding Jewish pre- and post-nuptial agreements, the parties have agreed to the following:

    a. [Husband] hereby obligates himself to support [wife] if the parties do not continue domestic residence together for whatever reasons in the amount of one hundred and fifty ($150) dollars per day linked to the CPI-U for all consumers in lieu of his Jewish law obligation for support so long as [husband] and [wife] remain married according to Jewish law. Except as otherwise provided herein, this obligation shall be payable weekly and shall be payable under any circumstances, even if [wife] has another source of income or earnings. Furthermore, I waive my halachic rights to my wife's earning and any conjugal rights 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-achsav) 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 (to provide support) shall terminate if [wife] refuses to appear upon due notice before the Beth Din of America, or any other beth din (rabbinical court) designated in writing by that beth din, for purposes of a hearing, concerning the parties dissolution of their Jewish marriage or concerning any other outstanding dispute relating to the obligation set forth in this Paragraph based on Jewish law, or in the event that she fails to abide by the decision or recommendation of such Beth Din. 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.

    b. If both parties waive the support obligation set forth in the above paragraph, said obligation shall be suspended for the period of any such waiver.

    c. The daily obligation of the above paragraph is, for the purposes of Jewish law, independent of any civil proceeding, if any, and shall not foreclose determination of other support payments.

    d. Questions of interpretation of the above paragraph shall be determined by the Beth Din of America, or any other Beth din designated in writing by that Beth Din, which shall have jurisdiction limited to the provision of that paragraph.