

Vaad Hadin V'Horaah
61 S. Main St, Second Fl.
Suite 3
New City, NY 10956
Tel 845-579-2270
www.vaadhadinvhoraah.org



AGREEMENT TO ARBITRATE

This agreement is made and entered into as of the ____ day of _____, 20____, between _____, with an address at _____, and _____, with an address at _____.

Witnesseth: That there exists between the above named parties (the “Parties”) certain differences and disputes in reference to _____, (the “Matter”), with each party having certain claims and counterclaims against each other.

In consideration of the above recitals, the terms and covenants of this agreement and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- A. For the purposes of satisfactorily adjudging said differences and disputes, it has been agreed by the Parties that any issues between the Parties arising out of or relating to the Matter in any way, as determined by the Bais Din of the Vaad Hadin V'Horaah (the “BD”) in its sole reasonable discretion, be submitted to the arbitration of the BD, which shall resolve such issues in accordance with its rules and procedures (the “Rules”), which are available on the BD’s website, **and which all Parties agree that they have read and hereby accept.** The Parties agree that they have selected the BD to resolve their disputes, and shall accept the ruling(s) of the arbitrator or arbitrators appointed by that organization as binding.
- B. The Parties acknowledge that the arbitrators, in their sole discretion, may resolve any of the issues to be addressed pursuant to this agreement in accordance with any methodology deemed appropriate by them based on their understanding and interpretation of Jewish law ("*halacha*").
- C. The Parties agree that any portion of the arbitration proceedings may take place telephonically or videographically.
- D. If any arbitrator withdraws, is disqualified from resolving the issues to be addressed pursuant to this agreement, or is unable to function as an arbitrator, the Parties agree to accept any new arbitrator named by the BD, in accordance with its Rules.
- E. Let the arbitrators, after making the award, furnish each of the Parties with a copy thereof. In addition to any final award, the arbitrators may make other decisions, including interim or partial orders and awards. The arbitrators shall retain jurisdiction over the issues relating to the award for one year after the BD’s publishing its award, and shall be authorized to modify the award for any reason they deem proper.
- F. This agreement may be executed in separate counterparts which together shall constitute a single document. Each Party agrees that any “electronic signatures” of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. “Electronic signature” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record,

including facsimile or email electronic signatures, pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time, or similar state or federal laws.

- G. The arbitrators shall require disclosure of non-privileged materials, including electronic information, relevant to any Party's claim or defense, subject to limitations imposed by the arbitrators in their sole discretion, and shall additionally require the exchange by the Parties of documents or other information relevant to the issues raised by any claim, defense or counterclaim or on which the producing Party may rely in support of or in opposition to any claim, defense or counterclaim.
- H. No arbitrator in an arbitration proceeding shall be a necessary or proper party to a judicial proceeding relating to such arbitration, and no arbitrator shall be required to participate in any way in any judicial, administrative, or similar proceeding that relates to the arbitration proceeding (including participating as witnesses in any litigation or any other proceeding relating to the litigation), except as required by the law of the relevant jurisdiction.
- I. If any Party is signing in the name of a corporation, partnership or other entity, such Party represents that he or she has the power and authority and the legal right to enter into this agreement and perform its obligations hereunder and has taken all necessary action on its part required to authorize the execution and delivery of this agreement and the performance of its obligations hereunder. If it is later determined that such Party lacked the power and authority described in the previous sentence, then such Party shall be personally liable for any liabilities and obligations imposed pursuant to the arbitrator's decisions.
- J. The Parties agree that the judgment may be entered on the award in any court of competent jurisdiction in the State of New York, in accordance with the terms specified in the Rules. The Parties further agree that, to the extent permitted by the relevant jurisdiction, the award and judgment and/or order to be entered thereon shall be final, conclusive, non-appealable and binding on the Parties, and shall be a complete bar to any further claims or demands relating to arbitration issues through the date of the award.
- K. If any term or provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

In witness whereof, each Party to this arbitration agreement has caused it to be executed in as of the date written above.

Signed:

Date: _____

Date: _____