

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



Vaad Hadin V'Horaah – Rules and Procedures

The Vaad Hadin V'Horaah provides a forum where adherents of Jewish law (*halacha*) can seek to have their disputes resolved in a manner consistent with the rules of Jewish law, which also recognizes that many individuals conduct commercial transactions in accordance with the commercial standards of secular society.

These Rules and Procedures are designed to provide for (i) a process of dispute resolution in a *Bais Din* which is in consonance with the demands of Jewish law that one diligently pursue justice, and (ii) the adjudication of disputes in a manner consistent with secular law requirements for binding arbitration (including, but not limited to the United States Arbitration Act, the Revised Uniform Arbitration Act and Article 75 of the New York Civil Practice Law & Rules) so that the resolution will be enforceable in the civil courts of the United States of America, and the various states therein.

Table of Contents

1. Designation of <i>Menahel</i> and Arbitrators (<i>Dayanim</i>)	3
2. Jurisdiction of the <i>Bais Din</i> to Arbitrate	3
3. Initiation Under Submission	4
4. Intake Procedure/Order of Proceedings	4
5. Choice of Law	5
6. Number and Selection of Arbitrators (<i>Dayanim</i>)	6
7. Disclosure and Challenge Procedure	6
8. Vacancies	7
9. Time and Place	7
10. Record	7
11. Interpreter and Other Cases of Need	7
12. Representation by Counsel/Toein	7
13. Attendance at Proceedings	8
14. Recess	8
15. Oaths	8
16. Arbitration in the Absence of a Party	8
17. Evidence	8
18. Evidence by Affidavit and Filing of Documents	9

19.	Inspection or Investigation	9
20.	Conservation of Property	9
21.	Closing of Proceedings	9
22.	Reopening of Proceedings	10
23.	Waiver of Oral Hearings	10
24.	Communication with the <i>Bais Din</i>; Service of Process	10
25.	Decision and Time of Award	10
26.	Form of Award	10
27.	Scope of Award	11
28.	Award upon Settlement	11
29.	Delivery of Award to Parties	11
30.	Modification of Award	11
32.	Application to Court	12
33.	Fees	12
34.	Expenses	12
35.	Deposits	13
36.	Waiver of Rules	13
37.	Extension of Time	13
38.	Interpretation and Application of Rules	13
39.	Board of Directors Review	13
40.	Time of Proceedings	13
41.	Effectiveness of Agreement per Jewish Law (Halacha)	14

Rules and Procedures

1. Designation of *Menahel* and Arbitrators (*Dayanim*)

- a. The *Menahel* of the Vaad Hadin V'Horaah (*Bais Din*) shall serve as the supervisor of the *Bais Din* and all of its functions. When parties initiate arbitration or any other dispute resolution related activities, including mediation or negotiation, in the *Bais Din*, the parties thereby appoint the *Menahel* or his designee as the administrator in any *Bais Din* proceeding or hearing.
- b. The obligations of the *Menahel* or his designee shall be as prescribed in these Rules. The *Menahel*, in his sole discretion, may delegate any of his obligations to a designee.
- c. The *Menahel*, with the assistance of any rabbis he shall designate, shall prepare a list of authorized arbitrators (*dayanim*) eligible to hear cases. Such a list shall be divided into two categories: Those arbitrators (*dayanim*) eligible to serve as arbitrators (*dayanim*) alone (in a panel of one arbitrator), all of whom shall be rabbis, and those who shall be eligible to serve only on panels of three arbitrators (*dayanim*), all of whom need not be rabbis, but rather may include religiously observant individuals involved in the various, relevant professions. In every matter heard by a panel of three (3) arbitrators (*dayanim*), one panel member must be a rabbi.
- d. These Rules, and any amendment thereof, shall apply to every matter presented to the *Bais Din* for resolution and shall be provided to the parties by the *Bais Din* at the time the arbitration is initiated. A copy of these Rules is available on the Vaad Hadin V'Horaah's website.
- e. When a matter is brought to the *Bais Din* for resolution, the arbitrator (*dayan*) or arbitrators (*dayanim*) shall be selected by the *Menahel* or his designee and such arbitrator (*dayan*) or arbitrators (*dayanim*) shall be neutral. Any person serving as an arbitrator (*dayan*) shall be subject to disqualification for the reasons specified in Section 7. The *Menahel* may solicit advice from the parties concerning the selection of arbitrators (*dayanim*), as he feels proper.

2. Jurisdiction of the *Bais Din* to Arbitrate

- a. Whenever the parties submit their dispute for resolution by the *Bais Din* (by signing an arbitration agreement or otherwise), they shall be deemed to have made these Rules a part of their agreement to seek arbitration (as defined below).
- b. The *Bais Din* reserves the right to refuse to hear any case and additionally reserves the right to suspend or terminate proceedings of any case at any time in its sole discretion, unless otherwise required by the law of the relevant jurisdiction. Upon termination of proceedings, the parties may be subject to fees, as described in Section 33.
- c. In a case in which there is an agreement to arbitrate in the *Bais Din*, if, after reasonable notice (as determined by the *Menahel*), one party refuses to attend the proceedings of the *Bais Din*, the matter can proceed without the participation of that party. However, no financial award may be issued based on a default judgment alone. (See Section 16.)
- d. In the absence of an agreement to arbitrate which is signed by both parties, the *Bais Din* shall send, at the request of the claimant (unless prohibited by the law of the jurisdiction in which the *Bais Din* is sitting), an invitation (*hazmana*) to participate in the proceedings of the *Bais Din* to any person, if, in the judgment of the *Menahel*, that person is one who should participate in such a proceeding. Should a person receiving an invitation (*hazmana*) not wish to participate in these

proceedings, and such person wishes to avoid the issuance of a *shtar seruv* (see paragraph [h] below) one of two responses must be forthcoming from that party:

- i. That party wishes to proceed to arbitration in an alternative *bais din* recognized by the *Menahel*, and this case is not one in which the *Bais Din* was the pre-agreed forum for dispute resolution by the parties; or
 - ii. That party falls outside the jurisdictional mandate of the *Bais Din*.
- e. If the litigant who receives an invitation (*hazmana*) responds by choosing option one, the *Bais Din* will withdraw from the matter.
 - f. If the litigant who receives an invitation (*hazmana*) responds by choosing option two and demonstrating facts that show that this case is outside the jurisdiction of the *Bais Din*, the *Menahel* shall withdraw the invitation, and so note that fact in the record. In such cases, the proper jurisdiction of the *Bais Din* is determined by Jewish law as well as the discretionary judgment of the *Menahel*.
 - g. If the party to whom an invitation is sent responds by choosing option two and the *Menahel* determines that such a claim is incorrect, the *Bais Din* shall treat this matter as one in which no proper response is forthcoming.
 - h. If no proper response is forthcoming to an invitation (*hazmana*) after proper notification and the passing of thirty (30) calendar days, it is within the sole discretion of the *Menahel* to authorize the *Bais Din* to issue a *shtar seruv* (a document noting that this person refuses to participate in the proceedings of the *Bais Din*, and permitting, according to Jewish law, the claimant to seek relief in secular court), and publicize that fact in any manner that the *Bais Din* sees fit.

3. Initiation Under Submission

- a. Parties to any existing dispute may commence a proceeding under these Rules by filing with the *Bais Din* two (2) copies of an agreement (which shall be executed by the parties) whereby the parties agree to arbitrate under these Rules (“Submission”). A suggested form of Submission is available at the *Bais Din* office and on the *Bais Din*’s website.
- b. Such Submission shall contain a statement of the matter in dispute that is to be resolved by the *Bais Din*. The *Bais Din* shall be permitted to resolve all disputes between the litigants that in its judgment are related to the dispute contained in the Submission, even if particular aspects of a dispute are not explicitly mentioned in the Submission; disputes related to the matter submitted may only be removed from the jurisdiction of the *Bais Din* through the explicit agreement of the parties.
- c. The parties shall concurrently submit to the *Bais Din* the appropriate administrative fee.

4. Intake Procedure/Order of Proceedings

- a. Prior to the commencement of the arbitration hearings, each party shall separately participate in meetings (the “Intake Meeting”) with a staff member of the *Bais Din* who is not an arbitrator (*dayan*). These meetings are intended to provide for an exchange of information, relevant documents, and any other matters needed in order to expedite the arbitration proceedings, and these meetings may also serve as a forum for mediation and the potential resolution of disputes prior to the commencement of arbitration hearings.

- b. By agreeing to have their disputes submitted for resolution in this *Bais Din*, all parties agree to participate in Intake Meetings.
- c. Any information disclosed or documents shared in the Intake Meetings or with staff members of the *Bais Din* in connection with the Intake Meetings may be shared with the arbitrators (*dayanim*).
- d. If the parties come to an agreement during the intake process, such agreement shall be binding between the parties and shall be recorded by the *Bais Din*, who shall set forth the terms of such agreement in an award that shall be considered an “award of the *Bais Din*.” *Bais Din* shall then declare the proceedings closed and shall record the date of such closing.
- e. By their agreement to submit their matter to the *Bais Din*, the parties shall be deemed to have agreed that the assistance of the arbitrators (*dayanim*) in such settlement efforts will not disqualify the arbitrators (*dayanim*) from continuing to serve as arbitrators (*dayanim*) if settlement is not reached; nor shall such assistance be argued to a reviewing court as the basis for vacating or modifying an award.
- f. At the beginning of the proceeding, the *Bais Din* may ask for statements clarifying the issues involved. After any such statements, the complaining party shall present its claims, witnesses and proof. Thereafter, the defending party shall present its defenses, witnesses and proof. All witnesses who appear before the *Bais Din* shall submit to questions or other examination by the *Bais Din* and by the parties (or their counsel). The *Bais Din* shall have discretion to vary this procedure, but shall afford full and equal opportunity to all parties for the presentation of any material or relevant proof.
- g. Exhibits, when offered by either party, may be received in evidence and appropriately marked by the *Bais Din*.
- h. The names and addresses of all witnesses and a description of exhibits in the order received shall be made a part of the record.
- i. There is no time limit to the arbitration proceedings. However, the arbitrator (*dayan*), exercising his discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the parties to focus their presentations on issues, the decision of which could dispose of all or part of the case.

5. Choice of Law

- a. In the absence of an agreement by the parties that provides to the contrary, arbitration by the *Bais Din* shall take the form of Jewish law as it is understood by the arbitrators (*dayanim*) or compromise (*p'shara*) or any other form of Jewish law as determined by the arbitrators (*dayanim*), in each case as determined by a majority of the panel designated by the *Bais Din*, unless the parties in writing select an alternative Jewish law process of resolution.
- b. The Vaad Hadin V'Horaah accepts that Jewish law as understood by the *Bais Din* will provide the rules of decision and rules of procedure that govern the functioning of the *Bais Din* or any of its panels.
- c. In situations where the parties to a dispute explicitly adopt a “choice of law” clause, either in the initial contract or in the arbitration agreement, the *Bais Din* will accept such a choice of law clause as providing the rules of decision governing the decision of the panel to the fullest extent permitted by Jewish Law.

- d. In situations where the parties to a dispute explicitly or implicitly accept the common commercial practices of any particular trade, profession, or community — whether it be by explicit incorporation of such standards into the initial contract or arbitration agreement or through the implicit adoption of such common commercial practices in this transaction — the *Bais Din* will accept such common commercial practices as providing the rules of decision governing the decision of the panel to the fullest extent permitted by Jewish Law.
- e. Unless otherwise indicated, all references in these Rules to “arbitration” shall refer to dispute resolution utilizing similar principles, and the Rules set forth herein shall be applicable equally to any of these modes of resolution.

6. Number and Selection of Arbitrators (*Dayanim*)

- a. If the Submission or contractual provision pursuant to which arbitration is initiated does not specify the number of arbitrators (*dayanim*), the dispute shall be heard and determined by one arbitrator (*dayan*) if the amount in controversy is less than \$10,000 unless the parties, by mutual agreement — within 10 working days of submission of the matter to the *Bais Din* — direct that the dispute be heard and determined by a panel of three arbitrators (*dayanim*).
- b. If the amount in dispute is more than \$10,000, the matter shall be heard by a single arbitrator (*dayan*) unless either party — within 10 working days of submission of the matter to the *Bais Din* — states, in writing, that he wishes for the matter to be heard by a panel of three arbitrators (*dayanim*).
- c. The *Menahel* may direct that any particular case submitted for resolution to the *Bais Din* be heard by a panel of three arbitrators (*dayanim*).
- d. The *Bais Din* shall notify the parties of the selection of arbitrators (*dayanim*) by the *Menahel* upon their selection, so as to provide the parties with a reasonable time to exercise their right to challenge the neutrality of any arbitrator (*dayan*), in accordance with Section 7 of these rules.

7. Disclosure and Challenge Procedure

- a. Prior to the commencement of the arbitration proceedings, any party may object to the appointment of any person appointed as an arbitrator (*dayan*) on the grounds that such person is biased, has a financial or personal interest in the result of the arbitration or has any past or present relationship with any of the parties.
- b. A person appointed to be an arbitrator (*dayan*), after making a reasonable inquiry, shall disclose in writing, which shall be confidential, to the *Menahel* any circumstances likely to affect impartiality, including, without limitation, any bias, any financial or personal interest in the result of the arbitration or any past or present relationship with the parties. Such obligation shall remain in effect throughout the arbitration. Disclosure of information pursuant to this Section 7(b) shall not be an indication that the arbitrator (*dayan*) considers that the disclosed information is likely to affect impartiality or independence.
- c. Upon receipt of the information described in Section 7(b) of these Rules from such party or arbitrator (*dayan*) or other source, the *Menahel* shall communicate such information to the parties, and, if the *Menahel* deems it appropriate to do so, to the arbitrator (*dayan*) and others. The *Menahel* shall determine whether the arbitrator (*dayan*) should be disqualified and shall inform the parties of his decision, which shall be conclusive. However, the *Menahel* must disqualify any arbitrator (*dayan*) who has a financial interest in any matter.

- d. If the Vaad Hadin V’Haraah advises one or more parties regarding a matter or drafts a contract for one or more parties which contains an arbitration clause or otherwise requires disputes to be resolved in the *Bais Din*, and either or both parties later commence arbitration proceedings in the *Bais Din*, to the extent permissible in the relevant jurisdiction, the parties agree that the fact that the Vaad had previously advised either party shall not be considered bias or a personal or a financial interest under these Rules.

8. Vacancies

- a. If any arbitrator (*dayan*) should resign, die, withdraw, refuse, be disqualified or be unable to perform his duties, the *Menahel* may, on proof sufficient and satisfactory to the *Menahel*, declare the office vacant. Any vacancy that occurs before the proceedings have been closed (Section 21) shall be filled in accordance with Section 1(e) of these Rules, as applicable, and the matter shall be reheard unless, in each case, the parties otherwise agree.
- b. Any vacancy that occurs after the proceedings have been closed shall not be filled and the matter shall not be reheard unless, in each case, the parties otherwise agree.

9. Time and Place

- a. The *Bais Din* shall fix the time and place for each hearing. The *Menahel* or his designee shall notify each party thereof by registered or certified mail or by facsimile of the same, with confirmation of receipt at least eight (8) days in advance, unless the parties by mutual agreement waive such notice or modify the terms thereof.

10. Record

- a. The *Menahel* shall arrange for electronic recording of every proceeding. At the request of any party, the *Menahel* shall arrange for a reporting service to prepare an official transcript of such recording. The cost of such transcript shall be prorated among the parties ordering copies, unless the parties otherwise agree, and shall be paid by the responsible parties directly to the reporting service which is providing such transcription services.

11. Interpreter and Other Cases of Need

- a. All proceedings of the *Bais Din* shall be in English, unless the *Menahel* directs to the contrary, and all the parties to the proceeding consent to the use of any other language.
- b. Upon the request of any party, the *Menahel* shall arrange for an interpreter to be present at the proceeding for the benefit of one or more of the parties. The requesting party or parties shall bear the cost of such service.
- c. In situations where one of the litigants is handicapped or in need of other assistance which facilitates the presentation to the *Bais Din*, the *Bais Din* shall make such accommodations as needed to allow that person to present their case in a reasonable manner.

12. Representation by Counsel/Toein

- a. No party can be represented by any other individual at any point during the proceedings (e.g., a “toein” who is not a licensed attorney), unless such individual is an attorney who is licensed to

practice law in any jurisdiction in the United States. A party may claim such right to representation by a licensed attorney at any time as to any part of the arbitration that has not taken place. If a party is represented by an attorney, all papers served on such party shall be served on such attorney. A party intending to be so represented shall notify the other party and the *Bais Din* of the name, telephone number and address, and email address if available, of the representative at least seven (7) calendar days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.

- b. A party that does not attend the proceedings with an attorney shall be deemed to have waived his right to counsel for that proceeding only.

13. Attendance at Proceedings

- a. All proceedings of the *Bais Din* shall be private, unless the law of the jurisdiction provides to the contrary. Any person having a direct interest in the arbitration shall be entitled to attend proceedings of the *Bais Din* and to be represented by an attorney who may attend and participate in the proceedings in any manner that the principal may participate. Unless the parties otherwise agree, the *Bais Din* shall decide whether any other person may attend the hearings. The *Bais Din* shall exclude any witness, other than a party or their representatives, during the testimony of any other witness.

14. Recess

- a. The *Bais Din* may recess upon the request of any party or upon its own initiative, and shall recess when all the parties agree thereto. The *Bais Din* shall reconvene upon the direction of the *Menahel*, or when agreed to by the parties or directed by the arbitrators (*dayanim*) hearing the matter.

15. Oaths

- a. The arbitrators (*dayanim*) shall not be required to take an oath or to administer an oath to any party or witness.

16. Arbitration in the Absence of a Party

- a. Unless the law of the jurisdiction provides to the contrary, the arbitration may proceed (including until the conclusion of proceedings) in the absence of any party who, after due notice, fails either to be present or fails to obtain an adjournment. An award shall not be made solely because of a party's default. The *Bais Din* shall require the party who is present to submit such evidence as the *Bais Din* may require for the making of an award.

17. Evidence

- a. The parties may offer such evidence as they desire and shall produce such additional evidence as the *Bais Din* may deem necessary to an understanding and determination of the dispute. The *Bais Din*, when authorized by the law of the jurisdiction to subpoena witnesses or documents, may do so upon its own initiative or upon the request of any party. The *Bais Din* shall be the judge of the relevancy and materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the entire *Bais Din* and the

parties, except where any party is absent because such party is in default or has waived in writing the right to be present.

- b. The *Bais Din* may, on its own motion, seek testimony or affidavits from any person whom it deems relevant to a matter: provided that such testimony be sought in the presence of the parties, and subject to such rebuttal as the parties deem appropriate and the *Bais Din* permits.
- c. There shall be no ex parte communication between the arbitrators (*dayanim*) and the parties, or between the arbitrators (*dayanim*) and any witnesses unless the arbitration contract explicitly permits such activity. The restrictions described in the previous sentence shall not apply to the *Menahel*, unless he is serving as an arbitrator (*dayan*) for that particular case.

18. Evidence by Affidavit and Filing of Documents

- a. The *Bais Din* shall receive the evidence of witnesses contained in affidavits, but such affidavits will receive only such weight as the *Bais Din* deems appropriate after consideration of any objections thereto.
- b. Any documents not filed with the *Bais Din* at the proceeding, but which the parties agree at the proceeding or subsequently should be submitted to the *Bais Din*, shall be filed with the *Menahel* (for distribution to the entire *Bais Din*) and a copy of such documents shall concurrently be delivered to each other party to the dispute. All parties shall be afforded an opportunity to examine and submit written comments with respect to such documents to the *Menahel* prior to submission of such documents to the *Bais Din*. Such comments shall be distributed to the *Bais Din* together with such documents.

19. Inspection or Investigation

- a. Whenever the *Bais Din* deems it necessary or appropriate to make an inspection or investigation in connection with the arbitration, the *Bais Din* shall advise the parties of such intention. The *Bais Din* shall set the time and the *Menahel* or his designee shall notify the parties thereof. Any party who so desires may be present at such inspection or investigation. If one or both parties are not present at the inspection or investigation, the *Bais Din* shall make a verbal or written report available to the parties and afford them an opportunity to comment.

20. Conservation of Property

- a. Unless prohibited by the law of the jurisdiction, the *Bais Din* may issue such orders as it may deem necessary or appropriate to preserve and safeguard any property that is the subject matter of the arbitration without prejudice to the rights of the parties or to the final determination of the dispute.

21. Closing of Proceedings

- a. After each of the parties has completed presenting its witnesses and proof, the *Bais Din* shall specifically inquire of all the parties whether they have any further proof to offer or witnesses to be heard. Upon receiving negative replies, the *Bais Din* shall declare the proceedings closed and shall record the date of such closing.
- b. If any documents or other submissions are to be filed with the *Bais Din* after the taking of all testimony has been completed, the proceedings shall be closed as of the final date set by the *Bais*

Din for the filing of such documents or other submissions. Absent an agreement by the parties to the contrary, the time limit within which the *Bais Din* is required to make its award (Section 25) shall commence upon the closing of the proceedings.

22. Reopening of Proceedings

- a. Before any award is made, the *Bais Din* upon its own motion or upon application of a party, may reopen the proceedings at any time for taking additional evidence or hearing additional testimony.

23. Waiver of Oral Hearings

- a. The parties may provide, by written agreement and the consent of the *Bais Din*, for the waiver of oral hearings other than the first hearing. If such hearing is waived, the parties shall agree upon an alternative procedure to be followed by the *Bais Din* for receiving evidence.

24. Communication with the *Bais Din*; Service of Process

- a. After the proceedings have commenced, the parties and their counsel shall not communicate with the arbitrators (*dayanim*) (other than the *Menahel*) other than at such proceedings. Any other oral or written communications from the parties to the arbitrators (*dayanim*) shall be directed to the *Menahel* for transmittal to the members of the *Bais Din*. In a case in which the *Menahel* is also an arbitrator (*dayan*), the *Segan Menahel* shall assume the duties normally assigned to the *Menahel* for that case.
- b. Each party to an arbitration under these Rules shall be deemed to have consented that any documents, notices or process necessary or appropriate to initiate or continue arbitration under these Rules (other than notice as to the time and place of any proceeding [Section 8]) and any court action in connection therewith or the entry of judgment on any award made thereunder may be served upon such party by first-class mail addressed to such party at its last known address, personal service, overnight delivery, fax, or via electronic delivery (including, but not limited to, email), in each case, within or without the state wherein the arbitration is to be held.

25. Decision and Time of Award

- a. The award must be made by at least a majority of the arbitrators (*dayanim*) unless the concurrence of all the arbitrators (*dayanim*) is expressly required by written agreement of the parties or by the law of the jurisdiction. The *Bais Din* shall make its award promptly and shall strive to issue every award not later than 30 days after the date on which the proceedings are closed (Section 21), unless a longer period is required by law. Extensions of this deadline may be made at the sole discretion of the *Menahel*.

26. Form of Award

- a. The award shall be in writing and shall be signed and affirmed by a majority of the arbitrators (*dayanim*) and shall be in English. In the discretion of the arbitrators (*dayanim*), a simultaneous translation into other languages can also be issued in writing. The award shall be executed in the manner required by the law of the jurisdiction. The arbitrators (*dayanim*) need not render a reasoned award unless the parties request such an award in writing prior to the appointment of the arbitrators (*dayanim*), or unless the arbitrators (*dayanim*) determine that a reasoned award is appropriate.

27. Scope of Award

- a. The *Bais Din* may grant any remedy or relief that it deems just and equitable and within the scope of the agreement of the parties, including, without limitation, specific performance of a contract and injunctive relief. In addition, the *Bais Din* may make other decisions, including interim, interlocutory or partial rulings, orders, and awards; in each such case, the *Bais Din* may assess and apportion the fees, expenses and compensation related to such award as the *Bais Din* deems appropriate. The *Bais Din*, in its award, may assess arbitration fees and expenses in favor of any party and, in the event any administrative fees or expenses that are due the *Bais Din*, in favor of the *Bais Din*.

28. Award upon Settlement

- a. If the parties settle their dispute during the course of the arbitration, the *Bais Din*, at the written request of the parties, may set forth the terms of such settlement in an award (a “settlement award”), although such a settlement shall be binding and shall be considered an “award of the *Bais Din*.” The settlement award must include an allocation of arbitration costs, including administrative fees and expenses as well as arbitrator fees and expenses, and the settlement award shall not be released to the parties until all administrative fees and all arbitrator compensation have been paid in full.

29. Delivery of Award to Parties

- a. Parties shall accept as legal delivery of the award, personal service of the award or a true copy thereof, or the mailing of such award or copy by certified or registered mail, by the *Bais Din* addressed to each party at its last known address. The award shall be filed in any manner which may be prescribed or permitted by the law of the relevant jurisdiction.

30. Modification of Award

- a. On written application of a party to the *Bais Din* within twenty (20) days after delivery of the award to the applicant, the *Bais Din* may modify the award upon the occurrence of any of the following: (a) there was a mathematical miscalculation; (b) there was a mistake in the description of any person, thing or property referred to in the award; (c) the award is based upon an issue not submitted to the *Bais Din* and the award may be corrected without affecting the merits of the decision upon the issues submitted; (d) the award is imperfect in a matter of form not affecting the merits of the controversy; or (e) the *Menahel* determines that a provision of the award is contrary to Jewish Law.
- b. Copies of such application shall be concurrently served (by personal service or registered or certified mail) upon all other parties to the arbitration. Any party objecting to such modification shall submit written objections to the *Bais Din*, with copies to all other parties to the arbitration, within ten (10) days of receipt of such application. The *Bais Din* shall dispose of any application made under this section in writing. Such writing shall be signed by the *Menahel* within forty (40) days after the application for modification. The parties may consent in writing to extend the time for such disposition either before or after its expiration.

31. Release of Documents for Judicial Proceedings

- a. The *Bais Din* shall furnish to any party, at the prior written request and at the expense of such party, certified copies of any papers in the *Bais Din*'s possession that may be required in judicial

proceedings relating to the arbitration and that are not determined by the *Bais Din* to be privileged or confidential.

32. Application to Court

- a. No judicial proceedings by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate, although the *Bais Din* may consider such conduct in determining its award.
- b. No arbitrator (*dayan*) in an arbitration proceeding under these Rules is a necessary or proper party to a judicial proceeding relating to such arbitration, and no arbitrator (*dayan*) 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.
- c. Parties to these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.
- d. Parties to an arbitration under these Rules shall be deemed to have consented that neither the *Bais Din* nor any arbitrator (*dayan*) shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any arbitration under these Rules.

33. Fees

- a. The *Menahel* shall prescribe a fee schedule to compensate the *Bais Din* for the cost of providing its services. The schedule in effect at the time the arbitration is initiated shall be applicable.
- b. Fees for arbitration proceedings shall be advanced prorate by the parties, subject to final apportionment by the *Bais Din* in the award.
- c. When a matter is withdrawn or settled, a refund may be made as determined by the *Menahel*.
- d. The *Bais Din*, in the event of extreme hardship on the part of any party, may defer or reduce the administrative fee.
- e. If, at any time, any party has failed to pay fees or expenses to the *Bais Din* in full, the *Menahel* may order the suspension or termination of the proceedings, pending payment in full, and inform the parties of such suspension or termination so that one of them may advance the required payment. If one party advances the payment owed by a non-paying party, the *Menahel* or his designee may issue an award, separate from any other award ordered by the *Bais Din*, ordering the non-paying party to reimburse the other party for advances made on their behalf. Such award shall be subject to the provisions of Section 32(c) of these Rules, although it shall not be subject to the provisions of Sections 25 and 26 of these Rules.

34. Expenses

- a. The expenses of counsel and witnesses for either side (other than witnesses who appear at the direct request of the *Bais Din*) shall be paid by the party producing such witnesses.

- b. All other expenses of the arbitration, including the expenses of any witness or the cost of any proof produced at the direct request of the *Bais Din*, shall be borne equally by the parties, unless they agree otherwise, or unless the *Bais Din*, in the award, assesses such expenses or any part thereof against any specified party or parties.

35. Deposits

- a. The *Bais Din* may require the parties to deposit in advance such sums of money as the *Bais Din* deems necessary to defray the expenses of the arbitration, and in such circumstances as the *Menahel* considers appropriate, the *Bais Din* may require the posting of a performance bond. The *Bais Din* shall render an accounting to the parties and return any unexpended balance following the conclusion of the relevant case.

36. Waiver of Rules

- a. Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with, and fails to state objection thereto in writing, shall be deemed to have waived the right to object, unless the law in the jurisdiction or these Rules provide to the contrary.

37. Extension of Time

- a. The parties may, by mutual agreement, modify the period of time for any action required to be taken hereunder. The *Bais Din*, for good cause, may extend any period of time established by these Rules, except the time for making the award. The *Menahel* or his designee shall notify the parties of any such extension of time and the reason therefor.

38. Interpretation and Application of Rules

- a. The *Menahel* shall interpret and apply these Rules insofar as they relate to the powers of the *Bais Din* or any individual arbitrators (*dyanim*).

39. Board of Directors Review

- a. Any award made by the *Bais Din* (as described in Section 26) shall be subject to review by the Board of Directors of the *Bais Din* (the “Board”). Any names or identifying details contained in the award shall be redacted, such that the award shall be reviewed by the Board on a fully anonymous basis. The Board will not have the ability to overturn any awards or decisions made the *Bais Din*; the purpose of the Board’s review is to ensure that the *Bais Din* is complying with these Rules in making awards.

40. Time of Proceedings

- a. Arbitration proceedings can be held at night, as well on Sundays or legal holidays, to the extent permitted by the relevant jurisdiction.

41. Expedited Proceedings

- a. Where no party's claim exceeds \$10,000, exclusive of interest, attorneys' fees and arbitration costs, and other cases in which the parties agree, the dispute shall be resolved by submission of documents, unless any party requests an oral hearing, or the *Bais Din* determines that an oral hearing is necessary. Where cases are resolved by submission of documents, the following procedures may be utilized at the agreement of the parties or the discretion of the arbitrators (*dayanim*):
- i. At least two business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing. The arbitrators (*dayanim*) shall resolve disputes concerning the exchange of exhibits.
 - ii. The arbitrators (*dayanim*) have the discretion to remove the case from the documents-only process if they determines that an in-person hearing is necessary.
 - iii. If the parties agree to in-person hearings after a previous agreement to proceed under this rule, the arbitrators (*dayanim*) shall conduct such hearings. If a party seeks to have in-person hearings after agreeing to this rule, but there is not agreement among the parties to proceed with in-person hearings, the arbitrators (*dayanim*) shall resolve the issue after the parties have been given the opportunity to provide their respective positions on the issue.
 - iv. The arbitrators (*dayanim*) shall establish the date for either written submissions or a final telephonic or electronic conference. Such date shall operate to close the hearing and the time for the rendering of the award shall commence.
 - v. When the parties have agreed to resolve their dispute by this rule, the arbitrator shall render the award within 14 calendar days from the date the hearing is closed.
 - vi. The arbitrators (*dayanim*) need not render a reasoned award.

42. Effectiveness of Agreement per Jewish Law (Halacha)

- a. The following paragraph is included for purposes of ensuring the enforceability of the Rules and any related arbitration agreement under Jewish law. Translation is available by contacting the *Bais Din*'s office. To the any term or provision of this paragraph 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.

אנו מודים שקבלנו בקנין הראי כל סעיף שבחזרה הנ"ל ונספחיו וענין לפי קנינו הראי בקנין מעכשיו ובהתחייבות דלא כאסמכתא ומבלי שאוכל ליפטר בטענות שום ממיני אסמכתא ושום טענה שבעולם ובפני בית דין חשוב על כל האמור ודלא כתוספי דשטרי וכל לשונות התחייבות נעשו כתיקון חכמי הספרד שיהיה תוקף הן על פי דין תורה והן על פי חוקי המדינה ולא יפסול שטר זה לא בחסר ולא ביתיר ולא במחק ושטוש וכל ההבטחות שיקבלו הצדדים על עצמם בהתחייבות גמורה מעכשיו ובאופן היותר מועיל ובקבלה על עצמם את שיטות הפוסקים הסוברים שיש תוקף להסכם אפילו לשיטת יחיד וכן להתחייבות בקנין לדבר שאין בו ממש ומחלו על אפשרות לטעון קים לי כהחולקים וכל התנאים נעשו כמשפטי התנאים ומאושרים בחתימנו את האמור לעיל ומודים בזה שקבלנו את הבית דין הנ"ל כבורור בקנין הראי ועלינו לבצע כל הוראה שיוורה ויפסק לנו.

If you have any questions regarding these Rules, please contact the Vaad Hadin V'Horaah at 845-579-2270.