

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



ARBITRATION AGREEMENT (Pre-Nuptial)

THIS AGREEMENT, made this _____ day of _____, 20____,

Between _____ (the “Husband” to be),
residing at: _____

and _____ (the “ Wife” to be)
residing at: _____

(Husband and Wife collectively, the “Parties” or the “Couple”)

The parties who intend to be married, hereby agree as follows:

Article I. Agreement to Arbitrate

Section 1.01 The Parties hereby agree to submit to binding arbitration before the Vaad, 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, as well as issues relating to division of assets, child support, alimony, child custody and child visitation, and other issues relating to family law, as well as any issues and obligations arising from or in connection with this Agreement 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 1.02 The Parties agree that they have read and hereby accept the Rules and Procedures of the Vaad, as available on the Vaad’s website, www.Hadin.org under the Forms tab (the “Rules”).

Section 1.03 The Parties agree that 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.

Section 1.04 The Parties understand that the Vaad has the ability to issue awards to either Party for damages caused to the other Party due to non-compliance with the terms and conditions of this Agreement, as provided in the Rules article 26.

Section 1.05 If a Party is summoned to a hearing at the Vaad and does not respond within 72 hours of receipt of such summons or does not attend such hearing, the Vaad reserves the right to issue an award in spite of the absence of such Party. Such ruling shall not be made solely on the basis of such default. The absent Party shall be deemed to be in non-compliance with this

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Agreement and thus subject to the Rules in articles 17 and 26.

Article II. Severability

Section 2.01 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.

Article III. Opportunity for Consultation.

Section 3.01 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 halachic requirements.

Article IV. Jurisdiction; Enforceability.

Section 4.01 By execution and delivery of this Agreement, each Party consents, for itself and in respect of its property, to the exclusive jurisdiction of the Vaad with respect to the issues set forth in Section 1.02. 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 Vaad. 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 Vaad are needed to effectuate the obligations, procedures and jurisdictional mandates contained in this Agreement.

Article V. Counterparts.

Section 5.01 This Agreement may be signed in one or more duplicates, each one of which shall be considered an original.

[SIGNATURE PAGE FOLLOWS]

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Signed:

Husband

Date

Wife

Date

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ACKNOWLEDGEMENTS

STATE OF _____)
) ss.:
 COUNTY OF _____)

On the _____ th day 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 the within instruments and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instruments, the individual, or the person upon behalf of whom the individual acted, executed the instruments.

 Notary Public

STATE OF _____)
) ss.:
 COUNTY OF _____)

On the _____ th day 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 the within instruments and acknowledged to me that she executed the same in her individual capacity, and that by her signature on the instruments, the individual, or the person upon behalf of whom the individual acted, executed the instruments.

 Notary Public