DOD Heskem

THIS AGREEMENT made on	the day of the month of	in the year 20,
between Husband-to-be	residing at	
in the country of	and Wife-to-be	residing at
	_ in the country of	(together, the "parties")

The parties, who intend to be married in the near future, hereby agree as follows:

SECTION 1: Arbitration

- 1.1 The purpose of the arbitration process is to prevent unnecessary acrimony, encourage the parties to deal with each other respectfully and ensure that all parties are counselled as to the requirements of Jewish law.
- 1.2 In the event that a dispute arises between the parties, resulting in them no longer living together as husband and wife, the parties agree to submit to binding arbitration before the Designated Beth Din.
- 1.3 For the purposes of this agreement, the Designated Beth Din shall be [**Check one**]:
 - □ The Beth Din L'Iyani Ishut (www.bdli.org, contact: info@bdli.org).
 - □ The Beth Din of America (www.bethdin.org, contact: info@bethdin.org).

In the event that neither box is checked, the Beth Din of America shall be the Designated Beth Din and have jurisdiction.

- 1.4 The Designated Beth Din shall have exclusive jurisdiction to determine all issues related to Jewish end-of-marriage, including (i) issues related to the *ketubah* and *tena'im*; (ii) issues or obligations in connection with this Agreement, including Section 2 below; and (iii) all financial matters related to the above, as determined by the Designated Beth Din in its sole discretion. The Designated Beth Din will serve as an arbitration panel in compliance with any state or local ordinances regarding arbitration panels.
- 1.5 The Designated Beth Din shall have authority to determine any issues and obligations arising from or in connection to this Agreement, as well as any questions regarding the validity, enforceability, formation or conscionability of this Agreement.
- 1.6 The parties accept the terms of this Agreement as an obligation under civil and Jewish Law. The parties agree that they have complied with all required conditions to effectuate this Agreement under Jewish and civil law.
- 1.7 The parties rescind all prior agreements and settlements that contradict this agreement.
- 1.8 The parties understand that the decision of this arbitration panel is final and not subject to appeal.

- 1.9 The decision of the Designated Beth Din shall be made in accordance with Jewish law (Halacha) or a Beth Din-ordered settlement in which the relative equities of the parties' claims are considered in accordance with the principles of Jewish law and nothing contained herein should be construed as violating civil law.
- 1.10 If either party refuses to appear before the Designated Beth Din, then the Designated Beth Din is permitted, upon reasonable notice, to issue a default ruling in the non-attending party's absence. The Designated Beth Din will, in its discretion, determine if a party is a "non-cooperative party". A "non-cooperative party" shall be defined as whichever party is refusing to appear before the Designated Beth Din or adhere to the rulings of the Designated Beth Din.

SECTION 2: Support Obligation

- 2.1 The Husband-to-be is committed to fulfill the obligations of Jewish marriage, including respecting his bride, providing for her financially, feeding her, and giving her shelter, in the tradition of Jewish men who respect, provide for, feed, and shelter their wives.
- 2.2 The Husband-to-be undertakes voluntarily that if he and the Wife-to-be are no longer living together as husband and wife, the Husband-to-be is committed to continuing to financially support the Wife-to-be at the rate of \$195 per day, adjusted annually according to the Consumer Price Index, and waives all right to her earnings. This support obligation will terminate if the Husband-to-be has complied with this agreement and the rulings of the Designated Beit Din. This support is in addition to all other financial support and payments due.
- 2.3 Husband-to-be and Wife-to-be hereby declare that for the purposes of Jewish law they are equal partners in all their assets and earnings from the day of their Halachic marriage.
- 2.4 Wife to be undertakes voluntarily that if Husband-to-be and Wife-to-be are no longer living together as husband and wife, the Wife-to-be is committed to provide the Husband-to-be \$195 per day for his domestic needs, adjusted annually according to the Consumer Price Index, and waives all right to support from him. This support obligation will terminate if the Wife-to-be has complied with this agreement the rulings of the Designated Beit Din.
- 2.5 The support obligation laid out in Section 2.2 exists under Jewish law and is entirely independent of any civil or state law obligation for spousal support, any court order regarding spousal support, and any prior agreement of support under Jewish law.
- 2.6 Any disputes regarding the interpretation of this support obligation shall be determined by the Designated Beth Din. The payments described herein will be subject to the determination of the Designated Beth Din.

SECTION 3: Legal and Rabbinic Consultation

3.1 Each party acknowledges that he or she has been given the opportunity to independently consult with rabbinic and legal advisors prior to executing this agreement.



SECTION 4: Severability

4.1 In the event that any term or provision of this Agreement is declared illegal, unenforceable or void, such term or provision shall be severable from the other terms or provisions of this Agreement and shall not affect the validity of the remainder of this Agreement.

SECTION 5: Duplicates

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

HUSBAND-TO-BE			WIFE-TO-BE		
CODATE TO DE					
DATE			DATE		
VITNESS			WITNESS		
WITNESS			WITNESS		
Notarization	Acknowledgment of	f Husband-to-	Be		
State of	Cour	nty of		On the	day
of	in the year of	befor			eared
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