



BATEI DINIM OF AMERICA HALACHIC PRENUP

OFFICIAL
VERSION

THIS AGREEMENT made on the _____ day of the month of _____ in the year 20____,
between Husband-to-Be: _____
residing at: _____
and Wife-to-Be: _____
residing at _____

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

- I. Arbitration. Should a dispute arise between the parties, in which they mutually agree to permanently no longer live together as husband and wife, they agree to submit to binding arbitration before ☐ Bais Din _____ located at _____
/ ☐ Bais Din Mishpat HaTorah (currently located at 207 Bates Drive Road, Monsey NY), which shall have exclusive jurisdiction to decide all issues relating to a *Gett* (Jewish divorce), *ketubah* and *tena'im* (Jewish premarital agreements) entered into by the Husband-to-Be and the Wife-to-Be, any issues and obligations arising from or in connection with this Agreement (including under paragraphs II, III and VI hereof) 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 II: Financial and Custody Issues

II:A. The parties agree that the designated Beth Din is authorized to decide all monetary disputes (including division of property and alimony) that may arise between them, and to utilize principles of equitable distribution in accordance with customary practice, as the Beth Din deems appropriate according to principles of Jewish law, equity and local custom. We choose to have paragraph II:A apply to our arbitration agreement.

Signature of Husband-to-Be

Signature of Wife-to-Be

II:B. The parties agree that the designated Beth Din is authorized to decide all disputes, including child custody, child support, parenting time, as well as any other disputes that may arise between them. We choose to have Section II:B apply to our arbitration agreement.

Signature of Husband-to-Be

Signature of Wife-to-Be

- III. Support Obligation. The parties acknowledge that they recite and accept the following:

I obligate myself to support my Spouse-to-Be according to the requirements of Jewish law. Furthermore, I hereby now (*me'achshav*) obligate myself, in a manner that I cannot exempt myself with any claim of *asmachta* (unenforceable conditional obligation) or any other claim, that in the event I separate from my Spouse-to-Be or force his/her separation from me, to

INITIALS

support my Spouse-to-Be from the date of the separation, at the rate of \$150 per day (calculated as of the date of our marriage, adjusted annually by the Consumer Price Index–All Urban Consumers, as published by the US Department of Labor, Bureau of Labor Statistics) in lieu of any Jewish law obligation of support, as hereinabove cited and circumscribed, so long as the two of us remain married according to Jewish law, even if he/she has another source of income or earnings. Furthermore, I waive my halakhic marital rights for the period that he/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'achshav*) effected the above obligation by means of a *kinyan* (formal Jewish transaction) in an esteemed (*chashuv*) Beth Din as prescribed by Jewish law.

- IV. Opportunity for Consultation. 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 halakhic requirements.
- V. Governing Law. The decision of the designated Bais Din / Rabbinical Court shall be made in accordance with Jewish law (halakha) or Beth Din ordered settlement in which the relative equities of the parties' claims are considered in accordance with principles of Jewish law (*peshara krova la-din*), except as specifically provided otherwise in this Agreement, and only after an enforceable shared parenting agreement or order is entered in the courts of the relevant jurisdiction.
- VI. Timing of a Get. The Husband-to-Be acknowledges that should he fail, without reasonable *halachic* cause, to perform his marital duties as delineated in the traditional *ketuba* (namely to provide for her, support her, and perform conjugal duties) then the Wife-to-Be is entitled to a Gett, and may request that the designated Beth Din begin Gett proceedings. The parties agree that their religious marriage is entirely distinct and separate from their civil marriage and that only the Beis Din can order the Husband to give and/or the Wife to receive, a Gett.

In witness of all the above, the Husband-to-Be and Wife-to-Be have entered into this Agreement.

Signature of
Husband-to-Be

Signature of
Wife-to-Be

Signature of
Witness

Signature of
Witness

Signature of
Witness

Signature of
Witness

INITIALS



BATEI DINIM OF AMERICA HALACHIC PRENUP

OFFICIAL
VERSION

Notarization Forms

Acknowledgement for Husband-to-be

State of County of On the
day of in the year of before me, the
undersigned personally appeared ,
personally known to me / proved to me on the basis of
satisfactory evidence to be the individual whose name is
subscribed to within this agreement and acknowledged to me that
he executed the agreement

Notary Public

Acknowledgement for Wife-to-be

State of County of On the
day of in the year of before me, the
undersigned personally appeared ,
personally known to me / proved to me on the basis of
satisfactory evidence to be the individual whose name is
subscribed to within this agreement and acknowledged to me that
he executed the agreement

Notary Public

In New York State, the officiating rabbi is qualified to notarize a prenuptial agreement, and he may use the following form. For other states, please check local rules and regulations.

State of County of
 On the day of in
the year of before me, the undersigned, a person
authorized to solemnize a marriage pursuant to Domestic
Relations Law § 11(1), 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 within this agreement
and acknowledged to me that he executed the same in his
capacity, and that by his signature on the arbitration agreement,
the individual executed the agreement.

Officiating Rabbi (print and sign name)

State of County of
 On the day of in
the year of before me, the undersigned, a person
authorized to solemnize a marriage pursuant to Domestic
Relations Law § 11(1), 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 within this agreement
and acknowledged to me that he executed the same in his
capacity, and that by his signature on the arbitration agreement,
the individual executed the agreement.

Officiating Rabbi (print and sign name)

INITIALS