



BETH DIN OF AMERICA BINDING AGREEMENT

CALIFORNIA
POSTNUPTIAL

This agreement consists of two pages and a notarization page. Instructions for filling out this document may be found on page 4. It is important that the instructions be carefully read and followed in completing the form.

THIS AGREEMENT made on the _____ day of the month of _____
in the year 20_____, in the City/Town/Village of _____, State of _____
between Husband: _____
residing at: _____
and Wife: _____
residing at: _____

The parties hereby agree as follows:

I. Arbitration. Should a dispute arise between the parties in the course of their marriage, so that they do not live together as husband and wife, they agree to submit to binding arbitration before the Beth Din of America (currently located at 305 Seventh Avenue, Suite 1201, New York, New York 10001; www.bethdin.org), 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, any issues and obligations arising from or in connection with this Agreement (including under paragraphs II and V 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.

II. Obligations of the Parties.

A. Husband acknowledges that he recites and accepts the following:

I hereby now (me'achshav) obligate myself to pay my Wife from the date that our domestic residence together shall cease for whatever reasons, at the rate of \$150 per day (calculated as of the date hereof, 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 my Jewish law obligation of support so long as the two of us remain married according to Jewish law, even if she has another source of income or earnings. Furthermore, I waive my halakhic rights to my Wife's earnings for the period that she is entitled to the above-stipulated sum. 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.

However, this obligation shall terminate if Wife refuses to appear upon due notice before the Beth Din of America or in the event that Wife fails to abide by the decision or recommendation of the Beth Din of America.

B. Wife acknowledges that she recites and accepts the following:

I hereby obligate myself to my Husband to discharge all duties incumbent upon me in the manner of Jewish wives who care for their husbands loyally. If we do not continue domestic residence together for whatever reasons, then I now (me'achshav) obligate myself to pay my Husband \$150 per day (calculated as of the date hereof, adjusted annually by the Consumer Price Index--All Urban Consumers, as published by the US Department of Labor, Bureau of Labor Statistics) for all his domestic needs from the day we no longer continue domestic residence together, so long as the two of us remain married according to Jewish law, even if he has another source of income or earnings. Furthermore, I waive my halakhic rights to food and support for the period that he is entitled to the above-stipulated sum. 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.

However, this obligation shall terminate if Husband refuses to appear upon due notice before the Beth Din of America or in the event that Husband fails to abide by the decision or recommendation of the Beth Din of America.

C. The payment obligations set forth in paragraphs II:A and II:B above shall be subject to offset by each other so long as both shall be payable and shall not otherwise be subject to offset. These support obligations under Jewish law are independent of any civil or state law obligation for spousal support, or any civil or state law imposed order for spousal support, and shall be determined only by the Beth Din of America.

III. 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



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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 that 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.

- IV. Governing Law. The decision of the Beth Din of America shall be made in accordance with Jewish law (*halakha*) or Beth Din ordered settlement in accordance with the principles of Jewish law (*peshara krova la-din*), except as specifically provided otherwise in this Agreement.
- V. Rules, Default Judgment and Costs. The parties agree to appear in person before the Beth Din of America, at a location mutually convenient to the arbitrators and the parties, at the demand of the other party, to cooperate with the adjudication of the Beth Din of America in every way and manner, and to abide by the published Rules and Procedures of the Beth Din of America (available at www.bethdin.org), which are in effect at the time of the arbitration. If either party fails to appear before the Beth Din of America upon reasonable notice, the Beth Din of America may issue its decision despite the defaulting party's failure to appear, and may impose costs and other penalties as legally permitted. Both parties obligate themselves to pay for the services of the Beth Din of America. Failure of either party to perform his or her obligations under this Agreement shall make that party liable for all costs, including reasonable attorneys' fees, incurred by one side in order to obtain the other party's performance of the terms of this Agreement.
- VI. Jurisdiction: Enforceability. By execution and delivery of this Agreement, each party consents, for itself and in respect of its property, to the exclusive jurisdiction of the Beth Din of America with respect to the issues set forth in paragraph I. 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 Beth Din of America. 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 Beth Din of America are needed to effectuate the obligations, procedures and jurisdictional mandates contained in this Agreement.
- VII. Consideration. Husband and Wife execute this document to further enhance the continued harmonious marital relationship between themselves as husband and wife. Furthermore, the mutual promises of the parties are consideration each for the other, and this Agreement shall be fully enforceable in a court of competent jurisdiction.
- VIII. Counterparts. This Agreement may be signed in one or more duplicates, each one of which shall be considered an original.

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

Signature of
Husband

Signature of
Wife

Signature of
Witness

Signature of
Witness

Signature of
Witness

Signature of
Witness

Notarization forms appear on the next page. For further information about notarization, see the instructions.



Notarization Forms

Acknowledgment of Husband-to-Be

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, 20__, before me, _____ (Name of Notary), personally appeared _____ (name of Husband-to-Be), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Acknowledgment of Wife-to-Be

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, 20__, before me, _____ (Name of Notary), personally appeared _____ (name of Wife-to-Be), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



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INSTRUCTIONS

INTRODUCTION. This Agreement is intended to facilitate the timely and proper resolution of certain marital disputes. When a married couple signs this Agreement, they thereby express their concern for each other's happiness, as well as their concern for all couples marrying in accordance with Jewish law. To enter into the agreement, follow these five steps:

- 1 Read the agreement. A detailed guide explaining the provisions of the agreement is also available at www.theprenup.org, and you can also discuss the agreement with an attorney. You can also call or e-mail the Beth Din of America (212-807-9042; info@bethdin.org) with any questions.
- 2 Sign the agreement in front of witnesses and a notary. Put your initials on the bottom of page 1, and sign the agreement on the bottom of page 2.
- 3 Have the witnesses sign in the spaces provided beneath your signatures. The same people can witness each signature and sign twice, once under the signature of the Husband, and once under the signature of the Wife, or four witnesses can be used, each signing once.
- 4 Have the notary complete the notary block on page 3, sign it at the bottom, and affix his or her notary stamp. Notaries can usually be found in banks, law offices, etc.
- 5 Husband and Wife should keep his or her own copy of this Agreement in a safe place. In addition, scan the signed agreement, or take a picture of it, and e-mail it to prenup@bethdin.org or fax it to (212) 807-9183. The Beth Din of America will retain a copy of your signed agreement in its confidential files in case it is ever needed.

BINDING CIVIL COURT EFFECT. When properly executed, this Agreement is enforceable as a binding arbitration agreement in the courts of the United States of America, as well as pursuant to Jewish law (*halakha*). The supervising rabbi should explain this to the parties. Please note that this version of the agreement does not authorize the Beth Din to decide financial matters related to division of marital property, spousal support under civil law, or child custody and visitation issues. This Agreement should only be used when the parties expect to reside in the United States upon marriage. Parties should contact the Beth Din of America to inquire about appropriate forms when they will be residing outside the United States. For those who will reside in the United States, the Beth Din will appoint the proper *dayanim* (arbitrators) to hear and resolve matters throughout the country.

ADDITIONAL FORMS. Additional copies of this document and other materials can be obtained from the offices of the Beth Din of America, or by visiting www.theprenup.org or www.bethdin.org.

FURTHER INFORMATION. Further information regarding this Agreement, or further information concerning the procedures to be followed for resolution of any matters or disputes covered by this Agreement, may be obtained from the Beth Din of America, which has disseminated this form Agreement. Background information is available at www.theprenup.org or www.bethdin.org.



Beth Din of America

305 Seventh Ave., Suite 1201, New York, NY 10001
Tel: (212) 807-9042 Fax: (212) 807-9183
Email: info@bethdin.org
Web: www.bethdin.org www.theprenup.org

In an Emergency: Outside of normal business hours, questions may be addressed to Rabbi Shlomo Weissmann, Director of the Beth Din of America, at (646) 483-1188.