

Heskem between Choson and Kallah (the "Agreement")

This Agreement is made on the ____ day of _____, 20____, corresponding to the Hebrew calendar date of _____ (day) _____ (month) of _____ (year) in the city of _____, county of _____, country of _____, between the perspective Groom/Choson _____ son of _____, who resides at _____, _____ (referred to herein as "Groom" and/or "Choson"), and the prospective Bride/Kallah _____, daughter of _____, who resides at _____, _____ (referred to herein as "Bride" and/or "Kallah".) The two parties are referred to herein individually as a "Party" and collectively as the "Parties".

The Parties hereby agree that this Agreement shall be a legally binding and irrevocable agreement and that it is being entered into voluntarily by each of the Parties. In addition, a *tenaim* and a *kesuba* document (which provide obligations between the parties) will be executed under the tenets of Jewish law, and to which the Parties agree to abide.

Furthermore, the Parties agree that in the event their marital relationship should break down, the following shall transpire:

1. The Beth Din selected by the Parties is _____ located at _____ (referred to herein as "Beth Din", the "Arbitrator", the "Arbitrators" or the "Rabbinical Court") shall serve as the Arbitrator between the Parties and shall ensure that their *p'sak* (ruling) shall be enforceable under the applicable laws of the State of _____ as binding arbitration.
2. All attorneys and *toanim* (rabbinical attorneys if permitted by Beth Din) who appear in matters pursuant to this Agreement, shall abide by the rules as outlined in the attached Addendum 1: *Protocols for Professional Conduct Before Beth Din*, and shall execute a document indicating their agreement to abide by such rules. The attorneys, *toanim* (if permitted by Beth Din), or any other consultant shall execute their acknowledgement to comply with the protocols of this agreement prior to their appearance before the Beth Din.
3. The Beth Din shall arbitrate child custody matters in States that authorize same and the Parties will execute any document necessary to effectuate this for the Beth Din. Otherwise the Beth Din shall mediate the issue of custody.
4. Beth Din shall follow the rules of Halacha (Jewish laws) in arriving at their decision.
5. The Beth Din shall assist the Parties in arriving at a compromise.
6. Beth Din shall consider the issue of Shalom Bayis (an inquiry into whether the marital strife might be resolved).
7. Beth Din shall issue a decision which is just and proper and guided by the principles of fairness or based on any other way it wishes to reach a decision.
8. The Parties agree that in the event they have children and a custody dispute is before Beth Din, they will abide by the protocols listed on Addendum 2: *Protocols of Kosher Home and Sabbath Observance in Custody Matters* attached herein.
9. The Parties further agree that they shall empower the Beth Din as the Beth Din designated to hear and determine matters under this Agreement.
10. The Beth Din is empowered by this Agreement to render a determination on all issues permissible under law.
11. All decisions shall be based on a majority opinion of Beth Din.
12. Upon written instruction by Beth Din, the Parties agree to execute any form requested by Beth Din including but not limited to a HIPAA form, and all such documents shall be made returnable to Beth Din exclusively. The Beth Din shall permit the parties and their representative to view, but not copy, the file in the presence of Beth Din. These documents shall be held by Beth Din and shall not be released to anyone outside of Beth Din except as authorized by the Parties or their counsel/Toyan.
13. The Parties agree that Beth Din may have contact with outside parties that it deems necessary. Such contact may take place outside the presence of the Parties. Beth Din shall assess the credibility of all collateral sources to which Beth Din speaks. Any communication shall be among all members of Beth Din and the Parties shall be apprised of who had been contacted.
14. In the event that any member of Beth Din cannot perform their duties for thirty (30) days or longer, or is in any way incapacitated, the remaining members shall replace that member within thirty (30) days, following the initial thirty (30) days during which the member was not able to perform his duties. There shall be a panel of three (3) to proceed in the matter before Beth Din.
15. Beth Din shall hear any and all issues raised by the Parties. Beth Din shall use its best efforts to schedule the initial session within two (2) weeks of request by either

Party or within a reasonable amount of time taking into account legal or Jewish holidays. Subsequent sessions shall be scheduled taking into account each Party's request for a session.

16. At the initial session, Beth Din shall outline the issues between the Parties and make a determination of the interim payments necessary to ensure that the lifestyle of the un-emancipated children of the household (if any) can be maintained, and that they can continue to attend yeshiva.
17. The Parties agree to submit themselves to the personal Jurisdiction of the relevant Court of the State listed in paragraph 1 of this Agreement (unless the State of Jurisdiction is modified as per the following paragraph 18 in which case the Parties agree to submit themselves to the personal Jurisdiction of the relevant Court of the State mentioned in the following paragraph 18) for any action or proceeding necessary to enforce any and all aspects of the decision of Beth Din empowered by this Agreement.
18. The Parties agree that in the event that their marital relationship breaks down while they both reside in a State other than the State listed in paragraph 1 of this Agreement, and have resided in such state—during the past six (6) consecutive months if there is a custody issue, otherwise for the past twelve (12) consecutive months—then the State of Jurisdiction as referenced in this Agreement is hereby amended to refer to the State in which they then currently reside. In the event the State of Jurisdiction is modified as per this paragraph, and the location at which both Parties then currently reside is more than one-hundred and fifty (150) miles from the Beth Din designated in paragraph 1 of this Agreement, said Beth Din shall designate a replacement Beth Din that is closer to where the Parties then currently reside. In the event there is any other conflict determining which State has jurisdiction, then the Beth Din designated in paragraph 1 of this Agreement shall assist the Parties in determining the proper State of Jurisdiction
19. The Parties have the right to be represented by attorneys, consultants, and *toanim* (if permitted by Beth Din) who abide by the rules of professional conduct as listed in Addendum 1: *Protocols for Professional Conduct Before Arbitration Panel*. The Parties waive formal notice of time and place of the arbitration. Email notice from Beth Din specifying the time and date of the scheduled appearance shall constitute sufficient notice. The arbitrators may proceed, in the absence of the defaulting Party, to hear testimony, consider evidence and arguments, and arrive at temporary decisions. If the defaulting party continues to not participate in the arbitration process, the arbitrators shall authorize the non-defaulting party to proceed to court in order to

compel the defaulting party to abide by this arbitration agreement. All costs shall be apportioned as specified in paragraph 31 of this Agreement.

20. 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 this Agreement. The issue that had been deemed illegal, unenforceable or void, shall be submitted to the Beth Din for reconsideration.
21. Beth Din may hear issues between the Parties in any succession it deems best, provided, however, that the issue of interim support, as previously stated, shall be first on the agenda and be determined at the initial appearance, pursuant to the terms and conditions of this Agreement.
22. Beth Din may issue interim awards, determinations, or orders. Beth Din may modify interim awards, determinations, or orders. Beth Din may clarify interim awards, determinations, or orders.
23. Beth Din shall categorize each award, determination, or order it issues, in writing as one of the following:
 - a. an interim award, determination, or order;
 - b. a modification of an interim order, award, or determination;
 - c. a clarification of an interim award;
 - d. or a determination of order.
24. Each award, determination or order issued by Beth Din shall be signed and acknowledged by Beth Din.
25. All proceedings of Beth Din shall be audio-recorded, or a stenographer shall be hired to type a transcript of the proceeding.
26. The Beth Din retains exclusive jurisdiction over this Arbitration and its award. This jurisdiction shall continue until after the final decision or award is issued on all issues related to the divorce proceeding.
27. The arbitration award may not be appealed or otherwise submitted for review, other than for the purpose of enforcement in any Court or any forum, whether religious or civil.
28. The foregoing constitutes the Parties' complete waiver of any legal or halachic rights that they may otherwise have, to proceed in any other forum regarding the disputes submitted under this Agreement, except as provided by applicable law and public policy.
29. The Parties agree that the decisions of Beth Din are final and binding.

30. Beth Din shall have full and final jurisdiction with respect to any question regarding the interpretation of this Agreement, and the Beth Din rulings.
 31. Except for the Beth Din fees, failure of either Party to perform his or her obligations under this Agreement or the Beth Din decision, shall render that Party liable for all fees and costs before the Beth Din or before any Court that are necessary to enforce the Beth Din decision, including all *toanim* (if permitted by Beth Din) and counsel fees incurred by one Party to obtain the other Party's performance of the terms of this Agreement or the decision of the Beth Din, except as provided by applicable law or public policy.
 32. If, for any reason, any portion of Beth Din's arbitration award is invalidated, it will not serve to invalidate the entire award.
 33. To the fullest extent permitted under applicable law, the Parties agree not to subpoena any member of Beth Din as a witness in any hearing held in a secular or religious court concerning the proceeding.
 34. To the fullest extent permitted under applicable law, the Parties agree not to bring suit against Beth Din or any member of Beth Din, in a secular or religious court and waive any claims against all arbitrators arising from their conduct during this arbitration. The Party who institutes the suit shall indemnify and hold harmless the arbitrators individually for any expenses, fees, loss or damage including without limitation, all attorney fees and court cost which the arbitrator may at any time sustain, incur or be exposed to in relation to any subpoena or suit instituted or threatened against the arbitrators individually in connection to this controversy. All of the above mentioned in this paragraph is applicable to the Parties, *toanim* (if permitted by Beth Din) and counsel, except as provided by applicable laws or public policies.
 35. In the event that the Beth Din listed in paragraph 1 of this Agreement is no longer available or in existence at the time an Arbitration is necessary, the Parties agree that the Rabbi of the synagogue the Parties attended on Shabbos morning during the last twelve (12) months shall designate a replacement Beth Din. In the event the Parties attended more than one synagogue on Shabbos morning during the last twelve (12) months, the rabbi of the synagogue that the Parties attended most often on Shabbos morning during the last twelve (12) months shall be the rabbi to designate the replacement Beth Din.
- In the event that the Beth Din listed in paragraph 1 of this Agreement is no longer available or in existence at the time Arbitration is necessary, and the husband and wife attend two different synagogues then the two rabbis of the two synagogues should decide together and designate the replacement Beth Din.
36. The Parties agree that they will not go to any Beth Din to receive a *Heter Meah Rabonim*, *Heter Nisuin* or a *Bitul Kedushin* (annulment of the marriage) if the wife is willing and able to accept a Get (a Jewish divorce).
 37. The Parties represent that they have each had the opportunity to seek the advice of counsel and *toanim* of their own choosing prior to executing this Agreement.
 38. The Parties bind themselves fully, with total awareness, from this very moment and onwards to all terms and provisions set forth in this Agreement, and as set forth by any and all applicable Jewish religious doctrine.
 39. The Parties accept the terms and conditions of this Agreement as an obligation according to Jewish Law and is in full force. The Parties agree that they performed all required *Kinyonim* (proceedings required under Jewish law) to effectuate this Agreement. The parties agree that this document was executed with all necessary procedures legally and halachically with all required *Kinyonim* (proceeding required under Jewish law) to validate this Agreement and all its provisions.
 40. The Parties rescind all prior settlements that contradict this Agreement.
 41. All awards or decisions of Beth Din shall be in writing and shall be signed by the Beth Din arbitrators and shall be acknowledged by a registered notary.
 42. It is the intention of the Parties that should a matter be initiated at Beth Din, it is recommended that the proceeding should be finalized as quickly as possible: non-custody cases within six (6) to eight (8) months; and cases involving custody matters within a year to eighteen (18) months.
 43. All annexures and schedules shall form part of this Agreement.

On this date _____ we bind ourselves with a binding commitment to all the above stipulations with a full understanding of their meanings.

Groom/Choson

Bride/Kallah

Witness for Groom/Choson

Witness for Bride/Kallah

Accepted to:

On Behalf of the arbitrating Beth Din, Rabbinical Court

ACKNOWLEDGMENTS

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

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, (Groom/Choson) to me personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

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

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (Bride/Kallah) to me personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

ADDENDUM 1

Protocols for Professional Conduct Before Arbitration Panel

1. The parties below including all attorneys, *toanim* (if allowed by the selected Beth Din) and representatives, who appear before the Arbitration Panel pursuant to the Heskem Agreement shall abide by rules of professional conduct before the Arbitration Panel. It shall include that all parties appearing before the Beth Din shall comport themselves with respect to the panel and their adversaries.
2. There shall be no raising of voices or usage of foul language in this matter.
3. The Arbitration Panel, which is a signatory to these protocols, the attorneys, *toanim* and representatives, agree that should any of the parties' representatives behave in conduct that the Arbitration Panel believes unbecoming for a professional, they shall be notified in writing and disqualified from further appearances in this matter before the panel.
4. In the event the above occurs, the parties shall have a reasonable amount of time, not to exceed thirty (30) days, to obtain replacement counsel or *toanim*.

Groom/Choson (Initials)

Bride/Kallah (Initials)

ADDENDUM 2

Protocols of Kosher Home and Sabbath Observance in Custody Matters

Both parties agree that the child(ren) will be raised in homes that adhere to Orthodox Jewish tradition defined pursuant to what is expected in practice and spirit by the schools the child(ren) will/are currently attend(ing).

The parties represent that when they are with the child(ren), they will observe Orthodox Jewish tradition as regards to the observance of Sabbath (for purposes of this ADDENDUM 2, the word "Sabbath" is redefined to include not only Sabbath but all Jewish religious holidays), Kashrus and other laws as set forth by Orthodox Jewish Halacha.

Kashrus, as defined by Orthodox Jewish tradition, includes separate dishes and utensils for both milk and meat, as well as not cooking milk and meat together, and all products which shall be given to the child(ren) to eat and/or which are found in the parties' residences (while child(ren) is there) must bear an approval of a recognized Orthodox kosher supervision agency, such as OU, OK, COR and KOF-K. The parties' respective kitchens shall always be maintained (while the child(ren) are unemancipated) under the tenets of Orthodox Jewish tradition as prescribed by the Orthodox Union.

The Parties shall ensure that the children will observe the Sabbath at all times, and will ensure that the Sabbath atmosphere is observed by all residents and guests when the child(ren) are present, and the children will not be taken or placed in a residence that does not observe the Sabbath. Furthermore, neither party will send the child(ren) to homes that do not observe the Sabbath, under Jewish Orthodox tradition, for any portion of the Sabbath or religious holidays, nor shall either party permit the child(ren) to eat at anyone's home that does not observe Jewish Orthodox kashrus laws as defined by the Orthodox Union (known as the OU). The parent shall ensure compliance with this provision of the agreement prior to sending the child(ren) to a friend on the Sabbath or religious holiday.

This shall apply to religious holiday observance as well. Sabbath observance shall be in compliance with Orthodox Jewish tradition including but not limited to the prohibition of turning on or off mechanical and electrical appliances, lights, cooking, baking, using a computer, watching television, using the internet, driving or traveling in a car, train or other vehicle; using a telephone, carrying in an area not covered by an Eruv approved by Orthodox Jewish law, purchases at a store, as well as the overall observance of the spirit of the day.

In the event the child(ren) attends religious services, said Synagogue shall be an Orthodox Synagogue as defined by the regulations of the Agudath Israel of America, such as having a mechitzah valid by its standards.

Groom/Choson (Initials)

Bride/Kallah (Initials)

State of New Jersey – Rider

In the Event of Arbitration in the State of New Jersey:

1. The parties acknowledge and agree to the following:
 - a. The parties understand their legal entitlement to a judicial adjudication of their dispute and are willing to waive that right;
 - b. The parties are aware of the limited circumstances under which a challenge to the award may be advanced and agree to those limitations;
 - c. The parties have had sufficient time to consider the implications of their decision to arbitrate;
 - d. The parties have entered into this arbitration agreement freely and voluntarily, after due consideration of the consequences of doing so; and
 - e. The parties acknowledge that they have had the opportunity to consult with an attorney and/or rabbinic advisor prior to signing this Agreement.
2. The parties agree to arbitrate certain disputes as provided in this Agreement as follows: All issues that could be raised and adjudicated in the Superior Court of New Jersey, Family Part, including pendent lite issues, except those excluded from arbitration by R.5:1-5(a), including but not limited to Get, custody (legal and physical), visitation, child support, spousal support, division of assets, payment of the ketubah, shall be subject to the jurisdiction of and determination by the Arbitrator(s) pursuant to the terms and procedures of this Agreement. The Arbitrator shall determine whether an issue or dispute is within the scope of the Arbitrator's jurisdiction.

Required Record Keeping

3. In any arbitration proceeding involving custody or parenting time issues, the parties shall have a record made of the arbitration proceeding as to those issues. Such record shall include: (i) a record of all documentary evidence; and (ii) all testimony shall be recorded verbatim. A record of testimony may be made by one of the following: (i) certified shorthand reporter; (ii) electronic recording; or (iii) audio or video recording. The recording of the proceeding by any of the means listed above shall be at the cost of the parties and absent agreement of the parties, the Arbitrator shall decide the proper allocation of the costs of the record.

4. Notwithstanding the requirement that the parties pay for the record, the record shall be maintained in the possession of the Arbitrator(s) and shall be made available to the parties upon request in writing, subject to a confidentiality agreement as drafted by the Arbitrators limiting the disclosure of the contents of the record.
5. In any arbitration proceeding that does not involve custody or parenting time issues, the parties shall not require a record to be kept of the arbitration proceeding.
6. All documentary evidence introduced at the hearing shall be maintained by the Arbitrator until the issuance of the award and the parties shall either keep a copy of all such evidence or obtain the evidence from the Arbitrator after issuance of the award and retain it until the expiration of the time for the filing of any appeal from an order or judgment confirming, vacating or modifying the award, or from the expiration of the time to apply for an order judgment to vacate or modify the award.

Groom/Choson

Bride/Kallah

Date: _____

Date: _____