

Prenuptial Agreement for Mutual Respect

Entered into in _____ on the date of _____

Between _____ I.D. _____ (to be called hereinafter: the "**Man**")

As one party;

And _____ I.D. _____ (to be called hereinafter: the "**Woman**")

As the second party;

Whereas The Man and the Woman (hereinafter: the "**Couple**") have mutually agreed to be married under Jewish law (hereinafter: the "**Marriage**"),

Whereas The Couple desire to act with respect for each other and resolve disputes among themselves with fairness in an agreeable manner,

Whereas The Couple have agreed to base their married life together on the grounds of love, harmony, peace, equality, respect, consideration, fairness and mutual concern,

Therefore, the Couple agree as follows:

Preamble

A. The preamble to this agreement constitutes an integral part thereof.

The Notice

B. A party who desires to live apart from the other may deliver written notice to the other party (hereinafter: Notice Recipient) wherein the sending party (hereinafter: the "**Sender**") requests to exercise the obligations of the other party as set forth in clauses E' or F', as the case warrants (hereinafter: the "**Notice**").

The sending of a Notice by one party shall not prevent the sending of a Notice by the other party as well.

The Notice shall be hand-delivered or dispatched by registered mail or an alternative method of delivery in accordance with the Rules of Civil Procedure, 5744 - 1984.

The date of delivery of the Notice shall be called herein: the "**Notification Date**".

The Sender may revoke the Notice in writing and may independently choose to resend it.

The revocation of a Notice shall not affect the validity of a Notice sent by the other party.

Rehabilitation of the Marriage

- C. 1. The Notice Recipient may request to rehabilitate the Marriage with the help of a professional counselor accepted by both parties (hereinafter: "**Marriage Counselor**"). In the absence of an agreement among the parties as to the identity of the Marriage Counselor, the Marriage Counselor shall be appointed by the Israeli Association for Marital and Family Therapy and Family Life Education.
2. The Couple undertake to appear before the Marriage Counselor for up to three sessions. The Couple shall share equally in the payments for the sessions with the Marriage Counselor.
3. The Marriage Counselor shall, no later than 180 days from the Notification Date, deliver a letter to each member of the Couple which will state if the Couple had or had not reached an agreement to rehabilitate the Marriage. The letter shall also state if, in the Counselor's opinion, further counseling would assist the Couple in rehabilitating their marriage, notwithstanding the fact that an agreement had not been reached by the Couple to rehabilitate the Marriage.

The Period

- D. If 180 (one hundred and eighty) days passed since Notice was delivered by one party on the Notification Date (hereinafter: the "**Period**") and the Couple had not reached an agreement to rehabilitate the Marriage and the Marriage Counselor had not written that in the Counselor's opinion further counseling would assist the Couple in rehabilitating their marriage, then the Sender may take all actions to exercise the obligations of the other party as set forth in clause E' or F' herein, as applicable (hereinafter: the "**Obligations**").

If the Marriage Counselor had stated that, in the Counselor's opinion, further counseling would assist the Couple in rehabilitating their marriage - the Period shall be extended by an additional 90 days (hereinafter: the "**Extended Period**") and clause C (2) shall apply to the Extended Period.

The Sender may, in writing, extend the Period or reduce the extension. The extension of the Period by one party shall not extend the relevant period in respect to the notice by the other party.

The Couple expressly agree that:

1. The duration of the marriage counseling, as set forth in clause C', is included as part of the aforementioned Period, and shall not be extended even if three sessions with the Marriage Counselor were not held.

2. Notwithstanding clause C' (2), the Sender of the Notice may take all steps to exercise the Obligations at the expiration of the Period and the Extended Period (if applicable) in any event, except in the event that a Marriage Counselor was appointed and the Sender of the Notice failed to appear upon a summons by the Marriage Counselor, as stated above.

The Obligations of the Couple

E. Obligations of the Man:

1. The Man hereby now (*me'achshav*) obligates himself from the date of their marriage and as long as they are married in accordance with Orthodox Jewish Law, to make monthly maintenance payments to the Woman in the greater of the following two sums:
 - A. The shekel equivalent of \$1,500 (one thousand five hundred U.S. dollars) according to the representative rate of the dollar published at the time of actual payment.
 - B. A sum constituting 50% (fifty percent) of his mean monthly (net) income of the year preceding the Notification Date.

Notwithstanding this obligation of maintenance payments by the Man, the Woman agrees that she will be satisfied with the financial support she receives, as customary and lawful from the date of the Marriage until the expiration of the Period and the Extended Period (if applicable).

2. This obligation by the Man is not dependent on earnings received by the Woman from a salary, wages, property or any other source, and may not be deducted from any type of debts owed to him by the Woman.
3. Notwithstanding the Man's obligation to make monthly maintenance payments as set forth in subclause 1, the Man, hereby now (*me'achshav*) waives all lawful rights to income generated by the Woman during the period in which the Woman is entitled to implement/exercise the Obligations, including earnings, bonuses, found money and usufruct.
4. These Obligations are fully valid and enforceable regardless of any action or omission by the Woman.
5. Notwithstanding subclause 4, these Obligations are rescinded if the Woman refuses to terminate the Marriage as defined in clause G' ("**Termination of the Marriage**") or if she or her representative fails to appear in the Beit Din at the designated time without a justifiable reason for such absence.

F. Obligations of the Woman:

1. The Woman hereby now (*me'achshav*) obligates herself, to make monthly maintenance payments to the Man from the expiration of the Period and the Extended Period (if applicable) and as long as they are married in accordance with Orthodox Jewish Law, in the greater of the following two sums:
 - A. The shekel equivalent of \$1,500 (one thousand five hundred U.S. dollars) according to the representative rate of the dollar published at the time of actual payment.
 - B. A sum constituting 50% (fifty percent) of her mean monthly (net) income of the year preceding the Notification Date.
2. This obligation by the Woman is not dependent of earnings received by the Man from a salary, wages, property or any other source, and may not be deducted from any kind of debts owed to her by the Man.
3. Notwithstanding the Woman's obligation to make monthly maintenance payments as set forth in subclause 1, the Woman, hereby now (*me'achshav*), waives all lawful rights to income generated by the Man during the period in which the Man is entitled to implement the Obligations.
4. These Obligations are fully valid and enforceable regardless of any action or omission by the Man.
5. Notwithstanding subclause 4, these Obligations are rescinded if the Woman agrees to terminate the Marriage as defined in clause G' ("**Termination of the Marriage**") and if she or her representative appear in the Beit Din, at the designated time, unless there is a justifiable reason preventing her from doing so.

Termination of the Marriage

- G. For purposes of the Obligations set forth in Clauses E' and F' above, "**Termination of the Marriage**" shall mean: the end of the Marriage between the Couple under Jewish Law without any reference or stipulation in any manner or form to other matters that are associated with or are related to the Termination of the Marriage. This includes: child custody, maintenance and education issues, financial support, judicial authority, or any other related matters (hereinafter: "**Other Matters**"). It is understood that a woman who consents to end the marriage in accordance with Jewish law, even if she does not consent to the terms or demands of the Other Matters, shall not be deemed as refusing to terminate the Marriage.

Reservation of Rights

- H. With the exception of the foregoing, this agreement shall not impair from the rights of the Man and/or the Woman and/or the children and/or any other relief available to any of the Couple and/or the distribution of property between the Couple, as obligated by law and/or by an agreement among the parties and/or the practice of the State. The initiation of legal proceedings shall not derogate from the provisions of this agreement.

In order not to disrupt marital harmony, any action granting authority to a juridical body shall be made upon mutual consent only. If no consent is given, jurisdiction shall remain with the original authoritative body.

Validity of the Agreement

- I. If a disagreement arises among the decisors of Jewish law regarding the validity of the agreement or any provision therein under Jewish law, the Couple shall adopt the method that grants validity to the surviving clauses of the agreement. Each of the Couple undertakes to pay the other side any sum, and grants the other party all rights in accordance with the method granting validity to the surviving provisions of the agreement, such that the Jewish law mechanism of *kim li* may not be asserted.
- J. The Couple agree that if any section of the agreement is disqualified, stricken, rendered invalid, unable to be performed or effectuated, the surviving sections of the agreement shall remain intact and fully enforceable.
- K. The refrain, postponement or delay by one of the Couple from claiming and/or acting to effectuate a right granted to said party under this agreement, shall not be considered a waiver or pardon of any such right, unless such waiver or pardon is made in writing.
- L. All of the obligations in this agreement are effective immediately as obligations creating personal liability (*shi'abud haguf*), executed in an Esteemed Beit Din (*Beit Din Chashuv*) and should not be regarded as an indecisive contractual obligation (*asmachta*) or as a stereotyped form (*ketufsei shtarot*). Rather this document shall be regarded as a valid monetary document like those customarily used according to the traditions of Israel, in proper form and in accordance with the rulings of our rabbinic sages of blessed memory. All of the above stated conditions are made in accordance with the laws of the Torah, as derived from the Book of Numbers Chapter 32 (*tna'ei bnei gad v'reuven*). Both parties have stipulated that they will not invoke the release of obligations of the Sabbatical Year. The validity of this agreement shall be as the validity of all documents legislated by our sages of blessed memory, and the parties hereby render null and void any previous declarations (*modaot*) and/or implied statements (*moda'ei modaot*) that they may have made, no matter how far-fetched or distantly implied, that could harm the validity of this agreement and declare invalid any witnesses that may testify to any such declarations or implied statements. The parties have accepted all of the above obligations via an accepted effective halachic means of transaction (*kinyan hamo'il*), and by an oath of the Torah (*shvua*). The signatures of the parties on this document shall be an admission (*hoda'a*) to the declarations stated herein.

- M. The Couple desire to validate this agreement in accordance with Jewish law, the Property Relations Between Spouses Law, 6733 - 1973 (hereinafter: the "**Law**") and all other laws.
- N. A clause that is rejected may be deleted by the drawing of a line through the clause accompanied by the abbreviated signatures of the Couple next to the deletion. Changes to this agreement shall not be effective unless made in writing with the approval of the competent judicial body.
- O. The headings in this agreement are for convenience sake only and shall not be accorded any significance in the translation of the agreement.
- P. Any agreement or document that will be executed by the Couple subsequent to the signing of this agreement, which does not contain an explicit reference to this agreement, shall be interpreted in accordance with and subject to the wording and provisions of this agreement.
- Q. The Couple acknowledge and represent that they have read the agreement, that it was explained to them and that they understood all the contents therein, and that they are signing this agreement of their own free will, in the absence of any coercion, after having been given an opportunity to consult with any person they so desired, including legal counsel and an advisor on Jewish law.
- R. Should either of the parties not reside in the State of Israel, or should for any other reason this agreement not be deemed enforceable in the jurisdiction that the parties reside in at the time that either one of them seeks enforcement of its provisions, then the parties shall be deemed instead to have signed the Binding Arbitration Agreement/Prenuptial Agreement recommended by the Beth Din of America (which is located at 305 Seventh Avenue, New York NY, 10001) for use in marriages and have consented to the Beth Din of America's rules and procedures (as found at www.bethdin.org). A copy of this arbitration agreement/prenuptial agreement can be found at <http://www.bethdin.org/publications.htm>. This arbitration agreement/prenuptial agreement is attached to the present agreement as Appendix "B" and the parties acknowledge that they have read this agreement.

IN WITNESS WE SET OUR HAND:

The Man

The Woman

Appendix to the Prenuptial Agreement for Mutual Respect

Entered into in _____ on the date of _____

Between _____ I.D. _____ (to be called hereinafter: the "Man")

As one party

And _____ I.D. _____ (to be called hereinafter: the "Woman")

As the second party

Whereas The Man and the Woman (hereinafter: the "**Couple**") have agreed to be married according to Jewish law,

Whereas The Couple signed a prenuptial agreement on the date of _____ and it is their desire to add the financial stipulations as set forth hereunder.

Therefore it is agreed among the Couple as follows:

Property relations

- A. 1. Each of the Couple undertakes to pay the other all payments and grants the other party all rights as obligated from the provisions of the Property Relations Between Spouses Law, 5733 - 1973 and the competent interpretations thereof as of the date of the division of the property, including the Resources Balancing Arrangement.
2. The Woman is entitled to choose between effectuating the foregoing or receiving the sum of NIS 50,000 (fifty thousand new shekels) linked to the consumer price index as of January 16, 2003 until the actual date of payment.
- B. Notwithstanding the provisions of the aforementioned law, the Couple expressly agree that:
1. The division of the property shall be effected at the expiration of the Period and the Extended Period (if applicable) as defined in clause D' of the prenuptial agreement.
2. This agreement shall not affect the Woman's right to the basic standard sum of the Ketubah (*ikar ktuba k'din*), nonetheless, this sum is part of the amount to which she is already entitled pursuant to the foregoing clause A' in this Annex.
3. The Woman hereby waives the additional discretionary sum of the Ketubah (*tosefet l'ketubata*). If the Woman anyhow accepts any sum as an additional sum (*tosefet ketuba*) in the future, she is hereby obligated to

pay the Man immediately the sum she received as an additional sum (*tosefet ketuba*).

Child Support

- C. The Couple undertake to jointly support the children born to them, including the value of their care in the amount proportionate to their financial abilities as follows:

The Couple agree that in the determination of child support, the judicial body that deliberates on the issue, shall take into account all of the resources of each of the Couple, including: the share of each one in the division of the property, the earning ability of each of the Couple, the identity of the custodial parent, the extent of visitation arrangements, custody requirements, etc., with the aim of arriving at a just determination for the division of the burden of child support. The Couple undertake to pay all amounts pursuant to the above.

Validity of the Agreement

- D. If a disagreement arises among the decisors of Jewish law regarding the validity of the agreement or any provision therein under Jewish law, the Couple shall adopt the method that grants validity to the surviving clauses of the agreement. Each of the Couple undertakes to pay the other side any sum, and grants the other party all rights in accordance with the method granting validity to the surviving provisions of the agreement, such that the Jewish law mechanism of *kim li* may not be asserted.
- E. The Couple agree that if any section of the agreement shall be disqualified, stricken, determined to be invalid, is unable to be executed or effectuated, the surviving sections of the agreement shall remain intact and fully enforceable.
- F. The refrain, postponement or delay by one of the Couple from claiming and/or acting to effectuate a right granted to said party under this agreement, shall not be considered a waiver or pardon of any such right, unless such waiver or pardon is made in writing.
- G. The Couple desire to validate this agreement in accordance with Jewish law, the Property Relations Between Spouses Law, 6733 - 1973 (hereinafter: the "**Law**") and any other law. The Couple acknowledge that the provisions of the Law shall apply to them if not otherwise stated in the financial agreement signed among them and approved or authenticated in accordance with the Law and it is their desire that the provisions of the Law apply to them subject to the provisions of this agreement.
- H. All of the obligations in this agreement are effective immediately as obligations creating personal liability (*shi'abud haguf*), executed in an Esteemed Beit Din (*Beit Din Chashuv*) and should not be regarded as an indecisive contractual obligation (*asmachta*) or as a stereotyped form (*ketufsei shtarot*). Rather this document shall be regarded as a valid monetary document like those

customarily used according to the traditions of Israel, in proper form and in accordance with the rulings of our rabbinic sages of blessed memory. All of the above stated conditions are made in accordance with the laws of the Torah, as derived from the Book of Numbers Chapter 32 (*tna'ei bnei gad v'reuven*). Both parties have stipulated that they will not invoke the release of obligations of the Sabbatical Year. The validity of this agreement shall be as the validity of all documents legislated by our sages of blessed memory, and the parties hereby render null and void any previous declarations (*modaot*) and/or implied statements (*moda'ei modaot*) that they may have made, no matter how far-fetched or distantly implied, that could harm the validity of this agreement and declare invalid any witnesses that may testify to any such declarations or implied statements. The parties have accepted all of the above obligations via an accepted effective halachic means of transaction (*kinyan hamo'il*), and by an oath of the Torah (*shvua*). The signatures of the parties on this document shall be an admission (*hoda'a*) to the declarations stated herein.

- I. A clause that is rejected may be deleted by the drawing of a line through the clause accompanied by the abbreviated signatures of the Couple next to the deletion. Changes to this agreement shall not be effective unless made in writing with the approval of the competent judicial body.
- J. The headings in this agreement are for convenience sake only and shall not be accorded any significance in the translation of the agreement.
- K. Any agreement or document that will be executed by the Couple subsequent to the signing of this agreement, which does not contain an explicit reference to this agreement, shall be interpreted in accordance with and subject to the wording and provisions of this agreement.
- L. The Couple acknowledge and represent that they have read the agreement, that it was explained to them and that they understood all the contents therein, and that they are signing this agreement of their own free will, in the absence of any coercion, after having been given an opportunity to consult with any person they so desired, including legal counsel and an advisor on Jewish law.

IN WITNESS WE SET OUR HAND:

The Man

The Woman

CERTIFICATION/ AUTHENTICATION OF THE AGREEMENT

After having been proved to me that the Couple who signed the appended agreement, including the Appendix of Financial Stipulations/ which does not include an Appendix of Financial Stipulations, marked in its entirety as "A" - executed the agreement of their own free will, with an understanding of the significance and implications of the agreement, I hereby certify/authenticate the agreement as a property settlement.

This day: _____

Stamp

Signature

- The certifying/authenticating party - Marriage Registrar **or** the Regional Rabbinical Court **or** the Family Court **or** a Notary