



# Agreement for a Just and Fair Marriage

## POSTNUPTIAL AGREEMENT

### Part A: Legal Deterrents to Get Refusal

That was signed in \_\_\_\_\_ (location) on the \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year)

Between \_\_\_\_\_ (name of husband), ID number \_\_\_\_\_, (hereinafter: "man")

And \_\_\_\_\_ (name of wife), ID number \_\_\_\_\_, (hereinafter: "woman");

Whereas, the man and woman (hereinafter: "the couple") have solemnized their relationship in accordance with Jewish laws and customs;

Whereas the man and woman agree that this Agreement is not to be considered an agreement in regard to division or balancing of marital property;

Whereas, the couple hopes and prays that such sacred relationship will succeed, and that they will merit to live together for many years in love and harmony;

Whereas, the couple agrees that in the event that, G-d forbid, strife should develop between them, they will make great efforts to reconcile their differences so that they may once again live together in love and harmony;

Whereas, the couple acknowledges that if one of them wants to terminate their relationship in accordance with Jewish laws and customs in a rabbinic court ("Beit Din") with an expertise in Jewish divorce ("gittin"), and the other party refuses to cooperate, such refusal will result in tangible and intangible damages that, inter alia, warrant compensatory damages, as described below;

Whereas, the couple understands that should the man refuse to cooperate to end their relationship in accordance with Jewish laws and customs, not only may the woman's autonomy and freedom be harmed, but so may her ability to have children that will not be stigmatized by the Jewish community;

Whereas the couple understands that should the woman refuse to cooperate to end their relationship in accordance with Jewish laws and customs, the man's autonomy and freedom may be harmed.

In order to maintain a relationship in accordance with Jewish laws and customs that is just and fair, the couple agrees to the following terms:

#### 1. Resolution of Disputes in Secular, Family Court

The couple agrees that any matter of dispute that may arise between them in matters of their rights or obligations, including without limitation a dispute over the interpretation or enforceability of this agreement, shall be adjudicated exclusively in the Family Courts of Israel, or any other similar

secular civil court that has jurisdiction over family matters in accordance with the laws of the state of their residence (hereinafter: "Family Court"). The Family Court will rule on all matters within its jurisdiction, including, but not limited to: division of property or balancing of family resources; custody; guardianship; child support, and other matters relating to their shared children; alimony or spousal support; as well as any claims relating to the damages that ensue as a result of the failure to terminate their marriage in accordance with Jewish customs and laws as set forth in this agreement.

Each Party waives any claim that is contrary to the granting of this exclusive jurisdiction to the Family Court with respect to the matters outlined in this agreement. The couple specifically agrees that they will not apply to a rabbinic court to adjudicate any matter between them —whether as a state court of competent jurisdiction, as an arbitration panel, or as mediators-- except to terminate their relationship in accordance with Jewish laws and customs. Should either of them, contrary to this agreement, apply to a rabbinic court instead of, or in addition to, the Family Court for any matter save the get, the party that applied to a rabbinic court will inter alia pay all the other party's legal expenses for the rabbinic court proceedings, including lawyers' fees, and agrees that all such matters will be adjudicated de novo exclusively by the Family Court or similar civil court.

## **2. Cancellation of the Divorce Agreement in Full or in Part**

Additionally, the parties agree that Family Court shall set aside all, or any relevant part, of a separation agreement or settlement if the court is satisfied that, notwithstanding any declarations to the contrary in the agreement or settlement, the need or desire to terminate their relationship in accordance with Jewish laws and customs was a consideration in making the agreement or settlement.

## **3. Increased Support Undertaking**

Should either man or woman inform the other in writing of their intention to end their relationship in accordance with Jewish laws and customs, each party agrees to pay the other monthly support of \$2,000, or the equivalent of half of the monthly salary of the obligor—whichever is greater— after twelve full months have passed from receipt of such request in writing and until such time as the parties undergo a ceremony to terminate their relationship in accordance with Jewish laws and customs. This support obligation is not conditional on the obligee's income, and cannot be offset against any other debts one party may have to the other. The couple agrees that the man will have no support obligation to the woman, as detailed in this clause, should she refuse to cooperate to terminate their relationship in accordance with Jewish laws and customs, without preconditions, by the end of the 12 month period after his written request to do so. Similarly, the woman shall have no support obligation to the man if he fails to cooperate to terminate their relationship in accordance with Jewish laws and customs, without preconditions, to her remarriage by the end of the 12 month period after her written request to him to do so.

The parties agree that the above support obligation is fair and reasonable under the circumstances outlined above. And they agree to pay such support in addition to, and independent of, any other legal obligation for support, or any imposed court order for support and the parties do not want any court to take this payment into consideration in setting any other support award (including child support and alimony).



**4. Damages for Intentional Infliction of Emotional Distress and Loss of Autonomy**

In addition to payment of support as outlined in clause 3 above, the couple agrees that the refusal to terminate their relationship in accordance with Jewish laws and customs within 12 months of having been requested to do so in writing will result in intangible damages that include, inter alia, the intentional infliction of emotional distress as well as the loss of freedom, dignity and autonomy. The couple affirms that an award for such damages is not meant to interfere with a religious act or to encourage a religious act, but are damages for actual harm that has occurred for their breach of their undertaking to terminate their relationship in accordance with Jewish laws and customs and therefore survives the eventual termination of their relationship under those laws and customs. Damages owed under this clause are in addition to and independent of any other legal obligation that a spouse may have for failure to remove barriers to remarriage whether by this agreement, statute or judicial decision. The damage award amount shall be determined by Family Court.

**5. Authorization and Declaration of Intent**

The couple agrees to authorize this agreement in such a manner that will be legally recognized as valid by the authorities of their place of residence at the time of signing. 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.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

\_\_\_\_\_  
Signature of Man

\_\_\_\_\_  
Signature of Woman

**AUTHENTICATION OF SIGNATURE**

I the undersigned, attorney \_\_\_\_\_, hereby certify that (name of woman) \_\_\_\_\_ ID number \_\_\_\_\_ and (name of man) \_\_\_\_\_ ID number \_\_\_\_\_, appeared before me, and whose identities were proved to me by Identity Booklet, and signed the above document.

\_\_\_\_\_  
Signature and seal



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## POSTNUPTIAL AGREEMENT

### Part B: Appointing an Agent for Agunah Prevention

Whereas, the man, \_\_\_\_\_ (name), and the woman, \_\_\_\_\_ (name), live together in love, friendship, peace and affection and, intend to continue to do so, G-d willing, for 120 years. Out of their love and commitment towards one another, the man wishes to sign this power of attorney:

#### Power of Attorney for Giving a Get

I, the undersigned, \_\_\_\_\_ son of \_\_\_\_\_ of the \_\_\_\_\_ family, appoint from this day forward any Jew who received rabbinic ordination from the Israeli Rabbinate or is a member of the Rabbinical Council of America, such that he shall write a Get for my wife, \_\_\_\_\_ daughter of \_\_\_\_\_ of the \_\_\_\_\_ family, and such that any two of them who are qualified to give testimony in the rabbinic court shall sign the Get; and any one of them who is qualified to transmit it will give a Get to my aforementioned wife. And they will write and sign even one hundred Gittin, until one whose writing, signature and transmission is deemed suitable according to the Rabbi arranging the Get. The Get will be written, signed and transmitted only after the Rabbinical Court that my wife has petitioned has been notified that I have an existing and ongoing medical or mental health condition, as a result of which I am unable to give my wife a Get; or if the Rabbinical Court has ascertained that my wife and I have not lived under the same roof for a period of 18 months or longer.

I explicitly declare wholeheartedly and absolutely, that this power of attorney may not be nullified from this day forward, even if I cohabit with my wife in marital relations as is the way of husband and wife. My wife is as reliable as one hundred witnesses to state that I have not nullified this power of attorney. I accept upon myself, under the threat of excommunication and with an oath in the name of the Torah, not to nullify this power of attorney nor the Get. I nullify all of the notifications and notifications relating to such notifications that have been transmitted, if they were so transmitted, and all of the witnesses to that effect are deemed invalid.

#### Signature of the Husband

And in witness thereof, I affix my signature, I sign this day:

The \_\_\_\_\_ day of the month of \_\_\_\_\_, year \_\_\_\_\_.

So declared (signature of Man) \_\_\_\_\_

#### Witnesses' Signature

We, the undersigned, attest that the husband declared before us:

(Man's name): \_\_\_\_\_

All of the above was signed and declared this day:

The \_\_\_\_\_ day of the month of \_\_\_\_\_, year \_\_\_\_\_.

So declared (signature of Witness 1) \_\_\_\_\_

So declared (signature of Witness 2) \_\_\_\_\_