



# Agreement for a Just and Fair Marriage

## PRENUPTIAL AGREEMENT

### Part A: Legal Deterrents to Get Refusal

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

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

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

Whereas, the man and woman (hereinafter: "the couple") intend to solemnize 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 enter into 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 mediator—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 12 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, 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





# Agreement for a Just and Fair Marriage

## PRENUPTIAL AGREEMENT

### Part B: Halakhic Conditions for Agunah Prevention

\_\_\_\_\_ (groom), son of \_\_\_\_\_ (groom's father)  
and \_\_\_\_\_ (groom's mother) declares that he intends to sanctify his relationship  
with \_\_\_\_\_ (bride), daughter of \_\_\_\_\_ (bride's father)  
and \_\_\_\_\_ (bride's mother) in accordance with Jewish laws and customs so that  
their Jewish marriage remains valid only so long as the following two conditions, as listed in Articles 1  
and 2, are met.

The man hereby declares that these conditions are implied when he says the following words under the wedding canopy (the "chuppah"): "You are hereby betrothed to me by this ring in accordance with the laws of Moses and Israel". The man further declares that he intends to live with the woman solely under these conditions.

The woman hereby declares that she agrees to marry the man in accordance with Jewish laws and customs provided that such Jewish marriage shall only be valid as long as the conditions are met, and that the conditions are implied in her consent to be married under the wedding canopy.

#### 1. **First condition: Living Together**

The couple agrees that the man will marry the woman so that the couple can live their life together, without living separately for a period of 18 months or more and without asking a rabbinic court to execute this Bill. If the couple does not live separately for a period of 18 months or more, and if neither party has petitioned a rabbinic court to execute this Bill, the marriage shall be valid. The couple agrees that if they live apart for a period of 18 months or more, and additionally, one party has petitioned a rabbinic court to execute this Bill, the marriage shall be retroactively null and void.

#### 2. **Second Condition: Avoiding Halitzah (Ceremonial release from Levirate Marriage)**

The couple agrees that the man intends to marry the woman in accordance with Jewish laws and customs with the intention of leaving living offspring after him, or alternately, in the event that he passes away and has no living offspring and the need arises for a halitzah ceremony, a halitzah ceremony will be performed within six months of the man's passing. If he has living offspring, or if a halitzah ceremony is required and then performed within six months of the man's passing, the marriage shall be valid. In the event that he passes away and has no living offspring, and the need arises for a halitzah ceremony, and the man's brother does not perform a halitzah ceremony within six months of the man's passing, and the woman has petitioned a rabbinic court to execute this Bill, the marriage shall be retroactively null and void.

Prior to any intimate act between them, the man and the woman declare that they intend that the marriage in accordance with Jewish laws and customs shall only be valid if it includes the stipulated conditions, and they do not intend for acts of intimacy to create a new and unconditional marriage.

The man and woman hereby declare that the conditions in this Bill are as “Conditions of Gad and Reuven” and that the obligations in this Bill apply now under a personal obligation (“Shiabud Guf”) and were made in a Rabbinic Court that carries weight and authority and should not be interpreted in any way that should invalidate them (“Dela Keasmachta ve-Dela ke-Tofsey Shtarot”). The man and woman accept upon themselves under public severe oath not to cancel any of the conditions included in this Bill. Any announcements made (stating consent under duress), to the extent that any such announcements were made (“Modaot veModaeY Modaot”), have been withdrawn and the witnesses to them have been disqualified.

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

\_\_\_\_\_  
Signature of Groom

\_\_\_\_\_  
Signature of Bride

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

