

The Beurei Hatefila Institute

The Jewish Wedding Ceremony

Introduction To The Jewish Wedding Ceremony

The Jewish wedding ceremony is unique in that it consists of a series of Brachos, instructions and documents. In the following pages, you will find:

- The History Of The Chuppah
- The English Translation Of The Ta'Na'Im
- The English Translation Of The Ketubah (marriage contract)
- The History Of The Jewish Marriage Contract
- An Old Version Of The Kiddushin Ceremony
- How A Ring Became A Part Of The Jewish Wedding Ceremony
- A Change To The The Jewish Wedding Ceremony Approved By Cheif Rabbi Hermann Adler Of England
- The Pre-Nuptial Agreement Approved By The Rabbinical Council Of America To Prevent Agunot-Chained Women

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Chuppah

Daniel Sperber, *The Jewish Lifecycle*, page 250-R. Moses Isserles (Rema, d. 1572) writes in his glosses to the Shulchan Aruch: According to one opinion, chuppah does not consist of yichud, but rather it is any act of the groom bringing her to his house for the purpose of marriage (as was written by Ran [Rabbenu Nissim], beginning of Ketubot); and according to another view, chuppah consists of the unfurling of a handkerchief over their heads at the time of the blessing (brought by the Beit Yosef); and yet another view, maintains that chuppah is effected when she goes forth in a veil, and for a widow, when they engage in yihud (tosefot, first chapter of Yoma). The current straightforward practice is to call “huppah” the place where a cloth is spread over poles, under which the groom and the bride are brought in, in public, where he bethroths, and where the betrothal and wedding blessings are recited; after which they are led to his house, and they eat together in a concealed place-and this is the chuppah that is practiced at present.

p. 256-What led to the emergence of a new form of chuppah in Poland at the turn of the 16th Century? Rabbi Elijah Bahur-Ashkenazi, who lived in Italy a generation before R. Moses Isserles, told of the existence of this [canopy] chuppah in his land. He called it a “baldaquin,” the non-Hebrew name of the canopy that is supported by poles that was borne over the Pope in the medieval period when he went to certain rites. It is known that the use of the “baldaquin” in a dignified procession spread from the Popes to the kings of Europe, and later, also to other societal strata in many European lands. The first use by the Jews of a cloth on poles is known to us from a painting in 1417.

The canopy unfurled over poles was first used to adorn the processions of important individuals. Over the course of time, this practice also spread to many European Jewish communities, for the inauguration of a new Torah scroll, and for the procession of Hatanei Torah on Simhat Torah.

In Germany and Poland the pole canopy was used to bring the bride to the betrothal and wedding ceremony. After the bride arrived at the site of the ceremony, it was the practice of some to remove the cloth [on the poles], and to spread a talit over the heads of the groom and bride as a chuppah. Once the talit had been spread over them, the canopy on poles remained behind, with no further use.

While in German communities the canopy on poles was used for the bridal procession, and at times to augment the talit canopy, the former became the sole chuppah in Eastern Europe, with its gradual abandonment in the bridal procession, until it was reserved exclusively for the chuppah requirement of the wedding ceremony.

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Kiddushin

The Presiding Rabbi recites the Bracha over wine and then recites the following Bracha: Blessed are You, G-d, our G-d, King of the universe, Who has sanctified us with His commandments, and has commanded us regarding forbidden marriages; Who forbade betrothed women to us, and permitted women who are married to us through canopy and consecration. Blessed are You G-d, Who sanctifies His people Israel through the canopy and consecration.

The Groom says to the bride:

Behold, you are consecrated to me by means of this ring, according to the ritual of Moses and Israel.

He then places the ring on the index finger of her right hand.

According Rav Sa'adiya Gaon, Chief Rabbi of the Jewish Community in Babylonia in the 900's.

When a male Jew wishes to marry a female Jewess, he should write for her a Ketubah, marriage contract. He then gathers ten men and sanctifies her to him with the recital of a Bracha over wine and a Bracha over a scented tree branch (Hadas), if those are available to him. He then recited the Bracha over wine and the Bracha over the aroma of spices.

Then he recites the following Bracha: Blessed are You, our Lord, King of the world who sanctified us by inviting us to observe Your commandments and ordered us to refrain from illicit marriages and forbade us from having relations with those who are married and permitted us to cohabit with those whom we married provided that we do so under a Chuppah and by first sanctifying our wives to us. Blessed are You G-d who sanctified the Jewish People.

He then says to her: I hereby cause to be engaged and to be sanctified (name of bride) to me (name of groom) with this cup and what is in this cup (something of monetary value should be in the cup) and this Ketubah and what is written in this Ketubah.

The groom then takes the Ketubah in his hands and give it to his bride and says: Take your Ketubah in your hands in consideration of you agreeing to live under my jurisdiction in accordance of the laws that Moses, our Teacher, taught us and which were accepted by the Jewish People.

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Presenting A Ring As Part Of The Jewish Wedding Ceremony

The Book Of Differences In Practice Between The Jews Of Babylonia And The Jews Of Eretz Yisroel-Difference Number 25-*The Jews of Babylonia do not use a ring as part of the Jewish wedding ceremony while the Jews of Eretz Yisroel do include a ring as part of the Jewish wedding ceremony.*

Commentary by Professor Mordecai Margulies: The use of a ring as part of the Jewish wedding ceremony is not an ancient tradition. Neither the Mishna nor the Talmud ever speak of a ring being used as part of that ceremony. In fact we know from several sources that a variety of other objects were used to solemnize a Jewish wedding provided the objects had a monetary value of at least one “peruta,” the lowest value coin that was part of the currency of that era. The custom of presenting a ring can be traced to the period of the Geonim and developed from the practices in Eretz Yisroel where most women received the object of monetary value directly and not through the agency of their fathers which was the norm in Babylonia. The difference in practice arose because the average age of a woman who married in Eretz Yisroel was higher than those of women who wed in Babylonia. As a result the practice began in Eretz Yisroel to present brides with a piece of jewelry as part of the wedding ceremony, usually a ring. (Footnote: perhaps this practice can be traced to the influence of the Romans who regularly used a ring as part of their wedding ceremonies). However, in Babylonia, where in most cases the father accepted the object of monetary value, the custom was not established that the object of monetary value be a ring. Instead, the custom followed Babylonia was to give a cup of wine as that object of monetary value. This practice is mentioned in passing by one of the Geonic responses as follows: “I hereby become engaged to you . . . with this cup of wine and what is in it.” That wording is also presented by Rav Sa’Adiya Gaon in his Siddur as the text of the Kiddushin ceremony. That represented the practice among the Jews of Persia and was followed in other locations and is still the practice among some Jews of the East.

We have already seen several times that in situations in which the Talmud is silent as to a practice and the practice consists purely of a custom, that the practice of the Jews of Eretz Yisroel prevailed. That is what happened concerning the custom of the Jews of Eretz Yisroel in using a ring as the object of monetary value presented at the wedding ceremony. The practice then spread to other areas and eventually took hold in Babylonia as well. In the second half of the Geonic period, we find sources among the Babylonian Geonim that speak of presenting a ring as part of the Jewish wedding ceremony. In France and Germany, the practice grew popular as it did in Spain as well. The Tur acknowledges: the Jewish world follows the practice of using a ring as the object of monetary value that is necessary to complete the Jewish wedding ceremony. The book: Ba’Ale Ha’Razim provided a mystical reason to do so. In the Shulchan Aruch the Rama describes the practice in his glosses.

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Ketubah-The Jewish Wedding Contract-1

The opening section of the marriage contract provides for a payment that the husband must make to his wife should he divorce her or his estate must pay her upon his death. In Hebrew it is entitled "Mohar." In laymen's language it is defined as the price the husband must pay for "stealing his wife's virginity."

On the [...] day of the week, the [...] day of the [Hebrew] month of [...], the year [...] after the creation of the world, according to the manner in which we count [dates] here in [...], the bridegroom [...] son of [...] said to this [...] daughter of [...], "Be my wife according to the law of Moses and Israel. I will work, honor, feed and support you in the custom of Jewish men, who work, honor, feed, and support their wives faithfully. I will give you the settlement of [...] silver zuzim, which is due you according to [...] law, as well as your food, clothing, necessities of life, and conjugal needs, according to the universal custom." Ms. [...] agreed, and became his wife.

In the second section, the groom promises to return the dowry brought into the marriage by the wife. In addition, the groom commits to paying the wife more than he is legally obligated to do.

This dowry that she brought from her father's house, whether in silver, gold, jewelry, clothing, home furnishings, or bedding, Mr. [...], our bridegroom, accepts as being worth [...] silver pieces (zekukim). Our bridegroom, Mr. [...] agreed, and of his own accord, added an additional [...] silver pieces (zekukim) paralleling the above. The entire amount is then [...] silver pieces (zekukim).

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Ketubah-The Jewish Wedding Contract-2

The Groom accepts responsibility to pay all that he promises in the marriage contract and grants the wife a lien on all of his assets including “the shirt on my back.” The expressions “to lose your shirt” and “having your wife take the shirt off your back” apparently originated with the text of the Jewish wedding contract.

Mr. [...] our bridegroom made this declaration: “The obligation of this marriage contract (ketubah), this dowry, and this additional amount, I accept upon myself and upon my heirs after me. It can be paid from the entire best part of the property and possessions that I own under all the heavens, whether I own [this property] already, or will own it in the future. [It includes] both mortgageable property and non-mortgageable property. All of it shall be mortgaged and bound as security to pay this marriage contract, this dowry, and this additional amount. [it can be taken] from me, even from the shirt on my back, during my lifetime, and after my lifetime, from this day and forever.”

The witnesses attest to the groom accepting the obligations of the marriage contract. The wording of the marriage contract which is written in Aramaic should be translated for the groom into his vernacular so that the statement attested to by the witnesses is true.

The witnesses then sign using their Hebrew names.

The obligation of this marriage contract, this dowry, and this additional amount was accepted by Mr. [...] our bridegroom, to Ms. [...] daughter of [...], regarding everything written and stated above, with an article that is fit for such a kinyan. And everything is valid and confirmed.

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Ketubah-The History Of The Jewish Marriage Contract

Jewish Marriage Contract by Rabbi Louis Epstein, Jewish Theological Seminary, 1927- page 31

The several texts must be taken together, to yield a composite account of the stages that led to this enactment of Simeon b. Shetah. They deal with the mohar, two hundred zuzim, which the groom had to pay to the father-in-law for the hand of his daughter, and which was set down in writing in the ketubah. At the very beginning, the Talmudic tradition relates, the payment of the two hundred zuzim which was recorded in the ketubah was a cash payment to the bride's father, who pocketed it for his own use. That made marriage quite a burden on young men, with the result that marriage was delayed. An inducement was offered the young man, that the father would hold that money merely as trustee for the bride. It meant a good deal to the groom to know that what he paid down went to his wife and not to his father-in-law. Ultimately, it meant, either he or his children would get it back as heirs. That, however, did not remedy the situation completely. After all, the young man had to part with the two hundred zuzim. Another inducement was offered, that he, the groom himself, be the trustee of the money of his bride. It was not to be expected, though, that for very long the custom would persist in demanding a husband in moderate circumstances to keep two hundred zuzim idle as trust for his wife. It had to yield to the next stage, of permitting the husband to buy with the money household articles, which were kept intact as embodying the wife's two hundred zuzim. But all told, it still meant that the young groom had to have two hundred zuzim in his possession before he proposed marriage, and after marriage he had to submit to a luxury of expensive household goods, when he needed more important things. Then came Simeon b. Shetah with his enactment that the wife lend the money to her husband and he be permitted to use it in his business, on the condition that he guarantee the payment of it by all the property he might possess. In other words, the mohar was no longer paid but promised, and the promise substantiated by a lien clause in the ketubah.

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The Seven Brachos Under The Chuppah

You are blessed, Lord our G-d, the sovereign of the world, who created the fruit of the vine.

You are blessed, Lord our G-d, the sovereign of the world, who created everything for his glory.

You are blessed, Lord our G-d, the sovereign of the world, the creator of man.

You are blessed, Lord our G-d, the sovereign of the world, who created man in His image, in the pattern of His own likeness, and provided for the perpetuation of his kind. You are blessed, Lord, the creator of man.

Let the barren city be jubilantly happy and joyful at her joyous reunion with her children. You are blessed, Lord, who makes Zion rejoice with her children.

Let the loving couple be very happy, just as You made Your creation happy in the garden of Eden, so long ago. You are blessed, Lord, who makes the bridegroom and the bride happy.

You are blessed, Lord our G-d, the sovereign of the world, who created joy and celebration, bridegroom and bride, rejoicing, jubilation, pleasure and delight, love and brotherhood, peace and friendship. May there soon be heard, Lord our G-d, in the cities of Judea and in the streets of Jerusalem, the sound of joy and the sound of celebration, the voice of a bridegroom and the voice of a bride, the happy shouting of bridegrooms from their weddings and of young men from their feasts of song. You are blessed, Lord, who makes the bridegroom and the bride rejoice together.

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In 1882, Chief Rabbi Hermann Adler Of England Agrees To An Addition To The Jewish Wedding Ceremony

H.

QUESTIONS THAT MAY BE ADDRESSED TO THE BRIDAL COUPLE.

The Celebrant.—"You, A. B. and C. D., are about to be wedded according to the law of Moses and of Israel.

"Will you, A. B., take this woman, C. D., to be your wedded wife? Will you be a true and faithful husband unto her? Will you protect and support her? Will you love, honour and cherish her?"

The Bridegroom.—"I will."

The Celebrant.—"Will you, C. D., take this man, A. B., to be your wedded husband? Will you be a true and faithful wife unto him? Will you love, honour and cherish him?"

The Bride.—"I will."

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Tannaim

To good fortune. May [this match] flourish and grow like a verdant garden. He who finds a wife finds good, and draws favor from the G-d who is good. With the help of the One who dwells in the heavens, this is the outline [of the agreements] which were discussed and agreed upon between these two parties. On one side the venerable and eminent etc. etc. [...], who is on the side of [...], the groom. On the other side, the venerable and eminent etc. etc. [...], who is on the side of [...], the bride.

Firstly, the aforementioned groom will marry the aforementioned bride, in good fortune, with a chupah and kiddushin according to the law of Moses and Israel. They will not flee nor hide one from the other. They will exert equal control over their property and will dwell together with love and affection as is the societal norm. The aforementioned venerable and eminent etc. etc. [...], who is on the side of [...] the groom, obligates himself to give the gifts [due to] [...] the aforementioned groom, gifts to the aforementioned bride, and clothing [due to] [...] the aforementioned groom -- as is the custom among renowned affluent individuals.

The aforementioned venerable and eminent etc. etc. [...], who is on the side of [...] the bride, obligates himself to give the dowry [due to] [...] the aforementioned bride, gifts to the aforementioned groom, and clothing [due to] [...] the aforementioned bride -- as is the custom among renowned affluent individuals.

The wedding will take place G-d willing, in a good and auspicious time, in the time and place upon which the two parties will agree, in the Holy City of Jerusalem, may it soon be rebuilt and established.¹ The [costs of the] officiating rabbi, cantor, attendant, and music will be divided evenly. Beds and their coverings, handkerchiefs, veils, tallit, and kittel [will be given to the bride and groom] as is customary.

Guarantor for the groom's party: [...] Guarantor for the bride's party: [...]

The aforementioned parties are required to reimburse the aforementioned guarantors to ensure that no financial harm, or cause of financial harm, should befall them. A transaction [to obligate themselves in the aforementioned agreements] has been secured from the aforementioned parties, guarantors, bride and groom -- on all that has been written and specified above -- with an article which is valid to secure transactions. And all is valid and confirmed. All the above was performed with [the parties'] solemn word, and an absolute transaction done via a garment, and in any manner which would be most beneficial according to the laws and customs of our holy Torah; and invested with the power of the earliest "conditions" which have been practiced among Israel. This all [was done] before us, the witnesses signed below.

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**The Rabbinic Approved Pre-Nuptial Agreement To Prevent
Agunot-Chained Women**

The Beth Din Of America has composed and approved a pre-nuptial agreement that is meant to prevent husbands from withholding Jewish divorces from their wives after their wives are granted a civil divorce. A copy of the pre-nuptial agreement follows.



BETH DIN OF AMERICA BINDING ARBITRATION AGREEMENT

STANDARD
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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-to-be: _____
residing at: _____
and Wife-to-Be: _____
residing at: _____

The parties, who intend to be married in the near future, hereby agree as follows:

- I. Should a dispute arise between the parties after they are married, so that they do not live together as husband and wife, they agree to refer their marital dispute to the Beth Din of the United States of America, Inc. (currently located at 305 Seventh Ave., New York, NY 10001, tel. 212 807-9042, www.bethdin.org), acting as an arbitration panel, for a binding decision.
- II. The decision of the Beth Din of America shall be fully enforceable in any court of competent jurisdiction.
- III. The parties agree that the Beth Din of America has exclusive jurisdiction to decide all issues relating to a *get* (Jewish divorce) as well as any issues arising from this Agreement or the *ketubah* and *tena'im* (Jewish premarital agreements) entered into by the Husband-to-Be and the Wife-to-Be. Each of the parties agrees to appear in person before the Beth Din of America at the demand of the other party.

SECTION IV:A regarding additional financial issues is optional. Parties may select IV:A(1), IV:A(2) or IV:A(3) (but not more than one of these paragraphs). Unless one of these options is chosen, the Beth Din of America will be without jurisdiction to address matters of general financial disputes between the parties. For more information, see the instructions.

IV:A(1). The parties agree that the Beth Din of America is authorized to decide all monetary disputes (including division of property and maintenance) that may arise between them. We choose to have Paragraph IV:A(1) apply to our arbitration agreement.

Signature of
Husband-to-Be

Signature of
Wife-to-Be

IV:A(2). The parties agree that the Beth Din of America is authorized to decide all monetary disputes (including division of property and maintenance) that may arise between them based on principles of equitable distribution law customarily employed in the United States as found in the Uniform Marriage and Divorce Act. We choose to have Paragraph IV:A(2) apply to our arbitration agreement.

Signature of
Husband-to-Be

Signature of
Wife-to-Be

IV:A(3). The parties agree that the Beth Din of America is authorized to decide all monetary disputes (including division of property and maintenance) that may arise between them based on principles of community property law customarily employed in the United States as found in the Uniform Marriage and Divorce Act. We choose to have Paragraph IV:A(3) apply to our arbitration agreement.

Signature of
Husband-to-Be

Signature of
Wife-to-Be

SECTION IV:B regarding parenting disputes is optional. Unless this option is chosen, the Beth Din of America will be without jurisdiction to address matters of parenting disputes between the parties. For more information, see the instructions.

IV:B. The parties agree that the Beth Din of America is authorized to decide all disputes, including child custody, child support, and visitation matters, as well as any other disputes that may arise between them.

We choose to have Section IV:B apply to our arbitration agreement.

Signature of
Husband-to-Be

Signature of
Wife-to-Be

IV:C. The Beth Din of America may consider the respective responsibilities of either or both of the parties for the end of the marriage, as an additional, but not exclusive, factor in determining the distribution of marital property and maintenance, should such a determination be authorized by Section IV:A or Section IV:B.



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- V. Failure of either party to perform his or her obligations under this Agreement shall make that party liable for all costs awarded by either the Beth Din of America or a court of competent jurisdiction, including reasonable attorney's fees, incurred by one side in order to obtain the other party's performance of the terms of this Agreement.
- VI. 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. The parties waive their right to contest the jurisdiction or procedures of the Beth Din of America or the validity of this Agreement in any other rabbinical court or arbitration forum other than the Beth Din of America. The parties agree to abide by the published Rules and Procedures of the Beth Din of America (which are available at www.bethdin.org, or by calling the Beth Din of America) which are in effect at the time of the arbitration. The Beth Din of America shall follow its rules and procedures, which shall govern this arbitration to the fullest extent permitted by law. Both parties obligate themselves to pay for the services of the Beth Din of America as directed by the Beth Din of America.
- VII. The parties agree to appear in person before the Beth Din of America at the demand of the other party, and to cooperate with the adjudication of the Beth Din of America in every way and manner. In the event of the failure of either party 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. Furthermore, Husband-to-Be acknowledges that he recites and accepts the following:

I hereby now (me'achshav), obligate myself to support my Wife-to-Be 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 of our marriage, 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, and I recite that I shall be deemed to have repeated this waiver at the time of our wedding. 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 support obligation shall terminate if Wife-to-Be refuses to appear upon due notice before the Beth Din of America or in the event that Wife-to-Be fails to abide by the decision or recommendation of the Beth Din of America. Furthermore, Wife-to-Be waives her right to collect any portion of this support obligation attributable to the period preceding the date of her reasonable attempt to provide written notification to Husband-to-Be that she intends to collect the above sum. Said written notification must include Wife-to-Be's notarized signature. This support obligation under Jewish law is 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.

- VIII. This Agreement may be signed in one or more duplicates, each one of which shall be considered an original.
- IX. This Agreement constitutes a fully enforceable arbitration agreement. Should any provision of this Agreement be deemed unenforceable, all other surviving provisions shall still be deemed fully enforceable; each and every provision of this Agreement shall be severable from the other. As a matter of Jewish law, the parties agree that to effectuate this agreement in full form and purpose, 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 contained in Section VII and the procedures and jurisdictional mandates found in Sections I, II, III and VI of this Agreement.
- X. 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 expressly waives, in connection with this agreement, (i) any right to consult with his or her legal counsel to the extent 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 *halachic* requirements.

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

Signature of
Husband-to-Be

Signature of
Wife-to-Be

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.



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Notarization Forms

Acknowledgement for Husband-to-Be

State of _____ County of _____
On the ____ day of _____ in the year ____ before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this agreement and acknowledged to me that he executed the agreement.

Notary Public _____

Acknowledgement for Wife-to-Be

State of _____ County of _____
On the ____ day of _____ in the year ____ before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this agreement and acknowledged to me that she executed the agreement.

Notary Public _____

In New York State, the officiating rabbi is qualified to notarize a prenuptial agreement, and he may use the following form.

For other States, please check local rules and regulations.

State of _____ County of _____
On the ____ day of _____ in the year _____, before me, the undersigned, a person authorized to solemnize a marriage pursuant to Domestic Relations Law § 11(1), personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this agreement and acknowledged to me that he executed the same in his capacity, and that by his signature on the arbitration agreement, the individual executed the agreement.

Officiating Clergy/Rabbi

Address

State of _____ County of _____
On the ____ day of _____ in the year _____, before me, the undersigned, a person authorized to solemnize a marriage pursuant to Domestic Relations Law § 11(1), personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this agreement and acknowledged to me that she executed the same in her capacity, and that by her signature on the arbitration agreement, the individual executed the agreement.

Officiating Clergy/Rabbi

Address



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INSTRUCTIONS

INTRODUCTION. This Agreement is intended to facilitate the timely and proper resolution of certain marital disputes. When a couple about to be married 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. These *Tenaim Achronim* (premarital agreement) should be discussed, and then signed, as far ahead of the wedding day itself as is practically feasible. Full background materials and explanations can be accessed at www.theprenup.org or www.bethdin.org. While it is preferable that the *mesader kiddushin* (i.e., supervising rabbi at the wedding) take responsibility for explaining the background for, and then implementing the agreement itself, any other knowledgeable rabbi or individual, or the couple themselves, may coordinate the process. Advice of proper legal counsel on both sides is certainly encouraged.

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. 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.

CHOICE OF OPTIONS. The document has been designed to cover a range of decisions which the Husband-to-Be and Wife-to-Be may make regarding the scope of matters to be submitted for determination to the Beth Din. These alternatives are set forth in Section IV. The *Tenaim Achronim* will be valid whether or not any of the alternatives are chosen. If none of such alternatives are chosen, the Beth Din will decide matters relating to the *get*, as well as any issues arising from this Agreement or the *ketubah* or the *tenaim*. The Uniform Marriage and Divorce Act Section 307 is a general statement of the principles of equitable distribution or community property proposed as a model law. It is not the law of any particular state. Parties who wish greater certainty as to possible future divisions of property (for example persons with substantial assets at the time of marriage or persons interested in taking advantage of the particular decisions of a state where they will be married) should sign a standard prenuptial agreement with the advice of counsel and incorporate this arbitration agreement by reference.

Section IV:A deals with financial matters related to division of marital property. If Section IV:A is chosen the Beth Din will be authorized to decide financial matters related to division of financial property. The Beth Din can decide these financial matters in one of three ways. The couple may choose one, but not more, of those ways. If more than one is chosen, all choices are void. If none of such Paragraphs are selected, the Beth Din of America will not be authorized to resolve any additional monetary disputes between the parties.

Section IV:B deals with matters related to child custody and visitation. If the parties choose to refer matters of child custody and visitation to the Beth Din for resolution, they may do so by signing this Section IV:B. They must, however, understand that secular courts generally retain final jurisdiction over all matters relating to child custody and visitation. Section IV:C deals with the question of whether the Beth Din may take into consideration the respective parties' responsibility for the ending of the marriage when Sections IV:A or IV:B are chosen. Section IV:C only applies if the parties have authorized the Beth Din under Section IV:A or Section IV:B, but then it applies as a matter of course, reflecting normal Beth Din procedure. Thus Section IV:C will apply to all decisions authorized under Section IV, unless the parties strike it out. Striking out Section IV:C, while discouraged by Jewish law, will not render the entire Agreement invalid or ineffective.

WITNESSES. There must be two witnesses to each signature. The same people can witness each signature and sign twice, once under the signature of the Husband-to-Be, and once under the signature of the Wife-to-Be, or four witnesses can be used, each signing once. It is preferable that each page of the agreement be initialed by both parties.

NOTARIZATION. It is not always legally required to have this Agreement notarized in order for it to be valid and enforceable. Each couple should discuss this question with their legal advisors. Even if there is no legal requirement for notarization, it is certainly a good idea for it to be notarized; hence a notarization form is included in the document. Notaries can usually be found in banks, legal offices, etc. In New York State, the officiating rabbi can notarize the prenuptial.

ADDITIONAL FORMS. Some couples, for financial or other reasons, sign other prenuptial agreements. In such cases they may find it useful or practical to sign this document and incorporate this arbitration agreement by reference into any additional agreement. 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.

SAFEKEEPING OF THIS FORM. Husband-to-Be and Wife-to-Be should keep his or her own copy of this Agreement in a safe place. For additional protection, we strongly advise sending a copy to the Beth Din of America as well, for its confidential files. Copies may be mailed to the Beth Din, faxed to (212) 807-9183, or scanned and e-mailed to prenup@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
בית דין דאמריקא

Beth Din of America

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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.