

AGREEMENT TO ARBITRATE

This Agreement to Arbitrate (“Agreement”) is made and entered into as of the _____ day of _____, 20____, by and between: _____, with an address at _____, and _____, with an address at _____.

There exists between the above named parties certain differences and disputes in reference to _____, with each party having certain claims and counterclaims against each other (the “Disputes”). In consideration of the above recitals, the terms and mutual covenants of this Agreement and other valuable consideration, the receipt of which is acknowledged, and intending to be legally bound, the parties agree as follows:

A. The parties agree to submit the Disputes to arbitration before the Beth Din – Rabbinical Alliance of America Inc. In addition to the Disputes, the Beth Din – Rabbinical Alliance of America Inc. shall have jurisdiction to decide any disputes relating to the enforceability, formation, conscionability, and validity of this Agreement (including any claims that all or any part of this Agreement is void or voidable) and the arbitrability of any disputes arising hereunder (the “Ancillary Disputes”). The Beth Din – Rabbinical Alliance of America Inc. shall arbitrate this matter in accordance with its rules and procedures (available at _____), which the parties agree that they have read and accept. The parties agree to accept the ruling of the Beth Din – Rabbinical Alliance of America Inc., as a final, binding and legally enforceable decision.

B. If any arbitrator withdraws, or is disqualified from hearing the case, or is unable to function as an arbitrator, the parties agree to accept any new arbitrator named by the Beth Din – Rabbinical Alliance of America Inc, in accordance with its rules and procedures.

C. The Beth Din – Rabbinical Alliance of America Inc. may resolve this controversy in accordance with Jewish law (“*din*”) or through court ordered settlement in accordance with Jewish law (“*p’shara krova l’din*”).

D. In addition to any final award, the arbitrators may make other decisions, including interim or partial orders and awards. The Beth Din – Rabbinical Alliance of America Inc., shall retain jurisdiction over this matter for one year after publishing its award, and shall be authorized to modify the award for any reason they deem proper.

E. The parties expressly acknowledge that they understand and agree that arbitration before the Beth Din – Rabbinical Alliance of America Inc. shall be the exclusive forum for the adjudication of the Disputes and the Ancillary Disputes and that by agreeing to arbitration they are waiving their rights to other resolution processes, such as court action or other arbitration, and that the parties shall be precluded from bringing suit in court with respect to the Disputes and the Ancillary Disputes. This provision shall be a complete defense to any suit, action or proceeding instituted before any court or other body with respect to the Disputes and the Ancillary Disputes, provided, however, that, notwithstanding this provision, any party may seek interim judicial relief in aid of arbitration, to prevent a violation of this Agreement pending arbitration, or to enforce any arbitration award. If either party violates this provision, the other party shall be entitled to dismissal or injunctive relief regarding such court action or arbitration and recovery of all costs and disbursements, losses, and attorneys’ fees related to such other proceedings, if such claim is dismissed, to the extent permitted by law.

F. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. In the event that a court of competent jurisdiction determines that any provisions of this Agreement fail to comply with the legal requirements for the compulsory arbitration of the Disputes or the Ancillary Disputes, it is the parties’ intention that the court shall equitably reform such provisions to the extent necessary (and only to the extent necessary) to conform the offending provisions to such legal requirements.

G. This Agreement may be executed in separate counterparts, which together shall constitute a single document. This is the entire agreement between the parties relating to the subject matter hereof, and shall supersede and be merged with any prior or contemporaneous agreements between them relating to the subject hereof. This Agreement shall not be modified except by a written instrument signed by both parties.

H. The Parties further agree to faithfully abide by and perform any interim or final award or decision rendered

by the Beth Din – Rabbinical Alliance of America Inc. The decision of the Beth Din – Rabbinical Alliance of America Inc., shall be enforceable in the courts in the State of New York/New Jersey. The members of the Beth Din – Rabbinical Alliance of America Inc. shall not be required to take an oath or administer an oath to any witness or Party at the hearing. The terms of this agreement are severable, and the illegality or viability of any terms of this agreement shall not affect the remainder of this agreement, which shall remain valid and enforceable. The Parties submit themselves to the personal jurisdiction of the courts of the State of New York and/or New Jersey for any action or proceeding to confirm or enforce a decree of the Beth Din – Rabbinical Alliance of America Inc. pursuant to Article 75 of the New York Civil Practice Law and Rules and NJSA 2A:24-1 et.seq.

All notices and service of the Beth Din – Rabbinical Alliance of America Inc. award shall be sufficient if a) personally delivered or b) deposited in the U.S. Mail by regular or certified mail or c) deposited with a reputable private courier service, directed to a Party at his/her last known address. All notices shall be effective upon such personal delivery, or two (2) business days after being deposited in the U.S. Mail or with the private courier service as noted above.

Each party to this Agreement by signing below has caused it to be executed in as of the date written above.

Name:
Date:

Name:
Date: