

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 of America. In addition to the Disputes, the Beth Din of America 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 of America shall arbitrate this matter in accordance with its rules and procedures (available at www.bethdin.org; the “Rules”), which the parties agree that they have read and accept. The parties agree to accept the ruling of the Beth Din of America 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 of America, in accordance with the Rules.

C. The Beth Din of America 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 of America 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. To the extent provided in Section 34(e) of the Rules, the parties hereby waive any rights to an oral hearing with respect to applications for reallocation of unpaid and advanced arbitration fees.

E. The parties expressly acknowledge that they understand and agree that arbitration before the Beth Din of America 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. The parties acknowledge that hearings before the Beth Din of America may be conducted via Zoom, Skype, video conference, telephone or similar electronic means, and waive any right to physically appear before the arbitration panel.

H. 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.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed as of the date written above.

Name:
Date:

Name:
Date: