

Mutual Ketuba Agreement (Heskem Le Ketuba Hadadit)

This agreement, entered into on this ____ day of _____ between _____ (hereinafter referred to as the “Man”) and _____ (hereinafter referred to as the “Woman”) whereby the Man and the Woman (hereinafter referred to as the “Couple”) have agreed to marry in accordance with Rabbinic Law/ have been married in accordance with Rabbinic Law, and since the Couple intend to treat each other with respect and to settle their differences fairly and amicably, and since the Couple have agreed to establish their marital life upon foundations of love, companionship, peace, equality, respect, consideration for each other and mutual fairness and care, they have agreed as follows:

Section A – Initiating Actions

1. In the event that one of the Couple wishes to enforce the claims arising under Sections B or C below, as applicable, and separate from the other, the party shall deposit with the BD"Z PDUT ZION, belonging to the DORSHEY ZION B.I. foundation, State of Israel foundation identification number 580532455, or with any body appointed in writing by BD"Z PDUT ZION to serve as Beth Din for the purpose of enforcing the terms of this agreement (hereinafter referred to as the “Beth Din”) the greater of the following sums: FORTY THOUSAND DOLLARS (\$40,000) adjusted for inflation in accordance with the Consumer Price Index for the United States of America from December 31 2015, five months of the party’s net wages (determined based on the year prior to the deposit), or five percent of what the Beth Din in its sole and absolute discretion deems to be the party’s likely net worth following the division of assets between the Couple, and shall thereafter deliver Notice to the other party (hereinafter the “Notice”) in which the first party advises of his/her intention to put into effect the obligations of the second party arising from Sections B or C below, as applicable, and that the first party waives the right to the payment provided in the *Ketuba* (in the event that the Woman is the one providing Notice under this section).
2. The aforementioned Notice and deposit shall not bar the second party from likewise providing Notice and paying a deposit in accordance with the above subsection (1).
3. The Notice shall be provided directly to the other party, by certified mail or by any other manner which is acceptable to the Beth Din.

Section B – The Man’s Undertakings

1. Effective immediately, the Man undertakes to make monthly support payments to the Woman, inclusive of any period when she does not reside with him, in an amount equal to the greater of ONE HUNDRED FIFTY DOLLARS (\$150.00) per day, adjusted for inflation in accordance with the Consumer Price Index for the United States of America from December 31 2015, or half of his monthly salary (determined based on his monthly

- salary in the calendar year preceding payment). This undertaking shall remain in place for the entire duration of the marriage.
2. For purposes of this section, the Woman shall be viewed as unable to independently earn any income.
 3. Despite the Man's undertaking to make support payments as if the Woman is absolutely incapable of earning income, the Woman agrees to accept a support obligation as is customary and acceptable in accordance with Rabbinic Law from the day of marriage until after delivery of Notice from the Woman to the Man and the earlier of a determination by the Beth Din that there is no realistic possibility for matrimonial reconciliation and that in accordance with Rabbinic Law the Man is required to give a *Get* to the Woman or a determination by the Beth Din that the Man is non-cooperative due to his failure to appear to hearings when summoned.
 4. The undertaking by the Man in this Section B is not dependent upon the Woman having an income from salary, assets or any other source of income.
 5. Despite his undertaking to pay monthly support as aforementioned in subsection (1) of this Section B, effective immediately, the Man disclaims all interest and rights from the Woman and/or from income she will have during the period when she is entitled to enforce her rights arising from his undertaking, including all rights to the fruits of her labor, the excess of the fruits of her labor beyond what is needed for her support, her findings and earnings and all forms of income, and he also disclaims her martial obligations towards him, without same impacting his support obligation in accordance with Rabbinic Law and/or Rabbinic ordinances.
 6. These undertakings and disclaimers shall be in full effect despite any action or failure to act on the part of the Woman towards to Man.
 7. Despite all of the above, the aforementioned undertakings and disclaimers shall be suspended should the Woman refuse to Matrimonial Termination (as the term "Matrimonial Termination" is defined in Section D below) for the entire duration of the refusal, or while she or her representative fail to appear in Beth Din, at duly appointed times, if in the opinion of the Beth Din as a result of the failure to appear it is appropriate to suspend the aforementioned undertakings and disclaimers for a period of time. Likewise, these undertakings shall be suspended if the Beth Din is concerned that there is a reasonable possibility that in the future the Woman will cause an injustice (which is considered an injustice pursuant to Rabbinic Law) towards the Man and/or any member of his family, until such time as the Beth Din deems the concern to be removed.

Section C – The Woman's Undertakings

1. Effective immediately, the Woman undertakes to make monthly support payments to the Man, inclusive of any period when she does not reside with him, in an amount equal to the greater of ONE HUNDRED FIFTY DOLLARS (\$150.00) per day, adjusted for inflation in accordance with the Consumer Price Index for the United States of America from December 31 2015, or half of her monthly salary (determined based on her monthly salary

- in the calendar year preceding payment). This undertaking shall remain in place for the entire duration of the marriage.
2. Despite the Woman's undertaking, the Man agrees to accept a support obligation as is customary and acceptable according to Rabbinic Law from the day of marriage until after delivery of Notice from the Man to the Woman and the earlier of a determination by the Beth Din that the Woman is non-cooperative due to her failure to appear to hearings when summoned or a determination by the Beth Din that there is no realistic possibility for matrimonial reconciliation and that the Woman's actions and/or shortcomings are of such a degree that if a man exhibited such actions and/or shortcomings he would be required to give a *Get* to his wife according to Rabbinic Law.
 3. The undertaking by the Woman in this Section C is not contingent upon the Man having income from salary, assets or any other source of income.
 4. Despite her undertaking to pay monthly support as aforementioned in subsection (1) of this Section C, effective immediately, the Woman disclaims all interest and rights owed to her by the Man as well as any rights to a share of the Man's income during the period when the undertaking under this Section C takes effect, and also disclaims the Man's support and matrimonial obligations towards her during the same period, without this disclaimer impacting her obligation to pay to him the fruits of her labor, in accordance with Rabbinic ordinance; however, this disclaimer is made upon a condition and to the extent that it not result in the Woman owing more that she would pursuant to her undertaking under subsection (1) of this Section C.
 5. These undertakings and disclaimers shall be in full effect despite any action or failure to act on the part of the Man towards to Woman.
 6. Despite all of the above, the aforementioned undertakings and disclaimers shall be suspended should the Man refuse to Matrimonial Termination (as the term "Matrimonial Termination" is defined in Section D below), and such suspension shall remain in place for the entire duration of the refusal, or while he or his representative fail to appear in Beth Din, at duly appointed times, if in the opinion of the Beth Din as a result of the failure to appear it is appropriate to suspend the aforementioned undertakings and disclaimers for a given period of time. Likewise, these undertakings shall be suspended if the Beth Din is concerned that there is a reasonable possibility that in the future the Man will cause an injustice (which is considered an injustice pursuant to Rabbinic Law) towards the Woman and/or any member of her family, until such time as the Beth Din deems the concern to be removed.

Section D – Matrimonial Termination

1. With regards to the undertakings addressed in Sections C and D above, the term "Matrimonial Termination" shall mean: the termination of the Couple's marriage in accordance with Rabbinic Law, in such a manner and upon such conditions as the Beth Din may prescribe.
2. Following the Matrimonial Termination, the entire amount deposited with the Beth Din (the *Ketuba* payment) shall be transferred in full to the Notice recipient.

Section E – Limitation of Liability

The strictures of collection and enforcement of the Man and Woman's undertakings in accordance with Sections B and C above, shall be in line with the rules for customary debts, and not shall not be treated as ordinary support obligations when a matrimonial relationship is intact. This means that, except in cases of failure to appear to hearings scheduled by the Beth Din, neither party may be compelled to seek employment in order to pay for the support obligation, even if the party is not fully utilizing its earning potential.

Section F – Adjudicative Authority

Any debt collection and/or any manner of compulsion and/or the placement of liens, and/or any legal obstacle and/or filing with a State court and/or any enforcement agency and/or any other governmental entity, with the intent of enforcing the terms of this agreement and/or any part of it, may be done only by explicit directive from the Beth Din.

Section G – Protecting Rights

Except where specifically enumerated in this agreement, this agreement shall not impinge upon the rights of the Man and/or the Woman and/or their children, or impact any resource available to either of them, and/or the division of the Couple's assets, whether such rights emanate from Rabbinic Law, an agreement entered by the Couple or according to custom.

Section H – Validity of Agreement

1. If there is any disagreement among Rabbinic Authorities regarding the validity of this agreement or any provision thereof pursuant to Rabbinic Law, the Couple accept the respective opinions that give greater validity and efficacy to the respective provisions of the agreement. Each one of the Couple agrees to pay the other any sum, and grants the other any right, and disclaims any obligation from the other, pursuant to the opinion that gives greater efficacy to the provisions of the agreement, so that he/she may not claim to adhere to another opinion regarding the efficacy of the agreement.
2. The Couple agrees that in the event that any part of this agreement is deemed unenforceable, is omitted, is determined to not take effect, cannot be carried out or cannot be enforced, then same will not impact the enforceability or the rest of the agreement, which shall remain in full force and effect.
3. If either one of the Couple shall refrain or delay demanding and/or enforcing the rights emanating from this agreement, such refrain or delay shall not constitute a disclaimer or renunciation of his/her rights under the agreement, unless such disclaimer or renunciation is explicit and in writing.
4. All of the undertakings and disclaimers under this agreement are intended to be binding and effective immediately, and were entered to before a duly constituted Beth Din, not as

an *asmachta* or a *tofsa d'shtara*, but as all financial agreements drafted properly and in accordance with Rabbinic custom and law.

5. The undertakings are effective immediately as obligations of the person.
6. The Couple has agreed that all of the aforementioned terms and conditions have the validity of the covenant of the sons of *Gad* and *Reuven*, and shall be deemed to have been structured explicitly in the manner of the covenant of the sons of *Gad* and *Reuven*.
7. The Couple have covenanted that they shall not revoke the obligations arising from this agreement in the year of *Shmitah*.
8. The efficacy of this agreement is like that of all agreements instituted by Rabbinic ordinance, cancelling and invalidating all prior notices of cancelation and cancelations of cancelation notices, ad infinitum, and disqualifying any witnesses of same.
9. The Couple have accepted all of the above undertakings from this moment on, in a manner which is effective according to Rabbinic Law, and have also sworn to uphold the agreement.
10. The Couple's signature of this agreement constitutes an admission and acknowledgement to all of the above.
11. It is the Couple's intention to give validity to this agreement in accordance with Rabbinic Law, State Law and any other applicable law.
12. If there is a provision in this agreement which the Couple would like to strike, it shall be redacted by drawing a line over the provision and by both parties signing their initials next to the redaction.
13. The section headings in this agreement were included for convenience only, and shall have no weight in the interpretation of this agreement.
14. Any agreement or document drafted after the signing of this agreement, which shall not specifically reference this agreement, shall be construed in accordance with this agreement and shall be subject to the provisions of this agreement.
15. The Couple announce and declare that they have read the agreement, that it was explained to them, that they have fully understood all of its contents, that they have agreed to sign it voluntarily and without compulsion, and that they were provided the opportunity to consult with anyone they would like regarding the agreement, including legal and Rabbinic counsel.

Upon this we have signed today:

(the "Woman")	Date
(the "Man")	Date

Signed by the woman and man in the presence of us two witnesses:

Witness signature _____ Date _____

Witness signature _____ Date _____

